

AMENDED AND RESTATED AGREEMENT

BETWEEN

LONG PRAIRIE PACKING COMPANY

AND

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL #1189

Effective January 1, 2021 - December 31, 2025

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AMENDED AND RESTATED COLLECTIVE BARGAINING AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT is effective January 1, 2021 and is between LONG PRAIRIE PACKING COMPANY, LLC located at 10 Riverside Drive, Long Prairie, Minnesota, (Company), 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

<u>Section 1.</u> 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.

<u>Section 2.</u> 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..

<u>Section 5.</u> "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

<u>Section 1.</u> 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 Time Off, and deductions made for the period covered by the paycheck.

Section 2. During the contract term, 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 eight (8) hours in a day or forty (40) hours in a week shall be paid at time and one-half (1½) of the regular rate of pay. Any time worked on Saturday, and all second shift time worked with a scheduled start on a Saturday no later than 4:00 pm, shall be paid at the rate of time and a half (1½) of the regular rate of pay. Any time worked on Sunday, except second shift scheduled to start Saturday with a scheduled start time no later than 4:00 pm, shall be paid at the rate of two (2) times the regular rate of pay.

To qualify for daily and weekend overtime under this Section, an employee must have worked all scheduled hours during the work week. The only exceptions to the requirement that an employee work all scheduled hours are: paid holidays, funeral leave, preapproved/scheduled Paid Time Off in daily (8 hour) increments, and jury duty any of which will excuse the requirement that an employee work all scheduled hours for purposes of qualifying for daily and weekend overtime described in this Section, and these exceptions will be paid at the employee's regular straight time hourly rate plus incentive.

Preapproved/scheduled Paid Time Off of less than a full day (i.e. less than 8 hours) will not count as scheduled time worked for purposes of determining daily overtime on the day that PTO was taken, but the employee will remain eligible for daily and weekend overtime under this Section on the other days and weekend days of the week. Emergency Use PTO is not preapproved and therefore does not satisfy the requirement in this Section that an employee must work all scheduled hours in order to be eligible for the daily and weekend overtime rate described in this Section.

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.

<u>Section 5.</u> 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).

ARTICLE 4 SENIORITY

<u>Section 1.</u> 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. 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.

<u>Section 3.</u> 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

PROCESSING DIVISION

Kill Floor

Boning
Offal Cooler Cold CoolerFreezer
Loading and Receiving
Packing Line

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

<u>Section 5.</u> 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.

<u>Section 6.</u> 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 within three (3) days for three (3) working days on the bulletin board. Employees who desire the job shall sign the posting the employee having the most seniority shall be given the opportunity to qualify for the job. If no employee signs for the job opening, the posting shall stay up indefinitely until a qualified candidate signs for the job.

Section 8. Employees who successfully bid on a posted job will be assigned to that job within fifteen (15) 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 bracket 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.

<u>Section 10.</u> Within thirty (30) days from starting date on the job, management will decide whether the employee is capable of filling that position.

<u>Section 11.</u> 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.

<u>Section 12.</u> 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.

<u>Section 14.</u> 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.

<u>Section 15.</u> 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) Absent 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.

<u>Section 17.</u> If an employee with more seniority is absent on paid time off when a job is posted, he or she shall be given an opportunity to bid for the job upon his or her 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 a person declines to be assigned for additional work, the worker 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.

<u>Section 19.</u> 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" for the overtime.

ARTICLE 5 WORK IN TWO OR MORE CLASSIFICATIONS

<u>Section 1.</u> 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 he is able to perform all functions of the job.

<u>Section 2.</u> 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, they shall receive the lower classification of pay.

ARTICLE 6 PAID TIME OFF

Section 1. The Company will provide employees covered by this Agreement with paid time off (PTO) as defined herein. PTO provides for paid absences from work for vacations, sick time, emergencies and other approved personal activities. Subject to certain exceptions addressed by this Agreement, the PTO program will be administered by the Company consistent with the non-union PTO policy in effect at the inception of this Agreement.

PTO is provided in lieu of vacation or other paid personal time, and the amount of time accrued for PTO will be based on hours actually worked and the employee's length of service with the Company as further defined below.

PTO is in addition to the Employer's paid holiday schedule, as well as its funeral/bereavement leave program.

