

AGREEMENT

Between

**MOUNTAIN STATES ROSEN
LAMB FACILITY
GREELEY, COLORADO**

PRODUCTION [SHIPPING, KILL, AND OFFAL]

and

MAINTENANCE DEPARTMENT

And

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS LOCAL UNION No. 455**

February 1, 2019 to Midnight January 31, 2020



PRODUCTION INDEX

ARTICLE	PAGE
Index	1
Agreement	2
1 Purpose of Agreement	2
2 Recognition	2
3 Safety	2
4 No Discrimination	3
5 Company and Union Responsibilities	5
6 Bulletin Boards	6
7 Labor-Management Committee	6
8 Union Security	6
9 Dues Check-Off	7
10 D.R.I.V.E.	7
11 Management Rights	8
12 Union Representation	8
13 Grievance and Arbitration	9
14 Seniority	11
15 Guarantee	15
16 Hours of Work and Overtime	16
17 Meat Purchase Program	17
18 Tools, Clothing and Equipment	17
19 Leave of Absence [Family and Medical Leave Policy (FMLA)]	18
20 Funeral Leave	20
21 Jury Duty	21
22 Military Summer Encampment	21
23 Military Leave	21
24 Wages	22
25 New Wage Rate Classification/New or Changed Job Content	22
26 Meal Periods and Rest Periods	23
27 Holiday Pay	23
28 Vacations	24
29 Benefits	26
30 Retirement Program	32
31 Waiver, Entire Agreement and Severability	32
32 Duration of Agreement	33
Appendix "A" [Job groups]	34
Appendix "B" [Production pay rates]	36
Memorandum of Understanding (Donning and Doffing)	37
Memorandum of Understanding (Method of Payment)	39
Memorandum of Understanding (Hours of Work and Overtime)	40
Letter of Understanding (Health Care Education)	41
<u>Maintenance Addendum</u>	42
1 Seniority	42
2 Guarantee	44
3 Hours of Work and Overtime	45
4 Tools, Clothing and Equipment	46
5 Wages	47
6 Meal Periods and Rest Periods	47
7 Vacations	47
8 Plant Start-Up	49
Memorandum of Understanding (Benefits & Retirement Program)	50
English/Spanish	51
Main Office location	51

AGREEMENT

This Agreement has been made and entered into by Mountain States Rosen for its Lamb facility in, Greeley, Colorado, (Hereinafter the Company), and Teamsters Local Union 455 of the International Brotherhood of Teamsters (hereinafter the Union).

The contract has been translated into Spanish as a service to our Spanish speaking employees/members. The parties agree that the signed, English language agreement shall be the controlling document for legal and administrative purposes. All postings by the Company/Union will be in English and Spanish where practical.

ARTICLE 1 **PURPOSE OF AGREEMENT**

SECTION 1: It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union and its members as set forth herein, and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

SECTION 2: It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union, which will permit safe, economical, and efficient operation.

ARTICLE 2 **RECOGNITION**

The Company recognizes the Union as the sole and exclusive bargaining agent for full-time production employees within the shipping, kill, and offal departments, and the full-time and regular part-time maintenance departments of the Mountain States Rosen, Lamb plant; but excluding all quality control (except the "final verifier trimmers"), plant clerical, office clerical, guards, employees of independent contractors, professional employees, managerial employees, administrative employees, guards, and supervisors.

ARTICLE 3 **SAFETY**

SECTION 1: The Union and the Company agree that accident prevention, the elimination of personal injuries, and the safety of all employees is our foremost goal. We dedicate ourselves to providing the safest possible work environment for all. We will therefore support the Safety Program in all that we do in order to achieve and maintain this goal.

SECTION 2: A Safety Committee of two (2) employees from the Production Department and one (1) employee from the Maintenance Department appointed by the Union and two (2) representatives appointed by the Company will carry out a program to help insure safety and cleanliness in the plant. The committee will meet monthly, on a set date and time, for the purpose of discussing the plant's safety performance and recommending safety improvements

and safety rules. Employee members of the Safety Committee shall be paid for the regular monthly meetings. In the event that Safety Committee meetings require more than one hour, the Committee shall request approval for more time. In an effort to promote overall plant safety the Maintenance and Production Safety Committees will meet jointly.

SECTION 3: It is the responsibility of each management employee and each hourly employee to follow and support the Safety Program and Safe Operating Procedures.

SECTION 4: The responsibilities of the Committee shall include, but not be limited to, work site inspections and examination of the causes of accidents and all OSHA recordable injuries. In addition, the company will develop and review during the monthly safety meeting a summary report of all other medical incidents that did not result in an OSHA recordable injury or illness. It is agreed this summary report will be faxed to the Local Union office in advance of the monthly meeting. The purpose of this review is to ensure and promote a safe work environment. The Committee recommendations shall be investigated by Management, and Committee recommendations will have a written response from Management before the next meeting of the Safety Committee. The Company is responsible to record the minutes of all safety meetings, translate, and post in a designated employee communications area within one (1) week of the Safety Committee meeting, and will provide the Union a copy at the same time.

SECTION 5: In the event of an employee has an OSHA recordable injury the Company will notify a Union designated representative as soon as possible. Should an investigation or interviews concerning the injury be made by the Company, the Union designated representative will be permitted to participate in the accident investigation. The Company is responsible to lead the investigation with the Union representative supporting the process.

SECTION 6: The Company will continue its established practice of offering knife sharpening throughout the day. An employee will circulate through the kill floor after the start of the shift and after each rest period to collect knives from employees wanting them sharpened. The sharpened knives will be returned within the same period it was collected.

