

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ROGERS POULTRY COMPANY

and

UFCWLOCAL 770

May 16, 2022 – May 15, 2026

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**2022-2026
COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

ROGERS POULTRY COMPANY

AND

**UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 770**

THIS AGREEMENT by and between Rogers Poultry Company (hereinafter "Employer" or "Company"), and United Food and Commercial Workers International Union, Local 770, (hereinafter "Union").

All conditions set forth in this Agreement become effective as of May 16, 2022, unless otherwise specified herein.

ARTICLE I - RECOGNITION OF THE UNION

SECTION A

The Employer recognizes the Union as the representative for the purpose of collective bargaining as to wages, hours and working conditions on behalf of all production workers, including sanitation, cleanup and common labor workers, maintenance and truck drivers, except office and clerical employees, non-working foremen and any and all supervisory employees who do not perform any duties covered by this Agreement.

The Company agrees to recognize the union and extend the collective bargaining agreement to any facility operated by the Company within 250 miles of the Los Angeles facility located at 2020 E. 67th Street, Los Angeles, CA 90001.

The Company agrees to provide for moving costs for all employees who wish to relocate to a newly opened facility within the 250-mile area.

It is mutually agreed that only employees doing work which comes under the jurisdiction of United Food and Commercial Workers Union Local 770, as defined in the paragraph above, shall be allowed to perform work as provided for in this Agreement.

SECTION B

The Company shall have the right to hire any person as a new employee. Every new employee shall be a temporary employee for a period of thirty (30) calendar days from the date he first reports for work and the continued employment of said employee shall be at the

exclusive discretion of the Employer during the trial period.

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 to the extent of tendering a periodic dues and initiation fee uniformly required for membership 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 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.

The individual Employer shall discharge every person who has failed to comply with these provisions immediately upon written notice of such non-compliance and further agrees not to employ or re-employ any person so discharged until he is a member of the Union in good standing.

It shall be the duty of the Employer to notify all new employees that they must become members of the Union on the thirty first (31st) calendar day after the date of their employment and to attach a copy of Article I, Section B, to the checks of all new employees during their thirty (30) day trial period.

It shall be the duty of the Employer to notify the Union, in writing, within seven (7) calendar days of all new hires, rehires, layoffs and recalls.

SECTION C

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. The Employer further agrees that such contact will be made before hiring personnel from other sources. The Employer further agrees to afford the Union an opportunity to refer job applicants and agrees to consider any applicants so referred. It is understood, however, that the Employer is not required to hire any applicants dispatched by the Union. It is further understood that after contacting the Union, the Employer is free to hire such personnel as it desires.

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.

SECTION D

The Employer agrees to prominently display the Union Shop Card at all times in one (1) or more places.

SECTION E

The Union shall indemnify and hold the Company harmless against all claims, demands, suits or other forms of liability which shall arise out of or by reason of the Company's compliance with the provisions of this Article.

ARTICLE II- HOLIDAYS

The following days have been agreed upon as paid holidays:

New Year's Day	Independence Day
Memorial Day	Thanksgiving Day
Labor Day	Christmas Day

All employees are entitled to two (2) floating holidays each year beginning after ninety (90) days of employment. Employees shall not take the floating holiday in conjunction with another holiday or vacation and may not take more than one (1) floating per month. Employees shall give a two-week notice of their desire to take a floating holiday. In the event that more than one employee requests the same day off, seniority will prevail. No more than five (5) employees on any one- day.

Employees who cannot take their floating holidays during the year will be paid for any unused days on their anniversary.

In order to receive holiday pay, the employee must report for work his/her regularly scheduled work day before the holiday and his/her regularly scheduled work day after the holiday unless his absence is compelled for reasons of sickness. A holiday week shall consist of thirty-two (32) working hours which will call for forty (40) hours of pay.

All extra and new employees employed during the week of a holiday shall be paid for the holiday, provided that said extra and new employee will have been employed for that particular full week.

When any of the above holidays fall on a Saturday or Sunday, the following Monday shall be the observed holiday. If the officially observed day under federal law for any holiday falling on Saturday or Sunday is a day of the week other than Monday, at the option of the Employer, the federal observed day shall be the day observed for the holiday instead of Monday.

Holiday pay rate shall be two times the regular rate of pay for holiday hours worked and straight time pay for holiday hours not worked. Only holiday hours actually worked shall be included for the purpose of computing weekly overtime.

ARTICLE III -SENIORITY

Accumulation of plant seniority shall equal the employee's total length of service with the Employer dating from the first day of employment.

