

Agreement

Between

OVERHILL FARMS, INC.

AND

UNITED FOOD AND COMMERCIAL

WORKERS UNION, LOCAL 770

September 1, 2021 THRU August 31, 2025

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AGREEMENT

THIS AGREEMENT, is made as of the 1st day of September 2022 at Vernon, California between OVERHILL FARMS, INC., or its successors, for all of its operations at Vernon, California (“Employer”), and UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 770 (“Union”), and it constitutes the sole agreement of the parties for purposes of collective bargaining.

ARTICLE I - RECOGNITION

A. Employer recognizes Union as the sole collective bargaining agent of all Employees whose classifications are contained in Article XXX hereof and who are employed at the Employer’s facilities located in Vernon, California. All other employees are excluded from the coverage of this Agreement, including office clerical employees, sales employees, managerial employees, professional employees, maintenance, guards and supervisors as defined in the National Labor Relations Act.

B. No Employee shall be interfered with, restrained, coerced, or discriminated against by Employer because of membership in or lawful activity on behalf of Union.

C. Neither party shall discriminate against any Employee because of race, color, religion, sex, sexual orientation, national origin, marital status, or age or handicap, as defined by law.

D. Employer shall not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining Union.

E. Supervisors, lead people, and managers are expected to supervise and to require Employees to perform the job properly and to observe the rules, but in doing so they and the security guards shall not insult or be derogatory toward the Employee. Alleged violations of this Section must be brought to the attention of the Employer’s Human Resources Department, in writing, such as in the form of an Incident Report. If the situation is not resolved to the satisfaction of the employee, they may then bring it to the attention of the Labor Management Committee to handle in accordance with Article XXIX.

F. The Employer will give 2 weeks’ prior notice before implementing any new and/or amended Employer Policy consistent with good business practices and/or as mandated by law, except when related to human or product safety, in which case prior notice will be 24 hours.

ARTICLE II - SCOPE

A. No work or services presently performed, or hereafter assigned, to the bargaining unit shall be subcontracted, transferred, leased, or assigned in whole or part to any other person or organization. The Company will strive to convert agency workers to Overhill employees.

B. For avoidance of doubt, this amended section is not intended to prohibit the Company’s practice of using temporary agency employees where it is integral to production, such as when needed to cover for employee unavailability and to ensure uninterrupted production to

meet customer orders but rather is intended to reduce reliance on agency workers in favor of bargaining unit workers where possible.

C. The Company will ensure that all open positions are job posted and that qualified Overhill employees receive priority for those positions. The Parties will discuss providing additional training/skills to employees so when premium positions become available, they can successfully be awarded those positions.

D. The Company will conduct quarterly recruiting campaigns. Additionally, to incentivize and reward our employees to assist with recruiting, the Company will create an Employee Referral Program. For each permanent referral, after 3 months of employment, the referring employee will receive \$100 and after six months of employment, the referring employee will receive an additional \$150.

ARTICLE III - TRANSFER OF COMPANY TITLE

A. This Agreement is binding upon the parties hereto and their successors and assigns.

B. Employer shall not use any leasing device to a third party to evade this Agreement. Employer shall give written notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement, or any part thereof, with a copy to Union, at the time the seller, transferor, lessor, or assignor executes a contract or transaction as herein described.

C. Union shall also be advised of the exact nature of the transaction, not including financial details.

ARTICLE IV - UNION SECURITY

A. As a condition of continued employment, every Employee shall become a member of the Union no later than the 31st day following employment or the execution date of this Agreement, whichever is later. Continued employment by an Employee who is already a member in good standing of Union shall be conditioned upon that Employee's continuing payment of the periodic dues of Union. The failure of any Employee to become or remain a member in good standing of Union shall obligate Employer, upon written notice from the Union to such effect, to discharge forthwith such Employee.

B. Employer shall notify Union within 7 days of every new hire, termination, leave of absence, and return from leave of absence ("change of status"), which shall include the Employee's name, address, social security number, classification, and date of change of status.

ARTICLE V - CHECKOFF

A. No later than 30 days after employment, Employer shall collect initiation fee and monthly dues by deducting from the weekly paycheck when such Employee has individually and voluntarily authorized such deductions in writing. The initiation fee shall be deducted weekly in 30 weekly payments. The monthly dues shall be deducted weekly in 52 equal payments by multiplying the monthly dues by 12 and dividing that by 52. If an Employee is paying back dues, the aggregate amount to be deducted weekly shall not exceed \$14.20. The Employer shall also

deduct voluntary political contributions from the paychecks of employees from whom it has received written authorization and remit such deductions to the union with the monthly dues.

B. The following information shall be forwarded monthly to Union with the check-off: First name, middle initial, last name, social security number, Employee number, home address, hourly rate, amounts collected, seniority date, and birthday.

ARTICLE VI - NO STRIKES OR OTHER WORK STOPPAGES

During the term of this Agreement, neither the Union, its officers, agents, members, nor any employee, will authorize, instigate, aid, condone, participate in, or engage in a strike, stoppage of work, slowdown, boycott, picketing, or any other interruption, or interference of work or any impeding of production or business of the Employer, regardless of whether anyone claims that the Employer has breached this Agreement or violated state or federal law, and the Employer will not cause, permit, engage in any lockout of the employees covered by this Agreement. Any employee of the Employer who violates the provisions of this Article may at the sole discretion of the Employer be discharged or otherwise disciplined. If an employee is disciplined or discharged for a violation of this Article, the Arbitrator's jurisdiction shall be limited to a determination of whether the employee engaged in activity prohibited by this Article. All disputes shall be resolved as provided in Article VIII, Grievance and Arbitration Procedure; provided, however, that the Employer specifically has the right to proceed directly to court for an injunction and any and all other legal relief for any breach of this Article.

ARTICLE VII - UNAUTHORIZED ACTIVITY

Union shall have no financial liability for any act of its members or agents which is unauthorized and which the Union cannot control. However, in the event of any such unauthorized action, Union shall, upon receiving notice thereof, urge its members to return to work, if there should be a work stoppage, and just as soon as practical deliver a letter to Employer notifying it that the action of the Union members or agents is unauthorized.

ARTICLE VIII - GRIEVANCE AND ARBITRATION PROCEDURE

A. Definition of Grievance. For the purpose of this Agreement the term "grievance" is defined as any dispute between Employer and either Union or any Employee concerning the interpretation, application, or enforcement of this Agreement.

B. Procedure.

Step 1. No later than 10 days after the cause for a grievance occurs, the grievance shall be brought to the attention of Employer's representative by Union's representative.