ARTICLE 4 **NO DISCRIMINATION**

SECTION 1: The Company and the Union are committed to maintaining a work environment that is free from discrimination. In the administration of this agreement and, in accordance with applicable federal and state law, neither the Company nor the Union shall discriminate against any employee because of that employee's race, color, religion, national origin, age, marital status, veteran, or disability.

SECTION 2: HARRASSMENT PROHIBITED

Harassment of any employee due to that employee's race, color, sex, religion, national origin, age, veteran's status, or disability is also prohibited by this Agreement as well as federal and state law. Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as sex, race, color, ancestry, religion, national origin, age, disability, marital status, or other protected status. The Company will not tolerate

harassing conduct that affects tangible job benefits; that interferes unreasonably with an individual's work performance; or that creates an intimidating, hostile, or offensive working environment

- a. Sexual Harassment: Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other physical, verbal or visual conduct based on sex, when:
 - b.
 - (i) Submission to the conduct is an explicit or implicit term or condition of employment;
 - (ii) Submission to or rejection of the conduct is used as the basis for an employment decision; or
 - (iii) The conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creates an intimidating, hostile, or offensive working environment.

Prohibited sexual harassment may include explicit sexual proposition, sexual innuendo, suggestive comments, jokes, obscene language or gestures, displays of obscene material, and physical conduct. Harassment on the basis of other protected status may include comments based on race, religion, age, disability, nation origin, etc., jokes, offensive language or gestures, or displays of material offensive to members of the above described groups.

SECTION 3: USE OF GRIEVANCE PROCEDURE

If any employee feels that they have been subjected to prohibited discrimination, including harassment, they may file a grievance under the grievance and arbitration provisions of this Agreement. If the employee feels they have been the subject of discrimination or harassment whether by other employees, supervisors, vendors, customers, or a union agent or steward, they should immediately notify their immediate supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact their supervisor, the employee should immediately contact the Human Resource Department. The company will investigate all such complaints and terms of their resolution confidential. If an investigation confirms that harassment has occurred, the Company will take corrective action, up to and including immediate termination of employment of any employee found to have violated the provisions of this Article. The company forbids retaliation against anyone who has truthfully reported harassment under the grievance and arbitration provisions of this Agreement. If the employee feels they have been the subject of discrimination or harassment they should immediately notify their immediate supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact their supervisor, the employee should immediately contact the Human Resources Department. The company will investigate all such complaints. If an investigation confirms that harassment has occurred, the Company will take corrective action, up to and including immediate termination of employment of any employee found to have violated the provisions of this Article. The company forbids retaliation against anyone who has truthfully reported harassment.

SECTION 4: WAIVER OF CONTRACTUAL RIGHTS

If any employee claiming a violation of this Article elects to proceed to an administrative agency or to court during the pendency of the grievance or at any time prior to the issuance of the written opinion and award of an arbitrator, the grievance will be considered to have been withdrawn without prejudice.

SECTION 5: CONTRACT REMEDIES

An arbitrator hearing a grievance that alleges violation of this Article has no authority to award any monetary damages other than back pay and a make whole remedy.

SECTION 6: REASONABLE ACCOMMODATION

In the administration of this Agreement, the Company will provide reasonable accommodations to qualified employees with a disability and to employees based upon their religious tenets. Any employee who seeks such an accommodation must so inform the Company, in writing, and cooperate with the Company and the Union in seeking to identify reasonable alternatives. The need for the extent of such accommodation shall be determined by the Company in accordance with its interpretation of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964, even if such accommodation may necessitate the modification or waiver of any provision of this Agreement, however, in the event a reasonable accommodation may necessitate the modification or waiver of any provision of this Agreement, the Company and the Union will meet to discuss same.

SECTION 7: IDENTITY THEFT

The Company and the union have discussed their shared concerns on the issue of identity theft. It is the parties' intent to take steps to limit the potential of identity theft where practical. To this end the Company will allow employees to voluntarily use their employee identification number rather than their social security number in certain situations where it is not a legal document and where it is practical and not disruptive to the Company's business processes.

ARTICLE 5 **COMPANY AND UNION RESPONSIBILITIES**

SECTION 1: During the term of this Agreement there shall be no strike, stoppage, picketing, honoring of any picket line, sympathy strike, slowdown, deliberate withholding of production or suspension of work on the part of the Union, its members, or any individual covered by this Agreement, for any reason whatsoever. In the event of a breach of this provision, the Union shall immediately declare publicly that such action is unauthorized and shall promptly order its members to resume their normal duties notwithstanding the existence of any picket line. The Union further agrees that it will not, in any way, interfere with the business of the Company by sanctioning or conducting a boycott on the handling of goods procured from a source or destined to a point where a labor controversy or dispute may exist.

SECTION 2: The Company shall have the right to determine the discipline given an employee or employees for breach of this Article. The severity of the discipline imposed for such violation shall not be subject to arbitration; the Union shall, however, have the right to grieve the question

of facts as to whether or not an employee or employees have breached any provisions of this Article.

SECTION 3: The Company agrees that neither it nor its representatives will put into effect any lockout during the term of this Agreement.

ARTICLE 6
BULLETIN BOARDS

A locking bulletin board shall be made available at the plant for the use of the Union. One employee in the Production Department and the Maintenance Department, designated to the Company by the Local Union, and the Business Agent, shall have keys and authorization to post materials on the bulletin board. Notices may be posted on such bulletin board for matters such as Union meetings, social affairs, Union elections, and other internal Union affairs. All notices posted must contain the Local Union stamp and be signed by the Secretary-Treasurer or their designee, or the assigned Business Agents of the Local Union.