Classification seniority shall be the same as plant seniority.

In the event two 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.

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

Reduction in the work force where the number of employees within that classification is being reduced shall be made on the basis of classification seniority. In other words, the employee having the least classification seniority shall be laid off in that classification. The laid off employee may, then, exercise his/her bumping rights using his/her plant seniority to bump into another classification within the plant and said bumping rights are hereby extended to the employee being bumped until 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 reemployment of employees, such employment shall be made on the basis of plant seniority. All job openings shall be offered on a seniority basis.

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. New employees, employees bidding for job schedules, and regular employees selected by inverse seniority can be scheduled a work week without two (2) consecutive days off.

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

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.

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. Laid off employees shall notify Employer of any change of address or

forwarding address if out of town. The Employer shall call back laid off employees by telephone calls jointly made by foremen and steward, or by Employer and the Union, or by telegram, with a copy to the Union, and if there is no answer from the employee within five (5) days, the employee shall lose his seniority rights. If it is found that the employee is out of town, the time shall be extended to fifteen (15) days. An employee laid off for a continuous period of twelve (12) months shall terminate his seniority.

ARTICLE IV-VACATIONS

SECTION A

Employees covered by this Agreement shall receive the following vacation with pay each year, which must be taken according to seniority on a year-round basis:

One (1) week of vacation with pay for employees in the service of the Employer for one (1) year but less than two (2) years;

Two (2) weeks of vacation with pay for employees in the service of the Employer for two (2) years but less than five (5) years;

Three (3) weeks of vacation with pay for employees in the service of the Employer for five (5) years or more.

Four (4) weeks of vacation with pay for employees in the service of the Employer for fifteen (15) years or more.

No employee currently earning five weeks vacation shall have their vacation reduced at any time.

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

Eligibility for full vacation pay is based on two factors neither of which is severable:

- a. Twelve (12) months' continuous employment since the employee's last anniversary date of employment, and
- b. Sixteen-hundred (1600) hours worked (all overtime hours excluded) during such twelve (12) months' continuous employment since the employee's last anniversary date of employment.

Any employee working less than sixteen hundred (1600) hours during any year shall have

their vacation pro-rated for 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 a compensable, occupational injury or illness shall be considered as time worked for the purpose of computing vacation eligibility.

The Employer shall post on the bulletin board, no later than January 15th of each year a list showing the current seniority standing of each employee for selection of vacation periods. All employees shall contact the personnel office for selections, not later than March 1st, and all vacation schedules shall be finalized by the Employer, by seniority, by March 31st.

An employee who fails to enter their vacation time preference on said list by March 1st of any year and still desires to take their vacation in whatever time period remains after assignment of time periods to employees who have listed their preferences; the precise week or weeks from among the remaining time in which such an employee must take their vacation shall be determined by their Employer.

SECTION B

Upon termination of employment or discharge, the employee shall receive all earned and accrued vacation pay as required by California law.

Earned vacation time that is not used by the subsequent anniversary shall be paid on that anniversary date, by separate check. The company may impose a \$2.00 fee for a separate check. However, employees must be notified in advance if a fee is to be assessed.

ARTICLE V - SICK AND ACCIDENT LEAVE

All employees shall be entitled to fifty-six (56) hours sick leave pay each year. Unused portions of sick leave shall accumulate at the rate of seven (7) days (56 hours) per year, up to a maximum of nineteen (19) days (152 hours). Anniversary date of employment shall be used in computing employee's sick leave benefits.

In the event such illness and/or injury exceeds three (3) working days, the Employer may require the employee to submit written evidence from his doctor attesting to the illness and/or injury before the employee shall be eligible to receive sick and/or industrial injury pay. The amount payable shall be eight (8) hours at the employee's straight-time rate of pay less any amount the employee received 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 for all new employees up to a maximum of three (3) days' pay and will be charged to earned sick leave after employee's

first-year anniversary date.

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

In the event that all or any portion of the hours of sick leave to which an employee is entitled is used during any year of employment the accumulation shall start again on his anniversary date immediately following the sickness or injury--shall be interpreted to mean that at the end of each work year the employee has earned six (6) days sick leave to be added to any remaining unused portion of earned sick leave. The work year shall be from anniversary date to anniversary date. Sick leave over eighteen (18) days will be paid to Employees. Sick leave will be payable on the first day.

ARTICLE VI - SUSPENSION AND DEMOTION

No employee covered by this Agreement shall be suspended, demoted, or dismissed without just and sufficient cause.

