

AGREEMENT

between

**The UNITED FOOD AND
COMMERCIAL WORKERS UNION,
LOCAL 1189**

and

**STOCKYARDS MEAT PACKING Co.
St Paul, Minnesota**

April 1, 2021 – March 31, 2024

STOCKYARDS MEAT PACKING COMPANY
OF ST. PAUL, MN
04/01/18 through 03/31/21

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ARTICLES OF AGREEMENT

THIS AGREEMENT entered into on **March 29, 2021** and effective on **April 1, 2021** by and between the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1189, St. Paul, Minnesota and Vicinity hereinafter referred to as the "Union" and US Foods, Inc. (dba STOCKYARDS MEAT PACKING Company of St Paul), 280 Grand Avenue E, South St. Paul, Minnesota 55075, hereinafter referred to as the "Company".

ARTICLE 1 UNION SHOP

SECTION 1.1 RECOGNITION:

In order to assure the security of the benefits to be derived between the Company and the employee, the Company recognizes the Union as the sole collective bargaining agent for the following classifications of employees: Head Meat Cutters, Journeyman Meat Cutters, Apprentices, Trimmers, Inventory Control, Laborers and Meat Wrappers, and who are employed by the Company.

SECTION 1.2 UNION SHOP:

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall, remain members in good standing and those who are not members on the date on which this Agreement is signed shall, on the thirty-first (31st) day following the date on which this Agreement is signed, become and remain members in good standing in the Union. It shall also be a condition of Employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is signed, shall on the sixty-first (61st) day following the beginning date of such employment become and remain members in good standing in the Union.

"In good standing", for the purposes of this Agreement is defined to mean the payment of a standard initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues as applied uniformly to all persons covered by this Agreement.

SECTION 1.3 DUES CHECKOFF:

The Company agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Company with a written authorization which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deduction will be made weekly by the Company and will be transmitted to the Union within ten (10) calendar days of the deduction. Said amount will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Company shall furnish the Union with a list of the employees for whom deductions were made.

The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Company with a record of such refund.

The Union will indemnify the Company against all claims made against it by reason of compliance with this Article.

SECTION 1.4 HIRING PROCEDURES:

Local Union 1189 will at all times endeavor to furnish reliable competent help and further agrees to promote the best interests of the Company at all times.

The Company recognizes that the Union is in the best position to know the availability of experienced and competent workers in the classifications covered by this Agreement and agrees to cooperate with the Union in giving such opportunities to such qualified employees.

SECTION 1.5 ACTIVE BALLOT CLUB:

The Company will deduct contributions to the UFCW Active Ballot Club from the wages of any employee who voluntarily provides the Company with a written authorization. The Company will send all such deductions to the Union. The Company is not responsible for the management or administration of the Club or decisions on Club expenditures.

ARTICLE 2 HOURS OF WORK

SECTION 2.1 WORKWEEK/ WORKDAY:

The basic work week shall be forty (40) hours, to be worked in any four (4) or five (5) days from Monday through Friday.

The basic workday shall be made up of either eight (8) hours or ten (10) hours depending on whether the employee is on a 5x8 or a 4x10 work schedule. The regular workweek for employees on a 4x10 schedule will consist of four work days within any five (5) consecutive calendar days (Monday through Friday). Daily hours shall be consecutive, except that the lunch period will be a minimum of one-half (½) hour.

SECTION 2.2 SHIFT DIFFERENTIAL:

If a second shift is started, all employees on the second shift shall be paid sixty cents (\$.60) per hour over the regular rate.

An employee who is required to begin work between the hours of 6:00 P.M. and 2:59 A.M. shall receive the shift differential for all hours worked on that day.

SECTION 2.3 BREAK PERIODS:

All employees shall be granted ten (10) minutes rest period in the morning and afternoon without loss of pay. Additionally, employees will be granted a ten (10) minute rest period between the eighth (8th) and ninth (9th) hours, if scheduled to work ten (10) hours in a day. An additional ten (10) minute break will be granted for every two (2) hours of work exceeding ten (10) hours in any one (1) day. Employees shall have 2.5 minutes at the beginning of the break to stop their work and move to the breakroom and 2.5 minutes at the end of the break to return to their work station.

SECTION 2.4 SPLIT SHIFTS:

There shall be no split shifts.

SECTION 2.5 CHANGE IN SCHEDULES:

It is agreed the Company will set up a schedule of work for the employees, which shall be regular each week. One (1) week notice will be given to employees if changes are required in the basic scheduled work week.

SECTION 2.6 HOLIDAY WORKWEEK:

In weeks in which an entire day is celebrated as a Holiday, the work week shall be four (4) days of eight (8) hours each or a total of thirty-two (32) hours. For employees on a 4x10 schedule, the Company shall have the option of scheduling four (4) days of ten (10) hours or three (3) days of ten (10) hours during the holiday week.

SECTION 2.7 RECORDING CLOCKS:

Each employee shall, as a condition of employment, be required to record time in accordance with Company policy. Failure of an employee to properly record their time card shall be cause for discharge.

SECTION 2.8 MEETINGS:

When an employee is required to attend a meeting by the Company, this time shall be considered as time worked.

SECTION 2.9 OVERTIME:

- A) Regular workweek: All work performed in excess of eight (8) or ten (10) hours per day (depending on whether the employee is on a 5x8 or 4x10 work schedule) or forty (40) hours per week shall be paid for at one and one-half (1½) times the employee's regular rate of pay, except as otherwise provided for in this Agreement.
- B) Holidays: All work performed on Holidays, as defined in Section 4.1, shall be paid at two (2) times the employee's base hourly rate.
- C) Sixth Day: Employees called to work on the sixth (6th) day of the basic work week or the fifth (5th) day of a Holiday week (4th day of the Holiday week for employees on a 4x10 schedule), shall be paid a minimum of four (4) hours at one and one-half (1½) times the employee's regular rate of pay.
- D) Overtime Waiver: All overtime worked in excess of forty (40) hours per week, or 8 or 10 hours per day (depending on whether the employee is on a 5x8 or 4x10 work schedule) or on the sixth (6th) day, will be considered overtime and paid at the rate of time and one-half (1½) the straight time rate. If work is available Monday through Friday and the employee is absent from work for reasons other than a legitimate excuse, they will not be entitled to any overtime for work on the sixth (6th) or seventh (7th) day. Their overtime, if any, will be computed on all hours worked over forty (40) hours per week of eight (8) or ten (10) per day. For purposes of this section, legitimate excuse will be defined as acts of God, illness of the employee, family emergency or death in family.
- E) Posting Overtime: The Company will notify employees of overtime work by no later than the start of the first scheduled lunch period on the shift such overtime is required and no later than the end of the first scheduled shift for overtime required on the following

day.