ARTICLE 7
LABOR-MANAGEMENT COMMITTEE

SECTION 1: The Company and the Union shall each name up to three (3) representatives (Two (2) Production and one (1) Maintenance employees) to attend monthly Labor-Management Meetings, on the first (1st) Wednesday of the month. The Vice President of Lamb or his appointed representative will participate in the meetings, which shall be held during non-production time. Employee representatives shall be paid one hour for their attendance. In an effort to improve the effectiveness of the meeting both the Company and the Union will submit a meeting agenda to the other at least one week prior to the meeting date. The Union is responsible to record the minutes of all Labor-Management meetings, translate, and post in a designated employee communications area within one (1) week of the Labor-Management Committee meeting.

ARTICLE 8
UNION SECURITY

SECTION 1: All employees shall, as a condition of employment become members of the Union not later than the thirty-first (31st) calendar day following the date of their employment by the Employer, or not later than the thirty-first (31st) day following the execution date of the Agreement, whichever, is later. Such employees shall remain members of the Union in good standing during the period of such employment. All employees who are members of the Union on the effective date of this Agreement, shall remain members in good standing during the term of the Agreement Good standing, for the purpose of the Agreement is understood to mean the payment or tendering of initiation fees and periodic Union dues.

SECTION 2: Upon failure of any employee to tender his initiation fee or dues to the Union, the Union shall notify the Employer in writing of such failure, and the Employer shall, upon receipt of such notice, and not more than seventy-two (72) hours thereafter, discharge such employee.

SECTION 3: The Company may hire new employees from whatever source it desires, but all employees covered by this Agreement shall, as a condition of employment, become members of the Union on the thirty-first (31st) day after the beginning of employment, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union for the duration of this Agreement.

SECTION 4: The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, and from any other form of liability as a result of making any deduction or discharge in accordance with the foregoing sections of this Article.

SECTION 5: The employer will allow a reasonable amount of time for the Union to hold "Union Orientation" for new hires.

ARTICLE 9 **DUES CHECK-OFF**

The Employer agrees to deduct from the pay of all employees covered by the Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installments) or uniform assessments owed and to be deducted for such month from the first paycheck of the such member following the receipt of such certification or statement and shall make such remittance to the Union within ten (10) days after such deduction is made. The Employer shall add to the list submitted by the Local Union the names and Social Security numbers of the new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

ARTICLE 10 **D.R.I.V.E.**

SECTION 1: The employer agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to D.R.I.V.E.

SECTION 2: D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage.

SECTION 3: The Employer shall transmit to D.R.I.V.E. National headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from the employee's paycheck.

SECTION 4: The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 11 **MANAGEMENT RIGHTS**

SECTION 1: The management of the operation and the direction of the working force—including the right to hire, suspend, discipline, or discharge for just cause; to assign to jobs; to transfer, promote, or demote employees; to increase and decrease the working force; to determine job loads, production standards, and rules applicable to employees; to place work with contractors or subcontractors, provided the provisions of Section 4 of this Article are followed; to determine those with whom it will do business, products to be handled, produced, or manufactured, the schedule of production, and the methods, processes, and means of production or handling, as well as the right to determine the qualifications and ability of employees are vested exclusively in the Company, provided this will not be used for the purpose of discrimination against any employee or to avoid any of the provisions of this Agreement.

SECTION 2: Foreman or other personnel may perform duties that are necessary in the conduct of the business, provided they are not used to replace bargaining unit personnel on a permanent basis.

SECTION 3: It is mutually agreed that the Company retains all management rights and prerogatives heretofore held, except such rights that are specifically relinquished herein.

SECTION 4: The Company and the Union have discussed the issues around subcontracting of production work, and both parties desire to minimize the effects of subcontracting on the job security and opportunity of bargaining unit employees. Any subcontracting and/or customer processing arrangements which are in place at the ratification of this Agreement shall continue at the discretion of the Company. From the date of ratification forward, it shall not be the intent of the Company to subcontract bargaining unit work, but if the Company has opportunities to increase product sales with a customer who wishes to perform their own work, exceptions will be made provided that; before subcontracting any operations included under Article 2, Recognition, of the Agreement, the Company will notify the Union in order that the Company and the Union may discuss and minimize the effect on bargaining unit employees. The Company agrees to delay any layoffs which are a direct result of subcontracting for up to two weeks following such notice to the Union in order that alternatives to laying off employees can be suggested and agreeable solutions, if any, can be initiated.

ARTICLE 12 **UNION REPRESENTATION**

SECTION 1: LIST OF REPRESENTATIVES

The Union shall maintain an up to date listing of all authorized officers, representatives, and stewards of the local Union with the Operations Manager or the Manager's designee.

SECTION 2: PLANT VISITATION

Union representatives, as referenced in Section 1, shall have the right to visit the work place to inspect working conditions and to generally carry out the terms of this Agreement. Local Union officers and designated service representatives shall notify the Plant Operations Manager or the Manager's designated representative prior to visiting the plant with enough time for the Company to notify security of the visit. The company will notify the security personal of the plant that the union will be visiting the plant in order to eliminate any unnecessary delays. No Union Officer or representative shall interfere with the efficient production of work.