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 employees shall not be reclassified to defeat the purpose of this Agreement. Any employee working at two or more jobs will receive the higher rate of pay for his classification.

ARTICLE VII-GRIEVANCE PROCEDURE

a. A grievance shall be any complaint or dispute involving the interpretation or application of any provision of this Agreement, and any dispute between employee or the Union and the Company. Any matter reserved solely to the discretion of the Company by the terms of this Agreement, shall not be made the subject of a grievance.

b. The employees, Union, and the Company agree to put forth earnest efforts to adjust all misunderstandings and grievances that may arise from time to time as speedily and amicably as possible. An employee who believes he has cause for complaint, shall nevertheless continue to perform his assigned work diligently and properly while awaiting the conclusion of the grievance procedure.

c. Grievance Procedure:

Step 1. An employee shall submit his grievance to the Union and the Union, if it intends to proceed with the grievance, shall submit the grievance to the Company within ten (10) working days of the event giving rise to the grievance. The grievance shall state the facts and the specific provisions of this Agreement alleged to have been violated and shall be

immediately presented or sent to Employer representative. Within three (3) working days after receipt of any grievance, the Supervisor or Management Representative will meet with the aggrieved employee and his Shop Steward or Business Representative. The Supervisor or Management Representative will give his answer to the Union by the end of the fifth calendar day following this meeting. Failure of the Company to meet with the Union or reply within the time so provided shall be considered a denial of the grievance and will advance it to Step 2.

Step 2: A meeting with the employee, Shop Steward and/or Business Representative and Employer Representative will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within five (5) working days from the date the grievance is received by Employer Representative. Employer Representative will give a reply by the end of the fifth working day following the date of the meeting, and the giving of such reply will terminate Step 2. Failure of the Company to meet with the Union or reply within the time so provided shall be considered a denial of the grievance and terminate Step 2.

d. The time limits as set forth above may be extended by mutual agreement in writing between the parties, provided, however, that such extensions for any one grievance shall not be a waiver of any other time limits related to the grievance and shall not be a precedent or waiver of time limits for any subsequent grievance.

Any grievance not timely submitted or processed within the time limits set forth in Article VII, shall be deemed waived.

e. The Company may file a grievance under this Article, which shall be in writing to the Union and which shall proceed directly to Step 2.

ARTICLE VIII - ARBITRATION

a. If the matter is not resolved in the above steps of the grievance procedure either party may take the question to arbitration by notifying in writing the other party of its desire to proceed to arbitration within fifteen (15) working days after the Step 2 reply is due.

(1) In the event the parties cannot mutually agree upon an arbitrator to hear the dispute either party may request a list of arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike names on this panel until one name remains as the arbitrator for the case. The parties shall flip a coin to determine who shall strike the first name from the panel.

(2) The arbitrator's decision on any questions properly referred to him shall be final and binding on all parties to this Agreement. The arbitrator shall have no jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement, but shall limit his considerations and decision to the interpretation and

application of the subject matter presented to him.

(3) The expense of the arbitration, including the arbitrator's fees, costs, as well as mutually agreed upon facilities and services, shall be paid as follows:

The first arbitration in each of the years of this Collective Bargaining Agreement as well as split decisions shall be borne equally by the Company and the Union. In any and all other arbitrations during the course of any year said expenses and costs will be defrayed and paid by the losing party, as so designated by the arbitrator.

b. The time limits set forth in this Article may be extended in writing by mutual agreement, provided, however, that such extension for any one grievance shall not be a precedent or waiver of time limits for any subsequent grievance.

c. Any grievance not timely submitted or processed within the time limits set forth in Articles VII or VIII shall be deemed waived.

ARTICLE IX- NO STRIKE - NO LOCKOUT- NO JURISDICTIONAL DISPUTES

a. No Strikes

It is the purpose and intent of the parties hereto that all grievances or disputes arising between them shall be settled peacefully with continuous and uninterrupted conduct of the business of the Company and an orderly relationship between the Company and the Union and their employees as essential considerations of this Agreement; and it is, therefore, agreed that the Union and the employees represented by them, individually and collectively, jointly and severally will not, for any reason or cause, during the term of this Agreement, call or engage in, sanction or assist in, or cause, provoke, or take part in any strike, picketing, boycott, sit-down concerted cessation of work, slowdown, or other curtailment or interference with work in or about any place in which the Company is engaged in the manufacture, delivery, or supply of any material or in the furnishing of any service unless otherwise specifically provided for in this Article. The Union and the Company agree, respectively, to take adequate steps in every claim of violation of this provision to require and protect the enforcement of this Article.