- F) Overtime Rotation: Employees, on a rotating basis by seniority 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 employee in the rotation 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. If any employee declines such overtime work, they shall not afterwards be offered first choice of such work until all other employees in the rotation have been offered, in turn, this opportunity. There shall be no obligation to equalize overtime hours worked or offered. An employee must be on the seniority list for a minimum of one (1) year to be eligible to be on the rotation list for voluntary overtime.
- G) Pyramiding: There shall be no pyramiding or duplication of overtime payments.
- H) Refusing Overtime: No employee shall be discriminated against for refusal to work on their day off, provided qualified and experienced help acceptable to the Company is available.

ARTICLE 3 NEW METHODS CLAUSE

Should the Company intend to initiate a major change in a method of operation which is not presently in the industry that would result in a substantial change in the content of any job presently covered by this Agreement, the Company shall give notice to the Union. Following notice to the Union the matter of job classifications, wages, other conditions and/or the disposition of employees to be potentially displaced shall then become a matter of negotiations with the Union for a period of thirty (30) days.

Pending negotiations between the parties during the above-mentioned thirty (30) day period, no change of operations as defined and set forth above shall be placed in effect.

In the event that the parties have not reached an agreement within the thirty (30) day period and the Company elects to place such method of operation into effect, the Union shall have the right to use the grievance process to address unresolved issues.

ARTICLE 4 HOLIDAYS

SECTION 4.1 HOLIDAYS DEFINED:

Employees will be granted the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Additionally, a four (4) hour holiday will be given on Christmas Eve, at the employee's regular straight time rate of pay. Employees may be required to work up to eight (8) hours on Christmas Eve. The four (4) hour holiday pay will not, however, be considered hours worked for purposes of overtime.

SECTION 4.2 COMPUTATION OF HOLIDAY PAY:

- A) Full Time: Regular full-time employees on a 5x8 work schedule shall be paid eight (8) hours at straight time rate for each of the recognized holidays. Regular full-time employees on a 4x10 work schedule shall be paid ten (10) hours at straight time rate for each of the recognized holidays.
- B) Part Time: Regular part-time employees shall be compensated at straight time for all time lost by reason of a holiday falling on the day they would normally work.

SECTION 4.3 HOLIDAY WORKWEEK:

In the event a holiday falls on Saturday or Sunday, the Company may choose to give Friday or Monday off. If work is performed on the Friday or Monday, employees shall receive holiday pay, in accordance with Section 4.2, plus two (2) times the regular rate of pay for all hours worked.

For scheduling purposes holidays will begin with the night shift prior to the holiday. All hours worked on any traditionally observed holiday will be paid at two (2) times the regular rate of pay.

Example #1

Traditionally observed holiday falls on a Thursday. The assigned Holiday will begin at the regularly scheduled start time of the night shift on the Wednesday previous to the holiday; In addition any actual hours worked on Thursday prior to 12:00 AM Friday will be paid at two (2) times the regular rate of pay.

Example #2

Traditionally observed holiday falls on a Sunday. The assigned holiday will begin at the regularly scheduled start time of the night shift and run until the regularly scheduled start time of the night shift for Monday. Any actual hours worked during the assigned holiday will be paid at two (2) times the regular rate of pay. Any work performed after the regularly scheduled start time will be paid at straight time. (Which is equivalent to one (1) shift off.)

SECTION 4.4 ELIGIBILITY FOR HOLIDAY PAY:

In order to be entitled to holiday pay, an employee must have worked in the week before the week in which the holiday occurs, in the week in which the holiday occurs or in the week after the week in which the holiday occurs. In addition, the employee must work their scheduled work day before and after the holiday, unless excused by the Company or unless absent due to proven illness.

ARTICLE 5 SENIORITY

SECTION 5.1 DEFINITION:

- A) Bargaining Unit Seniority is defined as the continuous length of the employee's service with the Company within the Bargaining Unit.

- B) Job Category Seniority is defined as: 1) Meat Cutters (Journeyman, Apprentice and Trimmer) and; 2) Non-Meat Cutters (Inventory Control, Wrappers and Laborers).
- C) For the purposes of layoff and recall, up to four (4) Stewards will have "Super Seniority."

SECTION 5.2.1 ACQUIRING SENIORITY:

Seniority with the Company shall become effective sixty (60) days after the date of hiring and shall then date back to date of employment.

Employees who are regularly scheduled to work less than twenty-four (24) hours per week shall have separate seniority within their classification for purposes of lay-off and recall only.

SECTION 5.2.2 PROBATIONARY PERIOD:

Employees shall be probationary employees for the first sixty (60) days of employment and during such period may be discharged by the Company with or without cause without the same causing a breach of this Agreement or constitute a grievance. Such probationary period may be extended up to an additional thirty (30) days if by the fifty-fifth (55th) day of employment the Company requests said extension of the Union. Notice of extension, in writing, signed and dated by the employee affected by the extension and received by the Union shall constitute a request.

SECTION 5.3 APPLICATION OF SENIORITY:

- A) Lay-Off/Rehire: The last employee hired shall be the first laid off, and the last employee laid off shall be the first reinstated, provided the employee involved is qualified to do the work available. Apprentices with less than one (1) year service shall be laid off before a Journeyman.
- B) Voluntary Lay-Off: A senior employee on a voluntary basis and by mutual agreement may elect to take a lay off before a junior employee taking a mandatory lay off. Any employee that elects voluntary layoff will remain on layoff for a minimum of thirty (30) days, unless recalled to work prior to thirty (30) days. An employee may only elect to take a voluntary layoff once per calendar year.
- C) Shift Change: In the event a second or third shift is started, the employees shall be selected for the shifts by seniority in their classification. The most senior employees in their respective classifications shall have the right to accept or reject a change in shifts. If an insufficient number of employees accept jobs on the new shift, the jobs will be filled on a mandatory basis by inverse seniority.
- D) Voluntary Part Time: Employees who voluntarily reduce their hours of work below twenty-four (24) hours per week on a regularly scheduled basis shall have the provisions of Section 5.2 applied within their classification for purposes of layoff and recall only.