Step 2. If the answer is not satisfactory, or if the grievance is rejected it shall (a) be reduced to writing; (b) set forth the facts, the reasons, and the portion of this Agreement on which the grievance is based; (c) be signed by the Employee and Union representative and delivered to Employer no later than 15 days after the grievance was brought orally to the attention of Employer and in all events no later than 25 days after the cause for the grievance occurred.

Step 3. The written grievance shall then be discussed by the designated Employer and Union Representatives. The parties may mutually agree in writing to submit the written grievance to mediation. The cost of any such mediation will be equally shared between the Union and the Employer.

Step 4. If there is no satisfactory settlement within 15 days after the later of either (a) the date of submission of the written grievance in Step 2, or (b) the date of the mediation, if any, in Step 3, either Union or Employer shall have 10 days to submit such grievance to arbitration under paragraph D hereof.

C. Arbitration.

1. Notice. A party who is entitled to submit a grievance to arbitration as herein provided shall promptly notify the other party in writing of its intent to arbitrate and of the grievance or grievances involved.

2. Arbitrability.

a. The arbitration procedure herein provided shall extend only to those issues which are arbitrable under this Agreement. In order for a grievance to be arbitrable (1) it must have been properly and timely processed through the grievance procedure; (2) it must genuinely involve the interpretation, application, or enforcement of a specified provision or provisions of this Agreement; (3) it must not rest on any alleged understanding, practice, or other matter outside the scope of this Agreement; (4) it must not require the arbitrator, in order to rule in favor of the grievance, to exceed the scope of the arbitrator's jurisdiction under this Agreement; and (5) it must not involve the exercise of any of the exclusive rights of Employer unless Union can demonstrate that Employer acted arbitrarily, capriciously, in bad faith, or for the purpose of undermining Union.

b. The fact that a claim or dispute has been handled under the grievance procedure shall not preclude the raising of questions of arbitrability with respect to such claim or dispute.

3. Selection of Impartial Arbitrator. Promptly upon request by either party for arbitration, the parties shall meet to select the impartial arbitrator. If they cannot agree within 14 days after notice of submission to arbitration has been delivered, either party may request in writing that the United States Mediation and Conciliation Service submit a list of 5 names from which the parties shall select one as the arbitrator. If they cannot agree within 5 days on one arbitrator, each shall promptly alternately strike one name, the first to strike being the party who submitted the matter to arbitration; and the last surviving name shall be the arbitrator.

4. Arbitration Submission Agreement. The parties shall reasonably attempt to arrive at an arbitration submission agreement before the arbitration is heard. If, however, they cannot agree, the issue or issues to be resolved by the arbitrator shall be determined by the written grievance and the other correspondence between the parties prior to the arbitration and any other relevant evidence that either party may submit, the jurisdiction of the arbitrator, however, at all times being limited by the other provisions of this Article.

5. Procedure. The arbitrator shall determine the rules to be followed for the arbitration hearing. The arbitrator shall render a written award, which shall be final and binding upon the parties and the Employee involved. The arbitrator shall determine the extent to which either party is prevailing and shall allocate and proportion the arbitrator's fees and costs accordingly.

6. Arbitrator's Discretion. The remedy determined by the arbitrator in case of an improper change of an Employee's employment or wage status shall not be greater, but may be less, than a reinstatement of the Employee to the appropriate job and the payment of sufficient money, after crediting all other monies earned, or which should have been earned during the period of the improper change, so as to make the Employee whole for any loss of wages reasonably suffered during the period involve.

7. Limitations on the Arbitrator. The arbitrator's jurisdiction to make an award shall be limited by the arbitration submission agreement, or as otherwise herein expressly provided, and confined to the interpretation, application, or enforcement of the provisions of this Agreement. The arbitrator shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging, or ignoring any provision of this Agreement, nor shall the arbitrator have jurisdiction to determine that the parties by practice or implication have amended or supplemented this Agreement unless the parties shall expressly submit to the arbitrator the issue as to whether such an agreement by practice or implication was made. The arbitrator shall not have authority to pass upon Employer's exercise of any of its rights not abridged by this Agreement.

ARTICLE IX - PROBATIONARY PERIOD

Every Employee shall be on probation for 90 calendar days following that Employee's date of hire and shall receive no benefits during that period (other than holiday pay for recognized legal holidays under Article XXIII that occur after the first 30 days of employment). At the option of Employer, the probationary period for any Employee may be extended an additional 30 days, provided Employer notifies Union promptly. During this period, the Employee may be discharged without having recourse to the grievance procedure.

ARTICLE X - MANAGEMENT RIGHTS

Except as limited by the terms of this Agreement, the Employer retains the right to manage its business and operations. Such rights and authority retained by the Employer include, but are not limited to, the right to hire and direct its employees, to determine the times and hours of operations, to determine the products to be produced and the means of producing them, to discontinue work or services, to select the equipment used by employees, to determine the number of personnel required, to schedule and change working hours, shifts, and days off, to establish and change work rules and safety rules upon giving the requisite notice to the Union, and to discipline, suspend, and terminate employees for just cause. The Union acknowledges that it does not intend this simplified management rights language, by not listing each and every retained right, to limit the Employer's retained rights beyond the limits already contained in the CBA.

ARTICLE XI - HOURS OF WORK

A. Subject to the provisions of Paragraph B, the regularly scheduled workday and workweek at Employer's option shall be either:

1. Five (5) consecutive eight (8) hour days, exclusive of a thirty (30) minute meal period, or
2. Four (4) consecutive ten (10) hour days, exclusive of a thirty (30) minute meal period.

B. For Employees hired prior to April 1, 2005, the workdays and scheduled days off must be scheduled consecutively within the workweek. For Employees hired on or after April 1, 2005, the Employer may schedule such Employees at its option, consistent with the needs of the business. If the Employer makes a permanent change to the weekly schedule for an existing production line, then the Employer will give Employees the opportunity to re-bid based on the new schedule.

C. Starting Time in Plants 1 and 2 for the first shift shall be between 5:00 a.m. and 11:59 a.m., for the second shift between 12:00 noon and 7:59 p.m. for the third shift between 8:00 p.m. and 4:59 a.m.