The no strike pledge contained in this Article shall not be circumvented by any subterfuge, such as a claim that individual employees have individually decided to quit work, and under such circumstances the refusal to work by two or more employees shall constitute concerted actions and a strike. The Company agrees that the Union shall not be held liable for actions of individuals described in the last preceding sentence if the Union takes the following action if requested by the Company to help carry out the operation of the Company:

(1) Prompt repudiation of such action by instructing the employees to

discontinue such conduct and that such conduct is in violation of the agreement and not authorized or condoned by the Union; and

(2) Instructing those employees not involved in the work stoppage to do all things necessary to carry on the normal production operations of the Company.

b. No Lockout

Correlative with the above provision, the Company agrees not to engage in any lockout of employees represented by the Union during the life of this Agreement. Any shutdown or reduction in work due to a decrease in volume of business, lack of sales, shortage of materials or other conditions beyond the power of the Company to control shall not be considered a lockout within the meaning of this Agreement.

c. No Jurisdictional Disputes

Union guarantees during the term hereof that there shall be no strikes, slowdown or stoppage of work or any interference with the Company's business occasioned by jurisdictional or work assignment disputes or questions. All workmen covered by this Agreement shall perform the work requested by them by the Company without regard to disputes or questions based on jurisdictional claims.

d. The Company shall have the right to discharge employees who participate in violating this Article. The issue of whether employees violated this Article shall be subject to the grievance/arbitration procedure, provided, however, that the arbitrator shall have no power or authority to mitigate or reduce the discipline imposed by the Company upon an employee who is found by the arbitrator to have violated this Article.

e. The refusal of an employee or employees to perform work which by objective standards presents a risk to health or safety shall not be a violation of this Article.

f. The refusal of an employee or employees to cross a lawful primary picket line established by any local of the United Food and Commercial Workers International Union, AFL-CIO and CLC at the premises of another employer shall not be a violation of this Article.

g. The refusal of an employee or employees to work overtime, only as specifically provided for in Article XIV, shall not be a violation of this Article.

ARTICLE X- ALCOHOL AND DRUG ABUSE POLICY

1. The use of alcohol or drugs by employees during working hours or on Company property is absolutely prohibited. Any employee who violates this policy shall be disciplined, which may include immediate discharge; provided, however, that an employee found to have been in violation of this policy shall not be discharged for that reason alone without first

being given one opportunity to enter a rehabilitation and counseling program. The employee shall be granted an unpaid leave of absence for the purpose of participating in the program. The leave of absence shall not in any way affect the employee's employment status.

An employee's second violation of this policy shall be grounds for immediate discharge. An employee who engages in a dischargeable offense while in violation of this policy may be terminated for that reason without being given the opportunity to enter a rehabilitation program.

2. Definitions.

a. The term "use" means consuming, possessing, selling, concealing, agreeing or arranging to buy or sell, being under the influence, or reporting for duty under the influence of alcohol or drugs to any degree.

b. The term "alcohol or drugs" means any form of alcohol or other intoxicating beverage, and every type of drug, narcotic plant, or similar narcotic substance, for which the employee does not have a valid prescription.

c. The term "working hours" means all time in which employees are engaged in work duties of the Company, and also includes scheduled breaks and lunch time.

d. The term "Company property" means all facilities, vehicles, and equipment that are owned, operated, or utilized by the Company or its employees for work-related purposes, including parking areas and driveways, as well as lockers, tool boxes, or other storage areas used by employees. It also includes other public or private property, facilities, vehicles, and equipment located away from the Company facility if the employee is present on such property for a work-related purpose. It also includes all property of employees, such as lunch boxes, tool boxes, backpacks, purses, and the like that are brought by the employee onto Company property and used for a work-related purpose.

3. If any Company supervisor believes that an employee is in violation of this policy, the employee may be taken aside and questioned. The supervisor will take reasonable steps to ensure that any such questioning is done in privacy, but other supervisors, members of management or employees may also be present.

4. If there is a reasonable cause to believe that an employee is in violation of this policy, the employee may be suspended pending further investigation and disciplinary action, or may be disciplined or discharged immediately as the Company deems appropriate.

5. If there is reasonable cause to believe that an employee is in violation of this policy, the employee may be requested to consent in writing to a chemical urine test for drugs or alcohol for determining the presence of alcohol or drugs, to render a suitable urine sample, and to cooperate in all respects with the Company and its medical clinic or testing facility.

Only state of the art testing through a urine sample shall be used to test for drug and/or alcohol use, using state of the art custody procedures.

