

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PALISADES RANCH

and

UFCW LOCAL 770

April 25, 2021 – APRIL 24, 2026

Contents

COLLECTIVE BARGAINING AGREEMENT	1
PALISADES RANCH AGREEMENT	3
ARTICLE 1 - RECOGNITION OF THE UNION	3
ARTICLE 2 - NO STRIKE - NO LOCKOUT	5
ARTICLE 3 - MANAGEMENT PREROGATIVE	6
ARTICLE 4 – SENIORITY.....	6
ARTICLE 5 - LEAVE OF ABSENCE.....	9
ARTICLE 6 – WORKWEEK (MEAT).....	11
ARTICLE 6 – WORKWEEK (POULTRY)	14
ARTICLE 7 – HOLIDAYS	17
ARTICLE 8 - WORKING CONDITIONS (All Employees).....	19
ARTICLE 8 - WORKING CONDITIONS (POULTRY).....	21
ARTICLE 9 - FUNERAL LEAVE.....	22
ARTICLE 10 – VACATIONS	22
ARTICLE 11 – WAGES	24
ARTICLE 12 - SICK LEAVE	27
ARTICLE 13 - HEALTH AND WELFARE	29
ARTICLE 14 - GRIEVANCE AND ARBITRATION	31
ARTICLE 15 – TIMECARDS.....	33
ARTICLE 16 – REPRESENTATION.....	34
ARTICLE 17 – SEPARABILITY.....	34
ARTICLE 18 - DURATION OF AGREEMENT.....	34

PALISADES RANCH AGREEMENT

THIS AGREEMENT is by and between PALISADES RANCH, hereinafter known as the Employer and UFCW LOCAL 770, chartered by the United Food and Commercial Workers International Union, hereinafter known as the Union.

ARTICLE 1 - RECOGNITION OF THE UNION

1.1 The undersigned Employer recognizes the Union as the exclusive bargaining agent with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees covered by this Agreement at its facility located at 5925 Alcoa Avenue, Vernon, California 90058 and more particularly identified by the classifications set forth in Article 11 of this instrument.

1.2 Every person employed to perform work covered by this Agreement shall, as a condition of employment, be required to apply for and become a member of and maintain membership in good standing in the Union on the expiration of thirty-one (31) days after employment or within thirty-one (31) days after the effective date of this Agreement, whichever is later; provided, if permitted by State or Federal Law - whichever is or may be applicable - a person must be or become a member of the Union in good standing within the minimum period permitted or which may be permitted under the applicable law.

1.3 The Employer shall discharge every person who has failed to comply with the provisions of Section 1.2 upon receipt of written notice from the Union directing the Employer to discharge such employee not later than the end of the current workweek, and further agrees not to employ or re-employ any person so discharged until the Employer has been notified in writing by the Union that such a person is a member of the Union in good standing.

1.4 All employees from the first day of employment shall receive no less than the wages and benefits established by this Agreement.

1.5 The Union agrees to hold harmless the Employer and to indemnify the Employer for any claims of judgments arising as a result of the Employer terminating or discharging any employee in reliance upon written notice from the Union to the Employer directing the Employer to terminate or discharge such employee as set forth above. Upon written notification from the Union of an error in directing the Employer to terminate or discharge an employee in accordance with

Section 1.3 above within six (6) months of the receipt of the written notification from the Union to terminate or discharge an employee, the Employer agrees to reinstate with full seniority any employee terminated pursuant to this Article within one (1) week of said notification. "Full seniority" will not include the payment of any employee benefits or wages lost as a result of such termination.

1.6 The Employer will notify the Union, via email, within seven (7) calendar days, of all new hires, rehires, layoffs, recalls and terminations.

1.7 The Employer agrees to contact the Union offices if possible whenever it desires to hire new personnel in classifications within the scope of this Agreement. It is understood that the Employer is not required to hire any applicants dispatched by the Union.

1.8 The Union and the Employer will continue their policy of no discrimination because of race, color, sex, age, religious creed, national origin or ancestry in the recruiting, hiring and promotion of employees.

1.9 It is agreed that for the convenience of the employees, the Employer shall, after receipt of individual written authorization, deduct from the first payroll of each month the Union dues and initiation fees of such employee for the month and pay the total assessed deductions to an officer designated by the Union. In addition to the regular monthly deduction, in the event an employee is behind in his dues or initiation fees incurred during his employment at this Employer, and upon receipt of a written authorization for automatic deduction, the Employer will make the deduction from the employee's check for the third (3rd) payroll period of each month. Such monies so deducted will be transmitted to the appropriate designated Union officer with the Employer's regular monthly report.

The Union agrees to furnish the Employer with a statement setting forth authorized rate of dues, initiation fees and the name and address of the person designated to receive the dues and initiation fees for and on behalf of the Union.

For employees who voluntarily authorize contribution to the UFCW active ballot club political action committee, the Employer agrees, after receipt of individual written authorization, to deduct the authorized amount each payroll period on a payroll deduction basis and forward the same to the Union monthly.

Written authorization shall be in a form mutually agreed upon by the Employer and

the Union and shall be in full compliance with all State and Federal Laws.

Prior to the end of each calendar month, the Union will furnish to the Company, in duplicate, a list of its members on the Company's payroll indicating which members have signed authorization cards. The Company will use one (1) such list as a remittance notice with which it will transmit the deductions to the Union no later than the second week of the current month to the officer designated by the Union.

In the event an employee cancels or withdraws his authorization deduction, the Company shall so notify the Union.

1.10 Bargaining unit work shall continue to be performed by bargaining unit members. Except in the case of severe emergency, there shall be no limit.

1.11 The Company will notify the Union within sixty (60) days in the event it purchases another company and will meet with the Union and discuss recognition issues.

ARTICLE 2 - NO STRIKE - NO LOCKOUT

2.1 The Union and the Employer agree that every effort will be made to administer this Agreement in accordance with the true intent of these terms and provisions to the end of maintaining sound labor relations. The parties hereto intend by this Agreement to provide a stabilized relationship between them and to ensure uninterrupted production during the life of said Agreement. For that reason, it is agreed that during the term of this Agreement, arbitration shall resolve disputes as set forth in the arbitration clause herein and that the Union and all employees covered by this Agreement will not for any reason during the term of this Agreement engage in any strike, work stoppage, slowdown or any other form of interference with work in or about any place covered by this Agreement, and the Employer shall not engage in any lockout of employees.

2.2 The refusal of any employee or employees to cross a lawful, primary picket line sanctioned by the United Food and Commercial Workers International Union, at the premises of any Employer including his own, shall not constitute a violation of this Agreement and shall not be cause for discharge or discipline.

2.3 Because of the perishable nature of the products manufactured and handled by the Company, the Union, to permit the removal of such products and the orderly shutdown of the plant will give the Company not less than seventy-two (72) hours' notice in advance of any strike, work stoppage, slowdown or suspension of work by the Union or its members.

ARTICLE 3 - MANAGEMENT PREROGATIVE

3.1 Except as expressly limited elsewhere in this Agreement, the Company shall have the right to manage the business efficiently and profitably including but not limited to the direction of working forces; the right to hire, assign, transfer, promote, and demote associates; the right to set methods of remuneration; the right to maintain discipline for all associates and to suspend, discipline, and/or discharge for just cause; the right to layoff associates due to lack of work; the right to determine the work to be performed by any and all associates; the right to establish reasonable safety rules, including, but not limited to, driver compliance, testing, monitoring and smoking; the right to eliminate jobs, establish new jobs, combine and/or consolidate jobs, and to determine job content for all associates; the right to determine the extent to which the business shall be operated, the number and locations of all plants, branches, facilities, and to determine the products to be made, purchased, and/or handled; the right to determine the work to be done at any location, the means, methods, and equipment to be used in performing all work; the right to set reasonable standards of work in process, including the right to discipline and discharge for failure to meet those standards; the right to introduce new technology, equipment, automation, efficiency gaining devices or other labor saving devices; the right to determine the price of products and financial and accounting policies; the right to establish and implement reasonable work rules, attendance rules, and standards of conduct. All such rights are vested exclusively within the rights of the Company and the Union will not abridge these rights.