SECTION 5.4 TERMINATION OF SENIORITY:

Seniority shall be terminated if the employee quits, is discharged, fails to return to work within ten (10) calendar days after the date of the mailing of notice by registered letter to his last

known address or is laid off for a period of one (1) year or length of his/her seniority, whichever is lessor.

The Company shall be entitled to remove an employee from the seniority list provided that the employee has been judged to be permanently disabled and unable to return to active employment because of a physical disability caused by a work related injury. This provision can be exercised by the Company only upon determination that the employee is physically impaired to the point of permanent disability as provided by applicable Workers Compensation rules and law.

SECTION 5.5 APPRENTICE AND TRIMMER:

- A) The Company shall first post openings for employees with at least one (1) year of service to enter the apprenticeship program. Successful employees bidding into the Apprentice Classification shall be given a six (6) month period to show sufficient advancement to be able to continue through the program. The Company will provide the employee with ongoing training and will also provide formal, written performance reviews on at least a monthly basis. If at the end of the six (6) month period, the employee is not able to meet the requirements of the training program, they will revert back to the job they held previous to the posting.
- B) Wage Rate: The wage rates for employees successfully bidding for the Apprenticeship Program shall be to the next higher wage rate on the Apprentice schedule closest to their present rate of pay.
- C) Current employees will be given the first opportunity to apply for a Trimmer position. Newly promoted Trimmers will be given thirty (30) calendar days to show proficiency or will be returned to their previous position.

SECTION 5.6 INVENTORY CONTROL CLASSIFICATION

The Company reserves the right to select candidates for this bargaining unit position. This classification will not be subject to the provisions of Article 5 Seniority; specifically this classification will not be subject to any job bidding and after sixty (60) days in the classification, incumbents will have "superseniority" for the purposes of layoff. The wage rate for this classification is outlined in Appendix A.

SECTION 5.7 SENIORITY LIST:

The Company agrees to provide the Union with a seniority list according to the foregoing principles. The Union shall have sixty (60) days following the receipt of the initial seniority list to file objections with the Company as to the relative position of employees on the list. When an understanding has been reached on the initial list and all objections settled, the list shall be binding upon all parties.

At six (6) month intervals thereafter, the Company shall provide the Union with additions and deletions to the Company seniority list, including date of hire.

The Company will post at the time clock all open bargaining unit positions for a minimum of one (1) week.

SECTION 5.8 RE-BIDS

If the Company changes a start time for an existing shift by four (4) hours or more and/or establishes a new shift, those employees in the affected classifications will be allowed to bid in accordance with their seniority. The bid process will commence within thirty (30) days of the change and employees will move within thirty (30) days after the bid process is concluded.

ARTICLE 6 LEAVE OF ABSENCE

SECTION 6.1 GENERAL CONDITIONS:

Leave of absence not to exceed six (6) months may be granted by mutual agreement between the Company and the requesting employee. All leaves of absence shall be requested and confirmed in writing with a copy supplied to the Union. Failure to return at the end of a leave of absence shall result in loss of seniority. The Company will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence.

SECTION 6.2 ACCIDENT, INJURY, MATERNITY OR SICKNESS LEAVE OF ABSENCE:

Upon the completion of six (6) months of continuous employment, employees shall be eligible for an unpaid medical leave of absence of up to twelve (12) months duration.

Medical leaves of absence shall be available in cases where employees are incapable of working due to personal illness, maternity, or injury, as certified by a licensed physician. All medical leaves of absence should be requested in writing at least two (2) weeks prior to the commencement of the leave, when possible.

The maximum duration of a leave of absence shall be twelve (12) months, provided, however, that under appropriate circumstances, the Company may grant up to one (1) six (6) month extension of the leave of absence. In order to be considered for such an extension, the employee must make a written request for the extension at least fifteen (15) days prior to the expiration of the initial leave of absence.

Employees who fail to return to work at the end of their leave of absence shall be conclusively presumed to have resigned their employment.

The Company shall have the right to request a physician's certification that the employee is capable of working at the conclusion of the leave of absence. The Company shall also have the right to require an employee who has requested a medical leave to be examined by a physician chosen by the Company, (and paid for by the Company) to determine any questions of disability or the employee's ability to return to work.

Employees shall not accrue fringe benefits while on this leave of absence.

SECTION 6.3 FUNERAL LEAVE:

Each employee, after thirty (30) days employment, shall be entitled to up to a maximum of three (3) days of leave with pay in the event of a death occurring within the immediate family. Immediate family is defined as including only the employee's spouse, parents, grandparents, children (child, step-child, adopted child, foster child and legal guardian's child), brothers, sisters, mother-in-

law, father-in-law, sister-in-law and brother-in-law. The last day of the leave will be the day of the funeral; provided, however, that the last day of the leave can be the day after the funeral if the funeral was two hundred (200) miles or more from the employee's residence, and employees will not be entitled to pay for intervening scheduled days off. Payment will not be made when death occurs while the employee is on vacation or leave of absence. One (1) day leave of absence with pay in event of death of any other relative living in employee's home at time of death. Upon the employee's return to work, proper documentation of the death will be presented to the Company. Instances where proper documentation is not provided will be addressed on a case by case basis.

SECTION 6.4 JURY DUTY:

An employee shall immediately notify their Company upon receiving a notification for Jury Duty. When an employee is required to serve on Jury (Petit only), the Company agrees to pay the difference between the Jury pay and employee's earnings for their scheduled work week. Employees must report for work whenever their presence is not required on the Jury. Service on a Jury on an employee's day off will not be considered a day of work.

ARTICLE 7 HEALTH & SAFETY

SECTION 7.1 SAFETY COMMITTEE:

Safety Committee: The Company shall continue to make reasonable provisions for the health and safety of its employees during working hours of their employment in accordance with the laws of the State of Minnesota. The parties are to establish a labor-management committee that will cooperate in industry problems including safety.

This committee shall be comprised of the Union Steward(s) and other rank and file members in addition to selected management representatives. This committee shall meet for walk through inspection(s) as per OSHA regulations. Additionally, the committee shall meet as soon as is practical when a potential or real safety problem is reported.