6. For purposes of this policy, "reasonable cause" means any set of facts and circumstances that would lead a reasonable person to believe that an employee is in violation of this policy. The showing of reasonable cause must be based on objective considerations memorialized in a written report at the time the employee is asked to submit to a test. The employee may, at his request, be represented by a Union Steward or Business Representative at the time he is asked to submit to a test, provided they are available within one hour after the first call to the Union offices. A copy of the report must be given to the Union. Whenever possible, the Company will make an effort to have a second supervisor or other member of management confirm a supervisor's initial determination of reasonable cause. The absence of reasonable cause for testing shall not be the basis for excluding evidence of a violation of this policy at an arbitration hearing.

7. Any testing shall be conducted by a medical clinic or testing facility selected by the Company and the Union at the Company's cost. The Company shall also provide transportation to and from any facility and the work place. One or more supervisors may remain in the presence of the employee from the moment of initial detection until the test is conducted.

8. If an employee tests positive for drugs or alcohol, the Company may arrange for a second test of the same sample to assure accuracy. Only if both tests are positive will the employee be considered in violation of this policy. A portion of the urine sample shall be given to the Union for independent testing. The Company will maintain the chain of custody of the sample, and will retain all samples until the process is completed. All reports of drug or alcohol screening will be used solely for purpose of administering this policy and for making employment decisions only, except to the extent disclosure is required by law.

9. All employees are expected to comply fully with any lawful request or instruction in the course of any investigation under this policy. The refusal of any employee to consent to any requested test or search, or the failure to obey any lawful direction by a supervisor in any investigation under this policy, may constitute just and sufficient cause for disciplinary action, including discharge.

10. Employees who are not found in violation of this policy after testing may nevertheless be subject to discipline in appropriate cases for just and sufficient cause for poor performance, absenteeism, or other violation of Company rules of conduct. The Company shall have the right to impose discipline, including discharge, under the policy upon any employee who makes any false statement, deliberately conceals any fact, or destroys any evidence concerning this policy, or who assaults, threatens, or intimidates any person concerning this policy.

11. The Company encourages employees who have problems with alcohol or drug use to

seek medical and other professional assistance.

12. The Company shall take reasonable measures to safeguard the privacy of employees in connection with this policy, including maintaining the confidentiality of employees who come forward to discuss alcohol or drug use affecting them.

13. Should the test results not show impairment by alcohol and/or drugs, the Employer agrees to pay the employee lost wages and all other benefits lost as a result of the time lost in completing the testing procedure, and his/her personnel records shall contain no reference to such physical examination and/or tests.

ARTICLE XI - WORKING CONDITIONS

Protective garments such as gloves, aprons, bump caps and boots shall be provided for by the Employer at his expense to safeguard the health and/or prevent injuries to any employee. Safety boots for drivers; rubber gloves; inside gloves; to be furnished by the Employer. The Employer shall provide such garment and the Employer shall bear the expense of laundering the same. No such garment shall be removed from the premises without express permission from the Employer.

Layoff or plant shutdown by any Employer shall not interrupt or terminate the employee's seniority rights for a period of twelve (12) months from the date of layoff or shutdown.

Necessary leaves of absence may be granted. The Company agrees to allow two (2) employees up to a maximum of six (6) months of unpaid leave of absence for union activities. All leaves of absence shall be in writing and a copy sent to the Union. Such authorized absence shall not interrupt seniority.

An employee working at another job for another company while on leave of absence may be terminated.

In the event of leave of absence should the employee fail to report for work at the end of the period of authorized leave of absence he shall terminate his seniority rights except in case of proven emergency where the Employer agrees to extend the leave of absence.

Absence due to occupational injury or occupational illness shall not interrupt seniority or vacation rights.

Absence due to non-occupational illness or non-occupational injury shall not interrupt seniority rights for a period of twelve (12) months. Leaves of absence due to maternity shall be subject to agreement between Management and the Union.

Two (2) rest periods of ten (10) minutes shall be allowed without deduction of pay at regular times in each shift to be mutually agreed upon by the Employer and the Union. 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 ten (10) minutes shall be allowed without deduction of pay after more than ten (10) hours.

Employees shall not be required to work more than two and one-half (2 ½) hours without a rest and/or lunch period.

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

If an employee is required to get a higher-class drivers' license or other specialized license or certification, the Employer will pay the DMV charges to obtain one (1) such license or certificate.

The Employer must give two (2) weeks written notice, with a copy to the union, of any changes to employment policies, procedures or practices. Such notices shall be posted in both English and Spanish in a conspicuous place within the plant. If the Union does not respond within two (2) weeks, the Company may implement the new policy.