3.2 The specific rights as listed are not all inclusive and any and all rights, powers, or authorities the Company had prior to the signing of any Agreement are retained by the Company, except those rights as may be expressly limited by clear and explicit language of some provision of this Agreement.

ARTICLE 4 – SENIORITY

4.1 Accumulation of plant seniority shall equal the employee's total length of

service in the bargaining unit.

4.2 Classification seniority shall equal the total length of service in the classification.

4.3 In the event two (2) or more employees have the same starting date in the plant, sequence of hiring procedures shall be recorded in the personnel file and said recording shall prevail.

4.4 In the event the business of the Employer necessitates a reduction in the work force, said reductions shall take place as follows:

Reductions in the work force where the number of employees within a classification is being reduced shall be made on the basis of job classification seniority. In other words, the employee having the least job classification seniority shall be laid off in that classification. The laid off employee may then exercise his bumping rights using his plant seniority to bump the least senior employee in another equal or lower pay classification within the plant and said bumping rights are hereby extended to the employee being bumped ultimately if there is a reduction in the total number of employees in the plant, the employee laid off and without work in the plant shall be the employee with the least plant seniority and likewise on re-employment of employees, such employment shall be made on the basis of plant seniority.

4.5 All permanent openings in the plant shall be posted in the plant. Any employee desiring to be considered for the position must sign the job posting within seventy-two (72) hours of the time of posting. All temporary openings of more than two (2) weeks known duration shall also be posted. If a vacancy occurs in the classification of experienced Meat Saw Operator and the Employer determines to fill the vacancy by hiring an experienced applicant for such job, the vacancy need not be posted.

4.6 Employees who successfully bid shall receive the rate of pay for their new position (which could be higher or lower), but if there is a progression rate, they shall start at the rate closest (but in no event lower) to the rate in their previous position.

4.7 The Company shall give employees who are granted a job bid a ninety (90) working day trial period in that new job. At any time during that trial period, the associate may choose to return to their previous position with full seniority and

at their former rate of pay. The employer may determine the associate is not qualified and return the associate to their previous position. The Union may request the justification for this decision.

4.8 It is also agreed that an employee within any given classification may, when a job opening occurs within that classification, bid on the job to acquire a more desirable shift.

4.9 Job postings on which no one makes a bid shall be given to new hires selected solely by management.

4.10 A temporary employee hired for vacation relief or relief of an absentee worker shall not acquire seniority under this Agreement except in cases where his employment continues subsequent to the return of the worker(s) he has relieved and he otherwise qualifies under this Agreement for acquisition of seniority.

4.11 An employee shall terminate his seniority and employment with an Employer:

- (a) If the employee quits.
- (b) The employee is discharged for just cause.
- (c) An employee does not actively work for the employer for any reason for a period of six months or 12 months if out due to a work related injury.
- (d) If the employee fails to report for work at the end of an authorized leave of absence or vacation period, without advising the Employer and giving reasons satisfactory to the Employer for failing to report on time.

4.12 Laid off employees shall notify the Employer of any change of address or forwarding address if out of town. The Employer shall call back laid off employees by text or email, with a copy to the Union, and if there is no answer from the employee within 48 hours, the employee shall lose his/her seniority rights. If it is found that the employee is out of town, the time shall be extended to seven (7) days.

4.13 If the employee is absent from work for three (3) consecutive working days without advising the Company and giving reasons satisfactory to the Company for such absence, he/she shall terminate his/her seniority and employment.

4.14 It shall be the responsibility of an employee who is absent for any period in excess of one (1) day to inform the Employer one (1) working day in advance of his intended return. It shall be the responsibility of an employee who is absent for any period in excess of one (1) week to inform the Employer of his intent to return on the Thursday preceding his/her return.

4.15 Any new employee shall be subject to a trial period of ninety (90) consecutive workdays, with the Employer before he shall obtain seniority from the first day of employment. However, by providing written notice to the Union and employee of how the employee is not meeting expectations, the Employer may extend the probationary period by thirty (30) days. Employees terminated within said trial period shall have no recourse to the grievance and/or arbitration provisions of this Agreement, but nevertheless are required to join the Local Union in accordance with Section 1.2 of the collective bargaining agreement.

ARTICLE 5 - LEAVE OF ABSENCE

5.1 **GENERAL PROVISIONS FOR LEAVES OF ABSENCE.** All leaves of absence must be authorized and in writing. The Employer shall furnish a copy of all leaves of absence granted to the Union. All authorized leave of absence shall not interrupt seniority subject to the specific provisions set forth in this Article.

If an employee fails to report for work at the end of the period of an authorized leave of absence, all seniority rights shall be terminated, except in case of proven emergency where the Employer, in its discretion, agrees to extend the leave of absence.

Unless specifically authorized in writing by the Employer, a leave of absence will not be granted to engage in employment elsewhere and any employee who engages in employment elsewhere while on a leave of absence will be deemed a voluntary quit.

Except as otherwise provided in this Article or mandated by law, authorized leaves of absence of any nature shall not interrupt seniority rights for a period of one-hundred twenty (120) days. Such leaves of absence may be extended at the

discretion of the Employer. Upon an employee's return to work, the employee's seniority date and length of service shall be adjusted to reflect time lost in months and days while the employee was on such leave of absence in excess of one-hundred twenty (120) days.

5.2 PERSONAL LEAVES OF ABSENCE. Upon written application to the Employer, leaves of absence or renewals thereof, without pay, for personal reasons may be granted by the Employer to employees who have completed one (1) year or more of continuous service. Any renewal must be requested prior to the expiration of the leave then in effect. A leave of absence for personal reasons, if granted, shall be in writing and a copy of such leave shall be furnished to the employee and the Union. The duration of each absence and any renewals thereof shall be specifically stated in the request and in the granting of the leave and no leave will be granted for a continuous period or periods which exceeds six (6) months. Refusal to grant a leave and/or the duration of such leave shall not be subject to arbitration.

5.3 OCCUPATIONAL INJURY OR ILLNESS LEAVES OF ABSENCE. Absence of 12 months or less due to occupational illness or occupational injury shall not interrupt seniority rights. An employee absent from work due to industrial injury or industrial illness shall be eligible for employment subject to passing a medical examination without cost to the employee to determine his fitness for employment if so requested by the Employer.

5.4 NON-OCCUPATIONAL MEDICAL LEAVES OF ABSENCE OR OTHER ABSENCES COVERED UNDER THE FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT. The Employer shall comply with the provisions of the Family Medical Leave Act and the California Family Rights Act, and any amendments of either law, for all employees.

5.5 MATERNITY LEAVE. The Employer shall comply with the provisions of the applicable federal and State of California statutes.

5.6 LEAVES OF ABSENCE TO OBTAIN EMPLOYMENT DOCUMENTATION. In the event it is necessary to terminate an employee due to employment documentation regarding identification and/or right to work in the United States, including a questioned Social Security number, the employee will be granted an unpaid leave of absence for a maximum of ninety (90) days in which to provide proper documentation. If the employee returns with proper documentation within the time allowed, they will be reinstated in accordance with the following

terms.

The employee would remain whole in his accrued plant seniority up to the date the leave of absence commences. During the period of the leave of absence, the employee would not accrue any additional plant seniority. Upon the employee's return to work, the employee's seniority date and length of service would be appropriately adjusted to reflect time lost in months and days while that employee was on leave of absence.