D. Every Employee shall be granted, authorized and permitted to take a paid rest break for every four (4) hours worked, or major portion thereof, which shall be counted as time worked. Each rest break shall be ten (10) minutes in length and shall take place between the first hour and one half (1 ½) and the second hour and one half (2 ½) of each four-hour period. In addition to each ten (10) minute rest break, there shall be an allowance of five (5) paid minutes for hand washing and/or clothes changing for each rest period which the parties acknowledge is and always has been more than enough extra paid time to compensate employees for all time spent throughout the day on such activities. No rest break shall occur within one hour of a meal period. In addition, if the Employer asks an Employee to work overtime at the end of the Employee's regularly scheduled shift, that Employee shall also receive, at the Employer's option, either a paid 10-minute rest period at the completion of the straight-time shift, or an extra 10 minutes of pay if the shift continues uninterrupted.

E. Every Employee who works a shift of six (6) hours or more shall be provided an unpaid, duty-free meal period which shall be no less than thirty (30) minutes in length. The first meal period shall be provided after the first three and one half (3 ½) hours worked, but before the completion of the fifth hour worked, and additional meal periods will be provided as required by law, except that the second meal period will be paid if the Employee is required to work beyond 10 hours. To clarify past and future practice, hand washing and/or clothes changing shall not be done during the unpaid, duty-free meal period.

F. Within a reasonable time after the Employer learns that there will be a meal period extension, which must not exceed thirty (30) minutes without pay, affected Employees shall be notified. In no event shall any Employee be required to wait more than one-half hour after lunch without pay or for such portion of that half hour that could have been avoided because it was within the Employer's control to do so. In such case, the Employee shall be paid for that part of the waiting time that could have been avoided even though the Employees performed no work during that time but were ready to commence work.

G. Employees who claim they were not given the opportunity to take the rest breaks or meal periods described above must notify the Employer in writing within two (2) business days and cannot file a grievance or make a claim of any kind if they have not done so.

H. Employees who report for work as scheduled will be guaranteed a minimum of four (4) hours of work or the equivalent pay. Employees who arrive for work on time will be allowed to clock in within two minutes of the scheduled starting time.

I. If a sixth or seventh day of work occurs during a workweek, and the Employer is not running full production, such work will be offered on the basis of plant seniority to those employees who the Employer determines have the required skill set and experience to perform the work on those days. If an insufficient number of Employees bid for such a shift, the Employer may fill the remainder of the shift by assigning the remaining employees with the desired skills and experience in reverse order of seniority.

ARTICLE XII - OVERTIME

A. Except as specifically provided below, the Employer will pay overtime premiums only as required by California and federal law, including one and one-half (1 ½) times the hourly rate of pay for all time worked in excess of 8 hours in a day (in Article XI, Paragraph A.1.) or 10 hours in a day (in Article XI, Paragraph A.2.) or 40 hours in a week and at two (2) times the hourly rate for all time worked in excess of 12 hours in a 24-hour period beginning with the starting time of that Employee's regular shift.

B. For the purpose of calculating weekly overtime premiums, hours paid on the eight holidays specified in Article XXIII of this Agreement will count as time worked, whether actually worked or not. On holiday weeks, the Saturday and Sunday premium will be time + ½.

C. An Employee who is requested to work with less than 11 hours' rest shall be paid at the double time rate for all hours worked.

D. Daily overtime (if over 45 minutes) shall be offered first to senior Employees assigned to the start time for the production line where the overtime is needed. If there are insufficient volunteers, the Employer may assign mandatory overtime first to the least senior Employees assigned to the start time for the production line where the overtime is needed and then to the least senior Employees in the plant. All Employees who are assigned overtime must work it, provided those Employees have been given notice of the overtime as soon as the Employer is aware, or should have been aware, of the need for overtime; and further provided that a reasonable effort should be made to give such notice no later than during the previous rest period.

ARTICLE XIII - ATTENDANCE POLICY

A. ATTENDANCE:

1. An Employee who is absent, for a period of one or more consecutive days, will be charged with 1 occurrence. Exceptions to the occurrence charge are:

- a. Family Medical Leave
- b. Time lost for industrial injury
- c. Jury duty
- d. Military Reserve Duty
- e. Vacations

- f. Documented school activities - up to 40 hours per year
- g. Bereavement
- h. Court dates
- i. Sick leave up twenty-four (24) hours per year

2. An employee who leaves after the completion of 4 hours worked will be charged with 1/2 an occurrence;

3. Absent without notification (no call/no show) is 1 occurrence and an automatic written warning;

4. Employees are required to provide notice forty-eight (48) hours (2 business days) before they may use a sick time to go to doctor's appointments. If insufficient notice is provided, the employee is subject to disciplinary procedures;

5. Absences of five (5) or more days must be documented by a legitimate doctor's note, which includes the following:

- (1) Employee's name (if for a child, must show parent's name);
- (2) Duration of disability;
- (3) Signature of doctor or representative;
- (4) If returning to work from leave of 1 month or more, must state that employee may return to full duty. Examination by Company clinic required.
- (5) For Family Leave, the necessity for the leave must be stated.

6. On a calendar year basis, employees will accrue, every six months, one day without pay as a floating holiday, where an employee may miss work without incurring any disciplinary points or warnings. Employee must provide forty-eight (48) hours notice (two business days). The maximum annual accrual is two (2) floating holidays. Floating holidays may not be carried over to the following year.

B. TARDINESS:

1. An Employee who is up to 45 minutes late, three times in a rolling calendar month, will receive an automatic written warning for excessive tardiness.

2. An Employee who is more than 1 hour late for work will receive a written warning for excessive tardiness.

C. CREDITS:

1. Employees who do not have any occurrences in a month, will have one occurrence removed.

D. EMPLOYEE NOTIFICATION REQUIREMENTS:

1. Employees must inform a Supervisor or Manager, no less than 1 hour before his/her starting time.

a. Plant 1 - (323) 589-2692 (messages accepted)

b. Plant 2- (323) 587-5985 (message extension: 121)

E. DISCIPLINARY ACTION:

	Disciplinary Action
Up to six (6) occurrences, within a rolling calendar year	Verbal Warning
Seventh (7th) and subsequent occurrences, within a rolling calendar year. These written warnings will be included with any other warnings given during the 9 month period.	Written Warning
Three (3) written warnings in a 9 month period	Suspension
Four (4) written warnings in a 9 month period	Termination

ARTICLE XIV - SAFETY AND HEALTH

A. Employer shall make reasonable provisions for the safety and health of its Employees at the plant during the hours of employment. Protective devices, clothing, equipment necessary to properly protect Employees from injury, including ear/hearing protection devices, shall be provided and maintained by Employer. When an Employee is required by Employer to wear a back brace, it shall be provided by Employer at its expense. Any other Employee who believes that a back brace is necessary for that Employee shall be provided with a back brace at the expense of the Employer.