ARTICLE XII - TIME CARDS

All disputed claims for wages and overtime shall be regulated so that no injustice shall be done for the Employer or employees. The Employer is to keep time card or time clock records for the checking of overtime and will make them available to the Business Agent or authorized representative of the Union. Where no time clock is used, the Employer shall see to it that time card weekly records are signed by the employee.

Any and all claims for adjustment of wages and 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.

ARTICLE XIII - REPRESENTATION

No employee shall be discriminated against or discharged for the reason of his activities in or representation of the Union. A duly authorized representative of the Union shall have the privilege of contacting the employees during working hours, with the consent of Rogers Poultry representative, which shall not be withheld without good reason. The Union representative shall carry credentials showing his authority at all times and shall display them at the request of the Employer. The Union agrees that such representative shall avoid all unnecessary visits during rush hours. 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 XIV - HOURS

First year employees (hired after ratification) will be guaranteed thirty-two (32) hours per week. After two (2) years employees will be guaranteed thirty-six (36) hours per week. After three (3) years employees will be guaranteed forty (40) hours per week.

Employees are entitled to one-half (1/2) 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 (1/2) over the five (5) hours until such meal period is given.

Time and one-half (1 1/2) shall be paid after forty (40) hours in any one (1) week. The work-week shall be five (5) days, eight (8) hour shifts. There shall be no split shifts.

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 Friday of the prior week. Work performed before and after the established work schedule shall be paid at time and one-half (1/2) the employee's straight-time rate for such hours worked.

When employees are called for work and kept waiting for a period of time 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 given them, they shall be paid a minimum of the prevailing wage scale for their classification for eight (8) hours' pay. However, this clause shall not be applicable the first four (4) occurrences during any calendar year.

Except as limited by paragraph 1 above, the guaranteed workweek shall be forty hours for all full-time employees. Drivers shall work subject to a six-hour daily minimum call on a six-day workweek. In the event of a work disruption caused by earthquake, fire, or flood on the premises, the employer may re-schedule their employees without penalty. The company may utilize part-time employees in an amount not to exceed fifteen percent or five employees (whichever is greater) for each employee group (plant and drivers). Part-time employees shall work subject to a four (4) hour minimum daily guarantee. Part-time employees shall not be entitled to sick, vacation or holiday pay. Part-time employees shall have primary consideration for any full-time positions for which they qualify. Part-time employees working eighty (80) hours per month or more shall be entitled to **full** medical benefits. These benefits shall continue as long as the employee works the required eighty (80) hours per month.

The Company in requiring overtime of employees shall notify employees not less than four (4) hours before the end of their regular shift. Overtime shall be voluntary and handled in the following manner:

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 week in advance. The signing

by an employee of such list shall constitute an obligation to perform the required work. If at any time there is insufficient number of employees on such list to perform the necessary work, the Company shall seek volunteers from the employees whose names are not listed. If the method described above fails to supply a sufficient number of employees to perform the necessary overtime, the Union shall offer its assistance in providing the necessary number of employees. The employee must notify the Employer not later than Thursday if he/she cannot work the following Saturday. If the employee fails to notify the Employer accordingly, he/she may be required to work the Saturday provided the Employer has met the requirements above.

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 Company chooses to use this workweek, the guaranteed workweek shall be four (4) ten (10) hour days. The normal workday shall be ten and one-half (10 1/2) hours with a thirty (30) minute uninterrupted lunch period. For a four (4) day, ten (10) hour workweek, time and one-half (1/2) shall be paid for all hours worked in excess of forty (40) hours per week or ten (10) hours in any one day but less than twelve (12) hours a day. Sunday shift to start no earlier than 6 p.m.

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

1. All hours worked in excess of twelve (12) hours in any one (1) day.
2. All hours worked on the seventh (7th) consecutive day of work
3. Employer will have the choice of four (4) ten (10) hour days or five (5) eight (8) hour days but shall provide two (2) weeks' advance notice to employees before changing the workweek.

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 Friday of the prior week. Work performed before and after the established work schedule shall be paid at time and one-half (1 ½) the employee's straight-time rate for such hours worked. A holiday workweek shall consist of four (4) eight (8) hour days for which said employee shall receive forty (40) hours' pay.