5.7 The Employer shall allow a maximum of two (2) employees to take unpaid, uncompensated union leave up to a maximum of six (6) months, with the right to return with full seniority to their former position.

ARTICLE 6 – WORKWEEK (MEAT)

6.1 It is agreed that forty (40) hours shall constitute the guaranteed workweek, eight (8) hours in a period of nine (9) hours with one (1) hour off for lunch, or eight (8) hours in a period of eight and one-half (8½) hours with one-half (½) hour off for lunch, to be worked as follows: Monday, Tuesday, Wednesday, Thursday and Friday; or Sunday night through Thursday night. A night shift shall be deemed to start on or after 2:00 P.M. When an employee does not accept a work assignment and works less than forty (40) hours in one (1) workweek, such employee shall not be entitled to forty (40) hours guaranteed pay.

6.2 Employees laid off and called back to work the week immediately following the week of layoff shall be guaranteed their full week's pay. However, if the recall is necessary because of absenteeism of employees scheduled to work, the recalled employee would only be guaranteed the hours of work remaining in the week. If other employees are subsequently recalled for any other reason, then all recalled employees would be guaranteed the complete forty (40) hours of work. If employees are called back the second week or later, they shall be guaranteed pay for the day they are called back and the balance of the days in that week.

6.3 If a regular or extra employee arrives late, he/she shall be paid only for the hours actually worked on that day and his/her daily and weekly guarantee shall be proportionately reduced by the hours not worked on that day.

6.4 Time and one-half (1½) shall be paid after eight (8) hours worked in any one (1) day (including post-shift overtime by a night shift employee on Monday morning) and after forty (40) hours in any one (1) week, and after five (5) hours

without time off for lunch until such lunch period is given. Double (2) time shall be paid for all work performed on Sundays, with the exception of work after 2:00 P.M. by regular employees who work Sunday night through Thursday night. Two (2) times the straight-time rate of pay shall be paid for any work performed on New Year's Day, Labor Day, Thanksgiving Day or Christmas Day, except for work after 2:00 P.M. by employees who work on the night shift. Time and one-half (1½) times the straight-time rate of pay shall be paid for all work performed on all other holidays, except for work after 2:00 P.M. by employees who work on the night shift. As to night shift employees, it is agreed that the evening preceding such named holidays shall be recognized as paid holidays within the meaning of this Section.

6.5 All Employees – When an employee is required to work more than ten (10) hours in any one (1) shift, he will be paid a meal allowance of seven dollars (\$7.00) and will be allowed time off with pay not to exceed twenty (20) minutes for such meal period. Employees must work at least one-half (1/2) hour after the end of the meal break in order to receive the meal allowance. This provision does not apply to those employees who work a ten (10) hour four (4) day workweek. Employees working a Monday through Saturday workweek (Sanitation) as of 3-1-01 shall receive overtime pay on Saturday even though they are absent during the week due to illness, providing that they bring a medical certification of that illness to the Employer.

6.6 In the event of brownout or blackout created by an energy crisis, failure of utilities, acts of God or any other condition requiring cessation of work which is beyond the control of the Employer, including, but not limited to inability to obtain USDA inspection due to a shutdown by the USDA offices, the forty (40) hour guarantee shall not apply for that week only.

6.7 It is also agreed that all such work performed on the sixth (6th) day worked in the same workweek shall be paid for at the rate of time and one-half (1½). If any work is done on Saturday, the employee shall be guaranteed four (4) hours of work.

6.8 A part-time employee is an employee hired to work for less than 30 hours in one (1) workweek. Part-time employees are not guaranteed any minimum number of hours work and part-time employees are not entitled to any employee benefits, including but not limited to sick leave, holiday pay, vacations, pensions, or health benefits.

6.9 The Employer recognizes that hiring regular full-time employees is preferred to using extras whenever practical. However, the Employer may hire part-time employees, not to exceed 25% of the total workforce within a job

classification, to meet the production needs of the Company. It is understood and agreed that the term "twenty-five percent (25%) of the total work force" refers to the total number of hours worked by regular full-time employees.

6.10 It is agreed that there shall be rest periods of fifteen (15) minutes during the morning shift and fifteen (15) minutes during the afternoon shift for all employees of the Employer.

6.11 Regular established starting time shifts on a weekly basis shall be posted by noon (12:00 PM) prior to the regular quitting time on the Friday of the prior week. Work performed before and after the established work schedule shall be paid at time and one-half (1½) the employee's straight-time rate for such hours worked.

6.12 A minimum of ten (10) hours shall intervene between the quitting time by any regular employee and the next starting time of his shift for an Employer. In the event less than ten (10) hours intervene between quitting time by a regular employee and the next starting time of his/her shift for an Employer, the employee shall be paid at the rate of time and one-half (1½) for such hours worked within said ten (10) hours intervening time period.

6.13 As an alternative to the workweek and other conditions set forth, the Company may schedule any portion of its work assignments on ten (10) hour days. In the event the Company schedules ten (10) hour days, the following shall apply:

The guaranteed workweek is to be forty (40) hours of work or pay. The normal workweek is Monday through Friday. The normal workday consists of ten (10) hours of work, exclusive of thirty (30) minutes for lunch for which an employee will not be paid. Overtime will be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for:

- (a) All hours worked in excess of forty (40) hours per week.
- (b) All hours worked in excess of ten (10) hours per day, but less than twelve (12) hours per day.
- (c) All work performed on the fifth (5th) or sixth (6th) day of work within one (1) workweek.

Overtime at the rate of two (2) times the employee's regular rate of pay will be paid

for:

- (a) All hours worked in excess of twelve (12) per day.
- (b) All hours worked on the seventh (7th) consecutive day of work.
- (c) All hours worked on Sunday, unless Sunday night is the first shift of their regular workweek.

The minimum daily guarantee on Saturday is four (4) hours work or pay. There will be no pyramiding of overtime.

6.14 The Employer shall have the right to utilize a Tuesday through Saturday and/or a Wednesday through Sunday workweek for employees hired after 3-1-01, (This clause shall only be mandatory for employees hired after 3-1-01)

ARTICLE 6 – WORKWEEK (POULTRY)

6.1 Employees are entitled to one-half (½) or one (1) uninterrupted hour for lunch. Employees working over five (5) hours without time off for lunch shall be paid time and one-half (1½) over the five (5) hours until such meal period is given.

6.2 Time and one-half (1½) shall be paid after eight (8) hours in any one (1) day and after forty (40) hours in any one (1) week. No split shift shall be allowed. The workweek shall consist of five (5) consecutive days, Monday through Friday or Sunday through Thursday inclusive. A night shift shall be deemed to start on or after 2:00 P.M.

6.3 Start Times. Regular established starting time shifts on a weekly basis shall be posted at least three (3) hours prior to the regular quitting time on the Thursday of the prior week. Work performed before and after the established work schedule shall be paid at time and one-half (1½) the employee's straight-time rate for such hours worked.

6.4 When employees are called to work and kept waiting for a period before starting to work, they shall be paid the regular scale for the waiting period. When employees are called for work and no work is provided, they shall be paid a minimum of the prevailing wage scale for their classification for eight (8) hours.

6.5 The guaranteed workweek shall be forty (40) hours for all employees. When an employee is called in, he shall be guaranteed four (4) hours pay. All work on the

sixth (6th) day of work in the same workweek shall be paid at the rate of time and one-half (1½). In the event of a work disruption caused by circumstances beyond the control of the Employer such as earthquake, fire, or flood on the premises, or public utilities fail to supply electricity, water or gas, or where there is a failure in the sewer system, Acts of God or any other condition requiring cessation of work including, but not limited to, inability to obtain USDA inspection due to shut down by the USDA offices, the forty (40) hour guaranteed workweek shall not apply for that week only and the Employer may reschedule the employees without penalty.