SECTION 3: STEWARDS FOR DISCIPLINE INVESTIGATIONS

The Company will arrange to have a Union Steward present, if one is available, or another bargaining unit employee as a witness, when requested by an employee, when investigations leading to discipline are conducted or an employee requests a Union representative so long as the time required for the union representative to arrive at the plant will not unduly disrupt the investigation. If an employee requests a steward who speaks the employee's first language, the Company will comply with the request to the extent practical. Stewards will be allowed the opportunity to talk with the employee before the meeting at maximum of five (5) minutes.

SECTION 4: The Company recognizes the right of the Local Union to designate stewards and alternates from the Company's seniority list. The authority of stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with the Company or the designated company representative in accordance with the provisions of the Collective Bargaining Agreement.
2. The collection of dues when authorized by appropriate Local Union action.
3. The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - a) Have been reduced to writing, or
 - b) If not reduced to writing, are of a routine nature, and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Company's business.

Stewards and alternates have no authority to take strike action, or any other action interrupting the Company's business. The Company recognizes these limitations upon the authority of stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Company in so recognizing such limitations shall have the authority to impose discipline, including discharge, in accordance with Company and Union Responsibilities, Article 5 Section 2 of the Collective Bargaining Agreement, in the event a steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

ARTICLE 13 **GRIEVANCE AND ARBITRATION**

SECTION 1: In the event a misunderstanding or dispute regarding the interpretation or enforcement of this Agreement occurs, it shall be submitted in the following manner.

SECTION 2: STEPS IN THE GRIEVANCE AND ARBITRATION PROCESS

FIRST STEP

The affected employee(s), one (1) Steward and/or Union representative, and one (1) Supervisor are encouraged to discuss incidents or issues, which may then be resolved without a grievance. The employee involved, with or without the appropriate steward and/or Union representative shall, within five (5) working days (thirty (30) days on pay issues), of their knowledge or should have had knowledge of the incident or issue, discuss the incident or issue with the immediate supervisor for the purpose of resolving the incident or issue. Supervisors will make themselves available after work on the day the meeting is requested. The Supervisor will give a verbal response no later than the next working day.

If the issue is not resolved at this point a grievance will be filed in writing within five (5) working days of the verbal response date.

SECOND STEP

A meeting will be set with the Company involving the employee who filed the grievance, the Steward, the Business Agent, the plant H/R Manager, and Supervisor, where applicable, within ten (10) working days of the Company receiving the written grievance. Employees will not be paid to attend grievance meetings held after production hours. However, in the event the Company schedules the meeting during production hours the employees will be paid accordingly.

The Company's written response is due within five (5) working days of the second step meeting.

THIRD STEP / PRE-ARBITRATION

Within ten (10) working days of receiving the Company's second step response, the Union will provide written notice to the Vice President of Lamb requesting a third step meeting. The Local Union Secretary-Treasurer or designee, and the Vice President of Lamb or his representative will meet for the purpose of resolving the grievance within thirty-(30) calendar days, unless a time extension is mutually agreed to in writing.

The Company's written response is due within five (5) working days of the conclusion of the Third Step meeting. Any agreement of settlement at this step of the grievance procedure shall be final and binding on both parties.

If the matter is not settled at Third Step, the Union may advance the grievance to Arbitration, provided the written notice of the Union's intent to proceed to Arbitration is received within fifteen (15) working days of the receipt of the Company's Third Step answer.

All references made to time periods from one step to the next will be considered as starting on the first calendar day after receipt of the grievance or response.

ARBITRATION

The Union's timely notice of intent to proceed to arbitration at this stage shall provide the opportunity for the parties to select an arbitrator by mutual agreement. If the parties do not agree on the selection of an arbitrator, either party may make a written request for five (5) names from the Federal Mediation and Conciliation Service. Upon receipt of the list, the parties shall alternately strike names from the list to determine which arbitrator will hear and decide the case.

The arbitrator's fee and expenses, the cost of hearing facilities, and any other costs required by the arbitrator shall be paid equally by the Company and the Union. All other expenses shall be paid by the authorizing party.

The authority of the arbitrator shall be limited to the terms and conditions specifically contained within this Agreement. The Arbitrator shall not have the power or right to add to, delete, change, or modify this agreement or any part hereof. The arbitrator's decision shall be final and binding on employees, the Company, and the Union.

SECTION 3: SCHEDULING

No employee shall leave their job to participate in any grievance or other representational activities on behalf of themselves or other employees without first receiving permission from their supervisor. No reasonable request will be refused by management. The Company has the right to request that the aggrieved employees(s) be present at any step of the grievance process so long as the employee agrees to be present. Grievances will be presented and Step meetings will be scheduled at times, which cause the least inconvenience to operations.

SECTION 4: TIME LIMITS

The parties agree that the time allowed to process grievances at each step is adequate. If the Union fails to process a grievance within the time limits, the grievance is ended. All references to "working days" in this Article shall be exclusive of Saturdays, Sundays and holidays. If the company fails to answer a grievance within the time limits, that grievance is automatically advanced to the next step of the procedure. Time limits may be extended by mutual agreement of the parties, with any such agreements expressed in writing and signed by Company and Union representatives.