ARTICLE XV· HEALTH AND WELFARE

The Employer shall provide medical insurance for its employees through a plan of its choice. Such medical insurance may be provided through a health maintenance organization plan, a preferred provider plan, an indemnity plan or any combination of such plans. If a National Health Plan or Program of any type is enacted, the Employer, at its option, can adopt the basic National Health Plan or Program for its employees in lieu of the then existing medical insurance plan the Employer is providing its employees.

The Company agrees to provide full medical coverage for existing employees and their dependents. Employees will not be obligated to pay premiums on a weekly basis. The Plan will be maintained at the starting levels throughout the term of this contract, provided that the premiums do not increase more than twenty percent (20%) over the original cost. If costs increase more than twenty percent (20%), the Company and the Union will meet to discuss the alternatives regarding the increases including restructuring the plan to lower the premium down below the twenty percent (20%) mark. The Company will not be obligated to pay more than a twenty percent (20%) increase on medical costs.

Employees hired after the 12/10/2004 ratification of the collective bargaining agreement will be eligible for employee-only medical coverage (no dependent coverage); upon completing four (4) years of employment, employees hired after ratification will receive full family coverage under the plan. Employees hired on or after the effective date of the collective bargaining agreement (May 16, 2022) will contribute five percent (5%) of the medical insurance premiums until they complete three (3) years of employment.

An opt-out bonus of \$100.00/month will be paid to Employees who can provide proof of family medical coverage and elect to not receive insurance.

ARTICLE XVI-WAGES

SECTION A

New wage schedule set forth below effective upon ratification. It is agreed that, for all employees employed by the Employer who are covered by this Collective Bargaining Agreement, the minimum rates of pay for the classifications listed shall be as listed in Appendix A

SEE APPENDIX: A (Wage Structure)

SECTION B

Any employee temporarily working in a higher classification shall be paid the rate of the highest classification for the time actually worked on such classification within a straight-time shift, and any employees 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.

Any time that members of Local 770 participate in work normally being done by members of other local unions, they shall receive the higher rate of pay for all hours worked in said category.

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

SECTION C

All employees are to receive a paycheck once each week for all hours worked in the payroll period.

ARTICLE XVII - NEW EMPLOYEES

All employees doing work that comes under the jurisdiction of Local 770 shall be the recipient of all the benefits of this Agreement.

ARTICLE XVIII - JURY DUTY

All leave for or related to jury duty shall be leave without pay except as provided herein. An employee who loses time from work solely because of engaging in active jury duty and/or orientation day will be paid the difference between his regular straight-time rate of pay (not exceeding eight (8) hours) and his jury duty fee for each such day to a maximum of ten (10) paid days per calendar year. To be entitled to this benefit, the employee must report to the Company for jury duty on each day (other than a holiday designated herein) when he is released after lunch. Any employee working on the night shift will not be required to report for work while serving on jury duty, regardless of what time of day he is released from jury duty. Employee is to notify the Employer within twenty-four (24) hours of jury duty notice received by employee. The Company shall be free to take proper action to obtain the employee's release from jury duty when critical needs of the company business require such action.

ARTICLE XIX - BEREAVEMENT LEAVE

In case of death in the immediately family, consisting of spouse, children, legally adopted children, parents, brothers and sisters, grandparents and current mother-in-laws, father-in-law, brother-in-law and sister-in-law; the employee shall be allowed up to 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 employed for six (6) months prior to the death of those named above. Employees who need additional time shall be entitled to use up to two (2) sick days, floating days or vacation days (if available) or two (2) unpaid days if more than three (3) days are desired. The Company may ask the employee to provide reasonable proof of the family member's death.

ARTICLE XX - COOPERATION

In consideration for the granting of the above conditions to the Employers, Local 770 agrees to refer workers who will work for the best interest of the Employer in every way just and lawful, who will give honest and diligent service to the patrons of the Employer's

establishment and who will do everything within their power for the uplifting of the Poultry Industry.

ARTICLE XXI - SEVERABILITY

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any 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 provisions 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 provisions so invalidated.

However, it is further mutually agreed that in the event a shorter work day 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 the 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 contract.

ARTICLE XXII - MANAGEMENT PREROGATIVE

The Management of the business of the Company and the direction of its working force, the type and variety of products to be handled, the work schedules and methods and means of handling or processing, are prerogatives of Management, subject to and where not in conflict with this Agreement.

ARTICLE XXIII - RESPECT AND DIGNITY

The Company and the Union will establish a Joint Labor Management Committee with the assistance of the FMCS. The committee will meet once per month to discuss issues related to employee morale and efficient operations of the plant.

ARTICLE XXIV - RETIREMENT PLAN

Bargaining unit employees may participate in the Rogers 401(k) Retirement Plan with a minimum contribution of 3% of earnings.