6.6 Overtime. When overtime is required, the Employer shall notify employees not later than the beginning of the last break before the end of their regular shift.

Employees willing to work overtime shall post their names on a list to be provided for that purpose. Such list shall be continuously posted one (1) week in advance. The signing by an employee of such list shall constitute an obligation to perform the required work. In the event the Employer is unable to obtain a sufficient number of employees to volunteer for overtime, overtime shall become mandatory in inverse seniority order. By seniority, up to 10% of each job classification present for work may elect to not work more than two hours overtime in any one day. Associates who have prior scheduled appointments (medical, school, etc..) that would conflict with working overtime will be excused from working overtime (proof may be required).

6.7 Four Day Workweek: As an alternative to the workweek and other conditions set forth above, the Company may schedule four (4) ten (10) hour days. In the event the Employer chooses to use this workweek, said workweek shall be on a voluntary basis to the employees and in no event shall this workweek become mandatory for any employee. The guaranteed workweek shall be four (4) ten (10) hour days, Monday through Friday. The normal workday shall be ten and one-half (10½) hours with thirty (30) minutes for an uninterrupted lunch period. Time and one-half (1½) shall be paid for all hours worked in excess of forty (40) per week or ten (10) hours in any one (1) day but less than twelve (12) hours. All work on the fifth (5th) or sixth (6th) day of the same workweek shall be paid at time and one-half (1½) the regular rate of pay.

6.8 Overtime at the rate of two (2) times the employee's regular rate of pay will be paid for:

- (a) All hours worked in excess of twelve (12) in any one (1) day.

- (b) All hours worked on the seventh (7th) day of work in the same workweek.
- (c) There will be no pyramiding of overtime.
- (d) Employees, when transferring to a four (4) day, ten (10) hour work week must be notified the prior week and once commenced, such workweek must be completed on such schedule. In the event of layoff, the least senior employee shall be laid off without regard to completion of the workweek.

6.9 A holiday workweek shall consist of four (4) eight (8) hour days for which said employee shall receive forty (40) hours' pay.

6.10 Part-time Employees. Part-time employees are those employees scheduled to work thirty (30) hours or less per week.

The Employer may employ part-time help not to exceed twenty (20%) percent of the total work force. It is understood and agreed that the term "twenty percent (20%) of the total work force" refers to the total number of hours worked by regular full-time employees.

Part-time employees shall be guaranteed four (4) hours' work or pay any day they are called to work. Part-time employees are not entitled to any employee benefits set forth in this Agreement, including but not limited to sick leave, holiday pay, vacations, pension, and health benefits. Laid off full-time employees who elect to accept part-time work will be entitled to certain limited health insurance benefits as specified in Article 13 hereafter.

Notwithstanding anything to the contrary herein, part-time employees have no seniority and no seniority rights to employment. The Employer will maintain a list of part-time employees in the order of their hiring and when a full-time position becomes available and all laid off full-time employees with seniority have been recalled, the first hired part-time employee will be offered the position providing the employee has the requisite skills and ability. A part-time employee who is offered full-time employment will have their seniority date established as of the first day of full-time employment.

The Employer will make every reasonable effort to ensure that laid off full-time employees who agree to accept part-time work are given the opportunity to work at least twenty-four (24) hours a week, if such work is available. In the event a thirty-

two (32) hour shift is available for a part-time employee, laid off full-time employees will be offered the additional time in order of seniority before any regular part-time employee is offered such additional hours.

6.10 Shift Bidding. The Employer will post a shift selection list once each year in January. Employees may select their choice of either a night shift or a day shift. In addition, they may select their day off. Employees will thereafter be assigned to their preferred shift and workweek by seniority in classification insofar as is operationally possible. The employer shall have the right to utilize a Tuesday through Saturday and/or a Wednesday through Sunday workweek for employees hired after 3-1-01 (This clause shall only be mandatory for employees hired after 3-1-01.)

If the Employer opts to modify a workweek, the Employer will first ask for volunteers for the change. If an insufficient number of employees volunteer for the changed workweek, employees will be assigned in inverse seniority order by classification.

ARTICLE 7 – HOLIDAYS

7.1 The Employer agrees to observe the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving
Day Independence Day (July 4th)	Christmas Day
One (1) Floating Holiday (effective January 1, 2018)	

7.2 In order to be eligible for holiday pay for the designated holidays set forth in 7.1 above, an employee must:

- (a) Be a regular full-time employee;
- (b) Have completed their probationary period prior to the day of the holiday
- (c) Have worked their full, last scheduled shift before the holiday and their full, first scheduled shift immediately after the holiday unless absence for any or all the scheduled shift is due to:
 - (1) Approved vacation leave;

(2) Tardiness of less than one (1) hour.

7.3 It is understood and agreed that an employee must work at least one (1) full workday in the workweek of the holiday or must return from an approved illness or injury leave of absence within the workweek following the holiday in order to be eligible for holiday pay.

7.4 Any employee scheduled to work on a holiday and who fails to do so, will lose any eligibility they may otherwise have for holiday pay.

7.5 Submission of a proven false or falsified doctor's certificate shall be grounds for immediate discharge.

7.6 (a) When any of the above-designated holidays fall on a Saturday or Sunday, they shall be observed on the preceding Friday, or on the following Monday, at the discretion of the Employer. In the alternative, the Employer may designate the prior Friday for observation of a holiday for any segment or portion of the employees and the following Monday for the observation of the holiday by the remaining portion of the employees. The Employer will post a notice two (2) weeks in advance of the holiday of the days to be observed.

(b) With regard to Thanksgiving and any designated holiday falling on Monday through Thursday, it is understood and agreed that for those employees who regularly report to work on or after 2:00 p.m., their "holiday" will be observed on the prior workday. If a shift is required the day following the holiday observance, the Employer will schedule as many of the employees as operationally possible to commence work as early in the a.m. of the day as possible.

7.7 Only hours actually worked on a holiday shall count for the purposes of computing overtime pay.

7.8 Work performed on observed holidays except as hereinafter provided shall be compensated at the premium rate of double (2) the straight-time day or night shift rate plus compensation for eight (8) hours at the straight-time day or night shift pay. Provided, further, however, that if work is required and performed on New Year's Day, Labor Day, Thanksgiving Day or Christmas Day, then such work shall be compensated at the premium rate of quadruple (4) the straight-time day or night shift plus eight (8) hours at the straight-time day or night shift rate, if the employee is otherwise eligible. The term "observed holiday" refers to the day

designated by the Employer as being the "observed" day for the employee and premium pay is due only if an employee is required to work on the day designated for their observance of the holiday.

7.9 Employees who have worked for two (2) or more years will receive two (2) paid days off if they have used no sick leave or have no unexcused absences in the previous anniversary year. Sanitation employees who have worked for two (2) or more years will receive three (3) paid days off if they have used no sick leave in the previous anniversary year. Employees must request the day off in writing at least two (2) weeks in advance. Only one (1) employee may take his/her day off in any one (1) week. Paid days off may not be taken during holiday weeks or in conjunction with the employee's vacation. Employees must take their paid day off and may not receive pay in lieu thereof.

ARTICLE 8 - WORKING CONDITIONS (All Employees)

8.1 The Union and the Employer will continue their policies of no discrimination because of age, race, color, religious creed, sex, national origin or ancestry in the recruiting, hiring and promotion of employees.