Section 2. Employees will accrue PTO for each hour worked based on their length of service in accordance with the chart below. The employee's most recent date of hire will be used for the calculation of years of continuous employment. PTO will accrue from 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. PTO only accrues for hours worked. Neither holiday pay hours nor PTO hours used will count toward the accrual of additional PTO. PTO hours are paid at straight time and not at the overtime rate.

ACCRUAL SCHEDULE

Accrual during 1st and 2nd years of continuous employment	0.04 hours for every hour worked
Accrual during 3rd, 4th and 5th years of continuous employment	0.05 hours for every hour worked
Accrual during 6th through 10th years of continuous employment	0.06 hours for every hour worked
Accrual during 11th through 20th years of continuous employment	0.07 hours for every hour worked
Accrual during 21st year and beyond of continuous employment	0.08 hours for every hour worked

The calculation of accrued PTO will be based on minimum work hour increments of 5 hours due to timekeeping system limitations. That is, if an employee worked 52 hours in the week, his/her PTO accrual for that week would be based on 50 hours, with the remaining 2 hours being carried over and added to the following week's PTO accrual calculation, and so on. The accrued PTO balance will be displayed on the employee's payroll check stub or payroll advice.

<u>Section 3.</u> Use of Accrued PTO Hours Accumulated PTO hours can be used in the following ways subject to the procedures outlined in this Article: :

- For weekly scheduled vacations;
- For paid days or partial days off during a workweek that have been scheduled in advance;
- Up to sixteen (16) hours for personal emergencies with limited notice to Employer;
- For scheduled facility shut downs, at the employee's option; and/or
- Sold back to the Company for pay.

Hourly employees are encouraged to use at least one week (40 hours) of accrued PTO for vacation each year. To take a full week of vacation, an employee must use at least 40 hours of PTO, or a combination of 40 hours of PTO and Holiday hours, but may use more than 40 hours for a vacation week if desired. Scheduling of vacation weeks will be in accordance with Section 4.

Section 4. Procedure for Scheduling; PTO for Scheduled and Unscheduled Days or Partial Days Off.

a. Pre-Approved/Scheduled PTO . A master vacation schedule will be posted by December 15th of each year. Employees will be given the opportunity to request weeks of PTO by seniority during the first full week of January. Employees may select individual days of PTO 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 , and except as permitted under Section 4.b., PTO will be scheduled in order of employee requests consistent with the Company's production requirements ("Pre-Approved/Scheduled PTO) The Company will respond to an employee's request for vacation within two (2) business days of the request.

Employees may use PTO for personal scheduled time away from the workplace by completing a PTO Approval/Redemption Request and having it approved in advance by the employee's supervisor, subject to the facility's business needs. Pre-approved/Scheduled PTO used during a work week will satisfy the requirement that an employee work all scheduled hours to maintain incentive pay, provided that all other requirements for the weekly incentive have been met for the week. Employees may also use PTO for scheduled shutdowns of the facility but may choose to take such time off without pay. Employees may take paid time off under this section in increments of two (2) or more whole hours.

b. Emergency Use PTO. PTO with limited notice and not pre-approved or scheduled due to personal emergencies is available for employees to use in two hour increments and up to sixteen (16)_hours per year using a 365 day look period ("Emergency Use PTO"). Emergency Use PTO may be used in two (2) hour increments with notice to the Employer prior to the start of the scheduled shift for reasons including personal sickness, child-care, or the sickness of a dependent or immediate family member that requires employee to be absent from work.

<u>Section 5.</u> Employer Paid Out PTOEmployees may carry over unused PTO from year to year. However, there is a maximum amount of PTO hours that can be accumulated. The maximum amount an employee may have in your PTO accrual at any time is 240 hours. Once this maximum is reached, an automatic

payment will be made on the next scheduled pay date for any accumulated accrual of PTO that exceeds 240 hours.

An employee may turn in accrued hours of PTO for pay at any time by completing a PTO Approval/Redemption Request and opting for additional PTO pay. PTO turned in for pay will be paid with the hourly incentive rate included.