ARTICLE 14 **SENIORITY**

SECTION 1: PROBATIONARY PERIOD AND SENIORITY ATTAINMENT

- A. This Agreement defines Plant Seniority as an employee's period of unbroken service with the Greeley Lamb Plant since the employee's most recent date of hire. Production Division seniority is defined as the most recent date of hire within the Production Division. Maintenance Division seniority is defined as the most recent date of hire within the Maintenance Division.
- i) Production Division includes all traditional Slaughter production areas that are broken into two (2) sub areas. 1) kill area, 2) shipping / cooler area / freezer

ii) Maintenance Division includes all maintenance jobs listed in Article 2, Recognition

- B. An employee new hire shall be a probationary employee and shall not acquire seniority or other benefits of the Agreement for a period of thirty-(30) calendar days from the date of hire. The Company may, at its sole discretion, discipline or terminate the employment of probationary employees and no grievance concerning such discipline or termination shall be filed on their behalf. The Company and the Union may mutually agree to extend the probationary period for additional thirty-(30) calendar days for work performance purposes only. In the event an employee is deemed as qualified the employee will receive the new pay rate and seniority from their original start date (subject to section 3, (C).
- C. Employees who are hired on the same day will have their order determined by the last four (4) numbers of the employee's Social Security Number, with the highest number having first order in seniority. The Company will maintain the seniority list and post an updated copy each month. A copy of the seniority list will be sent to the Union each month. Any protest of the seniority list must be made within thirty-(30) days of posting or the list will be considered final.
- D. Employees transferring from the Production Division into the Maintenance Division will have a Maintenance Division seniority date of the first (1st) day working in the Division. After they have transferred into the Division they shall retain their original Plant seniority date for layoff, benefits (vacation time eligibility), bidding, or vacation bidding.
- E. Employees transferring from the Maintenance Division into the Production Division will have a Division seniority date of the first (1st) day working in the Division. After they have transferred into the Division they shall retain their original Plant seniority date for layoff, benefits (vacation time eligibility), bidding, or vacation bidding.

SECTION 2: LOSS OF SENIORITY

Seniority rights shall be terminated when an employee:

- 1. Voluntarily resigns or retires.
- 2. Fails to report to work as outlined in Article 14, Section 5 (c).
- 3. Has been continuously laid off for a period of twelve (12) months.
- 4. Has been absent because of a compensatory or non-compensatory illness or injury or absent for any other reason for a period of twelve (12) months.
- 5. Is absent from work for three (3) consecutive working days, without proper notification to Management.
- 6. Is discharged for just cause.

SECTION 3: JOB BIDDING

- A. When a vacancy, which is not temporary, occurs within the Production or maintenance Division, the Company shall post a notice (bid sheet) of such vacancy on all production and maintenance bulletin boards with a copy faxed or e-mailed to the Union. Job

vacancies will be posted weekly from Thursday noon until the end of shift of the following Monday. All vacancies not filled by these provisions may be assigned at the direction of management.

- B. In an effort to keep bid jobs awarded and employees moved in a timely fashion, the Company will develop and maintain an "Aging Report" and "Restricted Duty Report." This Aging Report will list the status of all job bids until there is a final disposition. The report will include the division, department, employee's name, job title and grade they are bidding to, job title and grade they are bidding from, date of the award and their current status. The Aging Report will be maintained by the Human Resources department, updated on a monthly basis with a copy provided to the Union. The report will also be made available for review by inquiring employees
- C. Each vacancy, other than Lead person positions, shall be filled on the basis of plant seniority for jobs within each Division; If a position is not filled within the Division which it is posted the Company will offer the open position to employees in the other Division before hiring new employees provided the employee can perform the work required or can learn it to the satisfaction of the Company. Lead person vacancies will be filled from those employees who sign a lead Person vacancy interest posting. Management will have the sole discretion of assigning employees to and/or disqualifying employees from Lead Person positions. Consideration for the vacancies by seniority will not apply. An employee who is awarded a job through a bid shall be placed on the new job no later than thirty-(30) days after the bid has been awarded. Employees who are not moved within the thirty-(30) day period, shall receive the higher rate of pay (if applicable) on the thirty-first (31st) day and thereafter, unless subsequently disqualified.

The Company will pay the successful job bid person the new rate of pay when qualified or within thirty-one (31) calendar days of the bid being awarded. "Award" to mean the day the bid posting comes down. This does not alter the time limits on moving or qualifying a person.

If the Company does not disqualify a person within thirty-(30) calendar days after being placed in their new bid job, they are deemed to be qualified on the thirty-first (31st) day.

If a person is being told they are not doing the work and are in danger of being disqualified, the Company will put in writing to the employee and the Union between ten (10) and twenty (20) calendar days exactly where they are failing and will provide at least one (1) hour of training by a trainer who is qualified to do the job.

- D. Employees must show progress toward qualifying within a reasonable period of time as determined by Management. Management shall notify the employee within the first (1st) fifteen (15) days from the first (1st) day on the job how an employee is progressing in the new job, shall provide a written list of areas that need improvement, and the necessary training to become qualified. Employees must make a sincere effort to learn the job, however if an employee cannot, in the judgment of the Company, perform the work in a satisfactory manner, within thirty-(30) days or less, the employee shall be disqualified

and shall return to their former classification without loss of seniority, and the next senior employee who has bid for the vacancy shall be given the opportunity to fill the vacancy as herein provided. Training will be provided by a designated "Skills Trainer" along with current training methods for employees during the bid transition period.

- E. No employee who has successfully bid a job, and then disqualifies him/herself from such same job for six (6) months following disqualification of the job. An employee, who declines an opportunity to train for a job without just cause, will forfeit for six (6) months their right to bid for such job or to fill such job temporarily.
- F. Except for health reasons affecting the employee's ability to perform the job, employees shall be limited to one (1) successful bid across (no change in rate) or down (lower rate), in any twelve (12) month period. This provision does not place a limitation on an employee bidding to a higher classification at any time.
- G. When an employee successfully bids to a higher rated classification, they shall continue to be paid their former rate of pay until they are accepted by their supervisor as qualified to perform the new job but no later than the thirty-first (31st) day. Should an employee successfully bid on a lower rate job, that employee shall be paid the lower rate when placed on the lower rated job.