8.2 The Employer shall furnish all required linens, gloves, equipment and tools and maintain same.

8.3 Meat - The Employer shall furnish and the employee shall use such safety devices, safeguards and equipment as required by OSHA, including belly guards, steel mesh gloves and knife pouches; and the Employer shall adopt and use such practices, means, methods, operations and procedures which are adequate to render such employment and place of employment safe, and shall do all things necessary to protect the life and safety of all employees. The employee shall be responsible for the care, custody and replacement of such equipment. If replacement of such equipment is required because of normal wear and tear, the Employer shall be responsible for the replacement of said equipment. The Employer shall provide a safe place upon the Company's premises for the storage of said equipment. The refusal by an employee to use such safety devices, equipment, and safeguards shall subject the employee to disciplinary action which may include immediate discharge.

8.4 No employee shall be laid off or discharged for refusal to work where the employment or place of employment is not safe and if any employee is laid off or discharged for refusing to work when the employment or place of employment is not safe, such employee shall have the right of action for wages for the period of time during which any such employee is without work as a result of such layoff or

discharge.

8.5 An employee who refuses to follow instructions may be subject to disciplinary action which may include suspension or discharge provided the instructions would not result in unsafe conditions and are consistent with Local, State, and Federal Law

8.6 It shall also be deemed just and sufficient cause for disciplinary action, which may include suspension or discharge, if an employee violates the Employer's posted work rules, wherein said work rules have been provided to the Union. Any change in current work rules will be provided to the Union, the Union may grieve the reasonableness of those work rules.

8.7 It shall be deemed just and sufficient cause for suspension or discharge of an employee who is guilty of theft (possession of Company's or another employee's property without permission), intoxication or drinking intoxicating beverages on Employer's premises or during scheduled working hours, using or being under the influence of dangerous or habit-forming drugs, improper care of equipment or other acts in his/her conduct or work performance that are detrimental to the welfare of his/her fellow employees and the business of the Employer.

8.8 The Employer shall provide a bulletin board and a suitable space in each establishment, division, section, department or each part thereof, for the posting of documents or notices desired by the Union; provided, however, such documents or notices shall be called to the attention of the Employer before being posted by the Local Union.

8.9 In the event the Employer is contacted by U.S. Immigration and Customs Enforcement ("ICE") for the purpose of an I-9 inspection or in the event of the presence of the INS on company premises, the Employer will immediately notify the Union. If the Employer receives advance notice or information that ICE may be coming to the premises to review the status of its employees, the Employer will, if possible and not in violation of any ICE requirement, post a notice to advise employees that they may need to have their legalization documents on their person.

8.10 The Employer and the Union agree that a joint labor management committee shall be formed, with equal management and union membership. Its purpose shall be to increase the communications and attempt to provide for the resolution of problems within the Company.

8.11 The Company and the Union will treat each other, the members/employees

and supervisors with respect and dignity. The Company will be responsible for the actions of its supervisors towards employees that the Company knew or should have known and will take appropriate corrective action with supervisors who do not treat employees with respect and dignity. Also, employees who do not treat supervisors with respect and dignity will be subject to disciplinary action.

8.12 The Employer retains the right to establish and enforce reasonable standards of production. The Union retains the right to audit any implemented productivity standard at reasonable times and challenge the reasonableness of any production standard through the grievance procedure of this Agreement.

ARTICLE 8 - WORKING CONDITIONS (POULTRY)

8.1 The Employer shall provide at its expense required safety equipment, including but not limited to gloves, aprons, and boots as necessary to perform their jobs safely. The Employer may require the employee to place a deposit upon gloves, aprons and boots. Such deposit shall not be over the actual cost. The employee may be required to forfeit the deposit upon the failure to return the gloves or aprons or boots for replacement or to turn them in upon termination of employment. The Employer shall bear the expense of laundering provided equipment. No provided safety equipment shall be removed from the premises without express permission from the Employer.

8.2 Layoff or plant shutdown by any Employer shall not interrupt or terminate the employee's seniority rights for a period of nine (9) months from the date of layoff or shutdown.

8.3 Two (2) rest periods of fifteen (15) minutes shall be allowed without deduction of pay at regular times in each shift. Such rest periods shall be as near the middle of the first one-half of the shift and the middle of the second one-half of the shift as possible. An additional rest period of fifteen (15) minutes shall be allowed without deduction of pay after eight and one-half (8½) hours, unless the work period shift is scheduled to end by the end of the 9th hour. In the event the work period is completed by the end of the 9th hour, no break will be taken, and the Employer will add fifteen (15) minutes to each employee's time for payroll purposes.

ARTICLE 9 - FUNERAL LEAVE

(MEAT)

9.1 In the case of a death in the immediate family of any regular employee, he shall be paid at his/her regular straight-time rate of pay for the time necessarily lost from work in connection therewith. Such pay shall not exceed eight (8) hours per day nor more than three (3) days, one of which shall be the funeral or memorial service. Immediate family means spouse, child (excluding miscarriage, except if burial is required by law), legally adopted children, parents, mother or father of current spouse, brother or sister. An employee submitting false evidence of eligibility for bereavement compensation may be subject to disciplinary action which may include suspension or discharge.

(POULTRY)

9.2 In case of death in the immediate family, consisting of spouse, children, legally adopted children, parents, brothers and sisters, grandparents and current in-laws; the employee shall be allowed three (3) days off with pay, none of such pay shall be deducted from employees accumulated sick leave. Eligibility for this leave shall apply only to employees who have been on the payroll for one (1) year prior to the death of those named above. The employee may be requested to provide proof of death and relationship.

ARTICLE 10 – VACATIONS

10.1 Employees covered by this Agreement shall receive the following vacation with pay each year which must be taken according to seniority on an anniversary year basis:

- (a) One (1) weeks' vacation with pay for employees in the service of the Employer for one (1) year but less than three (3) years;
- (b) Two (2) weeks' vacation with pay for employees in the service of the Employer for three (3) years or more.
- (c) Three (3) weeks' vacation with pay for employees in the service of the Employer for ten (10) years or more.
- (d) Four (4) weeks' vacation with pay for employees in the service of the

Employer for twenty (20) years or more.

10.2 Vacations are to be computed on the employee's base rate of pay for a forty (40) hour workweek. If a holiday occurs during the vacation period, employee shall receive an extra day's pay in lieu thereof.

10.3 Eligibility for full vacation pay is based on twelve (12) months' continuous employment since the employee's last anniversary date of employment. Any employee working less than eighteen hundred (1,800) straight-time hours during any year shall have their vacation prorated based on hours worked. Paid holidays, paid sick leave, paid vacation and temporary layoff not to exceed thirty (30) days shall be considered as time worked for the purpose of computing vacation eligibility. Hours not worked up to a maximum of two hundred (200) hours as a result of compensable, occupational injury or illness shall be considered as time worked for the purpose of computing vacation eligibility.

10.4 All time spent by an employee in Military Service will be counted as time worked with the Employer that he left to go into Military Service and will be credited in computing vacation eligibility providing he returns to employment with that Employer upon discharge from Military Service, within the time limit set by law.

10.5 All earned vacations must be taken and shall not be carried over from one (1) vacation period to the next.

10.6 Upon termination of employment, the employee shall receive earned vacation pay according to the following schedule:

- (a) One-twelfth (1/12) of a week's pay for each month or major fraction thereof after six (6) months of service and up to three (3) years;
- (b) Two-twelfth (2/12) of a week's pay for each month or major fraction thereof after three (3) years of service or more.
- (c) Effective March 1, 1998, three-twelfth (3/12) of a week's pay for each month or major fraction thereof after ten (10) years of service or more.

10.7 The above shall be paid to the employee if his employment is terminated before it is time for him to receive his regular vacation. However, if an employee is discharged for proven dishonesty, he/she shall forfeit all prorated vacation due at the time of termination. Such vacation pay will be computed to the

nearest full month of service.