Section 6. Hourly Rate of Pay for PTO. The rate of pay for PTO hours paid is the employee's base hourly grade pay rate for the employee's owned job, plus hourly incentive rate. There is one exception to this rule; an employee who is terminated for cause or who voluntarily terminates employment without notice of at least two weeks will have accumulated PTO hours paid out at the base hourly grade pay rate only, without hourly incentive.

All PTO hours are paid at the non-overtime rate, regardless of when or how used.

Section 7. PTO and Leaves of Absence. Time off for certain leaves of absence, such as jury duty or funeral/bereavement leave pursuant to the union contract will not require the use of PTO. FMLA leaves will require the use of accrued PTO in accordance with the Company's Leave of Absence Policy. Employees should check with their union representative, Human Resources Manager, or their immediate supervisor regarding these circumstances.

<u>Section 8.</u> Employees hired before January 1, 2000 will not be required to work on the Saturday prior to being absent with a week or more of scheduled PTO.

Section 9. Employees shall be able to take their scheduled PTO consecutively. If the employee successfully submits his PTO, which is approved, then he or she shall not be able to take unpaid time off until they accrue additional PTO. This language does not apply to any leaves of absences the employee may otherwise be entitled to under the Company's Leave of Absence Policy.

<u>Section 10.</u> Upon termination of employment, accrued paid time off will be paid out according to this Agreement.

ARTICLE 7 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 work day does not exceed nine (9) hours. There will be a paid fifteen (15) minute break in the second half of the workday if the work day 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 work day 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.

<u>Section 4.</u> The break schedule will be posted in the plant. It will not be formally rescheduled without prior discussion with the Local 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. Down time 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 be unscheduled line stoppage, includes but is not limited to, mechanical failure, USDA stoppage and food or personal safety issues.

ARTICLE 8 HOLIDAYS

<u>Section 1.</u> 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 holidayexcept 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 will be closed on December 24th (Christmas Eve Day), December 25th (Christmas Day) and December 26th (Sunday) resuming operations on Monday, December 27, 2021. Christmas Day and Christmas Eve Day will be 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 management.

ARTICLE 9 CLOTHING AND EQUIPMENT

<u>Section 1.</u> 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. All equipment must have proper employee's identification number and exchanges will be based on Company's discretion. Employee shall be responsible for purchasing lost, stolen or abused equipment. 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.

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

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

<u>Section 4.</u> 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 pay check.

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 uniforms laundry service for all employees.

ARTICLE 10 WARNING NOTICE AND DISCHARGE PROCEDURE

<u>Section 1.</u> 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.

<u>Section 2.</u> 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 11 GRIEVANCE PROCEDURE AND ARBITRATION

<u>Section 1.</u> A grievance is an alleged violation of specific terms of this Agreement by the Company. Any grievance arising under this Agreement, unless expressly excluded from this Article's coverage, will be settled by the parties exclusively according to this Article's terms.

Section 2: For a grievance to be arbitrable the aggrieved employee with or without Union representation, should attempt to resolve the dispute with his/her Superintendent within ten (10) calendar days from the time the employee becomes aware of the issue. The parties agree that the aggrieved employee must be

present during the lodging of the grievance and any following grievance discussion. If the matter is not resolved with the Superintendent, it must be reduced to writing and presented to the Human Resource Manager who will then meet with the grievant, the union representative and superintendent within ten (10) days after the meeting with the Superintendent. The union representative may alone file a grievance in cases where the grievant is suspended or terminated. The Company will use its best effort to resolve grievances on Company time.

Section 3. If the matter is still not resolved, it must be presented to the Plant Manager (or the VP of Operations if Plant Manager is absent) in writing within ten (10) days of the meeting between the Human Resource Manager, the grievant and/or the union representative. In the event of the Plant Manager and the VP of Operations absence, the ten (10) day time period will stop during both their absence and resume counting the number of days from where it left off upon his return. Grievances must be submitted on a form provided by the Union and signed by the grievant. The written grievance must contain a description of the conduct complained of, the section of the contract allegedly violated and the relief requested. Any grievance which fails to conform to these requirements may be disregarded by the Company and may not be processed further.