ARTICLE XXV - TERM OF AGREEMENT

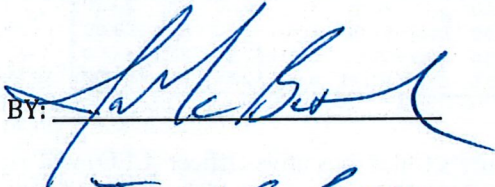
It is agreed between the Parties that this Agreement shall be in effect from May 16, 2022 and shall continue in effect until twelve o'clock midnight May 15, 2026, and from year to year thereafter unless terminated by either Party by written notice of termination sent by registered mail to the other not less than sixty (60) days prior to May 15, 2026, or prior to May 15, of any year thereafter.

This Agreement is subject to ratification by the affected members.

EXECUTED THIS 17th DAY OF MAY, 2022.

FOR THE COMPANY

ROGERS POULTRY CO.

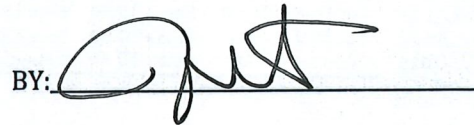
BY: 

PRINT: JOHN C. BUTLER

ITS: C.O.O.

FOR THE UNION

UFCW LOCAL 770

BY: 

PRINT: JOHN M. GRANT

ITS: PRESIDENT

Attachment A: Hourly Rate of Pay

Poultry, Saw Operators, Packing, Shipping, Receiving, Loading and Sanitation Workers

	hire 1 yr	1 yr 2yr	2yr 5yr	5yr 10yr	10yr 15yr	15yr 20yr	more than 20yr
	Base	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30	\$ 0.30
Upon Ratification	\$ 16.35	\$ 16.65	\$ 16.95	\$ 17.25	\$ 17.55	\$ 17.85	\$ 18.15
Effective 7/1/2023	LAC MIN* +\$0.35	Base + \$0.30	Base + \$0.60	Base + \$0.90	Base + \$1.20	Base + \$1.50	Base + \$1.80
Effective 7/1/2024	LAC MIN +\$0.35	Base + \$0.30	Base + \$0.60	Base + \$0.90	Base + \$1.20	Base + \$1.50	Base + \$1.80
Effective 7/1/2025	LAC MIN +\$0.35	Base + \$0.30	Base + \$0.60	Base + \$0.90	Base + \$1.20	Base + \$1.50	Base + \$1.80

Drivers - "C"

	hire 1 yr	1 yr 2yr	2yr 5yr	5yr 10yr	10yr 15yr	15yr 20yr	more than 20yr
	Base	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 1.00	\$ 1.00
Upon Ratification	\$ 17.20	\$ 17.70	\$ 18.20	\$ 18.70	\$ 19.20	\$ 20.20	\$ 21.20
Effective 7/1/2023	LAC MIN* +\$1.20	Base + \$0.50	Base + \$1.00	Base + \$1.50	Base + \$2.00	Base + \$3.00	Base + \$4.00
Effective 7/1/2024	LAC MIN +\$1.20	Base + \$0.50	Base + \$1.00	Base + \$1.50	Base + \$2.00	Base + \$3.00	Base + \$4.00
Effective 7/1/2025	LAC MIN +\$1.20	Base + \$0.50	Base + \$1.00	Base + \$1.50	Base + \$2.00	Base + \$3.00	Base + \$4.00

Drivers - "A"

	hire 1 yr	1 yr 2yr	2yr 5yr	5yr 10yr	10yr 15yr	15yr 20yr	more than 20yr
	Base	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
Upon Ratification	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 22.50	\$ 23.00	\$ 23.50
Effective 7/1/2023	LAC* MIN +\$4.50	Base + \$0.50	Base + \$1.00	Base + \$1.50	Base + \$2.00	Base + \$2.50	Base + \$3.00
Effective 7/1/2024	LAC MIN +\$4.50	Base + \$0.50	Base + \$1.00	Base + \$1.50	Base + \$2.00	Base + \$2.50	Base + \$3.00
Effective 7/1/2025	LAC MIN +\$4.50	Base + \$0.50	Base + \$1.00	Base + \$1.50	Base + \$2.00	Base + \$2.50	Base + \$3.00

* On January 1, 2023, and each year thereafter, Los Angeles County's Chief Executive Officer (CEO) will determine the adjusted rates of the minimum wage based on the Consumer Price Index, which will become effective on July 1, 2023. This rate shall be used to calculate the base rate for the relevant time period.