SECTION 7.2 WORKERS COMPENSATION:

Where an employee is injured on the job and such accident is compensable under Workmen's Compensation, the Company agrees to pay 100% of the employee's regular straight time rate of pay up to three (3) days. If Worker's Compensation reverts to payment from the first (1st) day of injury, then the above mentioned 100% will not be paid. Employees will be paid in full for the day they receive such compensable injury.

ARTICLE 8 PICKETING

It shall not be considered a violation of this Agreement for an employee to refuse to cross a legal line, nor shall an employee be disciplined or discharged for refusal to cross a legal picket line of a striking union when such picketing has the approval of the United Food and Commercial Workers International Union and the Union has given seventy-two (72) hours advance written notice to the Company of its intention to sanction or approve the legal picket line. It is further agreed that the Company reserves the right to close the facility if a legal line is established and such closure shall not be considered a violation of this Agreement. If the legal picket line is established by the Union,

the Company reserves the right to close the facility if a legal line is established and such closure shall not be considered a violation of this Agreement and no payments shall be due under Article 27 of the Agreement.

ARTICLE 9 STRIKE-LOCKOUT

The Union agrees that during the term of this Agreement there shall be no strike by the Union or the employees. The Company agrees there shall be no lockout of its employees during the life of this Agreement.

ARTICLE 10 RATIOS

During the life of the Agreement, the Company shall maintain a ratio of one (1) laborer/wrapper and inventory control for every journeyman/apprentice, except as modified below:

- 1) The Company shall provide the Union with a complete list of employees in the category of journeyman and apprentices as of March 3, 2002. In addition, a complete list of the employees in the laborer/wrapper classification as of March 3, 2002 will be provided.
- 2) The Company may employ as many laborer/wrappers and inventory control as necessary so long as all journeyman and apprentices on the list with a seniority date on or before March 3, 2002 are provided with and remain on full-time schedules.
- 3) Should it become necessary to reduce the work force in the plant, the Company would have to return to the one to one ratio in place as of March 3, 2002, before a lay-off or hours reduction would occur to any of the employee on the journeyman/apprentice classification list that are protected by the provisions of item two (2) above.
- 4) If a lay-off should be necessary after the provisions of items two (2) and three (3) are enacted, the journeyman/apprentice classification shall have bumping rights (in accordance with seniority) into the laborer/wrapper classification in order to achieve the one to one ratio.

ARTICLE 11 VISITATION

Business Representatives of the Union shall be admitted to the work rooms at all times employees of the bargaining unit are at work, to collect Union dues and to satisfy themselves that the terms of the Agreement are being complied with.

ARTICLE 12 VACATIONS

SECTION 12.1 VACATION ALLOWANCE:

Employees covered by this Agreement who have one (1) year service on their anniversary date with said Company or said shop shall receive one (1) weeks vacation with pay.

Employees covered by this Agreement who have two (2) years service on their anniversary date with said Company or in said shop shall receive two (2) weeks vacation with pay.

Employees covered by this Agreement who have eight (8) years service on their anniversary date with said Company or in said shop shall receive three (3) weeks vacation with pay.

Employees covered by this Agreement who have fifteen (15) years of service on their anniversary date with said Company or in said shop shall receive four (4) weeks vacation with pay.

Employees covered by this Agreement who have twenty (20) years of service on their anniversary date with said Company or in said shop shall receive five (5) weeks vacation with pay.

In addition to the vacation provided above, effective January 1, 2019 employees will become eligible for four (4) floating holidays ("Floaters") on January 1st of each year, except in the case of new hires. New hire employees will become eligible for Floaters on January 1st following the year in which they are hired in accordance with the schedule listed below:

<u>Hire Date</u>	<u>Number of Floaters</u>
01/01 - 03/31	3
04/01 - 06/30	2
07/01 - 09/30	1
10/01 - 12/31	0

SECTIONS 12.2 VACATION SCHEDULING:

Employees eligible for two (2) or more weeks of Vacation shall be allowed to take two (2) consecutive weeks Vacation.

By mutual agreement between the Company and the employee, employees eligible for three (3) weeks Vacation shall be allowed to take three (3) consecutive weeks of Vacation.

Employees shall be allowed to take Vacation one (1) day at a time by mutual agreement between the Company and the employee. Vacation/Floater schedules shall be posted by March 15th and vacations selected on the basis of seniority by April 15th of each year. The approved Vacation/Floater schedule shall be posted by May 1st of each year. Employees who fail to select by April 15th will be placed at the bottom of the seniority list for the purpose of vacation selection.

Vacation/Floaters shall be scheduled during the summer months to the greatest extent possible. The senior employee shall have first choice as to available Vacation periods.

Employees will be allowed to carry over forty (40) hours of Vacation/Floaters. All hours in "roll over" in excess of forty (40) hours shall be paid out to the employee in the first pay after December 31st of each calendar year.

Vacation scheduling shall be separate between Meat Cutters and Non-Meat Cutters (provided only one Inventory Control employee shall be granted vacation at a time).

SECTION 12.3 COMPUTATION OF VACATION/PAID DAYS OFF (PDO):

Weekly Vacation Pay shall be paid at the rate of forty (40) straight time hours per vacation week

(five 8-hour days or four ten-hour days depending on the employee's schedule). Daily Vacation Pay shall be paid at the rate of eight (8) or ten (10) straight time hours per vacation day, depending on the employee's schedule. Vacation hours shall count as time worked.

- A) Full-Time: Full-time employees who have worked 1600 hours or more in their anniversary year shall be entitled to a full vacation period. If an employee works less than 1600 hours in anniversary year, they shall receive one-tenth (1/10th) of full vacation period for each 160 hours worked.
- B) Part-Time: Part-time employees who work 1040 hours during a twelve (12) month period from their anniversary date shall be entitled to a pro-rated vacation based on their straight time rate of pay at the time of taking vacation.
- C) There will be no compounding of overtime when calculating vacation pay.

SECTION 12.4 VACATION PAY:

Employees who have earned two (2) or more weeks of Vacation may elect to take up to fifty percent (50%) of their earned time in pay, in lieu of time off.

State and Federal tax deductions on vacation checks will be computed on individual week basis.

When a Holiday occurs during an employee's vacation, such employee shall be granted an additional day off with pay.