B. An Employee who is required to work in the hot kitchen manually handling hot stuff (100 degrees minimum) and then to move to the colder processing area shall be allowed a 15 minute period for such move to permit a cool-off and a change of the outer garments. If the cooling down period is given in conjunction with the Employees' break or lunch an additional 5 minutes will be added to allow for a change in outer garments. The Employee shall be prepared to commence work no later than the end of the 15 minute period.

C. When the Employer schedules meetings of the Health & Safety Committee, the Shop Stewards (for each Plant) may participate in the meetings. The Employer will pay Employee participants for the time they spend participating in such meetings. Health and Safety meetings must be held at least once per month.

D. Effective immediately, the Company will offer a Workers Comp – Return to Work Program to give Employees on workers' compensation modified work the opportunity to work

limited hours as bathroom break floaters if they can perform those functions within their work restrictions.

E. If an employee believes that a production line's speed constitutes an unsafe condition, they may either speak with the Supervisor or the EHS (Environmental, Health and Safety) Specialist. If the situation is not remedied to the satisfaction of the employee, they may raise the issue with the health and safety committee.

ARTICLE XV - TOOLS AND EQUIPMENT

A. Employer shall supply all necessary tools, equipment, and supplies needed in the performance of work, including uniforms if required by Employer.

B. Employer shall provide training during working hours for every Employee required to use a knife for work, who needs it, to learn how best to sharpen a knife. Employer shall provide an adequate number of steels well located for knife sharpening.

C. (1) In any area where safety is required in moving about because of the condition of the floor, Employer may require a foot-safety cover. That cover shall be an appropriate boot, which shall be provided by Employer. For an Employee who is unable to wear a boot, Employer shall require safety shoes. No Employee can work in such areas unless wearing a safety boot. Where requested by the Employee, Employer shall provide several types of boots, so that the Employee may select the one that is most comfortable.

(2) The Employer shall reimburse Employees for the purchase of the required safety shoes recommended by the Employer's designated supplier made depending on their position. The purchase must be from the Employer's designated supplier not more than once in every six month period. If an Employee chooses to purchase a more expensive shoe, the Employer will reimburse the Employee up to the amount of the recommended shoe only. New Employees and/or probationary Employees shall be reimbursed for such purchases at the end of their 6th month.

ARTICLE XVI - WORK ASSIGNMENTS

A. No supervisor shall perform bargaining unit work except to teach or in case of emergency in kitchen help/cleanup, or warehouse. However, because of the nature of the business, supervisors shall be permitted from time to time to perform the work of a cook or sauce maker, provided that at that time no Employee capable of performing such work is on layoff and otherwise available to perform such work.

B. Employer may employ part-timers not to exceed 25% of its total work force. A part-timer who works less than 10 hours per week is excluded from the definition of Employee within the meaning of this Agreement. A part-time Employee shall be guaranteed 4 hours' work or pay on a day when called to work and receive 15 cents per hour above the rate for the classification worked, and they will not receive benefits, including, for example, medical insurance, vacation, holidays, sick pay, or other fringe benefits.

ARTICLE XVII - SENIORITY

A. Work Schedule Interruptions.

Employees must work assigned schedule with no “bumping” of other employees or temporary employees, other than as follows:

1. If a production-line is shut down during a workday before the scheduled employees have completed 7.5 hours of regular work, then the Employer will make reasonable efforts to reassign the most senior employees from all lines at that start time to the remaining available work at that start time, in which case the least senior employees (including any temporary employees) assigned to that start-time would be sent home for the remainder of the day.

2. When the Employer knows the day (or more) before that a production line will not run, then the Employer will make reasonable efforts to reassign the most senior employees from all lines at that start time to the production line at that start time that will run, and to reassign the remaining less senior employees at that start-time to replace temporary or part-time workers in positions for which the displaced employee is otherwise qualified to work.

3. The Company will consider the following general factors in making its reasonable efforts to reassign the most senior employees as provided above:

a. Whether another line at the same start time has at least 2 hours of work remaining;

b. Whether the reassignment will cause the Company to pay additional overtime wages that it would not have had to pay in the absence of such reassignment;

c. Whether a reassignment would require the company to pay a displaced employee for time not worked (such as if the displaced employee has not worked any applicable 4-hour minimum);

d. Whether a reassignment would cause an employee to miss a required rest break or meal period;

e. Whether a reassignment would require the Company to pay the reassigned employee for more than 5 minutes of time not worked while waiting to begin the reassignment; and

f. Whether a reassignment would disrupt the line and cause it to shut down for an unscheduled, paid break for the employees working that line.

4. Employees will transfer when requested from one plant to another, or from assembly to packing or vice versus within the same shift (e.g., first, second or third shift). Such transfers will be done in order of reverse seniority.

B. Layoffs and Recall

1. Dove-tailing is abolished, and neither the Union nor its members shall pursue any grievance on the basis of elimination of the practice of dove-tailing. If the business of

Employer necessitates laying off Employees, such Employee shall be laid off on the basis of Employer-wide seniority. Seniority commences with the date of hire at any Employer facility, whether such hire occurred before or after the date of this Agreement. A layoff is defined as any elimination of the Employee's employment on a non-temporary basis. Sending an employee home for lack of work for any period of less than two full consecutive workweeks is not a 'layoff.'

2. Except as provided below, the Employee with the least seniority with Employer shall be the first to be laid off and on recall the last to be recalled. 'Recall' shall mean the Employer's request for the Employee to return to work for regularly scheduled, full-time or part-time work. Intermittent or occasional offers of daily work to a laid-off Employee shall not constitute a 'recall.' The use of seniority as a basis for a layoff or recall shall be subject to qualified Employees being available to perform the required work. It is recognized that senior Employees who assert their seniority rights under these provisions must possess the necessary ability and qualifications, without training or further experience, to perform the available work.

3. A list of Employees dated according to seniority shall be posted on the bulletin board and updated in January and July of each year. A copy shall be sent to the Union office showing additions or deletions.

4. A full-time Employee being laid off shall receive from Employer either at least 2 days' advance notice or pay in lieu thereof.

5. An Employee shall be continued on the seniority list of Employer for a period of 6 months from the date of layoff, provided however, that in a case of proven continuing illness existing at the six-month date following the date of layoff, the Employee shall be continued on the seniority list until either able to return to work or 1 year, whichever is sooner.

