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*In the event of a discrepancy between the English & Spanish translations of the Collective Bargaining Agreement, the English translation controls.

AGREEMENT

PREAMBLE

This collective bargaining agreement is between United Food and Commercial Workers Union, Local 1439, chartered by United Food and Commercial Workers International Union, AFL-CIO, CLC (hereinafter referred to as the “Union”) and Washington Beef, L.L.C. (hereinafter referred to as the “Company”). It is the intent and purpose of the Company and the Union to promote and improve the viability and longevity of the Company’s business, the employment of its workers and the industrial relationship between the Company and the Union, to improve labor-management relations between them and to set forth herein the basic terms of agreement covering wages, hours and working conditions of employment to be observed.

ARTICLE 1. RECOGNITION AND CONTRACT COVERAGE

The Company recognizes the Union as the sole and exclusive bargaining agent as to all full-time and regular part-time production employees, maintenance employees, quality assurance employees, lead persons, panel operators, scalers, warehouse, value added products, storeroom employees, hide plant, sanitation and rendering employees employed by Washington Beef, L.L.C., at its Toppenish, Washington, facility, excluding all office clerical employees, professional employees, cattle buyers, nurse therapists, independent contractors and their employees, beef graders, and guards and supervisors as defined by the Act with respect to wages, terms and conditions of employment as those terms are defined under the National Labor Relations Act.

If a new method is devised for production, warehouse, or quality assurance work covered under this agreement, such work shall remain bargaining unit work. However, bargaining unit employees shall have no right to such work if it is eliminated, in whole or in part, by a change in technology or process or an innovation of any kind whatsoever. If an employee’s position is eliminated because of such a change, the Company will offer the affected employee any then available comparable position and the employee will suffer no loss of seniority as a result.

It is understood that the Company and the Union have a common interest in protecting work opportunities covered by this Agreement. Supervisors (including temporary ones) may perform bargaining unit work so long as no bargaining unit employee is displaced thereby or to instruct an employee or to temporarily fill in for absenteeism or in case of emergencies.

ARTICLE 2. MANAGEMENT RIGHTS

The management of the Company’s operations and the direction of the employees are expressly reserved to the Company. These rights include the rights to select, hire, evaluate and promote employees, to lay off, reassign, transfer or relocate employees; to close or partially close or transfer facilities; to determine the hours of operation, work schedule, shifts and

production rates; to select equipment, facilities, methods, or procedures, to transfer or sell its business, in whole or in part; to maintain order and efficiency; to determine and establish such rules, including plant rules, or regulations it deems necessary for the conduct of its operations and affairs; and to exclusively determine whether work will be done in or out of its facilities and/or those persons or firms with whom it elects to do business, provided that the decision to perform work outside of its facility does not displace bargaining unit employees. Though the Company may hire leased employees to do bargaining unit work, it may not do so for a period beyond thirty (30) calendar days. The rights herein reserved to the Company and those not otherwise expressly covered by the provisions of this Agreement will remain for the sole and final judgment of the Company. The exercise of the rights hereby reserved to the Company will not be subject to collective bargaining during the life of this Agreement.

ARTICLE 3. AUTHORIZED DUES DEDUCTIONS AND UNION SECURITY

1. In accordance with the NLRA, the Company will withhold from the employee's pay such amounts as he shall authorize in writing. All deduction and waiver forms shall be in English and Spanish. Deductions shall be made from paychecks weekly. The Company will charge the Union for a one-time computer programming fee associated with the Company's processing for deductions of Union dues.
2. The Union agrees to indemnify and hold the Company harmless from and against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues, assessments and fees, and initiation fees from an employee's pay.
3. Any employee in the bargaining unit on the effective date of this Agreement, who is not a member on or after thirty (30) calendar days following the date, shall as a condition of employment, become and remain a member in good standing by paying initiation fees and monthly dues and/or fees uniformly required as a condition of retaining membership. Completion of this thirty (30) calendar day period shall not affect the probationary period.
4. As a condition of employment, employees hired after the effective date shall (after thirty (30) calendar days of employment) be a member in good standing by paying initiation fees and monthly fees and/or dues uniformly required as a condition of membership. Employees will be notified of their legal rights under federal law. Completion of this thirty (30) calendar day period shall not affect the probationary period.
5. If an employee is terminated inadvertently for failure to pay dues and/or fees, the Company will reinstate him to his former position within a reasonable period after notice of the error.

ARTICLE 4. HIRING

The Company agrees to notify the Union when a new employee or a leased worker is hired.

The Company will be the sole judge of the competency of employees, or candidates for

employment in making hiring decisions, and those terminated prior to the completion of the probationary period will not have recourse to the grievance procedure.

New hire employees are subject to the provisions of this Agreement and will be on probation for a period of ninety (90) calendar days, during which they may be terminated at the sole discretion of the Company without any right of appeal under Article 8 or otherwise. The pay rate for all employees during their probationary period will be \$13.70/hour. Probationary employees accrue seniority, but have not earned it until they have successfully completed the probationary period. The probationary period may be extended for a reasonable time in particular cases as determined by the Company with notice to the Union. With respect to leased employees from temporary agencies, days worked as a leased employee will count against the probationary period if that leased employee is hired as an employee of the Company.

ARTICLE 5. NO STRIKE OR LOCKOUT

During the life of this Agreement, the Union agrees that it will not authorize, cause, induce, support or condone any strike, picketing, sympathy strike, work stoppage, slowdown of work, walkout, product boycott, or any similar action which is adverse to the Company or its products by any employees covered by this Agreement. Employees who engage in any such acts will be deemed to have violated this Article. It is further agreed that the honoring of a picket line relating to the Company will constitute a violation of this Article.

The Company agrees that, during the term of this Agreement, it will not lock out any of the employees covered by this Agreement.

In the event that any employee violates the provisions of the above paragraphs, the Union, its officers, agents and the shop steward will immediately and publicly disavow such action and order any of its members who participate in such action back to their jobs, forward copies of such order to the Company, and use every means at their disposal to prevent the conduct and continuance of such action.

Any and all employees actually engaged in any strike, picketing, sympathy strike, work stoppage, slowdown of work, walkout or action adverse to the Company or its products in violation of this Article, may be suspended or discharged without prior notice at the discretion of the Company. Any grievance over such a suspension or discharge shall be processed through Steps One and Two of Article 8 within fifteen (15) calendar days of the occurrence of the event and arbitrated, if necessary, within thirty (30) days after exhausting Steps One and Two of Article 8.