SECTION 12.5 TERMINATION OF EMPLOYMENT:

Full time employees whose employment is terminated after one (1) year for any reason except for just cause, shall be paid vacation earned and accrued on a pro-rated basis. An employee who gives the Company at least one (1) week notice of their intent to terminate and works during the notice period, except in the case of emergency or proven illness, will receive all earned and accrued vacation on a pro-rated basis. Failure to provide said notice of termination shall result in the loss of accrued vacation/PDO.

Unless discharged for just cause, full time employees who have been employed less than one (1) year who are permanently terminated shall receive Vacation pay on a pro-rated basis, provided they have been employed six (6) months or more from their anniversary date of employment.

SECTION 12.6 SINGLE DAY VACATION/FLOATER:

- A) Use of vacations must be approved in advance by management with the exception of emergency situations. An emergency situation shall be defined as a death in the family, not otherwise covered under funeral leave, or hospitalization of a family member. Management may request appropriate documentation.
- B) An employee may use a Floater if they are sick so as to not lose a day's wage and not incur a point under the Company's attendance policy. The second or third unscheduled Floater must be supported by medical documentation or it will be denied. If the second or third unscheduled Floater is supported by medical documentation, the day will be paid and the employee will not incur a point under the Company's attendance policy.
- C) An employee who is sick and uses a Floater and who continues to be sick may then take subsequent days off due to illness using vacation in single day increments with

management approval based on the workload or with appropriate documentation from a physician.

ARTICLE 13 EQUIPMENT AND CLOTHING

SECTION 13.1 TOOLS:

The Company shall furnish required tools of the trade. Such tools and working equipment shall remain Company property.

SECTION 13.2 CLOTHING:

The Company shall furnish frocks, aprons, hair nets, beard nets, gloves and other required clothing. The Company shall pay for the full cost of safety shoes up to one hundred dollars (\$100.00) once per calendar year.

ARTICLE 14 SEPARABILITY

SECTION 14.1:

Nothing contained in this Agreement is intended to violate any Federal law, rule or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will within thirty (30) days begin negotiations to replace said void part with a valid provision. It is agreed however, that either party to this Agreement shall have the right to appeal any decision that a provision of this Contract violates a Federal law, rule or regulation.

SECTION 14.2:

It is also understood that if a provision is deemed in violation by the final appellate court, the parties will negotiate with the intention of replacing the void part with a valid provision, but, however, should negotiations fail, the matter will be subject to arbitration according to Article 19 of this Contract.

ARTICLE 15 DISCRIMINATION

It is agreed that the Company and the Union shall not discriminate against an employee or a prospective employee because of his/her Union affiliation.

It is further agreed that the Company shall comply with all federal or state laws or local ordinances regarding discrimination and will so inform its employees that discrimination is not allowed in the work place.

ARTICLE 16 WARNING NOTICES AND DISCHARGE

In all instances of discipline, except where the grounds are sufficient to constitute just cause for immediate discharge, the Company will give the employee at least one (1) warning notice in

writing, with a copy to the Union.

It is agreed that violations of HAACP/GMP rules have potential serious adverse consequences for both the Company and employee. Therefore, it is further agreed that such violations will be subject to progressive discipline. However, HAACP/GMP violations of a serious nature may result in immediate discharge without progressive discipline. All parties agree to be diligent in complying with these rules.

Infractions of rules which shall be cause for immediate discharge, without written warning shall consist of:

- 1) Insubordination (Direct refusal of an order.)
- 2) Dishonesty - including the obtaining of fraudulent orders or theft.
- 3) Willful neglect or abuse of the Company's property.
- 4) Fighting on Company property.
- 5) Report to work under the influence of alcohol or prohibited narcotic drugs.
- 6) Absenteeism for a period of two (2) days during which time the employee fails to notify the Company.
- 7) Major violations of the Company's policy on employee harassment.
- 8) Violations of the Company's policy on work place violence.

ARTICLE 17 UNION SHOP CARD

The Union Shop Card is the property of the United Food and Commercial Workers, AFL-CIO and is loaned for display to Companies who sign and abide by the terms of this Agreement.

ARTICLE 18 INDIVIDUAL AGREEMENT

No employee shall be asked or permitted to make any written or verbal agreement that will conflict with this Agreement.

ARTICLE 19 GRIEVANCES - ARBITRATION

SECTION 19.1 GRIEVANCE:

A grievance is hereby defined as any claim by either party relative to the interpretation of or adherence to the terms and provisions of this Agreement.

The steps in the grievance procedure are as follows:

- 1) The employee will informally discuss the grievance with the employee's immediate supervisor.
- 2) If the grievance is not resolved under Step 1, it shall be reduced to writing, it shall specify in

detail the alleged violation of the contract, and shall state the facts giving rise to the grievance. The written grievance must be submitted to the company within ten (10) days following the occurrence giving rise to the grievance.

- 3) Within twenty (20) days following receipt of the grievance by the Company, representatives of the Company and the Union shall meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.
- 4) If the grievance is not resolved in Step 3, then either party may refer the matter to mediation as provided in Section 19.2 below. In the event of a dispute of suspension or discharge, either party may elect to bypass Section 19.2 and proceed directly to submit the matter to arbitration. Any demand for arbitration shall be in writing and must be post marked within ten (10) days following the Step 3 meeting or within ten (10) days following the use of the provisions of Section 19.2.

SECTION 19.2 MEDIATION:

Any discharge or dispute that cannot be resolved under the provisions of Section 19.1 may be referred by mutual agreement to the Bureau of Mediation Services of Minnesota in an attempt to reach an agreement on a resolution. The party wishing to submit the dispute or discharge to non-binding mediation shall do so in writing within fifteen (15) calendar days following the exhaustion of the remedies in Section 19.1. The parties, by mutual agreement, may elect to bypass Mediation and refer the matter directly to Arbitration.

SECTION 19.3 ARBITRATION:

- 19.3.1 The Company and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the party requesting arbitration shall request from the Federal Mediation and Conciliation Service a list of seven (7) neutral arbitrators who have offices or reside within the seven (7) county twin cities metropolitan area. The parties, by lot will alternately strike one (1) name from the list and this process shall continue until one (1) name remains. That person shall thereafter be notified of their selection to hear and decide the issue.
- 19.3.2 The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance, and the arbitrator shall have no power to decide any other issues.
- 19.3.3 The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing, including time allotted for the filing of briefs, unless the arbitrator has made a request for and extension of that time limit.
- 19.3.4 The parties shall be responsible for their own expenses incurred in preparation and presentation of their position in the case. The fees and expenses of the neutral arbitrator and any incidental fees such as meeting space shall be shared equally between the Company and the Union.