10.8 The Employer shall provide vacation request forms in October of each year for vacation time to be scheduled during the following calendar year. Employees are to specify their desired period for vacation during the following calendar year by the first Monday in November. Thereafter, the Employer will furnish approval of the time period requested on or before December 31. Seniority will govern the request of periods of time available. Employees may take up to two (2) weeks of vacation at once. Employees with three (3) or more weeks of vacation may take all weeks at once, but only once during the term of the collective bargaining agreement.

10.9 Any employee who fails to request their vacation time preference by the first Monday in November for the following calendar year will be permitted to schedule their vacations for the calendar year after January 15 in whatever time period remains following assignment of time periods to employees who have timely listed their preference. Any employee who failed to request their preferred vacation time by the first Monday in November may not utilize their seniority to claim any time from a previously scheduled employee.

10.10 Employees will receive their accrued vacation pay when the vacation is scheduled, which may be a pro-rata share. Employees who wish to receive their accrued vacation pay on their anniversary date must indicate such election on the vacation request form furnished by the first Monday in October and to be returned to the Employer by the first Monday in November.

10.11 All vacations must be taken by the employee's anniversary date of employment which next follows completion of the vacation period. The Employer reserves the right to unilaterally schedule vacation within a sixty (60) days period of the employee's anniversary date for any employee who has not scheduled and taken their vacation during their eligibility year. The Employer agrees to provide employees with two (2) weeks' notice prior to commencement of such unilaterally scheduled vacations.

ARTICLE 11 – WAGES

11.1 The rates below shall be the minimum rates of pay for the classifications listed:

MEAT

	Time In Position	9/1/2021	4/30/2022	4/30/2023	4/30/2024	4/30/2025
Saw Oper	0-12M	\$18.15	\$18.60	\$19.05	\$19.55	\$20.05
	1 yr	\$18.55	\$19.00	\$19.45	\$19.95	\$20.45
	5 yr	\$18.95	\$19.40	\$19.85	\$20.35	\$20.85
	10 yr	\$19.35	\$19.80	\$20.25	\$20.75	\$21.25
	15 yr	\$19.75	\$20.20	\$20.65	\$21.15	\$21.65
	20 yr	\$20.15	\$20.60	\$21.05	\$21.55	\$22.05
Meat Cut	0-12M	\$17.10	\$17.55	\$18.00	\$18.50	\$19.00
	1 yr	\$17.50	\$17.95	\$18.40	\$18.90	\$19.40
	5 yr	\$17.90	\$18.35	\$18.80	\$19.30	\$19.80
	10 yr	\$18.30	\$18.75	\$19.20	\$19.70	\$20.20
	15 yr	\$18.70	\$19.15	\$19.60	\$20.10	\$20.60
	20 yr	\$19.10	\$19.55	\$20.00	\$20.50	\$21.00
Trimmer	0-12M	\$16.00	\$16.45	\$16.90	\$17.40	\$17.90
	1 yr	\$16.40	\$16.85	\$17.30	\$17.80	\$18.30
Marelec Mach Op	0-12M	\$15.40	\$15.85	\$16.30	\$16.80	\$17.30
	1 yr	\$15.65	\$16.10	\$16.55	\$17.05	\$17.55
Pack/Util	0-12M	\$15.20	\$15.65	\$16.10	\$16.60	\$17.10
	1 yr	\$15.40	\$15.85	\$16.30	\$16.80	\$17.30

POULTRY/SANITATION

	Time In Position	9/1/2021	4/30/2022	4/30/2023	4/30/2024	4/30/2025
Poultry Saw	0-12M	\$18.00	\$18.45	\$18.90	\$19.40	\$19.90
	1 yr	\$18.40	\$18.85	\$19.30	\$19.80	\$20.30
	5 yr	\$18.80	\$19.25	\$19.70	\$20.20	\$20.70
	10 yr	\$19.20	\$19.65	\$20.10	\$20.60	\$21.10
	15 yr	\$19.60	\$20.05	\$20.50	\$21.00	\$21.50
	20 yr	\$20.00	\$20.45	\$20.90	\$21.40	\$21.90
Poultry Pack Ut	0-12M	\$15.20	\$15.65	\$16.10	\$16.60	\$17.10
	1 yr	\$15.40	\$15.85	\$16.30	\$16.80	\$17.30
Sanitation	0-12M	\$15.20	\$15.65	\$16.10	\$16.60	\$17.10
	1 yr	\$15.60	\$16.05	\$16.50	\$17.00	\$17.50
	5 yr	\$16.00	\$16.45	\$16.90	\$17.40	\$17.90
	10 yr	\$16.40	\$16.85	\$17.30	\$17.80	\$18.30
	15 yr	\$16.80	\$17.25	\$17.70	\$18.20	\$18.70
	20 yr	\$17.20	\$17.65	\$18.10	\$18.60	\$19.10

Beginning 9/01/21, above scale employees shall receive a minimum increase of \$0.40 per year.

In lieu of retro pay, all bargaining unit members shall receive \$700 signing bonus (minus applicable taxes and deductions) as soon as practicable after ratification.

At the sole discretion of the Company, associates may be selected to serve in a lead position. The minimum pay rate for lead associates working in that position will be \$1.50 above the appropriate contractual hourly rate.

11.2 All check stubs shall show straight time and overtime worked. All deductions from each paycheck shall be shown on check stubs or separate statement given to employees.

11.3 Any employee temporarily working in a higher classification shall be paid the rate of the higher classification for the time actually worked on such classification within a straight-time shift, and any employee regularly scheduled to and working in two (2) or more classifications during a workweek on a regular basis shall have his rate established at the rate for the highest classification so worked.

11.4 (Meat) Overtime shall first be offered to the most senior employee who normally or performs the job for which overtime is available. If an insufficient number of employees volunteer to perform required overtime, overtime shall become mandatory in inverse seniority order, taking into consideration the employees' ability to perform the work required. By seniority, up to 10% of each job classification present for work may elect to not work more than two hours overtime in any one day. Associates who have prior scheduled appointments (medical, school, etc..) that would conflict with working overtime will be excused from working overtime (proof may be required).

Employees will be given notice that mandatory overtime may occur not later than prior to the last break of the current shift.

11.5 Nothing contained in this Article shall restrict the Employer from obtaining in advance sign-ups for voluntary overtime. Any employee who signs up for voluntary overtime must work said overtime.

11.6 No premium or overtime shall be paid more than once for the same hours worked.

11.7 In the event there are new jobs or classifications created, they shall be subject to negotiations. In the event no agreement on a rate is reached within thirty

(30) days, it shall be submitted to the arbitration procedure pursuant to Article 14 of this Agreement. The rate established by the arbitrations shall be retroactive to the date on which the new classification and wage rate was applied by the Employer to the employee doing that work.

11.8 The Employer may establish a plan providing remuneration to the employees above and in addition to the contractual wage rates provided by this Agreement. It is agreed that any such plan or method of remuneration may be modified, withdrawn, or terminated by the Employer, provided that remuneration already earned before the date of such modification or discontinuation shall be paid out.

11.9 New employees shall receive regular Union rates of pay during the trial period.

11.10 Part-time employees (excluding full-time employees on layoff) will receive an hourly wage rate equal to the California State minimum wage rate. Part-time employees will not be entitled to any benefits under this Agreement, including but not limited to vacation, paid holidays, health insurance, pension benefits or sick leave. As used herein, the term "employed regularly" would mean any part-time employee who averaged more than 30 hours per week for four (4) consecutive months.

11.11 (Poultry) Full-time employees who have been laid off and who opt to accept part-time work will be paid their full-time rate for part-time hours or the California State minimum wage rate, whichever is higher. A full-time employee who has qualified for insurance coverage prior to layoff will have the option of being paid a twenty-five cents (25¢) per hour premium or having their medical coverage continued for themselves only in accordance with Article 13, Health and Welfare, (13.4 – 13.7) of this Agreement.