In the event of a lockout, strike, picketing, sympathy strike, work stoppage, slowdown of work or walkout or action adverse to the Company or its products, in violation of this Agreement or any extension of this Agreement, the offended party may pursue any legal or equitable remedy otherwise available in lieu of or in addition to arbitration, and it will not be a condition precedent to pursuit of any judicial remedy that any grievance or arbitration procedures be first exhausted.

ARTICLE 6. DISCIPLINE

No employee shall be disciplined or discharged except for just cause, except as provided in Articles 3, 4 and 7. Depending on all of the circumstances, the Company may impose progressive discipline on non-probationary employees for certain conduct and performance problems.

Every offense or performance deficiency (whether or not related to prior disciplinary incidents) may result in a more severe form of discipline than the level of discipline previously imposed. Employees will have a reasonable time period to cure any job performance deficiency (as opposed to misconduct) before being disciplined again for the same deficiency, provided that employees make a reasonable effort to immediately improve job performance. Written warnings are ineffective twelve months after being issued, except for warnings involving unlawful harassment. Warning notices for misconduct (as opposed to job performance) must be issued within a reasonable period after the company has actual knowledge of the misconduct or completes its investigation, whichever date occurs later.

The Company, within ten (10) days of a written request, will state the effective date and reasons for discharge in writing to the employee and Union. The Company will send involuntary discharge notices to the Union within two (2) business days of issuing such a notice.

The following offenses, by way of example and not limitation, are grounds for immediate discharge: dishonesty; falsification of Company records (including time cards or employment applications); theft; fighting or making an extreme threat to fight on Company time or premises with Company employees; deliberate, or negligent destruction or adulteration of, or damage to, Company property or product or employee's property; the selling, transporting or using of illegal narcotics, alcohol or other substances controlled by federal law; unprovoked extreme verbal abuse or assault against a supervisor or a fellow employee; unlawful harassment, or willful, egregious and deliberate violations of defined company policies/rules specific to food safety, work place safety and humane handling". Additionally, all violations of company policies/rules in the areas of food safety, work place safety and humane handling will require immediate refresher training of those applicable policies and will require the signature of the employee and the reviewer acknowledging receipt of this training before being allowed to return to work.

The Company and the Union have agreed to a written drug and alcohol testing policy, which is currently in effect. The Company may establish reasonable work rules and modify them from time to time. Copies of any work rules will be furnished to the Union on or before five (5) calendar days before they become effective and then be posted, unless such notice cannot be given because of an emergency. If the Union believes that any work rule is unreasonable, it shall immediately notify the Company. If application of the work rules results in the discipline or discharge of an employee, the Union may seek redress under Article 8.

The Company will not violate bargaining unit employees' Weingarten rights. Employees, upon reasonable notice, may review their personnel file during their non-work time and the regular business hours of the Personnel Department, provided that no employee may do so

more than once per year.

The Company may require advance payment for the reasonable labor and copying cost if employees request copies of their personnel files. No more than four (4) employees per month can request copies of their personnel files.

ARTICLE 7. ATTENDANCE POLICY

Effective with ratification, the Attendance Policy will be changed to reflect the following:

1. All attendance points for any attendance infraction will be eliminated.
2. All existing attendance write ups become void upon ratification and any bid restrictions due to current attendance violations will be lifted or removed.
3. All attendance infractions under the current definitions (except NCNS infractions) will be subject to a 4-Step Progressive Disciplinary process (current process) specifically defined as:
 - a. Verbal written counseling report
 - b. Written warning report
 - c. Written termination warning
 - d. Termination
4. Infraction definitions:
 - a. Late
 - b. Incomplete workday
 - c. Unplanned absence
 - d. Late call in
5. NCNS infractions will be subject to a 3-Step progressive disciplinary process (elimination of the verbal counseling)
6. Employees will receive 3 “Unforeseen Emergency” occurrences per calendar year. New hire’s will receive occurrences based on table below. This waiver, if available, will prevent the next step of Progressive Discipline for a single attendance occurrence.

Hire Date:	Unforeseen Emergency Occurrences:
Jan 1 – April 30	3 Occurrences
May 1 – July 31	2 Occurrences
August 1 – November 30	1 Occurrences
December 1-December 31	0 Occurrences

7. If the employee has PTO/Vacation available, the PTO/Vacation must be used for any missed time.
8. Any absence in which a doctor note or proof of a medical appointment for the employee or an immediate family member is provided will not be subject to the Progressive Disciplinary process. Consecutive absences of three or more days will require FMLA certification. Employees using intermittent FMLA leave must specifically advise the company through approved management procedures that they are using both PTO and FMLA.
9. All “Earned” points will be discontinued. There will be no negative points.
10. Employees will not be eligible to bid on jobs if they have received a written termination warning within the past 6 months.
11. Any attendance infraction record will expire after 12 months
12. Employees will earn two (2) paid days if they have “PERFECT” attendance after 12 months under the new policy, effective with the ratification date.
 - i. “Perfect” attendance is defined as having no disciplinary action in the employees file within the last 12 months.
 - ii. Employees may either take the 2 days off or take the pay in lieu of the days off, at their option. The time is added to their PTO bank unless the additional time pushes them above the accrual cap, in which case it is automatically paid out.

The parties agree that at any time between January 1st and January 31st of 2020, either party may give written notice to the other party demanding a Reopen for possible revisions to the Attendance provisions of the agreement. If Reopen occurs, all issues related to the Attendance provisions are subject to negotiation during the reopening. The parties agree that the No Strike provision of the agreement will continue in full force and effect for the entire term of the agreement and shall apply during the reopening. The parties further agree that no issue related to the reopening of the Attendance provisions will be subject to the grievance and arbitration provisions of the agreement.

ARTICLE 8: GRIEVANCE AND ARBITRATION

The Parties agree that all disputes which arise during the duration of this Agreement concerning the application and interpretation of any specific and express provision of this Agreement will be subject to the grievance and arbitration procedure. The parties further agree that the grievance and arbitration procedure of this Agreement will be the exclusive remedy with respect to any disputes arising under this Agreement and no other remedies may be utilized by any person concerning any dispute involving this Agreement except as otherwise provided in Articles 4, 5 and 10.