19.3.5 The award of the arbitrator shall be final and binding upon the Union, the Company and the Employee(s) affected.

SECTION 19.4 TIME LIMITATIONS:

The time limits set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. A 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 contained herein may be extended by written mutual agreement between the parties.

**ARTICLE 20
PAYROLL**

A complete and correct record of all time worked by each employee and wages paid said employee, shall be made by the Company and said record shall be made available to the representative of the Union upon demand. The Company will provide employees information regarding the accrual of vacation.

**ARTICLE 21
HEALTH & WELFARE**

SECTION 21.1 WEEKLY CONTRIBUTIONS:

The Company agrees to continue contribution to the jointly trustee health care trust fund known as the United Food and Commercial Workers Union Local 789 and St. Paul Food Employers Health Care Plan ("Plan") on behalf of all employees at the following contribution levels:

Effective April 1, 2021 -- \$207.63
Effective April 1, 2022 -- \$215.94
Effective April 1, 2023 -- \$224.58

SECTION 21.2 TRUST AGREEMENT:

The Company hereby agrees to execute and be bound by the existing trust agreement or joinder agreement covering the aforesaid fund and any amendments thereto without delay.

**ARTICLE 22
PENSION**

SECTION 22.1 MONTHLY CONTRIBUTIONS:

During the term of the Agreement, the Company's contributions to the United Food and Commercial Workers International Union-Industry Pension Fund ("Pension Fund") shall be capped at one hundred ninety-nine dollars and eighty-eight cents (\$199.88).

SECTION 22.2 TRUST AGREEMENT:

Payments to the United Food and Commercial Workers International Union-Industry Pension Fund are conditioned upon the continued qualification of said Plan under Internal Revenue regulations.

SECTION 22.3 ELIGIBILITY FOR PENSION:

Contributions for new Journeyman and Apprentice Meat Cutters and Trimmers shall be paid the first of the month following a full thirty (30) days in that classification.

Contributions for new Wrappers/Laborers shall be paid on hours worked in their twelfth (12th) month of employment and remitted to the pension plan in their thirteenth (13th) month of employment in that classification or upon their promotion to apprentice, whichever comes first.

SECTION 22.4 401(k) PLAN

Employees will be eligible for the Company 401(k) Plan with no matching contribution.

ARTICLE 23 DEFINITIONS OF EMPLOYEES

SECTION 23.1 JOURNEYMAN:

A Journeyman is a skilled meat cutter who has either served his apprenticeship in accordance with the period of time as set forth in this Agreement or who has qualified as a skilled meat cutter. His duties shall consist of receiving, handling, cutting, selling, processing, wrapping, and displaying of meat, poultry, sausage or fish; fresh, frozen, chilled or smoked and the performance of all work incidental thereto.

SECTION 23.2 APPRENTICE:

An Apprentice is a person learning all the details and developing manual skill for performing, after a stated training period, the duties of a Journeyman Meat Cutter. In the course of their duties, they shall be under the supervision of a Journeyman.

SECTION 23.3 WRAPPER & LABORER:

A Wrapper, or Laborer is a person who shall not perform any portion control, band saw work, use knives for cutting meat or use tenderloin skinning machines. They will be able to grind and dice on mechanical tools provided all Journeyman Meat Cutters are otherwise engaged. In the event that overtime must be worked in order to complete work that includes dicing, this overtime will be offered to Journeyman Meat Cutters on the shift in question before it is offered to laborers.

A Wrapper or Laborer selected to grind or dice meat will receive a \$0.25 per hour premium for full hours worked grinding/dicing meat rounded-up to the nearest hour.

SECTION 23.4 TRIMMER:

A Trimmer will prepare all cuts of meat for portion cutting using knives and/or mechanical meat processing tools; this may include opening and trimming, seaming out product, skinning, grinding, dicing and cutting but not including a saw. The work performed by Trimmers will not result in the creation of an end product excluding by-products. By products are defined as products created as a result of the initial trimming by a Trimmer. Trimmers may also perform Laborer/Wrapper work as assigned.

SECTION 23.5 INVENTORY CONTROL:

An Inventory Control classification is a material handler that is proficient and responsible for tracking and recording inventory. Responsibilities include (but are not

be limited to) receiving inventory including quality inspection and control; putting away, retrieving and replenishing inventory; managing FIFO controls; performing physical inventory counts; and ensuring cleanliness, safety and product integrity throughout the warehouse.

ARTICLE 24 WAGES

The wage progressions and minimum wage structure for all classifications of employees shall be contained in Appendix "A", Wages attached and a part of this Agreement. No employee shall have his or her wages reduced to defeat the purpose of this Agreement.

ARTICLE 25 SUCCESSOR CLAUSE

In the event of sale of the facility, the new owner shall recognize the Union and the Agreement with all its provisions, and grant to all employees all rights and benefits provided for there under, including all seniority and service time accumulated, except that the new owner shall have a thirty (30) day probationary period applied to all employees and may request, in addition thereto, another thirty (30) days with respect to any individual whom the new owner has reason to doubt his/her performance.

It is agreed that the sole and exclusive obligation of the seller under this provision and the Collective Bargaining Agreement shall be to advise the prospective purchaser of the existence of this Labor Agreement. The seller shall have no other obligation of any kind.

ARTICLE 26 SEVERANCE

- 1) In the event the Company permanently discontinues operation, severance will be paid to eligible employees in the manner set forth in this agreement.
- 2) Employees who have four (4) or more years of continuous employment will be eligible for severance pay.
- 3) The amount of severance pay for eligible employees will be one (1) week's average pay for each completed year of continuous employment in excess of four (4) years but not to exceed a maximum of six (6) week's pay.
- 4) In consideration of the benefits provided by this Agreement, the Union agrees to cooperate fully in the Company's discontinuance of operations and agrees not to disrupt or otherwise interfere with the Company's discontinuance of operations.
- 5) The Company will have no further obligations or liabilities arising from the discontinuance of operation.

**ARTICLE 27
EVALUATIONS AND REVIEW**

The Company may institute an annual evaluation and review of employees.