Section 4. The Plant Manager or his designee, the grievant, the Union steward, the Union representative and the employee's superintendent will meet within ten (10) days of the Plant Manager's (or VP of Operations as applicable) receipt of the grievance and attempt to resolve it. If the grievance is not resolved, the Company will provide the Union with a written answer to the grievance within five (5) days of this meeting. If the matter is not resolved within fifteen (15) days of receipt of the written answer, either party may proceed to Section 5.

Section 5. Any grievance not resolved under the previous provisions of this Article may be referred to the Bureau of Mediation Services of Minnesota. The party wishing to submit the grievance to non-binding mediation must do so in writing within fifteen (15) days following the referral of the matter to the parties in Section 5 of this Article. If neither party chooses mediation within the allowable time frame, either party may request arbitration within the same fifteen (15) day time period. If the parties proceed to mediation and either party wishes to proceed to arbitration, they must, within fifteen (15) days of receipt of the Mediator's recommendations, file a request for arbitration with the other party.

Section 6. If either party proceeds to arbitration, such grievance submitted to arbitration shall be considered by one of three permanent arbitrators, and the three permanent panel members shall then rotate in sequence from one to the next as said grievances arise, without resort to any further selection or appointment procedures. To determine the order of the initial rotation amongst the permanent panel members, the parties shall flip a coin with the winner choosing the first arbitrator, the loser choosing the second, and thereafter by rotation.

The permanent members of the panel shall be jointly selected initially by agreement between the Union's designated legal counsel and the Employer's designated legal counsel. If the two cannot agree to the panel members within a reasonable amount of time after ratification of this Agreement then each party shall select one panel member and the third will be appointed by requesting from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) arbitrators. Arbitrator names will be struck alternatively by both parties until one name remains. The Union will be the first to strike. Either party may reject one panel prior to striking, in which case a new panel will be requested. The arbitrator will be notified of his selection and appointment to the panel of arbitrators.

Any arbitrator selected from a FMCS panel under this procedure shall be subject to removal at any time by mutual agreement between the Union and the Employer. In addition, either the Union or the Employer may request that an entirely new panel be established as above, no more than once during the term of this

Agreement and provided that no demand for arbitration is then pending. Such request will result in the immediate dissolution of the established panel and a new panel selection process shall commence, to be completed within 30 days. The parties may, at any time, agree to expand the panel to five (5) members, using the same process as above.

Section 7. For any grievance which proceeds beyond Section 5 of this Article, the parties must submit in writing all known evidence bearing on the grievance. This includes, but is not limited to, a description of the subject matter giving rise to the grievance, relevant dates and all witnesses, along with the specific contract clause that has allegedly been violated. Failure to comply with this Section will serve as a bar to the introduction of the evidence by the parties at arbitration. Evidence that is discovered at a later date may be introduced at hearing only if the party discovering the evidence provides the other party written notice of its existence at least five (5) working days prior to the arbitration.

<u>Section 8.</u> If the arbitration hearing is not held within sixty (60) days of requesting arbitration, the grievance will be dismissed. If the failure to arbitrate within sixty (60) days is due to the unavailability of the selected arbitrator or the Employer's representative, the grievance will not be forfeited at that point.

<u>Section 9.</u> Failure to adhere to this Article's time limitations will permanently bar any further processing of the grievance, including the submission of the grievance to arbitration. However, these time limits may be extended by mutual agreement of the parties on a non-precedent setting basis.

<u>Section 10.</u> Unless the parties agree otherwise in writing, settlement of grievances will operate as a precedent for subsequent situations.

Section 11. In rendering a decision, the arbitrator will be governed and limited by the provisions of this Agreement, applicable law, and the expressed intent of the parties as set forth in this Agreement. The arbitrator will have no authority to add to, subtract from, or modify any of the terms and provisions of this Agreement. The arbitrator's decision will be final and binding upon the parties.

<u>Section 12.</u> The arbitrator will be asked to determine who is the prevailing party. The expense of the arbitrator will be paid by the party that does not prevail. If the arbitrator determines there is no prevailing party, the cost will be shared equally by the parties.

Section 13. The right to use the arbitration procedure will only be available during the term or written extension of this Agreement. Upon this Agreement's termination, the right to use the arbitration procedure will cease unless the action forming the basis of the grievance arose during the term of the Agreement.

ARTICLE 12 LEAVES OF ABSENCE

<u>Section 1.</u> Leaves of absence shall be limited to three (3) months unless otherwise provided for in this contract or required by law.