The Chief Steward will be allowed to attend any grievance meeting at the request of a Union member, Steward, or the Union Representative.

Grievances will be resolved, by authorized Company and Union Representatives, in the

following manner.

Step One: Any grievance arising under this Agreement will be immediately taken up between the Company supervisor involved and the Union steward who will use their best efforts to resolve the grievance. In the event the grievance is not satisfactorily resolved within seven (7) calendar days the grieving party must reduce the grievance to writing setting forth the nature of the grievance. All grievances must be in writing and served on the Company, by hand or by fax, followed by first class mail, within twenty (20) calendar days of the occurrence of the event upon which the grievance is based. The failure of the grieving party to file a grievance within the time limits specified in this paragraph will waive the grievance with prejudice.

All written grievances should include the following information:

1. Article or Articles of the Agreement allegedly violated;
2. Action or actions claimed to have violated Agreement;
3. Remedies sought; and
4. Persons involved in the grievance.

Step Two: Any grievance not resolved in the First Step will be discussed in a meeting between the Union representative and the Company representative delegated to resolve such matters not later than ten (10) calendar days of the filing of the grievance, which period may be extended by mutual agreement. If the grievance is not satisfactorily resolved in such meeting, the party receiving the grievance will give a written response to the other regarding its position, including reasons for denial, within five (5) working days from the close of the Step Two meeting. If the deadline is not extended the party receiving the grievance will give a written response to the other regarding its position, including reasons for the denial, within five (5) working days from the last possible day of the Step Two meeting and the grievant shall proceed to Step Three.

Step Three: If the grieving party is not satisfied with the written response, it may request in writing that the matter be referred to arbitration. This request must be made not more than seven (7) calendar days after the receipt of the written response. The request for arbitration must be sent to the other party by certified mail, fax (followed by certified mail hard copy sent same day), or hand delivery. If the parties are unable to agree upon an arbitrator within three (3) calendar days of the receipt of the request for arbitration, they will select an arbitrator for each case from a list of nine (9) persons submitted to the parties by the Federal Mediation and Conciliation Services ("FMCS") when that list is received by the parties. Each party will alternatively strike one (1) name from the FMCS list (the first strike being determined by a coin toss) and the last name remaining will become the arbitrator. If the individual is unable or unwilling to serve, the parties will request a new list of nine (9) names from the FMCS and the process will be repeated. Either party has the right to reject the first list sent by the FMCS.

The arbitrator will consider and decide the grievance referred to him/her, and her/his decision will be final and binding on the Company, the Union and the employees. The arbitrator's

decision will be in writing, signed and delivered to the respective parties within 60 calendar days after the record has been closed. Upon agreement of the parties at any time before the record closes, the arbitrator will make a bench decision. The arbitrator will have no authority to modify, amend, change, alter or waive any provision of the Agreement.

Unless otherwise mutually agreed to, all testimony taken at arbitration hearings will be under oath. Any FMCS list of arbitrator's fee and the arbitrator's fee and expenses and all other joint fees and expenses of the arbitration (such as the cost of the hearing room) will be split by the parties. All other costs and expenses shall be paid by the party incurring them. The arbitrator will allow briefs if either party so requests.

Any violation of Article 5, No Strike or Lockout, may be referred directly to arbitration without exhausting the grievance procedure. The hearing may be held not sooner than eight (8) hours after notice to the other party. The parties shall select arbitrators to hear such matters from any agreed upon list of permanent arbitrators, by mutual agreement or by alternatively striking the names from an FMCS list until one name remains. The arbitrator will be empowered to adjudicate the dispute immediately within the dictates of Article 5 and will have the authority to direct the party violating Article 5 to cease and desist immediately. The arbitrator's order will be final and binding upon the parties and individuals involved and are effective when made.

All time periods set forth in this Article will be strictly observed and any noncompliance therewith will mean that the grievance will be dismissed with prejudice. Any party causing noncompliance with the time periods may not assert this provision. If the party answering the grievance in accordance with Step Two fails to timely do so, the grievance will proceed to Step Three. The time limits specified herein may only be extended in a writing signed by authorized representatives of the Parties.

ARTICLE 9: SAFETY MEASURES

The Company and the Union agree to encourage safety in the workplace. The Company may require employees to take certain precautions and to use certain equipment and protective devices in order to promote safety. Employees who repeatedly, recklessly, or negligently refuse to comply with reasonable safety requirements of the Company will be subject to discipline in accordance with the Discipline Article.

A. SAFETY AND HEALTH COMMITTEE

To help in detection and elimination of unsafe conditions and work procedures, a Safety and Health Committee will be established with representation from employees and management.

B. PROCEDURE OF SAFETY AND HEALTH COMMITTEE

The following guidelines will be followed:

- 1. Representatives will be selected from the following areas:

Processing/Coolers	2
Processing Maintenance	1
Rendering Days	1
Rendering Nights	1
Sanitations Nights all Areas	1
Hide Plant	1
Fabrication	2
Fabrication Maintenance	1
Warehouse/Palletizing Days	1
Warehouse/Palletizing Nights	1
Value Added	1
Value Added Maintenance	1
Grinding	1

- 2. The composition of the committee may be expanded at the committee’s discretion.
- 3. Should a vacancy occur on the committee, a new member shall be selected from the same area.
- 4. The committee shall set the date, hour and location of the meeting. The length of each meeting shall not exceed one (1) hour except by majority vote of the committee.
- 5. The attendance and subjects discussed shall be documented in minutes and maintained on file for a period of one (1) year. Copies of the minutes will be provided to Management, the Union, Committee Members and posted on the Safety Bulletin Board.
- 6. The current Safety Committee will be merged into the PARAR committee.

C. SCOPE OF ACTIVITIES OF THE SAFETY AND HEALTH COMMITTEE

- 1. Review safety and health inspection reports to assist in the correction of unidentified unsafe conditions and practices.
- 2. Review accident reports and investigations to determine whether unsafe practices or

conditions were properly identified and corrected.

3. Accept and evaluate employee suggestions.
4. Review job procedures and recommend improvements.
5. Monitor the safety program's effectiveness.
6. Promote and publicize safety.

Time spent in committee safety meetings or performing safety inspections in accordance with this Article is compensatory time. The Company does not authorize or permit employees to spend additional, compensatory time in connection with their participation on the safety committee.