ARTICLE 12 - SICK LEAVE

12.1 Entitlement to sick leave pay is to be calculated as follows:

- (a) All employees in the service of the Employer for eighteen hundred (1,800) straight-time hours in any one anniversary year, shall be entitled to thirty-two (32) hours sick leave with pay each year, and unused sick leave pay shall be paid out each anniversary. . Anniversary date of employment shall be used in computing employee's sick leave benefits.
- (b) Employees who work less than eighteen hundred (1,800) straight-

time hours in any one (1) anniversary year, shall be entitled to pro rata sick leave based on 1/52nd of the whole for each forty (40) straight-time hours worked in the completed anniversary year.

- (c) In computing straight-time hours worked for sick leave purposes, straight-time hours paid for vacations, holidays and temporary layoff not to exceed thirty (30) days, shall be considered as time worked. Hours not worked up to a maximum of two hundred (200) hours as a result of compensable, occupational injury or illness shall be considered as time worked for the purpose of computing sick leave eligibility.

12.2 Unused sick leave shall be paid out on the employee's anniversary date

12.3 In the event of such illness and/or injury, the Employer may require the employee to submit written evidence from their doctor attesting to the employee's illness and/or injury before the employee shall be eligible to receive sick and/or industrial injury pay. Beginning with the second day for personal illness or injury, the amount payable shall be eight (8) hours per day at the employee's straight-time rate of pay less any amount the employee receives or is entitled to receive from State Disability Insurance, State approved private disability insurance or Workers' Compensation. Industrial injury pay shall start from the first day of employment.

12.4 All regular, full-time employees who have completed their probationary period but who have been on the payroll for less than one (1) year will be entitled to a maximum of three (3) days' paid leave of absence for an on-the-job injury or illness and such time will be charged to their earned sick leave accumulation on the employee's first year anniversary date.

12.5 In industrial injury cases where an employee is required to go to a doctor for care and the doctor orders the employee home for the balance of the day, said employee will be paid regular wages for that day and such time will not be charged against any accumulated sick leave. The same applies in cases where an employee started on-the-job and is unable to return to work for that day.

12.6 An employee who has completed two (2) or more years of service with his Employer, shall be paid unused sick leave at the time of termination as follows:

- (a) Discharges and Quits: An employee will be paid for unused sick leave accrued up to his last preceding anniversary date of hire, not to exceed twenty- four (24) straight-time hours, and will forfeit sick leave earned

since said preceding anniversary date of hire.

- (b) Layoff: An employee who is laid off will not be paid for unused sick leave. Upon recall to work, the employee will have his unused accrued sick leave available.

12.7 Forfeiture of Sick Leave Benefits: An employee who is discharged for proven dishonesty will forfeit all entitlement to sick leave benefits, both earned and accrued.

12.8 If a holiday, vacation, temporary layoff or other leave of absence falls during an employee's sick leave period, no holiday, vacation or other payment shall be made and the payment for sick leave shall be in accordance with the employee's eligibility, if any, except as otherwise provided in Article 7 hereof. No employee who has begun a scheduled vacation may convert the time off to sick leave instead of vacation due to illness incurred after the vacation began.

ARTICLE 13 - HEALTH AND WELFARE

13.1 The Employer shall contribute the percentages listed below toward the monthly premium payment for all eligible employees and their dependents for hospital and medical, dental, prescription drug and group life insurance benefits. Employees shall contribute the percentages listed below of the monthly premium.

Hired Before 9/1/21		
Tenure	ER	EE
0 to 5	89%	11%
5 to 15	94%	6%
15+	97%	3%
Hired After 9/1/21		
Tenure	ER	EE
All	85%	15%

Benefit levels have been, and will be, selected solely by the Employer. The Employer agrees that the overall level of benefits will be similar to that offered in the current plans. During the term of this Agreement, at the time of annual renewal, the Employer shall have the right to propose changes to the carrier, plans and/or benefits offered to employees, and the Union will agree to bargain over Employer proposed changes. If the Employer desires to bargain over such changes, it will provide a minimum of 60-days notice to the Union. During the 60-day notice period,

the Union agrees to meet and bargain over the proposed changes. Mid-term bargaining over such proposed changes shall not act as a reopener of the agreement between the parties. In addition to the above, if in any year, the renewal increase is seven percent (7 %) or more, the Employer may switch carriers, plans or benefits, as long as the overall level of benefits provided is similar. The Union reserves its right to arbitrate if it believes that the overall level of benefits is not similar.

During the sixty (60) day notice period, the Union may request that the shared financial responsibility of the Company and the Eligible Employee be calculated using the applicable tier rate, based upon an employee's elected coverage (single employee; employee + 1 [spouse or child]; or employee + family), rather than the composite rate. If the Company and the Union agree in any year to convert the shared financial responsibility of the Company and the Eligible Employee from composite rates to applicable tier rate, the calculation will remain based upon the applicable tier rate for the remaining years of the Agreement.

13.2 Eligible employees, for purposes of this Article shall mean all regular, full-time employees who have completed ninety (90) working days of employment, and who have worked (or been paid) at least eighty (80) hours in the preceding month.

13.3 (Poultry) If two (2) employees are married to each other, the Employer shall only make a premium payment for one (1) of the married employees. The married employees shall choose who shall be listed as the eligible employee for premium purposes. If they do not choose, then the premium payment shall be made for the employee whose birthday occurs first (1st) during the calendar year. This clause shall not be invoked if the result would be a loss of coverage by any otherwise eligible dependent of either spouse.

13.4 (Poultry) Any laid off full-time employee who is eligible for and who is receiving medical benefits at the time of layoff and who elects to accept part-time employment, will have their medical insurance continued for the balance of the month in which they are laid off and for sixty (60) days thereafter. In the event employee is not recalled during the initial extension period of their health insurance, the employee will be offered the option to accept an hourly premium payment of twenty-five cents (25¢) per hour or to continue their health insurance for themselves only during the balance of the time they are on layoff to a maximum of nine (9) months. All appropriate COBRA privileges are available to such employees.

13.5 (Poultry) A laid off full-time employee must work a minimum of eighty

(80) hours each month to remain eligible for insurance coverage. In the event the Employer does not have eighty (80) hours of part-time work available for such laid off employee, the employee will be so notified, and their insurance coverage will be terminated thirty (30) days thereafter. Such employee will then be entitled to all COBRA privileges. If an employee fails to work the minimum hours required because they refused work offered or failed to report to work for any reason other than verified illness, their insurance will be terminated as of the 1st day of the following month and they will receive appropriate COBRA notification and privileges.

If an employee has opted to maintain their insurance coverage for themselves only in lieu of the twenty-five cents (25¢) premium, such option can only be terminated by the employee as of the 1st day of the month following thirty (30) days written notice to the Employer.

13.6 (Poultry) If an employee fails to work the minimum hours required because they refused work offered, or failed to report to work for any reason other than verified illness, their insurance will be terminated as of the 1st day of the following month and they will receive appropriate COBRA notification and privileges.

13.7 (Poultry) Once an employee has opted to maintain their insurance coverage in lieu of the twenty-five cents (25¢) premium, such option can only be terminated by the employee as of the 1st day of the month following thirty (30) days written notice to the Employer.

ARTICLE 14 - GRIEVANCE AND ARBITRATION

14.1 Employees shall not be discriminated against because of their activities in the Union.

14.2 Employees shall not be suspended, dismissed, demoted or disciplined without just and sufficient cause. The maximum time of a suspension shall not exceed the balance of the workweek in which it occurs, plus one (1) additional workweek. Any employee who believes he has cause shall file a written grievance with the Union within seven (7) calendar days after the action taken by the Employer.