6. While on the seniority list, if a laid off individual does not accept an offer of reinstatement within 3 working days of the offer, then Employer has no obligation to continue the individual on the seniority list.

7. If a laid off individual is reinstated to regularly scheduled, full-time or part-time employment within 6 months of layoff date, then seniority will be restored to seniority that existed as of layoff date, and employee benefits for full-time (but not part-time) employees will begin to accrue.

8. Absence from employment due to illness, accident, family death, or other similar occurrences, or layoffs by Employer due to lack of work or other cause shall not cause a break in the computation of seniority except as provided in paragraph 5 above.

9. If more than one Employee is hired on the same date, the position on the seniority list as between those Employees shall be determined by the first letter of the Employee's last name, and if that is the same, then by the second letter; and if that is the same by the third letter, etc. If the last name is the same, then it shall be by the first letter of the Employee's first name, and if that is the same, by the second letter; and if that is the same, by the third letter, etc. If the first name is also the same, then seniority shall be determined by a flip of a coin in the presence of the Employees involved.

10. The Company will offer reserved parking to Employees with 25 years or more of seniority, subject to the availability of a sufficient number of parking spaces at the plant to which they are assigned. If available spaces are fewer than the number of eligible employees, then eligible employees will receive the reserved parking based on seniority.

ARTICLE XVIII - JOB VACANCIES

A. All regular job vacancies shall be posted for bid for a period of 7 working days. Such opening shall contain a job description of the shift and days off and the hours and wage rate for the job. Every Employee shall be entitled to bid on such job, which shall be awarded to the senior Employee within a period of 7 days after the close of the bid period. Employees going on leave or vacation must make their desire for any position in the plant known in advance by submitting it on their leave or vacation request form. If the senior Employee bidding is not qualified to perform the work satisfactorily, the job shall be awarded to the next senior Employee who has bid for the job, provided that this Employee is qualified to perform the work satisfactorily. An Employee awarded a job shall be given a fair trial for a period not to exceed 30 days, but if it shall, at the end of the trial period, be decided by Employer (subject to the grievance procedure) that such Employee has not adapted satisfactorily to the new job, or if the Employee desires, the Employee shall be returned to that Employee's former job.

B. Employer-wide re-bids will be administered by the same procedure set forth in Paragraph A above.

ARTICLE XIX - TEMPORARY TRANSFERS

Employer may make temporary transfers from one classification to another as business needs dictate. The senior qualified Employee in a classification shall be the Employee transferred when the transfer involves a higher paying job, and shall receive the higher rate for the entire day worked at the higher-rated job. When the transfer is to an equal or lower-paying job, the junior Employee in the classification shall be transferred to such job, but the Employee shall retain that Employee's regular rate. There shall be no double transfers. A permanent transfer must be bid.

ARTICLE XX - LEAVES OF ABSENCE

A. A regular Employee who leaves to enter the United States Armed Forces shall be afforded all rights provided by the Uniformed Services Employment and Reemployment Rights Act.

B. After an employee completes one year of continuous service, an Employee may request in writing a personal leave of absence, not to exceed thirty (30) calendar days. The leave must be approved by the Employer in writing.

C. Employer shall, upon written application, grant a medical leave of absence, without pay, not to exceed 90 days for certificated illness or injury that prevents the Employee from working, which shall be renewable for additional 90-day periods not to exceed the maximum of 1 year, or as required by any applicable law, during which time, from time to time, the Employee may be required to substantiate such continued inability to return to work. Where allowed by law, medical leave of absence shall run concurrently with any applicable federal or state leaves of absence.

D. Employer shall comply with the requirements of the California Family Rights Act and Family and Medical Leave Act. These laws provide for certain unpaid leave rights for certain illnesses of Employees or an immediate family member and for certain childbirth and child care. In order to obtain such leave, the Employee must provide, where possible, a 30-day advance notice of the request for such leave. Details of these laws are available on the bulletin board.

ARTICLE XXI - VACATIONS

A. A full-time Employee whose hire date was on or before May 17, 2002 earns vacation at the start of each year of service, as follows:

<u>Length of Service</u>	<u>Amount Of Vacation</u>
19 years and over	4 weeks

B. A full-time Employee whose hire date is after May 17, 2002 earns vacation at the start of each of year of service as follows:

<u>Length of Service</u>	<u>Amount of Vacation</u>
0-3 months	No vacation accrued or earned
4-12 months	Prorate, up to maximum of 30 hours (.83 hours weekly accrual) (the vacation earned during these 4-12 months is up to 30 hours, not 40 hours.)
After 1 year	1 week
After 2 years	2 weeks
After 6 years	3 weeks

C. One week's vacation pay is equal to 40 times the Employee's regular straight time hourly rate, including all premiums.

D. When a holiday falls within an Employee's vacation period, such Employee shall be granted an additional day of vacation for each such holiday unless the Employee and the Employer mutually agree that such Employee shall receive pay in lieu thereof.

E. Accrued vacation pay shall be paid out on the Employee's anniversary. Employees entitled to one week or more of vacation shall take at least one week of vacation away from work each year.

F. An Employee who quits or is terminated shall receive all accumulated prorated vacation benefits at the time of termination.

G. Employees can use accrued paid vacation days in 1-day increments for purposes of a properly documented bereavement leave of absence, with 3 days advance notice.

H. A vacation list shall be posted by January 1 of each year showing the number of Employees who are permitted to be on vacation during any given week. Two consecutive weeks

during the year, designated by the Employer as Year End Inventory Count, can be excluded from the vacation schedule for Employees the Employer designates to work in connection with such Inventory Count. Every Employee shall bid for vacation times based upon seniority.

I. Up to three (3) lead persons per plant will be permitted to utilize vacation time simultaneously.

J. Employer may temporarily close the plant for vacation, holiday shutdown, scheduled maintenance, plant refurbishment, or for other business-related reasons upon giving 30 days' prior written notice to the Employees and Union. Once a year, Employees may cancel all but one (1) of their requested vacation weeks upon giving at least one (1) weeks' prior notice.

ARTICLE XXII - SICK LEAVE

A. Employees shall accrue one-half (1/2) day of sick leave credit for each full month of service in the employ of Employer, except that an Employee on layoff or leave of absence for more than 30 days shall not accrue sick leave credit during such period of absence in excess of 30 days. A "full month of service" shall mean 104 hours actually worked or paid. Employees may not accrue more than a maximum of six days of paid sick leave credit in any year, and the Employer will provide and administer the first three of these six days of paid sick leave benefits to comply with applicable state law requirements. The sick leave benefits available under the Employer's separately existing sick leave policy are not intended to and do not increase the maximum six days of paid sick time available to any employee.