D. SAFE WORK PRACTICES

1. In the event an employee detects what he or she reasonably believes to be a hazard to health and safety in his or her working area, the employee will have the right to contact his or her immediate supervisor, who, if in agreement with the employee, shall take immediate action to eliminate the hazard. If the employee believes that the hazard has not been eliminated, such employee shall have the right to contact their area employee member of the Safety and Health Committee, who shall then bring the matter to the attention of the Safety Director or Plant Manager.
2. The Company shall provide training programs that, in its sole discretion, are necessary to assure that each employee, in connection with his or her job, is adequately trained in the procedures and precautions required to do his or her job, as well as in general safety procedures and precautions that affect all employees. The recommendations of the Safety Committee shall be given consideration by management in this area.
3. In the event an employee who suffers a workplace injury requires medical treatment, the Company shall provide transportation to and from the medical facility. Time away from work for medical treatment due to an industrial injury will be unpaid, but shall not be counted as time missed when recording absences.
4. The Company recognizes the value of its existing ergonomics and safety programs. These programs include Accident Prevention Program, Hazard Analysis, Blood Borne Pathogens, Forklift Safety, Lock Out-Tag Out, Hearing Conservation, Fall Protection, Confined Spaces, Ergonomics, Fire Prevention Plan, Hazard Communication, and Emergency Action Plan. The Company may modify these programs with notice to the Union. The Company may also, at its discretion, adopt or modify safety programs as necessary or advisable to comply with health and safety laws. Before the Company implements a new voluntary safety program or policy, it will provide notification to the Union and, upon request, bargain over it until an agreement or impasse has been reached.

5. Union Safety Committee members will be allowed two unpaid days each year for Union safety training. Such days shall be by mutual agreement of the Employer and the Union. Such agreement will not be unreasonably withheld.

ARTICLE 10. NON-DISCRIMINATION

The Company and the Union will not discriminate against any person in regard to hire, tenure of employment or job status because of race, creed, religion, color, national origin, age, sex, disability unrelated to job duties, veteran status, union activity or any other basis protected by law. Nothing in this Article will prohibit an employee from pursuing any remedy for unlawful discrimination outside the provisions of this Agreement.

ARTICLE 11. WORK AUTHORIZATION

The Company will comply with the most current Homeland Security and Social Security requirements.

ARTICLE 12. UNION BUSINESS

The Union Representative may visit the Company and have access to bargaining unit employees in the plant, provided that such visits do not interfere with the employees' duties or the operation of the plant and the Union has registered at the security office and with the human resources office. In order to have such access outside the hours of 7:00 a.m. and 5:00 p.m. (Monday-Friday) and during any production time on Saturdays or Sundays when the Personnel Office is closed, the Union must give reasonable notice and have approval from an authorized manager of the Company. The Company will maintain two bulletin boards, or reasonable size, where the Union may post notices concerning official Union business. Other notices may be posted on the bulletin board upon agreement of the Parties.

The Union will hold harmless and indemnify the Company for any and all liability, costs, damages, or attorney's fees resulting, in whole or in part, from Union representatives access to the plant or the use of the bulletin boards referenced above. In addition, it is understood that a Union representative will be provided a reasonable period of time at the beginning of any company conducted new employee orientation program to present information regarding union membership or similar matters to such new employees.

ARTICLE 13. MONITORING

The Company may employ surveillance cameras, equipment and other devices (whether hidden or not) in and out of all areas of the Plant, except in restrooms or in changing rooms or showers.

ARTICLE 14. – SENIORITY

Section 1: All employees will have a Plant, Division and where applicable, a Department seniority date. The efficient operation of the Plant and fairness requires that physical fitness, ability and capacity to do the work be considered, as well as seniority.

Employees acquire seniority rights back to the date first employed after successfully completing their ninety (90) calendar day probationary period. Seniority dates for employees with the same hire date shall be determined by the employees' birth dates. The oldest employee shall have the most seniority. The Company shall add employee names to the seniority list after completion of a probationary period. Employees on an authorized leave of absence as set forth in Article 22, shall retain and accumulate seniority during such a leave.

Section 2: Seniority will only be a factor in layoff, recall and bidding for specified bargaining unit jobs. Seniority shall be applied on the seniority units outlined below, and shall under no circumstances overlap from one division to another, except where the Agreement explicitly states otherwise. The divisions for seniority purposes are: (1) Processing Division; (2) Maintenance Division; (3) Night Sanitation; (4) Warehouse Division; (5) Fabrication Division; (6) Value Added Products Division; (7) Quality Assurance Division; (8) Hide Plant.

Section 3: Seniority operates on a plant, divisional and departmental basis.

Section 4: Divisional Seniority

Each employee shall have such divisional seniority as shall be credited and accumulated from the first date he or she entered the division unless such divisional seniority be relinquished under other provisions of this Article.

Section 5: Departmental Seniority.

(a) Department seniority units for the Processing (Slaughter) Division are established as follows:

All, including Cooler, Cattle Receiving, Offal in Processing, Kill Floor, Offal Fabrication/Packaging, and Rendering.

(b) Departmental seniority units for the Maintenance Division are established as follows:

All, including Processing Mechanics, Processing Outside Clean-Up, Fabrication, Fabrication Outside Clean-Up, Warehouse, Rendering, Value Added Products Days and Value Added Products Nights.

(c) Department seniority units for the Night Sanitation are established as follows:

All, including Processing, Fabrication and Value Added Products.

(d) Department Seniority units for the Warehouse Division are established as follows: Day Shipping and Night Shipping.

(e) Department Seniority units for the Fabrication Division are established as follows: All, including Production Support, Loin Line, Rib Line, Round Line, Chuck Line, Packaging, Pack-Off, Whizard Line, Trim Line and Palletizing.

(f) Department seniority units for the Value Added Products Division are established as follows:

For Days, all including Special Fabrication, Portion Cut, Packaging, Pack-Off, Shipping/Receiving and Marinate.

For Nights, all, including Special Fabrication, Portion Cut, Packaging, Pack-Off, Shipping/Receiving, and Marinate.

(g) Department seniority units for the Hide Plant are established as follows:

All, including Hide Plant Employee.

Each employee, other than an employee of the Quality Assurance Division, is assigned to a department of a Division and shall have such departmental seniority as shall be credited and accumulated from the first date he or she entered the department unless such departmental seniority be relinquished under other provisions of this Article.