SECTION 4: ASSIGNMENT

- A. The Company may assign employees on a temporary basis as necessary in the conduct of the business with consideration to seniority, ability, and qualifications. The Company will maintain a record system to identify employees qualified for jobs above base rate. Any employee temporarily assigned to a job having a lower rate than their regular rate will receive their regular rate while performing such job with the exception of job accommodation due to an off the job injury or illness. An employee temporarily assigned to a higher group job shall receive the higher group rate.

SECTION 5: LAYOFF AND RECALL

- A. A reduction in force of over twenty-five (25) percent of the active work force will set into motion layoff, job elimination, and recall, regular, full time employees with the greatest plant seniority shall have preference for employment security, recall, and placement.
- B. In the event a job is eliminated or reduced by a reduction in the work force, the employee holding that job may, in reverse order of the employee's job progression, displace the junior person working on the employee's previously held job or be placed in a position appropriate for the employee's plant seniority. However, if the job elimination or the reduction in the workforce is not expected to last more than four (4) weeks, the original displaced employee will not have the right to displace in reverse order of their progression and may only displace the junior employee, based on Division seniority, within the plant. Employees who are re-assigned must be able to perform the work available to the satisfaction of the Company.

- C. In a reduction of force under twenty-five (25) percent of the active work force the reductions will be by Division seniority.
 - 1. In the event a job is eliminated or reduced by a reduction in the work force, the employee holding that job may, in reverse order of the employee's job progression, displace the junior person working on the employee's previously held job or be placed in a position appropriate for the employee's Division seniority. However, if the job elimination or the reduction in the workforce is not expected to last more than four (4) weeks, the original displaced employee will not have the right to displace in reverse order of their progression and may only displace the junior employee, based on Division seniority, within the plant. Employees who are re-assigned must be able to perform the work available to the satisfaction of the Company.

- D. Address on the Company records. Employees so notified shall return as soon as possible, but not later than five (5) calendar days from the date of notification or all seniority and recall rights shall be forfeited. It is agreed that notification will have been made based on the date of first attempted delivery of the certified letter by the Post Office. A copy of the recall letter will also be sent to the Union. When employees are recalled, they shall be recalled according to their plant seniority, provided they are able to perform the work available to the satisfaction of the Company. Employees are responsible to notify the Company and Union of any address change.

- E. Employees shall receive the rate of pay for the job where they are retained by their seniority.

ARTICLE 15
GUARANTEE

SECTION 1: The Company will guarantee to each regular full-time employee who has completed the probationary period by the start of the work week, thirty-six (36) hours of work or pay equivalent at the straight time hourly rate of pay for each week of employment, barring acts of God, civil commotion, power or other utility failure, explosion, fire, flood, storm, strikes or boycotts by any labor union, acts by the United States government or the government for any country which impacts the company's ability to purchase raw material, manufacture, or sell its products. The Guarantee will be reduced by eight (8) hours for each day on which the plant is unable to operate because of the above. Hours employees are absent for any reason will be deducted from such thirty-six (36) guarantee hours. Hours of work (or pay) for the purpose of the Guarantee will include all hours paid, including paid rest periods, vacations, holidays, funeral leave, and jury duty.

SECTION 2: The Guarantee referenced in Section 1 of this Article may be reduced to thirty-two (32) hours up to twenty (20) weeks through calendar year 2017, in each department and/or shift, subject to the same qualifications and conditions enumerated in Section 1, and up to seventeen (17) weeks through calendar year 2018. The labor agreement serves as the standing notice to employees that any given week is subject to the reduced guarantee. If thirty-six (36) hours or more are worked in the week, that week shall not count against the twenty (20) week allowance through 2017 and not against the seventeen (17) week allowance through 2018.

SECTION 3: Employees displaced or recalled because of operation of the seniority provisions of this Agreement shall receive pay for only those hours worked in the week of such displacement or recall.

SECTION 4: Regular, full-time employees called to work will be provided with a minimum of four (4) hours work or four (4) hours pay at the regular straight-time hourly rate of pay; unless the plant is unable to operate due to the reasons enumerated in Section 1 of this article.

SECTION 5: The Company will notify the Union in writing which weeks are to be counted as thirty-two (32) hour weeks, and will post a notice for the employees on the bulletin board.

ARTICLE 16 **HOURS OF WORK AND OVERTIME**

SECTION 1: The workweek for payroll purposes shall start at 12:01 a.m. on Monday and end at midnight Sunday evening.

SECTION 2: The basic workweek of an employee shall be forty- (40) hours. It is understood and agreed that the basic workweek is not to be interpreted as a guarantee, nor does it restrict the amount of time an employee can be required to work.

SECTION 3: One and one half times the regular rate of pay shall be paid for all hours worked in excess of nine (9) hours in any workday. However, if the plant works three (3) or more workdays within a one (1) workweek, the daily overtime will be paid after eight (8) hours for that workweek. To be eligible for this reduced daily overtime, the employee must work all scheduled hours for that workweek. Time and one-half (1 ½) the regular hourly rate will be paid for all hours worked on the sixth consecutive day of actual work during the work week provided that the employee must have worked all hours as directed on the first five (5) days of that work week. Unscheduled days do not count as a day worked for purpose of computing overtime.

Holiday hours occurring on Monday through Friday for which employees are paid but are not hours worked will be counted as hours worked for the purpose of calculating overtime.