**ARTICLE 28
TEMPORARY UNION LEAVE OF ABSENCE**

The Company agrees that it will provide a leave of absence for a period of time, not to exceed three (3) years, for an employee requested by the Union to assist the UFCW International or the Local for temporary work as a Union Representative. It is understood that the Union would make any contributions necessary to continue the employee's participation in Health or Pension programs as provided by the Agreement during this leave of absence. The Company would provide this leave without loss of seniority and would reinstate the employee to his/her former schedule of hours and duty assignment at the end of the leave. The exception would be that the Company may exclude the time period from the second week in November through the end of December and where there may be unanticipated circumstances that would prevent the Company from granting this request.

**ARTICLE 29
MANAGEMENTS RIGHTS**

The Company retains, solely and exclusively, all the rights, powers and authority, except as specifically abridged by an express provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Company and not abridged by this Agreement include, but are not limited to, the following: To manage, direct and maintain the efficiency of its business and employees; to manage and control its departments, facilities and operations; to discontinue work; to direct the work force; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, demote, suspend, discharge and maintain the discipline and efficiency of its employees; to lay off employees; to establish work standards, schedules of operation and workloads; to specify or assign work requirements and require overtime, to assign work and decide which employees are qualified to perform work; to schedule and change working hours, shifts and days off; to adopt rules of conduct and safety rules; to determine the methods, processes, means of providing services; to determine the location and relocation of facilities; and to effect technological changes.

**ARTICLE 30
TERM OF AGREEMENT**

SECTION 30.1

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of Collective Bargaining; and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered, in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been

within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION 30.2

This Agreement shall become effective April 1, 2021 and shall remain in effect until March 31, 2024, unless changed by mutual consent. Should either party desire to change, modify or terminate the Agreement on March 31, 2024, written notice must be given to the other party sixty (60) days in advance of March 31, 2024.

If such notice is not given within such time, the Agreement shall be considered as automatically renewed for an additional period of one (1) year and in like manner from year to year thereafter.

This Agreement supersedes any previous agreements between the Company, its employees and the Union. It is intent and purpose of the parties that this Agreement between the Company and the Union constitutes the entire Agreement between the parties and supersedes all previous contracts and practices, verbal or written, between the parties. Changes herein may be made at any time by mutual consent, provided such changes are set forth in writing

STOCKYARDS MEAT PACKING
COMPANY OF ST PAUL

By: Michael Van Horn 3/25/24

Title: GM

By: [Signature]

Title: Operations Manager

By: Amy M. Foran

Title: Director, Labor Relations

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1189

By: [Signature]

Title: NORTHERN DIRECTOR

By: [Signature]

Title: Secretary Treasurer

APPENDIX "A"

WAGE SCHEDULES

Classification	Effective 04/01/21	Effective 04/1/22	Effective 04/1/23
Journeyman	23.59	24.04	24.59
Apprentice			
New Start Rate	19.43	19.88	20.43
After 6 months	19.93	20.38	20.93
After 12 months	20.43	20.88	21.43
After 18 months	20.93	21.38	21.93
After 24 months	21.43	21.88	22.43
After 30 months	23.59	24.04	24.59
Trimmer			
New Start Rate	18.57	19.02	19.57
After 6 months	19.07	19.52	20.07
After 12 months	19.57	20.02	20.57
After 18 months	20.00	20.45	21.00
Inventory Control			
New Start Rate	17.48	17.93	18.48
After 6 months	17.96	18.41	18.98
After 12 months	18.86	19.31	19.86
After 18 months	20.00	20.45	21.00
Wrappers/Laborers			
New Start Rate	16.42	16.87	17.42
After 6 months	16.90	17.35	17.90
After 12 months	17.80	18.25	18.80
After 18 months	18.94	19.39	19.94

Bargaining unit employees actively employed and on the payroll on the date of the ratification of this contract will receive \$250 lump sum payment no later than the 2nd pay period following ratification.

The Company shall begin Health and Welfare payments the first of the month following the signatory date of this Agreement.

The Company, using the date of hire of the existing employees, shall begin contributions to the pension fund, as required in this Agreement.

Employees above scale shall receive the same cents per hour rate of increase as employees at the rates listed.

Where an employee has been slotted in a specific position, they will continue on from that point forward.

Piecework Contract rates will be negotiated separately with those Companies having piecework boning. The Union has the right to strike if we cannot reach an agreement. The right to strike shall not apply to any Company not using piecework boning.

APPENDIX "B"

DRUG AND ALCOHOL TESTING POLICY

PURPOSE: The Company is committed to maintaining a work environment which is free from the influence of alcohol and/or illegal drugs to protect the health, safety, and well-being of its employees and visitors. The Company has therefore adopted this Drugs and Alcohol Testing Policy for its employees.

POLICY: The Company prohibits the use, possession, transfer, and sale of alcohol and/or illegal drugs while working, while on all premises owned or operated by the Company, and while operating any Company vehicle, machinery, or equipment. It also prohibits reporting for work, and working anywhere on behalf of the Company under the influence of alcohol and/or illegal drugs.

Violation of this policy may result in discipline, up to and including discharge. "Illegal drugs" means controlled substances, and includes prescription medications that contain a controlled substance and which are used for a purpose or by a person for which they were not prescribed or intended.

VOLUNTARY DISCLOSURE: Employees are encouraged to voluntarily disclose the excessive use to alcohol and/or illegal drugs being confronted, tested, or otherwise involved in drug and/or alcohol related discipline or proceedings. An individual who does so may be granted time-off for treatment, rehabilitation, or counseling in accordance with the current Contract Agreement. Employees who voluntarily disclose the excessive use of alcohol and/or illegal drugs will not be discriminated against because of this disclosure nor will the disclosed information be used as the sole basis for discipline.

SCOPE: This policy is applicable to all employees employed by the Company, except those employees subject to mandatory drug testing by federal law or regulation.

GROUND FOR TESTING: Testing will be requested or required only under the circumstances described below. No testing will be sought for the purpose of harassing an employee. A laboratory licensed by the State of Minnesota and certified by the National Institute on Drug Abuse conducts all tests. The laboratory will notify the Company only of the presence of controlled substances and their metabolites and/or alcohol in the sample tested.

Reasonable Suspicion: An employee may be requested or required to undergo a drug and/or alcohol test if there is a reasonable suspicion that the employee: (a) is under the influence of alcohol and/or illegal drugs, (b) has violated the policy statement above, (c) has caused himself/herself or another employee to sustain a personal injury, (d) has caused a work-related accident, or (e) has operated or helped operate machinery, equipment, tools, knives or vehicles involved in a work-related accident.