Section 6: Bidding.

Employees with more than -ninety (90) calendar days seniority are eligible to bid jobs.

Section 7: Posting Of Available Jobs and the Award Criteria.

Permanent openings for bargaining unit jobs which are Grade 3 and above shall be posted for a period of three (3) working days within all Divisions. All job postings shall state the job title, the department, a brief description of the principal duties, and the rate of the job. Open job positions will be awarded based on seniority, provided that the Company in its reasonable discretion determines that the most senior applicant possesses the requisite skill, physical fitness and ability to do the job. (Reasonable accommodation will be considered for determining whether a disabled employee – as that term is defined in the ADA – can do all essential job duties.) Temporary vacancies (not to exceed (12) weeks), such as vacancies caused by sickness, leave of absence, vacation, etc., will not be subject to the bidding procedure. Employees within the Division where the vacancy occurs shall receive first consideration. The jobs shall be awarded within seven (7) working days and the Company will transfer the employee selected within thirty (30) calendar days. The employee selected will be given fourteen (14) calendar days to demonstrate proficiency. By mutual agreement the parties may extend the proficiency period. Decisions of the Company as to whether or not such an employee is qualified may only be grieved if the decision is shown to be arbitrary and without merit. Otherwise the decision is final. At the time an employee has qualified for a newly bid

job, he or she shall be considered a permanent transfer, and the resulting vacancy may be posted during, or at the expiration of, the qualification period. An employee will be paid the wage rate of the new job upon qualification. If an employee is found not to be qualified, by the Company, he or she may return to his or her previously held position.

Employees with 6 or more years of service shall have the right to apply his/her Divisional Seniority to all Departments within his/her Division excluding openings for scale operator, E+V operator, utility/rover, data entry, carcass tagger and leads, which are management-appointed positions.

Section 8: Qualifying On Job Awarded And Bidding Restrictions For Self-Disqualification.

The successful bidder on the job posting at the time the posting is taken down will be required to accept the job and shall make a sincere effort to qualify on the job. The employee must either qualify or disqualify before being allowed to bid again. An employee who self-disqualifies will return to his or her previously held job and will be restricted from all bidding for six (6) months from the date of the bid award. For all purposes of this Article, disqualification will be considered a bid.

Section 9: Bidding Restrictions On Successful Lateral Or Downward Bids.

A successful bidder on a lateral or downward bid shall be restricted from any further bidding for three (3) months from the date of such bid. A lateral or downward bid includes, without limitation, a bid from a job to which the employee has been assigned to a job at or below the job grade of the job assigned.

Section 10: An Assignment Is A Bid.

A first assignment to a job will be considered a bid for the purpose of this Article if the employee had the right to bid a job and did not exercise that right.

Section 11: Inter-Division Job Bidding.

Employees may bid to another Division under the following limits:

- (a) Such bid awards shall be made where there is no successful intra-division bidder.
- (b) The inter-division bidding employee must have six (6) or more months of service.
- (c) The bid award shall cause the employee a six (6) month freeze from bidding.
- (d) Department and Division seniority shall transfer in full upon qualification and the employee will be considered as though he or she had been originally hired in the new division or department for seniority purposes.
- (e) Where permanent medical restrictions indicate, an employee may request an opportunity to assume an unfilled job in another Division. Requests will be considered and

decided by the Company, which requests will not be unreasonably denied.

Section 12: Seniority Lists.

A seniority list shall be updated monthly and maintained on bulletin boards. A copy shall be supplied to the Union on a monthly basis.

Section 13: Loss of Seniority Rights.

An employee shall forfeit his or her seniority rights for the following reasons:

- (a) Voluntarily quitting.
- (b) Discharge for just cause.
- (c) Failure to report from layoff within five (5) calendar days after written notice has been sent by mail to the last known address on the Company records. Upon request, the Company may, at its sole discretion, grant a further seven (7) calendar day extension of time.
- (d) Retirement.
- (e) Layoff in excess of six (6) months.
- (f) An employee who assumes a company position outside of the bargaining unit will lose his accrued seniority only if he remains outside the bargaining unit beyond 90 days. Within 21 days of assuming the position outside the bargaining unit, the employee may return to his previous job at his previous pay rate.

Section 14: Transfers.

An employee who shall transfer to another division shall have his or her former division seniority applied to the new division. However, it is understood that an employee shall be restricted from bidding for three (3) months from the date of transfer. In the event that an employee who has entered a new division as outlined above returns to his or her old division as a result of layoff, the employee shall be credited for the purposes of division seniority with the time worked in the division which he or she had entered. An employee who has transferred to a new division as a result of a layoff may return to his or her old division within a reasonable period after the employee's previous job becomes available.

Section 15: Layoffs.

Layoff from any Division shall be based on seniority within the Departments and in the case of the Quality Assurance Division, seniority within the Division as stated below, and each job must be filled by a person capable of performing the work in a satisfactory manner.

Employees who would lose their jobs in a layoff may bump into jobs for which they were previously qualified by the Company and which will not require additional training time.

- (a) In the Processing Division, every Department will stand alone.
- (b) In the Maintenance Division, every Department will stand alone.
- (c) In the Night Sanitation Division, every Department will stand alone.
- (d) In the Warehouse Division, every Department will stand alone.
- (e) In the Fabrication Division, every Department will stand alone.
- (f) In the Value Added Products Division, every Department will stand alone.
- (g) In the Hide Plant, every Department will stand alone
- (h) In the Quality Assurance Division, the Division will be the applicable seniority unit for layoff purposes.

Section 16: Recall.

When recalling employees on layoff, they shall be recalled in reverse order of layoff (last laid-off, first recalled).

Section 17: Bumping Rights Where Job Is Eliminated Or Pay Is Reduced.

An employee who is qualified on a bid or assigned job and where the job is eliminated or the rate of pay is reduced in accordance with other terms of this Agreement, shall be offered the choice of returning to his or her previously held job, or remaining in a reduced-rate job. All bidding restrictions will be removed pursuant to this section.

Section 18:

An employee who is terminated due to the expiration of their work authorization documents, shall be given a 30-day grace period. If the terminated employee is able to supply the company with updated and valid work authorization within 30 days of the expiration of their previous documents, their seniority will be reinstated. The former employee's previous job will not be preserved, and the returning employee may be placed in any open job and paid the appropriate rate.