<u>Section 2.</u> An employee desiring a leave of absence from the job, shall secure written permission from the Company prior to the leave of absence. Failure to do so will result in the complete loss of seniority rights of the employee involved. The Company will notify the Union of any granted leaves of absence.

<u>Section 3.</u> In the case of accidental injury, pregnancy or sickness which renders the employee unable to work, an automatic leave of absence shall be granted for the period of time that they are judged unable to

work up to a period of one (1) year or for a period of time equal to the employee's total seniority, whichever is less.

- 3.1 If the employee is FMLA (Family Medical and Leave Act) eligible on the first date of the leave of absence, such employee shall retain his bid job for as long such employee remains on a FMLA qualifying leave. On the expiration of such FMLA leave, such employee shall lose his or her bid job.
- 3.2 If the employee is not FMLA eligible on the first date of the leave of absence, such employee shall lose his or her bid job only after the leave has exceeded 30 days of absence.
- 3.3 The Employer may require a physician's statement documenting the absence and ability to continue working or to return to work.
- <u>Section 4.</u> An employee who leaves employment to enter the military service of the United States will be reinstated in the employ of the Employer in accordance to the provisions of Federal and State law regarding veteran's re-employment rights.
- <u>Section 5.</u> An employee may exercise his/her right to parental/family leave as provided by either the Family Medical Leave Act or State statute, whichever is applicable.

ARTICLE 13 FUNERAL LEAVE

<u>Section 1.</u> 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 14 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 15 PLANT VISITATION

<u>Section 1.</u> 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 Business Representative of the Union shall have admission to the work rooms at all times the employees are at work, providing he so conducts himself as not to interfere with the employees in the performance of their duties.

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 twenty (20) minutes in duration.

ARTICLE 16 AGREEMENTS

<u>Section 1.</u> 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 17 PICKET LINE

<u>Section 1.</u> 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.

<u>Section 2.</u> 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 18 GENERAL CONDITIONS

<u>Section 1.</u> 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.

<u>Section 2.</u> 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.

<u>Section 4.</u> 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.

<u>Section 5.</u> 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.

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

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

<u>Section 9.</u> It is agreed that should the Company initiate a new method of operation or a change in division classifications to the present labor contract, 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.

<u>Section 10.</u> 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) work days of any request for vacation and paid time off.

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 19 WORKERS COMPENSATION

<u>Section 1.</u> 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 20 SAFETY COMMITTEE

Section 1. A safety committee will be maintained by the Company. It will be composed of at least one (1) person from 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.

<u>Section 2.</u> 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.

<u>Section 3.</u> 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 plant manager or his designee.

<u>Section 4.</u> 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.

<u>Section 5.</u> The Company will continue to provide a suggestion box.

ARTICLE 21 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, he is to report to the plant for work. This jury duty obligation shall be limited to one (1) week of pay annually.

ARTICLE 22 WAGES AND JOB CLASSIFICATIONS

<u>Section 1.</u> Effective immediately following ratification of this Agreement, the minimum starting rate will be \$15.25 per hour for a maximum of the first 5 days of orientation. Upon completion of the probationary period, or sooner if qualified, an employee will be moved to the base rate 11.

Section 2. The base and incentive rates for the corresponding classes described in Appendix A will become effective with the first business day following the effective date of this Agreement. The incentive rate is subject to pre-existing Company policies, including attendance, behavior and safety policies, consistent with Company's rights under Article 10 section 1.

Section 3. On the first Monday in January of 2022, 2023, 2024, 2025 . the base rate for all positions in Appendix A will be increased by \$0.30 per hour. The incentive rate will not change.

Section 4. The job classifications and corresponding job titles described in Appendix A shall shall become effective upon ratification of this agreement. In the event of an upgrade to a job bracket as a result of these negotiations, employees performing those jobs will get the new bracket pay upon 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 1/1/2023 after which time they will accept the lower pay.

<u>Section 5</u> All new employees not completing their first week of work will be paid the applicable federal or state minimum wage rate.

Section 6. The positions of Lead Man in the Kill 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 Man will be Classification I rate plus and additional twenty-five (\$0.25) cents per hour. One Trim Sampler position has been reclassified as a Sampler Coordinator and is non-union.