14.3 All grievances of an employee or the Union, except those specified in Section 14.2 above, which allege a violation of any provision of this Agreement shall

be filed in writing with the Union and the employee's supervisor within seven (7) calendar days after the employee knew or should have known of the event giving rise to the grievance. The parties hereto shall exercise every amicable means to settle or adjust all grievances filed within the time limits set forth in this Article. The Union will have thirty (30) calendar days from receipt of the grievance to submit a notice in writing to the Company of the intent to submit a matter to arbitration. The Union and the Company shall select an arbitrator from a list of seven (7) names submitted by the American Arbitration Association or Federal Mediation and Conciliation Services within, but no later than, fifteen (15) calendar days after written notification from the Union informing the Company of its intent to proceed to arbitration. The arbitrator shall issue his/her award within thirty (30) days after the close of the hearing.

Upon the written approval of the Employer and the Union, the Conciliation Service of the State of California or the Federal Mediation and Conciliation Service shall be requested to appoint a mediator to hear the dispute and recommend a settlement to the parties. Such recommendation shall be made in writing immediately upon the conclusion of the hearing or within forty-eight (48) hours thereafter. Such time may be waived by the Employer and the Union. Such written recommendation shall be final and binding upon the Employer, the Union and the grievant.

14.4 All grievances and requests for arbitration not filed with the Employer in the time limits specified in this Agreement, or as mutually extended or waived, shall be barred for all purposes.

14.5 Only the fee of the arbitrator and the cost of a hearing room shall be borne equally by the parties. All other expenses, such as expert witness fees, court reporters and other expenses not agreed to by both parties, shall be borne by the party requesting same. Any expenses incurred at the request of the arbitrator shall be borne equally by both parties.

14.6 The arbitrator shall have no power to alter, amend, change, add to, or subtract from, any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance and the appropriate remedy, if any, that shall be applied. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other. The arbitrator shall not be bound to the limitation on suspension set forth in Section 14.2 of this Article.

14.7 The grievance and arbitration procedure set forth in this Article shall be the exclusive means of settlement of all disputes between the parties regarding the interpretation and application of this Agreement.

14.8 In order that the Union may be aware of any alleged violation of an Employer rule not in conflict with this Agreement, and be given an opportunity to help correct said violations and aid in maintaining maximum efficiency, it is agreed that where the Employer finds it necessary to reprimand an employee, the Employer shall reduce such reprimand to writing and provide a copy to the union via email. Such written reprimand notices shall be void after one (1) year. Three (3) such notices to an employee within one (1) year shall give the Employer the right to terminate such employee. Nothing herein is to be construed to require the Employer to give a warning notice for a major offense that is "just cause" for termination. Employee termination, pursuant to said reprimand notices, shall commence immediately notwithstanding a guaranteed forty (40) hour workweek.

14.9 No employee shall have his wages reduced who may now receive more than the minimum wages called for in this Agreement nor shall his hours be lengthened, and employee shall not be reclassified to defeat the purpose of this Agreement. Any employee working at two (2) or more jobs will receive the higher rate of pay for his classification for the hours worked in that classification.

ARTICLE 15 – TIMECARDS

15.1 The Employer is to maintain timecards or time records in accordance with applicable State and/or Federal law. Such records are to be available to an authorized Union representative for inspection upon reasonable notice as such records may relate to a specific grievance.

15.2 Any and all claims for adjustment of wages an overtime shall be made on or before one hundred and twenty (120) days from the time for which such adjustment of wages or overtime is claimed.

15.3 All-time records shall be reported in full as required by this Agreement and by law. Any employee failing to comply strictly with the requirements for reporting time records shall be subject to the same discipline as followed with respect to any other violation of Company rules or policies.

ARTICLE 16 – REPRESENTATION

16.1 No employee shall be discriminated against or discharged by reason of his/her activities in, or representation of, the Union. A duly authorized representative of the Union shall have the privilege of contacting members of the Union during working hours. The Union Representative shall notify a representative of management of his/her intent to visit the Employer's facility immediately upon arriving at the facility. Such representative shall carry credentials showing his/her authority at all times and shall display them at all times upon request by the Employer. The Union agrees that such representative shall not disrupt the work of any employees and shall conduct their action with the least possible interference with plan operations. The Employer agrees that he will immediately furnish at the request of the Union a list of all employees coming under the jurisdiction of this Agreement.

ARTICLE 17 – SEPARABILITY

17.1 The provisions of this Agreement are deemed to be separable to the extent that if and when a Court of last resort adjudges any particular provision of this Agreement to be in conflict with any law or presidential decree issued thereunder, such decision shall not affect the validity of the remaining provisions of this Agreement but such remaining provision shall continue in full force and effect.

It is further provided that in the event any provision or provisions are so declared to be in conflict with such ruling or regulation or law, both parties shall meet within thirty (30) days for the purpose of renegotiating the provision so invalidated.

However, it is further mutually agreed that in the event a shorter workday or a shorter workweek be established by law or by presidential decree this Agreement shall be reopened for negotiation of changes in the hourly rates of classifications listed herein upon written notice from either party any time after thirty (30) days from the effective date of such decree or law and pending such negotiation employees shall be paid the hourly rate for hours actually worked notwithstanding any other provision of this Agreement.

ARTICLE 18 - DURATION OF AGREEMENT

18.1 This Agreement, except as otherwise specified herein, shall become effective April 25, 2021, and shall continue in effect until twelve 0'clock

midnight, April 24, 2026, and from year to year thereafter unless terminated by either party by written notice of termination sent by registered mail to the other not less than sixty (60) days prior to April 24, 2026, or prior to April 24th of any year thereafter.

IN WITNESS WHEREOF, the duly chosen representatives of the parties hereby affirm that they have the authority to enter into this Agreement on behalf of themselves and their principals and hereto affix their hands.

EXECUTED THIS DAY OF 2021

FOR THE COMPANY
PALISADES RANCH

Signature: Paul S. Paget
Name: Paul S. Paget
Title: President

FOR THE UNION
UFCW LOCAL 770

Signature: John M. Grant
Name: John M. Grant
Title: President

APPENDIX A

SIDE LETTER TO COLLECTIVE BARGAINING AGREEMENT BETWEEN

PALISADES RANCH.

AND

UNITED FOOD AND COMMERCIAL WORKERS LOCAL 770

MEAT DIVISION

It is mutually understood and agreed between Palisades Ranch, (“the Employer”) and United Food and Commercial Workers Local 770 (“the Union”) that the Employer may change from a weekly to a bi-weekly payroll. This means that instead of receiving 52 paychecks (direct deposits) per year, each employee will receive 26 paychecks (direct deposits). Pay days will remain on Thursdays. An employee's bi-weekly pay will be based upon the same applicable hourly rate but will reflect two weeks’ worth of compensation. The Employer will provide reasonable advance notice to the Union of the timing of the change as soon as it is known, and later will provide advance notice to the Union and bargaining unit employees of the precise date when the change will occur

When the change to bi-weekly payroll is implemented, as there will be an initial extra week without pay, the Employer is prepared to take steps to assist employees for whom that delay in receipt of pay constitutes an inconvenience. The Employer will allow any employee to cash out and receive the monetary value of accrued vacation during the transition week to bi-weekly payroll, but all vacation that is so cashed out shall also reduce that employee’s available vacation time off from work. Any employee who lacks accrued vacation to cover the transition week to bi-weekly payroll may request and receive an advance of up to forty (40) hours of vacation to be applied in the transition week. Such advance of vacation shall be earned in full by the employee before the employee accrues any additional vacation.

PALISADES RANCH

UNITED FOOD AND
COMMERCIAL
WORKERS LOCAL 770