ARTICLE 15. CROSS-TRAINING

The Company may decide to cross-train members of the bargaining unit within their division in order to prepare them for advancement to higher bargaining unit positions and to maintain productivity in the event of job vacancies. Employees may accept or decline an offer to be

cross-trained. If the Company determines that too few employees have voluntarily accepted cross-training, cross-training will be mandatory. Cross-training will be offered based on employee's division seniority, provided the most senior employee has the requisite physical fitness and ability to do the job. (Reasonable accommodation will be considered in determining whether a disabled employee – as that term is defined in the ADAAA [Americans with Disabilities Act Amendment Act]– can do all of the essential job duties.) Employees may be excused from permissive cross-training by signing a list kept by the Company, which will be furnished to the Union.

ARTICLE 16. EQUIPMENT AND CLOTHING FURNISHED BY THE COMPANY

The employee shall be responsible for the safe and efficient use of all equipment or property furnished by the Company. If such equipment, property or any clothing furnished by the Company is unaccounted for or destroyed (reasonable wear and tear accepted), the employee will be personally responsible and the Company may then charge the employee (at Company cost) and deduct the cost from the employee's wages.

The Company will furnish all required equipment or apparel, frocks, aprons, helmets, cooler jackets, gloves, mesh aprons, knives, hairnets, safety and eye/ear protection. The Company will launder and maintain cotton gloves and frocks. Employees are responsible for acquiring, maintaining, laundering and replacing required boots and all other optional sanitary outer-apparel or equipment.

The Company will provide employees with a locker and a combination lock, each of which are Company property. Lockers, and any employee's belongings they bring onto Company property, may be searched at the Company's discretion. This policy includes but is not limited to jackets, coats, purses, coolers, lunch bags, lunch boxes, backpacks, or any similar items. If available a Union Steward will be invited to observe such searches. If the Union Steward is unavailable a member of the safety committee shall be chosen to observe the search. Employees will keep lockers clean and will not store valuables, food or cotton frocks or gloves in their lockers and the Company is not responsible for any lost or stolen property stored in the lockers. The Company may offer laundering service and/or boots at its cost and with the employee's written permission deduct the cost from the employee's wages.

ARTICLE 17. WORKING HOURS AND REST PERIODS

1. The workweek for payroll purposes shall begin at 12:01 a.m. on Sunday and end at Midnight Saturday evening. Payroll checks will be distributed on or before 2:00 p.m. the following Friday, unless emergency circumstances occur.

2. The Company will pay overtime for all work hours over eight (8) in a workday or forty (40) in a workweek. Work in excess of twelve (12) hours in a day shall be performed on a voluntary basis unless due to an Act of God or emergency situation. An employee who works all work hours for which he has been scheduled, or asked to work, during the work week shall be paid at the rate of one and one-half (1½) times for all hours worked on the sixth (6th) day of

the employee's work week.

3. Employees will be notified by 12:00 Noon, Friday if they are required to work on Saturday or Sunday unless such advance notice cannot reasonably be given or in the case of an emergency.

4. **Rest Periods:** Employees shall be allowed a rest period of not less than fifteen (15) minutes on the employer's time in each four (4) hours of working time. Rest periods must be scheduled as near as possible to the midpoint of the four hours of working time. No employee may be required to work more than three (3) consecutive hours without a rest period. Employees may not waive their right to a rest period.

5. **Meal Periods:** Employees who work five (5) hours or less need not be allowed a meal period. Employees who work over five (5) hours or more must be allowed an uninterrupted 36 minute meal period. The 36 minute meal period must be provided between the second and fifth working hour. Meal periods are unpaid as long as employees are completely relieved from duty and receive 36 minutes of uninterrupted mealtime. Meal periods are considered hours of work when the employer requires the employee to remain on premises to act in the interest of the employer. In this case the employer must pay for the meal period and still allow the employee to have a total of 36 minutes during their shift. Employees working three or more hours longer than a normal work day shall be allowed at least one 36-minute meal period prior or during the overtime period.

6. **Change Allowance (Gang Time):** A reasonable time for pre and post shift, break and lunch compensable work activities, and the parties agree that such employees will receive twelve (12) minutes per work day for all those activities. Pursuant to Section 203(o) of the Fair Labor Standards Act, time spent changing clothes and washing at the beginning or end of each workday is excluded from hours worked. 29 U.S.C. §203(o)

7. Employees who are called into work shall be provided with a minimum of four (4) hours of work or pay in lieu of work.

8. The Company will pay employees who set up, shut down, secure and clean saws for all reasonable work time necessary to accomplish those work actions.

ARTICLE 18. HOLIDAY PAY

The following days shall be observed as paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and the Employee's Birthday. If employees are required to work on a holiday, they will be paid time and a half for all hours worked on that day.

When a holiday falls on a regularly scheduled work day, all regular, full-time, non-probationary employees shall receive eight (8) hours straight time pay for each of the above holidays, provided that the employee must work the full preceding workday and the full workday following the holiday, unless otherwise approved by the Company. If a holiday falls

on a non-scheduled work day, then the holiday hours shall not be counted for purposes of weekly overtime calculation for the workweek which includes the holiday. All subsequent scheduled Saturdays worked as a result of a holiday during the Monday – Friday of the preceding week will be paid at 1 ½ times. In the event an employee is late over one half hour (30 minutes) on the scheduled day before the holiday or the scheduled day following the holiday, he/she will not receive holiday pay.

When an employee's birthday falls on a scheduled workday, the employee may volunteer to accept eight (8) hours straight time pay in lieu of time off for the birthday holiday. If the employee elects to take a day off to observe his birthday it must be prearranged and approved by agreement with his immediate supervisor. Notice of not less than seven calendar days will be given to his immediate supervisor if the employee elects to take his birthday off.

When an employee's birthday falls on another day observed as a paid holiday, the employee will receive an additional workday off before or after the holiday, as determined by mutual agreement between the Company and the employee.

If a holiday occurs during an employee's vacation, he shall receive eight (8) hours of straight time, provided that he had worked on the day immediately preceding and following his vacation.

ARTICLE 19. PAID TIME OFF (PTO) Effective Jan 1, 2019

Current Vacation policy will be converted into a comprehensive PTO Policy Effective Jan 1, 2019.

Current State mandated Sick Leave will continue to be managed as present in accordance with the law.