Section 7. The position of Circle Saw shall be classified a five (5) if it is being filled by one employee; however, the Circle Saw position shall be classified an eight (8) if it is being filled by two or more employees. The position of Udder Remover shall be classified an eight (8) if it is being filled by one employee; however, the Udder Remover position shall be classified a ten (10) if it is being filled by two or more employees. The position of Side Puller Operator shall be classified a ten (10) if it is being filled by one employee; however, the Side Puller Operator position shall be classified an (11) if it is being filled by two or more employees. The position of Hind Saw shall be classified an eight (8) if it is being filled by one employee; however, the Hind Saw position shall be classified a ten (10) if it is being filled by two or more employees.

ARTICLE 23 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 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%.

For calendar year 2021-2022, the health plan offered to Employees is MSI Medica Choice passport ASO 2000-20% HRA Union. 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 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 2% for Retirement Plan years 2021 and 2022.
- Dollar for dollar Employer Matching Contribution up to 3% for Retirement Plan years 2023, 2024 and 2025
- Pursuant to the Retirement Plan, the Participant must complete a Year of Service (1000 Hours of Service) and be employed on the last day of the year to receive the Employer Matching Contribution.

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 24 MANAGEMENTS 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.

<u>Section 2.</u> 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.

<u>Section 3.</u> 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 25 NOTIFICATION

<u>Section 1.</u> 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.

<u>Section 2.</u> 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 26 NON-DISCRIMINATION

<u>Section 1.</u> 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 27 TERM OF AGREEMENT

This Agreement shall be in effect from January 1, 2021 up to and including December 31, 2025 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.

IN WITNESS WHEROF, Long Prairie Packing Co., LLC and UFCW, local #1189 have executed and delivered this Agreement as of the day and year first above written.

LONG PRAIRIE PACKING CO., LLC, a Delaware limited liability company
By: /// ////
Name: David M Paskach
Title: EVP Human Resources
UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL # 1189
By: / / / / / / / / / / / / / / / / / / /
Name: Lenky Fer J. Christinson
Title: Pasident

Appendix A

Base Pay	
Classification	
Incentive	Hourly

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Cut Selector	22 §6)	Hind Shanks	Drop Goosenecks	Drop Insides		Hind Saw (see Article 22 87)	Peel Knuckle	Knuckle Puller	Drop Bellies	Clod Puller	Chuck Saw	Shackle & Bone Briskets		Circle Saw	Bone Shanks	Cooler Pusher	Feed Chain	Wizard Knife	Trim Tenders	Bone Strips	Aitch-Bones	Bone Navels	Bone Butts	Clean Brisket Bones	DOIR NIDS	Bone Diffe	Bone Chucks	Job Title
17.25	18.50	17.75	17.75	18.50	17.25		17.50	17.75	17.25	20.50	17.25	17.50	17.75		17.50	16.25	16.25	17.25	17.50	17.75	17.75	20.25	17.75	17.25	20.50		20.50	Base Pay
Class 10	Class 6	Class 8	Class 8	Class 6	Class 10		Class 9	Class 8	Class 10	Class 1	Class 10	Class 9	Class 8		Class 9	Class 11	Class 11	Class 10	Class 9	Class 8	Class 8	Class 2	Class 8	Class 10	Class 1		Class 1	Base Pay Classification
1.50	1.50	1.50	1.50	1.50	1.50 performing	Class 8 when 1 employee	1.50	1.50	1.50	2.75	1.50		1.50 performing	Class 5 when 1 employee	1.50	1.50	1.50	1.50	1.50	1.50	1.50	2.75	1.50	1.50	2.75		2.75	Incentive