SECTION 4: Benefit hours for which employees are paid, but are not hours worked, will not be counted as hours worked for the purpose of calculating overtime.

SECTION 5: Double the regular rate of pay shall be paid for all hours worked on Sunday, except for those employees regularly scheduled to work on Sunday. These employees shall be scheduled for a day off in lieu of Sunday, and if required to work their scheduled Sunday lieu day, the hours worked will be paid at double their regular rate of pay.

SECTION 6: Shifts commencing one day and ending the following day shall be considered to have been worked on the day the shift commences.

SECTION 7: There shall be no pyramiding of overtime.

SECTION 8: Management will make every effort to notify employees as soon as possible when it is known there will be overtime work so that they may adjust their personal plans. Employees assigned overtime work may be excused only by approval of their Supervisor. Where reasonably possible, the Company will advise the employees by lunchtime of production requirements for that day. For employees not regularly scheduled to work Saturday, the Company will post a tentative Saturday work schedule by 11:00 AM Thursday. This schedule will include the production requirements for that day. However, it is understood that the Company may modify this tentative schedule up until Friday at 11:00 am. Should the Company fail to post a tentative or final work schedule as outlined above employees will not be required to report for Saturday work but may report voluntarily. An employee will advise management when they have an appointment that will prevent them from working overtime as soon as the appointment is made. Excused time off for the appointment must be approved and granted in writing.

SECTION 9: When overtime work opportunities occur which are outside the department's normal work or work schedule, the overtime work will be offered to qualified employees, utilizing the employees who have signed an overtime list to the extent practical. The employees who do not sign the overtime list are in no way exempted from working any required overtime which is assigned by the Company. Employees that are assigned to a department shall have the right to work any overtime offered in that department before an employee from another department is assigned the work. In the event there are not enough volunteers the company reserves the right to assign the overtime work by reverse seniority.

SECTION 10: The Company will install a digital clock in a visible location at or near the entrance / exit door of the Slaughter production floor.

ARTICLE 17 **MEAT PURCHASE PROGRAM**

SECTION 1: In the event the Company establishes a meat purchase program for any employees of the two (2) Greeley, Colorado meat processing plants, such program shall be made available to the employees covered under this agreement.

ARTICLE 18 **TOOLS, CLOTHING AND EQUIPMENT**

SECTION 1: The Company shall furnish safety devices, which when furnished, must be worn as a condition of employment.

SECTION 2: The Company shall furnish gloves, aprons, padlocks for employee lockers, scabbards, knives, hooks, steels, where any of these are necessary, and winter work clothes for outside employees. Employees may have such equipment replaced by the employer only by turning in equipment worn out by work on the Employer's premises.

SECTION 3: The employee will purchase safety toe rubber boots; however, employees will be reimbursed the purchase price of the boots after the employee completes their probationary period.

SECTION 4: The Company will arrange for all work clothing to be laundered.

ARTICLE 19 **LEAVE OF ABSENCE**

SECTION 1: The Company may grant any reasonable request for leaves of absence without pay to employees who request it for personal or emergency reasons. The employee's service record, circumstances requiring the leave, staffing requirements and previous commitments to other employees will be considered when granting this leave. Such leaves will not be granted for the purpose of allowing an employee to take another position temporarily, try out new work, or venture into business for themselves. The company will make available a list of all leaves of absence. The Company will post, by the 15th of each month for the following month, how many people will be allowed off (by department Slaughter / Shipping / Maintenance) at any one time based on seasonal production needs.

The Leave of Absence procedures is as follows:

- Leaves of absence must be requested in writing using an approved request form.
- The Company will notify employees of the leave approval or denial within a twenty-four (24) hour period from the date of the request. Unusual occurrences will be handled accordingly.
- Leaves will be considered on a first come first serve bases.
- Employees should schedule medical appointment in the late afternoon whenever possible in order to expedite leave opportunities.
- No leaves will be granted the day before or after a holiday due to production needs.

SECTION 2: Employees may be granted leaves of absence to attend Union functions including local Union executive board meetings and conventions for periods of less than two weeks with prior written notice to the plant manager or his designee. Such absences shall be without pay and limited to the number agreed upon by the Company and the Union. Once a leave is granted in writing it cannot be rescinded. However the leave may be rescinded if a conflict is created by an employee transferring to another department after the leave was granted.

SECTION 3: Employees, not exceeding a number agreed upon by the Company and Union, chosen by the Union to attend to Union business outside the plant, shall be granted leaves of absence without discrimination or loss of seniority rights upon five (5) days written notice to the Company. Such leave shall be without pay.

SECTION 4: Employees who are elected or appointed to a full-time position with the Union, upon proper notice shall be granted leaves of absence without pay not to exceed the term of this Agreement, and upon one (1) week's notice of their desire to again return to work for the

Company shall be placed upon their job previously held without loss of seniority rights, provided they return within one (1) week of the date their full-time position with the Union terminates.

SECTION 5: Employees on approved leaves who fail to return on agreed upon date or who fail to communicate delays in returning to work will be considered as voluntarily quitting.

SECTION 6: The Company will comply with the Family and Medical Leave Act (FMLA).

FAMILY AND MEDICAL LEAVE (FMLA) POLICY

A. Leave Entitlement: An employee who has been employed by the Company for 12 months and who has completed 1,250 hours of work during the 12-month period immediately preceding the commencement of such leave, will be entitled to leave under the Family and Medical Leave Act of 1993 ("FMLA") in accordance with its provisions and the provisions of this Section 2.