B. After ninety (90) days of employment, an Employee who has accrued sick leave shall have the option of either being paid for sick leave in increments of not less than two (2) hours at the time that it is taken to the extent that the Employee has accrued sick leave pay, or waiting until the Employee's anniversary to receive the accrued and unused sick leave pay. An Employee who quits or is terminated, except for cause, before that Employee's anniversary shall receive the prorated amount of sick leave pay accrued but unused by the Employee since the previous anniversary.

C. Employer may not require an Employee to bring a doctor's note to verify an illness lasting less than 5 consecutive days unless the individual circumstances surrounding the absence give rise for a need to verify the illness.

D. The first three (3) days, or twenty-four (24) hours of sick leave used each year may not be counted as occurrences under the Attendance Policy in Article XIII.

E. A day of sick leave pay shall be 8 hours' pay (under Article XI, Paragraph A.1) or 10 hours' pay (under Article XI, Paragraph A.2) at the Employee's straight-time hourly rate of pay, which includes shift premium.

F. An Employee injured in the performance of work who is sent to a doctor and returns to work during that Employee's regular shift on the same day, if return to work is possible, shall suffer no loss in basic straight-time pay. Such Employee who returns to work and is required on subsequent days to visit the doctor during the time of that Employee's regular shift shall be paid for such time lost. An injured Employee who is instructed not to return to work by the doctor on

the day of injury shall be paid the balance of that Employee's pay for the regular shift. Payment under this paragraph D is in addition to such sick leave pay otherwise provided in this Article.

ARTICLE XXIII - HOLIDAYS

A. The following holidays shall be recognized:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Additionally, each Employee with at least one year of continuous service with Employer will enjoy that Employee's birthday as a holiday for 8 hours at the straight-time rate. If Employer schedules the Employee for work on the Employee's birthday, the Employee shall receive 8 hours of Birthday Holiday pay in addition to pay for hours worked that day.

B. A holiday shall be recognized as a 24-hour period beginning with the Employee's regularly scheduled starting time.

An Employee who misses work on the regularly scheduled workday immediately before or after a holiday will not receive holiday pay unless the absence is proven justified or beyond the Employee's control, with appropriate documentation from the Employee (such as a physician's note) as approved by Human Resources. Human Resources approval will not be withheld arbitrarily.

C. If a holiday is recognized when an Employee is on layoff or leave of absence, that Employee shall receive no holiday pay. If any recognized holiday occurs during an Employee's vacation, such Employee shall be granted an additional day of vacation for each such holiday unless the Employee and Employer mutually agree that such Employee shall receive pay in lieu thereof.

D. An Employee who is on paid sick leave on the day a recognized holiday occurs shall receive 8 hours' pay (under Article XI, Paragraph A.1) or 10 hours' pay (under Article XI, Paragraph A.2) for each such day, and no charge shall be made to sick leave accumulations as a result thereof.

E. An Employee eligible for holiday pay who does not work on a recognized holiday shall receive 8 hours' pay (under Article XI, Paragraph A.1) or 10 hours' pay (under Article XI, Paragraph A.2) at the Employee's base rate. An Employee who works on a recognized holiday (except for the Birthday holiday falling on one of the Employee's regularly schedule workdays) shall be paid at time and one-half the base hourly rate in addition to holiday pay.

F. All rates referred to above shall be inclusive of any shift differential.

G. If any paid holiday falls on a Saturday it shall be observed on the previous Friday; and if it fall on a Sunday, it shall be observed on the following Monday.

H. On a calendar year basis, employees will accrue, every six months, one day without pay as a floating holiday, where an employee may miss work without incurring any disciplinary

points or warnings. Employee must provide 48-hour notice (two business days) and the floating holiday is subject to company written approval to avoid disruption and limit the number of employees absent on the same day. The maximum annual accrual is two (2) floating holidays. Floating holidays may not be carried over to the following year.

ARTICLE XXIV - PERSONNEL FILES

A. A personnel file shall be maintained for each Employee containing all records and reports involving such Employee. Upon request such file shall be opened to the Employee for inspection, so long as such inspection is made during the course of the regular business hours. Letters of reprimand shall not be kept in the personnel file of the Employee for a period in excess of 9 months.

ARTICLE XXV - SEVERABILITY

Any term or condition of the Agreement held by a court of competent jurisdiction to be in violation of any State or Federal law shall to the extent of such violation be null and void and subject to renegotiation, but it shall not affect the remaining provisions of the agreement.

ARTICLE XXVI - UNION REPRESENTATION

A. Employer shall admit the officially designated representatives of Union to its operations facilities to transact such business as is necessary for the administration of this Agreement. There shall be no interference with production, and the Union representatives must report their presence to the supervisor before entering the plant. The Union representative must obey all Employer rules. A Union representative who wants to talk to any Employee shall make arrangements with Employee's supervisor.

B. Employer recognizes Union's right to appoint four (4) shop stewards in Plant 1 and three (3) shop stewards in Plant 2. Upon 30 days' written notice to Employer, one shop steward will be excused from work to attend a yearly training session, not to exceed 7 days, up to 3 shop stewards in a one-year period. The shop steward may function in the first step of the grievance procedure. When an Employee has a problem or when an Employee receives discipline, Employer shall set up a meeting with the Employee, the shop steward and an Employer representative as soon as practical. The shop steward may attend the meeting without loss of pay. Shop stewards shall confine all of their Union activity to before and after their regularly scheduled shifts or on lunch and break periods. In the case of any serious reprimand, such as health or safety or preparatory to a disciplinary action, the Employee may request the presence of the steward, and the steward in that case shall be called if the steward is present in the plant. If the steward is not present in the plant at that time, the Employee may request the business agent to be present, provided that the business agent is available within 20 minutes. In any situation in which the business agent is called to the workstation of any Employee, the conversation with that Employee shall be brief, and if the business agent requires a more extended conversation, arrangements shall be made for a time and place away from the workstation for such further conversation.

C. The Employer shall provide a convenient space for a Union bulletin board for the posting of notices regarding official business of the Union provided that all proposed postings to be approved by Human Resources, and no such notices may contain any derogatory or negative information about the Company or about the Company's customers or prospective customers.

D. One employee per year shall be allowed up to six (6) months of leave for bona fide Union business. In all such instances, the Employer shall be notified not less than two (2) weeks in advance of such absence. Upon two (2) weeks advance notice of the end of the leave, the employee will be returned to the same position and shift held prior to the start of the leave with no loss of seniority. Benefits will not accrue during the leave.