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Head Skinner	Blood Sampler	Sticker	Shackler (see Article 22.86)	Vacalor (Son Aut 22 so)	Bone Arms	Drop Paddle Bone	Remove Patella	Drop Femur Bone	Trim Sampler (See Article 22 §6)	Knife Room	operator	Fork Truck Operator and pallet jack	Lab (see Article 22 §6)	Bone Cannon (see Article 22 §6)	Freezer	Pull Tenders	Bone Cripples	Saw Bones	Shag with CDL	Shag Truck Driver	Yardman	Shin Boner	Laborers	Flat Trimmer	Inside Trimmer	Trimmer	Skinner	Box Scaler
18.75	17.25	18 50	17 50) 1 1	17.75	17.25	17.25	17.25	17.50	17.50	17.25		17.50	17.25	17.50	20.50	17.25	17.25	18.25	17.50	17.50	17.75	16.25	17.50	17.50	17.25	17.25	17.25
Class 5	Class 10	Class 8	Class 9	<u>)</u>	Class 8	Class 10	Class 10	Class 10	Class 9	Class 9	Class 10		Class 9	Class 10	Class 9	Class 1	Class 10	Class 10	Class 7	Class 9	Class 9	Class 8	Class 11	Class 9	Class 9	Class 10	Class 10	Class 10
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Head Skinner Bulls(no owner) Paid during performance of job-Stay at Class 5					NEW	NEW	NEW																					

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Rim Over	Trim Lungs & Box/Trachea	Calf Skinner	Offal Scaler	Offal Pack	Janitor	Liver Trim	Hot Scaler (see Article 22 §6)	Side Rail	Trim	Split Saw	Wash & Trim Tails	Bone Heads	Trim Mountain Chain	Paunch Dumper	Tripe Room (C) Cook Tripe	Tripe Room (B) Cut Out Pillar	Tripe Room (A) Separate Stomach	Pluck & Trim	Tongue Trim	Pre-Gutter	1st Gutter (Rename as Gutter)	Hide Puller	Hide Puller Driver	A de la constant de l	Rumper	Rod Weasands	Drop Bungs	Flanker	2nd Legger	1st Legger	Drop Tongues	Flush Heads	
17.75	17.25	17.50	17.25	16.25	16.25	17.25	18.75	17.75	17.50	20.50	17.25	17.75	17.50	17.25	17.25	17.25	17.25	17.75	17.25	17.25	20.50	17.50	17.50	17.50	17.25	17.50	18.50	19.25	19.25	19.25	17.50	16.25	
Class 8	Class 10	Class 9	Class 10	Class 11	Class 11	Class 10	Class 5	Class 8	Class 9	Class 1	Class 10	Class 8	Class 9	Class 10	Class 10	Class 10	Class 10	Class 8	Class 10	Class 10	Class 1	Class 9	Class 9	Class 9	Class 10	Class 9	Class 6	Class 4	Class 4	Class 4	Class 9	Class 11	
1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	2.75	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	2.75	1.50	1.50	1.50	1.50	1.50	2.75	2.75	2.75	2.75	1.50	1.50	

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17.75	17.50	17.75	17.25	17.50	17.25	17.25	17.50	17.50	17.75	19.50	17.75	17.50	17.25	17.25	16.25			17.25		17.25	16.25	16.25	17.50		16.25
Class 8	Class 9	Class 8	Class 10	Class 9	Class 10	Class 10	Class 9	Class 9	Class 8	Class 3	Class 8	Class 9	Class 10	Class 10	Class 11			Class 10		Class 10	Class 11	Class 11	Class 9		Class 11
1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	2.75	1.50	1.50	1.50	1.50	1.50	emp	Ω	1.50 p	Class	1.50	1.50	1.50	1.50		1.50
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GRADE	2021	2022	2023	2024	2025
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Base					
Rate	\$16.25	\$16.55	\$16.85	\$17.15	\$17.45
11					
10	\$17.25	\$17.55	\$17.85	\$18.15	\$18.45
9	\$17.50	\$17.80	\$18.10	\$18.40	\$18.70
8	\$17.75	\$18.05	\$18.35	\$18.65	\$18.95
7	\$18.25	\$18.55	\$18.85	\$19.15	\$19.45
6	\$18.50	\$18.80	\$19.10	\$19.40	\$19.70
5	\$18.75	\$19.05	\$19.35	\$19.65	\$19.95
4	\$19.25	\$19.55	\$19.85	\$20.15	\$20.45
3	\$19.50	\$19.80	\$20.10	\$20.40	\$20.70
2	\$20.25	\$20.55	\$20.85	\$21.15	\$21.45
) mark	\$20.50	\$20.80	\$21.10	\$21.40	\$21.70

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