1. PTO can be used for vacation, absences due to illness when sick leave is unavailable, or any personal business.
2. PTO must be requested and approved in advance for all foreseeable absences. If a PTO request is submitted, it will be responded to within 2 business days.
3. For unforeseeable emergencies or illnesses, employees must report their absence each day until returning to work.
4. Any accrued PTO will be applied to all absences (approved & not-approved).
5. PTO may be taken in a minimum of one hour increments.
6. PTO can be carried over from year to year. Maximum accrual is capped at 160 hours for 0-5 years of seniority and 256 hours after six years seniority. Once this cap is reached, there is no further accrual until PTO is taken. PTO earned but not used, before separation from employment, will be paid on the final paycheck, if the employee completed at least 90 days. PTO cannot be used on the last day of employment or to extend the last day of employment.
7. All probationary EE's will receive 16 hours of unpaid time off that expires on their 91st day. Probationary employees begin accruing PTO on their 1st day but it cannot be taken until after completion of their 90th day of employment.
8. PTO is accrued per pay period. Employee must be on active status to be eligible.

9. Employees may choose to “cash out” hours equal to their annual accrual level, once per calendar year. The timing of this “cash out” will be determined by the company. Employees may not cash out PTO hours if the cash out leaves them with less than 20 hours of PTO accrued.
10. Vacation scheduling will remain unchanged from the previous agreement during the February 1st-15th PTO scheduling period.
11. The company may shut the plant down under force majeure or Act of God circumstances. If this occurs, employees may use their PTO during this period.
12. Transition year: on January 1, 2019, all employees receive their annual accrual front loaded. They do not accrue any hours for the rest of the year. They can cash out unused PTO (but not below 20 hours) in December of 2019. And they start to accrue hours as per the normal policy on January 1, 2020. If an employee quits during the transition year, the amount of PTO they are paid for is prorated (not the full front loaded amount).
13. Regular full-time employees will be eligible to accrue Paid Time Off based upon years of service.
14. This PTO benefit is as follows: (fixed weekly accrual)

Years of Service	Total Hours	Weekly Accrual
0 -2 years	40	0.769
3 - 7 years	80	1.538
8 - 15 years	120	2.308
16 Years or greater	160	3.077

15. Effective Jan 1, 2019, any employees with unused vacation will have those vacation hours converted to unpaid PTO (they have been paid previously) and available for use in calendar year 2019. These unpaid PTO hours expire on an employee’s anniversary date in 2019.

ARTICLE 20. WAGE RATES

Effective with ratification, all wage rates are set forth in the Job Grades Appendix. The Appendix lists each job and it’s Job Grade. Each Job Grade has its own wage rate for all jobs in that Job Grade. In addition, each Job Grade wage rate will be increased according to the following schedule:

Date	11/3/18	11/2/19	11/1/20	11/6/21	
Amount of Increase	\$.60	\$.60	\$.50	\$.50	

Red Circling: All employees are red circled in the job they held at the time of ratification. A red circled employee maintains their current wage rate, if it is higher than the appropriate Job Grade wage rate, until they leave that job. An employee who maintains their red circle status receives the wage rate increases scheduled above directly onto their existing wage rate. If an employee leaves the job they held at the time of ratification for any other job, even a job in the same Job Grade, they lose their red circle status and their new wage rate becomes the wage rate provided for in the Job Grades Appendix inclusive of the scheduled increases.

All non-contractual raises from previous contract period will be included into the new contract grades.

All employees scheduled for a one (1) P.M or later shift shall receive \$.65 per hour over the regular rate of pay for those shift hours worked.

Ratification bonus

\$200 – less than a year seniority (including probationary employees)

\$700 – more than a year seniority

-Seniority as of date of the contract being ratified

ARTICLE 20.1.1. MAINTENANCE SUPPLEMENTAL/MECHANIC INCREASE

Increases of \$.15 in November of 2018, \$.15 in November of 2019, \$.15 in November of 2020, and \$.20 in November of 2021.

There will be a tool allowance of \$200.00 per year.

A maintenance Helper is entitled to ask a Supervisor to provide any tool that they need to perform their job.

Job Grade Changes

- Walkie Stacker (63102), Drop bungs (60409), and Skin Backs (60316) – increase from Grade 3 to Grade 4.
- Fork Lift Pallet Jack (61604) – Increase from Grade 2 to Grade 3.

ARTICLE 21. INSURANCE/MEDICAL BENEFITS/DEFINED BENEFIT AND 401K PLANS

The Company will continue to provide insurance/medical benefits and a 401K Plan. The benefits of those plans will change from time-to-time but in no event will the plans ever fail to comply with minimum coverage or benefit requirements as determined by state and federal law.

Premiums for the first year of the contract have been agreed to by the parties. In the event of annual increases for the employee, spousal and/or dependent coverage, the Company and employees shall evenly bear the cost, splitting the amount of the increase 50/50.

All employees with more than ninety (90) days of seniority shall be eligible for medical, dental, and vision insurance benefits.

ARTICLE 22. LEAVES OF ABSENCE

A. General Provisions

The Company will grant a leave of absence in certain circumstances and in compliance with all state and federally mandated leave laws. It is important to request any leave in writing as far in advance as possible, to keep in touch with the employee's supervisor or the Personnel Department during the employee's leave, and to give prompt notice if there is any change in his return date.

Employees may not obtain other employment or apply for unemployment insurance while they are on a leave of absence. Acceptance of other employment (including self-employment) while on leave will be treated as a voluntary resignation from employment with the Company.

Upon the submission of a medical certification that an employee is able to return to work, he will be reinstated in accordance with applicable law. If an employee is returning from an industrial injury leave, he will be reinstated if his former position is open, and if not, to a comparable position.

B. Funeral or Bereavement Time Off

Employees will receive up to three (3) paid days for the death of an immediate family member. Members of the immediate family include spouses, parents, children, brothers, sisters, grandchildren, grandparents, and parents-in-law. Requests for bereavement leave should be made with the employee's immediate supervisor as soon as possible.

Leaves for guardians shall be granted only if the employee has on file in the Personnel Office for at least thirty (30) days a signed statement from the employee stating that the employee has not received funeral leave for a parent and that the employee is exchanging potential future leave for his parents for funeral leave for his guardians. The statement shall also name the guardians.