ARTICLE XXVII - HEALTH AND WELFARE BENEFITS

A. The Employer and Employees shall share the cost of health and welfare benefits as follows:

B. "Grandfathered Employees" are those employees who meet each of the following three conditions: (i) hired before September 1, 2018, (ii) already participating in the Employer's health insurance plan as of September 1, 2018, and (iii) who have not enriched their level of coverage after January 1, 2018.

C. "Newly Covered Employees" are those employees who were either (i) hired on or after September 1, 2018, or (ii) did not participate in the Employer's health insurance plan as of January 1, 2018, but choose to participate after January 1, 2018.

D. All Employees (grandfathered and non-grandfathered) who are actively employed with the Company are eligible for reimbursement of medical expenses covered under the existing Kaiser plan as follows:

1. Covered medical expenses that apply to the deductible under the terms of the existing Kaiser plan, not to exceed \$900 for each plan year for employee-only, or \$1,200 for employee +1 or family levels, based on whichever level is in effect at the time the expense was incurred.

2. The Company will establish a common fund not to exceed \$50,000 for each plan year in which this Agreement is in effect from which it will reimburse out-of-pocket, hospital-related medical expenses covered under the existing Kaiser plan, but only if those expenses are subject to the out-of-pocket limits under the terms of the existing Kaiser plan. Grandfathered Employees' share of this common fund shall not exceed \$2,000 for employee-only, or \$4,000 for employee +1 or family levels, based on whichever level is in effect at the time the expense was incurred.

3. Reimbursable expenses do not include co-pays for doctor's visits and prescriptions, and they do not include medical expenses for work-related injuries covered under workers' compensation insurance.

4. These reimbursement benefits shall be available only during the term of this Agreement, and they shall be terminated if either party terminates this Agreement. In addition, if either party terminates this Agreement, then Grandfathered Employees will contribute 100% of any premium increases imposed by the insurance carrier during the year in which the contract termination becomes effective.

E. Grandfathered Employees will contribute to the cost of the coverage by paying the following amounts each week:

Coverage Level	1/1/2022	1/1/2023	1/1/2024	1/1/2025
Employee Only	\$15	\$20	\$25	\$30
Employee +1	\$30	\$35	\$40	\$45
Family	\$50	\$65	\$75	\$95

F. Grandfathered employees who choose to decrease their level of coverage after the contract effective date will contribute no more for that lower level of coverage than other Grandfathered Employees at that same level of coverage.

G. Grandfathered employees who choose to enrich their existing level of coverage will contribute the entire premium difference between employee-only and the coverage level they select. Grandfathered employees will be given a one-time opportunity, within 30 days of contract ratification, to enrich their level of coverage, one level, and will contribute no more for that enriched level of coverage than other Grandfathered Employees at that same level of coverage.

H. Current employees who have ten or more years of service, but who do not participate in the health insurance plan as of the contract effective date, will be given a one-time opportunity to enter the insurance, within 30 days of contract ratification, and will pay the following amount each week:

Coverage Level	January 1, 2022	January 1, 2023	January 1, 2024	January 1, 2025
Employee Only	ACA	ACA	ACA	ACA
Employee + 1	\$65	\$75	\$85	\$95
Family	\$100	\$125	\$150	\$175

I. The Employer will offer all employees the opportunity to purchase optional dental insurance, based on the following contribution rates in the first year of this Agreement: \$4/week for employee-only, \$6/week for employee +1, and \$8/week for family coverage. Employees will make the same contributions in subsequent years, plus the cost of any premium increases after the first year. The Employer will pay the remaining portion of the dental insurance premium.

J. Due to the complexity and on-going uncertainty surrounding the requirements and implementation of the Affordable Care Act, the Employer may reopen this Agreement upon 60 days' written notice for the purpose of negotiating to change the Employer's health insurance plan, such as deductibles, copayments, out-of-pocket maximums and surcharges, and to change definitions of who is considered a full-time or part-time employee for purposes of insurance coverage, and to make any other changes necessary to comply with any changes to the ACA and its implementing regulations during the term of this Agreement. If the parties are unable to reach agreement, either party, with seven (7) days written notice may terminate this Agreement in its entirety.

K. Every Employee after 6 months continuous service shall be entitled to life insurance coverage of \$4,000 and \$2,000 for each eligible dependent, and this shall become effective July 1, 2002. A month shall mean 104 hours actually worked or paid for.

L. In the event additional premiums are required to maintain the current plan of benefits, the company will pay increases up to a maximum of 12% per year. If the health and welfare costs will increase more than 12%, the Company must notify the Union by August 1 prior to the year when the increase will become effective to give the parties an opportunity to meet and agree upon a different plan of benefits. The Union will research and present alternatives for health insurance to achieve similar or better benefits for all Employees at a lower overall cost to the Employer. For each year, if the Union presents a plan of benefits that costs less than the current plan plus 12%, the Company may either accept the proposed plan of benefits or keep the current benefits and pay 100% of the increase. If the Union does not find a less expensive plan, and present it to the Company no later than October 1 (or sixty (60) days following the date the Company notifies the Union of an increase over 12% if the Company notifies the Union after August 1), the Company may keep the current plan and the employees will pay the percentage increase over 12%. The Employer's evaluation of the Union's proposal will take into consideration all actual costs incurred by the Employer, such as expense from early exit of the current benefit contract and costs associated with the coverage the Employer provides to its non-union employees, or any other costs. At the same time, the Employer will also consider whether a new plan would provide an opportunity for family coverage at a lower cost to employees.

M. The Employer will not make the insurance contributions described in this Article during any period in which an employee is not working because of a strike or other work stoppage of any kind, or after any other event that triggers COBRA coverage for employees. In such events, employees can continue their medical coverage at their own expense, subject to COBRA.

ARTICLE XXVIII - BEREAVEMENT LEAVE

In the case of a death in the immediate family of any regular Employee, the Employee shall be paid at that Employee's regular straight time rate for the time lost from work in connection therewith, but not to exceed 24 hours (under Article XI, Paragraph (A)(1)) or 30 hours under Article XI, Paragraph (A)(2)) per occurrence. Immediate family member means spouse (including registered domestic partner), child or grandchild (excluding miscarriage, except if burial is required by law), legally adopted children, parents, natural grandparents, mother or father of current spouse, brother, or sister. An Employee is required to produce proof of eligibility for bereavement compensation. An Employee submitting false evidence of eligibility for bereavement compensation may be subject to discipline, including suspension or discharge.