- 1) Post-Accident and/or Horseplay: An employee may be requested or required to undergo drug and/or alcohol testing if there is reasonable suspicion that the employee has been involved in an accident which causes damage to person or property or has participated in

horseplay which results in damage to persons or property.

- 2) Treatment Program: An employee may be requested or required to undergo drug and/or alcohol testing if the employee has been referred by the Company for chemical dependency treatment or evaluation. The employee may be requested or required to undergo drug and/or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following the referral for chemical dependency treatment or evaluation.

NOTIFICATION: Before requesting or requiring an employee to undergo drug and/or alcohol testing, the Company will provide the employee with a copy of this Drug and Alcohol Testing Policy and provide the employee with an opportunity to read the policy.

RIGHT TO REFUSE TO UNDERGO DRUG AND ALCOHOL TESTING AND THE EFFECT THERE OF: Any employee has the right to refuse to undergo drug and/or alcohol testing. An employee who refuses to be tested or whose behavior prevents meaningful completion of drug and/or alcohol testing will be subject to discharge or other disciplinary action at the discretion of the Company and in conformity with the current Contract Agreement. If an employee refuses to undergo drug and/or alcohol testing no test will be administered.

RIGHTS IN CASE OF A POSITIVE TEST: If the initial result on the drug and/or alcohol test is positive, the sample which was tested will be subjected to a second, confirmatory test. No employee will be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation solely on the basis of an initial positive test result. If the confirmatory test result is also positive, the employee may be subjected to disciplinary action, up to and including discharge. In accordance with the current Contract Agreement and the following:

- 1) First Positive Test Result on Confirmatory Test: An employee will not be discharged based on a first time positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by the Company unless he or she has been given the opportunity to participate in a drug or alcohol counseling rehabilitation program and has refused to participate or has failed to successfully complete the counseling program.
- 2) Subsequent Positive Result on Confirmatory Test: An employee who receives a positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by the Company and who has previously received a positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by the Company may be discharged, so long as a previous positive result occurred within the three (3) preceding years.

If the results of the confirmatory test are positive, an employee has the right to explain the reasons for the positive test and to request a confirmatory retest of the sample, to be conducted at the employee's expense. Any employee wishing to exercise these rights may do so within five (5) working days. Additional internal appeal mechanisms may be available.

If the initial result of the drug and/or alcohol test is negative or the confirmatory test is negative, the employee is considered to have satisfactorily completed the drug and/or alcohol test.

ADDITIONAL RIGHT OF EMPLOYEES: An employee who is requested or required to undergo

drug testing will be provided with a copy of the test results upon request. An employee who is suspended without pay will be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory test is negative.

CONFIDENTIALITY: The fact that an employee has been requested or required to take a drug and/or alcohol test, the result of the test, and information in the alcohol and/or illegal drug testing process will be treated in a manner consistent with the Company's treatment of other private and confidential information concerning employees. Voluntary disclosure by an employee of the excessive use of alcohol and/or illegal drugs before being confronted, tested, or involved in drug and/or alcohol-related discipline or proceedings will also be treated in a manner consistent with the Company's treatment of other private and confidential information concerning employees. This information will not be communicated by the Company to individuals inside or outside the Company without the employee's consent except to those who need to know this information to perform their job functions, and as permitted or required by law or regulation.

ADDENDUM

The parties agree to amend the labor Agreement in the following manner:

The basic forty (40) hour work week as described in Section 2.1 will remain in force; however, the Company will have the ability to reduce hours in each classification, shift/schedule, without laying off the least senior person.

The annual maximum mandatory reduction in hours will not exceed sixty-four (64) hours per employee. If mandatory reduction is needed beyond the specified annual maximum (sixty-four (64) hours per employee), it would be accomplished using the present lay-off procedures as per Section 5.3. No employee's hours will be mandatorily reduced by more than eight (8) hours in one (1) work week.

The Company agrees to use their best effort to keep the hours reduction equalized throughout all shifts. The Company and Union will review the equalization on a quarterly basis.

It is further agreed that this Addendum and its provision will sunset at the expiration date of this Agreement (March 31, 2024) unless otherwise renegotiated.

**MEMORANDUM OF AGREEMENT
BETWEEN
US FOODS, INC. AND UNITED FOOD & COMMERCIAL WORKERS LOCAL 1189**

US Foods, Inc. ("Company") and United Food & Commercial Workers Local 1189 ("Union") are parties to a collective bargaining agreement ("CBA") effective April 1, 2021 through March 31, 2024.

The Company and the Union have executed this Memorandum of Agreement that will be applicable through the duration of the CBA with the following terms:

1. The Company will email to the Union Business Agent the name and starting date of an individual employed through a Temporary Service Agency ("Temporary Worker").
2. The Temporary Worker may apply for an opening posted by the Company and will be considered for such opening if qualified. Effective on the Monday following the 90th day of actual work by the Temporary Worker, the Company will either release the Temporary Worker or hire the Temporary Worker as a Company employee ("Employee"). On the first day of employment with the Company, the Employee shall become a member of the Union.
3. The probationary period set forth under Article 5.2.2 shall be waived for an Employee hired as set forth in paragraph 2 above, except that such probationary period may be extended up to an additional thirty (30) days if the Employee has actually worked as a Temporary Worker less than sixty (60) days in the calendar year hired as an Employee.
4. The seniority for an Employee hired as set forth in paragraph 2 above shall revert back to the first day most recently utilized as a Temporary Worker if the gap between the last day as a Temporary Worker and the first day as an Employee is thirty (30) days or less.
5. A maximum of two (2) Temporary Workers may be utilized at any given time due solely to work fluctuation. There shall be no limit to the utilization of Temporary Workers due to employee absenteeism (for whatever reason) provided that the Company agrees to meet with the Union upon request to discuss over-utilization.
6. The Company will notify the Union if there is a change, either positive or negative, to the temporary agency national agreement regarding the days-worked fee structure.

US FOODS, INC.

By: Michael Van Hove

Name: Michael Van Hove

Title: General Manager

Date: 3/26/21

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1159

By: Abraham Wangnoo

Name: Abraham Wangnoo

Title: Director of Organizing

Date: 3/29/21