Employees may receive additional unpaid time off (not to exceed ten (10) calendar days) to attend an immediate family member's funeral with written verification acceptable to the Company reflecting the death and location of the funeral services.

C. Jury or Witness Duty

Employees summoned for jury duty must notify their supervisor immediately upon receipt of notice and provide a copy of the summons or subpoena to their supervisor. If excused from jury or witness duty, employees shall return to work if more than four (4) hours would remain of their shift following an immediate return to the plant. Jury or witness duty is unpaid.

D. Election and Appointment to Union Steward Position

If an employee is elected or appointed to a union steward position, he will receive two unpaid days each year for union training and business with the mutual agreement of the Employer and the Union. Such agreement will not be unreasonably withheld. Requests for such leave should be made with the employee's immediate supervisor as soon as possible. If an employee is

selected for a position as a union representative, he may, upon the termination from that position, return to his former job if available or other job with comparable pay. While on such a leave employees will earn no benefits or accrue seniority.

E. Length of Leave of Absence

The Company and the Union agree to the following: The standard length of time for a Leave of Absence under Article 22, Subparagraph A is 18 months. After an employee an employee has been out on leave for 17 months, the company will issue a letter to the employee's last known address requesting clarification of whether the employee intends to return to work and an appropriate date of return. If the employee fails to respond, at the expiration of 18 months, the employees seniority rights and employment will terminated consistent with Article 14, Section 13.

The company and the Union recognize that an employee with a qualifying disability may be entitled to request a reasonable accommodation of a leave period beyond 18 months. The Company will consider such requests as they are made on a case-by-case basis consistent with the employee's medical circumstance.

ARTICLE 23. MISCELLANEOUS PROVISIONS

1. Employees who are required to attend Company meetings outside their normal working hours will be paid for their attendance in accordance with federal and state wage and hours laws.
2. Employees will not be required to take a polygraph test, psychological stress evaluator, or any other test which purports to measure veracity/falsehood as a condition of continued employment.
3. All references to the masculine gender include the feminine and are solely for the purposes of convenience.
4. This Agreement has been translated into Spanish as a service to those employees who cannot read or understand English. If a problem arises as a result of this translation, the English version will prevail.
5. The Company may, at its discretion, make wage increases or improvements in benefits, and may reduce them to the minimums prescribed in this Agreement, without prior notice to or the consent of the Union.
6. During the term of this Agreement or any valid extension thereof, neither party shall be obligated to bargaining collectively with respect to any matter unless required to do so by the explicit terms of this Agreement.
7. The parties agree to a labor/management committee which shall be comprised of up to four (4) management representatives and up to four (4) union representatives with the Presidents of the Company and Union included. This committee shall meet at least quarterly.

ARTICLE 24. DURATION OF AGREEMENT

This Agreement will be in full force and effect from November 5, 2018, up to and including November 4, 2022. This Agreement will automatically renew itself upon expiration for successive one (1) year periods from the expiration date, unless either of the parties has given written notice of intent to terminate to the other at least sixty (60) days prior to the expiration date. In the event that timely notice is given, all terms and conditions of this Agreement will remain in full force and effect through the expiration date.

ARTICLE 25. SAVINGS CLAUSE

In the event that any portion of this Agreement becomes ineffective as a result of any applicable local, state or federal law or regulation, only that portion of the Agreement will be ineffective and, in no event, will the remainder of this Agreement be deemed ineffective or be terminated. The parties further agree to reopen and, if necessary, renegotiate the terms of any Article within thirty (30) calendar days and any disputes not timely resolved shall be resolved under Article 8.

ARTICLE 26. MERGER AND MODIFICATION

This Agreement constitutes the entire agreement of the parties at issue in collective bargaining and any and all prior agreements, or memoranda between the parties, whether written or oral, are deemed to be superseded by, integrated with and merged into this Agreement. No provision or term of this Agreement may be amended, modified, changed, altered or waived except in a written document executed by the parties hereto.

ARTICLE 27. AUTHORITY AND SOLE AND ENTIRE AGREEMENT

The Company and the Union 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 understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. With respect to the negotiations leading to the execution of this Agreement, the fact that a proposal was made and withdrawn during the course of those negotiations will not be used to prove that the party making the proposal had in any manner given up any rights granted to it elsewhere in this Agreement.

The parties signatory hereto, hereby acknowledge and agree that this Agreement will be the sole document binding upon both parties with respect to all matters involving hours of work, and related conditions of employment governing employees covered by this Agreement.

Washington Beef, L.L.C.

**United Food and Commercial
Workers Union, Local 1439**

By: _____
Brad McDowell, President
Dated: October ___, 2019

By: _____
Eric Renner, President
Dated: October ___, 2019

Letter of Understanding

It is the intent of Washington Beef, L.L.C. and United Food and Commercial Workers Union, Local 1439, in the interest of the employees, to foster and preserve harmonious relations between the Company, its employees, and the Union. Both parties recognize the personal worth and human dignity of each individual employee. This letter of understanding is intended to promote and sustain mutual respect and harmonious relations between all persons and parties involved in this collective bargaining relationship. Any person not adhering to this policy will be subject to appropriate disciplinary action. Any perceived violation of the intent of this understanding will be decided at a labor management meeting, unless it is of such an emergency nature that the parties must discuss it immediately.

AGREED BY:

WASHINGTON BEEF, L.L.C.

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1439

DATE: _____

DATE: _____

Letter of Understanding

The parties agree to review the current practices for pre and post shift and break and lunch compensable work. The objective of the review will be to identify ways to reduce the burden of pre and post shift activities on the employees. Once the review is completed, operational changes may be made. After the changes are implemented, the parties agree to conduct a review of the provisions of “Change Allowance (Gang Time)” Article 17, Subsection 6. On a date to be agreed upon in the near future, a Time & Motion study will be conducted to determine the amount of time employees are then spending engaged in compensable activities. That agreed amount will replace the twelve (12) minutes provided in the contract.

AGREED BY:

WASHINGTON BEEF, L.L.C.

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1439

DATE: _____

DATE: _____

Letter of Understanding

The parties agree that the Company has the right to monitor employees for misconduct involving the operation of motor vehicles on Elmwood St. as they enter and exit plant premises and issue discipline under Article 6.

AGREED BY:

WASHINGTON BEEF, L.L.C.

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1439

DATE: _____

DATE: _____