ARTICLE XXIX - LABOR-MANAGEMENT COMMITTEE

The parties will have a Labor-Management Committee consisting of four management representatives, the Union Representative, and two Stewards from each plant, designated by the Union Representative. The parties shall endeavor to meet quarterly, for the purpose of discussing topics of general mutual interest and general informational interest, but shall not use the Committee to discuss individual grievances or matters of only individual concern to the Committee members. Meetings of the Committee shall be conducted in an atmosphere of dignity and mutual respect.

ARTICLE XXX - WAGES

A. Hourly Wage Increases. For employees with 6 months or more of service, as of the effective dates below, the hourly rates will be the higher of the minimum wage plus the following additional hourly amount or the employee’s current hourly rate plus the following additional hourly amount:

Length of Service	January 1, 2022	January 1, 2023	January 1, 2024	January 1, 2025
6 months to 10 9 years	50 cents	50 cents	50 cents	50 cents
10 to 19 years	65 cents	60 cents	60 cents	65 cents
20 to 30 years	70 cents	65 cents	65 cents	70 cents
Over 30 years	80 cents	75 cents	75 cents	80 cents

B. Wage Premiums for Employees who enter Special Departments/Classifications. Special Departments/Classifications including: Leads, Quality Control, Sauce Maker, Spice, Kitchen Prep, Weigher, Puller (Assembly), Dry Warehouse, Distribution Freezer, Inbound Materials/Freezer-Cooler, Warehouse-Freezer and Line Operator (for Roller/Heat Sealer).

WAGE PREMIUMS FOR EMPLOYEES ENTERING SPECIAL DEPARTMENTS/CLASSIFICATIONS	
Dry Warehouse	\$1.25
Puller (Assembly only)	\$1.25
Freezer/Cooler	\$2.00
QC Tech II	\$2.50
QC Tech I	\$2.75
Lead	\$2.50
Distribution (Freezer)	\$2.25
Sanitation	\$1.00
Kitchen Prep, Sauce, Spice	\$1.25
Weigher	\$1.00
Line Operator (Roller/Heat Sealer)	\$0.50

C. Bonus. Within thirty (30) days of the ratification of the Agreement, the Employer will pay a bonus of \$400 to eligible Employees with less than 10 years of service, and \$575 to eligible employees with 10 years of service or more. To be eligible for the bonus, Employees must have been actively employed for a minimum of 30 days before January 26, 2022. Employees who were laid off, terminated or resigned before January 26, 2022, are not eligible for the bonus.

D. [deleted]

E. Shift Differential.

- hour.
1. Every Employee on the second shift shall receive a premium of 35¢ per hour.
 2. Every Employee on the third shift shall receive a premium of 65¢ per hour.
 3. Saturday and Sunday Bonus: \$25 per day
 - o To qualify, Employee must have (1) worked all scheduled hours during the week, and (2) not already worked 40 regular hours prior to the Saturday or Sunday worked.
 - o Vacation, sick time, overtime, double-time and holiday hours do not count toward meeting the requirement to work 40 regular hours.
 - o Any and all disputes related to this Saturday and Sunday bonus shall be subject to and processed through Article VIII as the sole and exclusive remedy, and the parties waive the right to resolve these disputes in court.

F. Longevity Bonus. Every Employee who was employed on September 1, 2018, and who has been continuously employed thereafter shall receive a 1-time longevity cash bonus as follows:

After 5 years	Increase to \$500
After 10 years	Increase to \$1,000
After 15 years	Increase to \$1,500
After 20 years	Increase to \$2,250
After 25 years	Increase to \$3,500
After 30 years	Increase to \$4,750
After 35 years	Increase to \$5,750
After 40 years	Increase to \$6,750

Employer shall pay this sum either directly to the Employee or to the Employee's Individual Retirement Account (IRA) at the option of the Employee.

An Employee, who has received the longevity bonus, whether in this Agreement or a prior agreement, shall be eligible for another bonus only when reaching the next plateau, 10, 15, 20, 25, 30, 35 or 40 years.

ARTICLE XXXI - COMPLIANCE WITH APPLICABLE LAWS

The Company agrees to use its best efforts to comply fully with California law and United States immigration, social security, and income tax laws with respect to its Employees.

ARTICLE XXXII - COMPLETE AGREEMENT

A. This Agreement (i) constitutes the complete, sole and entire agreement between the parties, (ii) supersedes all prior agreements, oral or written, between the Employer and the Union, and (iii) expresses all obligations of, and restrictions imposed on, the Employer during its term.

B. This Agreement may be altered or amended only by a written agreement signed by authorized representatives of the parties, which writing must state an express intention to alter or amend this Agreement.

C. The parties acknowledge and agree that, during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed from the area of collective bargaining; that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement; and that, therefore, throughout the term of this Agreement, each party, without qualification, has waived the right to demand or require further collective bargaining on any subject, whether covered or not covered under this Agreement.

ARTICLE XXXIII - ENGLISH LANGUAGE CLASSES

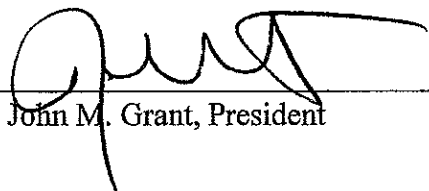
The Company will offer English language classes on a voluntary basis for those employees who agree in writing to attend the classes and to complete the course. For those employees who complete the English language course after attending all classes, the Company will pay them for the hours attending each class, at the employee's regular hourly rate, with the understanding that such class attendance is voluntary and not required and shall not count as hours worked for purposes of calculating overtime premiums or any other form of compensation or benefit.

ARTICLE XXXIV - DURATION

The minimum term of this Agreement shall be from September 1, 2021, through August 31, 2025, and it shall become effective on the first day of the next payroll after both parties sign it. This Agreement shall remain in effect from year to year thereafter until either party shall give notice in writing, by either personal service or postage pre-paid registered or certified mail, return receipt requested, to the other party of its intention to amend or terminate this Agreement not less than 60, nor more than 90, days, prior to the foregoing expiration date or the end of any automatic yearly term. Upon such notice, the parties shall meet no later than 30 days prior to the expiration date in an effort to negotiate a new agreement. If the parties do not reach an agreement by the expiration date, this Agreement shall remain in effect until either party gives written notice to the other no less than 7 days before the effective date of such termination.

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 770

By: _____


John M. Grant, President

OVERHILL FARMS, INC

By: _____


Terry O'Brien, CEO