B. Year for Purposes of Determining Leave Entitlement. For purposes of determining an employee's leave entitlement under the Act, the 52-week period immediately preceding the commencement of leave under the Act shall be the applicable measuring period.

C. EMPLOYEE RESPONSIBILITIES:

Physician's Certification: In order for an FMLA leave to be approved, it is the responsibility of the employee to obtain from his or her physician a fully executed Physician's Certification Form, which will be provided to the employee by the Company.

Application for Leave: An eligible employee must complete a written application for an FMLA leave. Where the need for a leave was not known in advance due to accident, illness, or circumstances beyond the employee's reasonable knowledge or control, an application may be completed upon the employee's first reasonable opportunity to do so. In all other cases where FMLA leaves are known in advance, the application should be completed and submitted thirty (30) days prior to the commencement of the leave.

Compliance: Failure of the employee to obtain and submit the completed Physicians certification form may result in the delay or denial of an FMLA leave, in which event, the leave may be treated as an unexcused absence.

Cooperation: An employee on an approved FMLA must provide periodic reports as requested by the Company in order to keep the Company informed as to the employee's status and expected date of return. This requirement may be waived or modified by the Human Resources Manager depending on the circumstance.

Fitness for Duty: Prior to returning from an FMLA leave involving their own serious health condition, an employee may be required to successfully pass a fitness for duty examination to be paid for by the Company.

Failure to Return: An employee who fails to return upon the expiration of an approved FMLA leave will be considered a voluntary quit.

For a serious health condition that makes the employee unable to perform the employee's job. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility; any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under supervision of) a health care provider; or continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, and for prenatal care.

Under some circumstances, employees may take FMLA leave intermittently -- which means taking leaves in blocks of time, or by reducing their normal weekly or daily work schedule.

If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to employer's approval.

FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Sickness and accident benefits and/or paid vacation time will be substituted for unpaid leave, as it is applicable.

(1) FMLA advance notice and medical certification requirements:

The employee must apply to the Human Resources office for FMLA and ordinarily must provide thirty (30) days' advance notice when the leave is foreseeable, or within one or two days, if an emergency, or as soon as possible.

ARTICLE 20
FUNERAL LEAVE

SECTION 1: When a regular full-time employee is absent from work for the purpose of attending the funeral of a member of the employee's immediate family, the Company will pay the employee the hours they would have worked, up to a maximum of eight (8) hours, each day for up to three (3) days off for the funeral, provided that:

- A. The employee's supervisor is notified of the purpose of the absence no later than the first day of such absence, and,
- B. The days off with pay must be from the day of the death to and including the day after the funeral and must be days the employee is scheduled to work and the employee's

crew did work. Paid Funeral Leave is provided for the purpose of attending the funeral and is granted for that purpose only.

SECTION 2: The immediate family is defined as employee's spouse, child, mother, father, sister, brother, grandparents, grandchildren, mother-in-law, and father-in-law, to include step and foster relationships. When requested, the employee is expected to provide proof of date of funeral and relationship. Eligible employees, who provide the required documents, who are not able to attend the funeral, will be allowed the day off for mourning and will be paid the number of hours they would have otherwise been scheduled to work up to a maximum of eight (8) hours for the day of the funeral.

SECTION 3: Employees who travel to distant locations to attend funerals of immediate family members as defined in Section 2 of this Article, will receive an excused absence of reasonable time requested without pay to travel to and from the funeral location in addition to the days paid.

ARTICLE 21 **JURY DUTY**

SECTION 1: An employee called to jury duty in the county, state or federal courts shall be excused for jury service on presenting the summons requiring such duty to his supervisor provided that the employee has completed his probationary period.

SECTION 2: The employee will be paid the difference between his jury pay and the scheduled hours he would have worked up to a maximum of eight (8) hours for each full day of jury service when it falls on a scheduled workday. If the employee is dismissed from jury service during his normal scheduled hours, he will be expected to notify his supervisor as to his availability for work.

ARTICLE 22 **MILITARY SUMMER ENCAMPMENT**

SECTION 1: Regular full-time employees on the active payroll will be granted a leave of absence, without pay, upon request where they are required to participate in summer encampment training as a member of the National Guard or any U.S. Military Reserve as provided for by the laws of Colorado. Such leave shall be granted upon one (1) week's advance written notice to the Human Resource Office.

ARTICLE 23 **MILITARY LEAVE**

SECTION 1: RIGHT TO RE-EMPLOYMENT

An employee who leaves or has left a position in the employ of the Company to enter upon active service in the Armed Forces of the United States has the right to be re-employed by the Company when such employee has completed his military obligation with full seniority and rights as provided for under Section 9 of the Universal Military Training and Service Act.

ARTICLE 24

WAGES

SECTION 1: ANNUAL HOURLY RATE INCREASES EFFECTIVE:

February 1, 2019	\$0.40 per hour
September 1, 2019	\$0.35 per hour

It is understood that the start rate and progression outlined in Appendix "A" are minimum rates of pay.

SECTION 2: RATES OF PAY/COMPENSATION FOR TIME

The rates of pay include compensation for time spent in all preliminary and postliminary activities such as clothes changing, knife sharpening, changing into, out of, and cleaning safety clothing and equipment, etc.

ARTICLE 25 NEW WAGE RATE CLASSIFICATION NEW OR CHANGED JOB CONTENT

SECTION 1: When the Company establishes a new job classification, combines or separates the duties of existing classifications, or substantially changes the work content of an existing classification, it will notify the Local Union in an effort to jointly establish an appropriate hourly rate for the classification before such rate is assigned to the new job classification. If the Company and Union disagree with that hourly rate, the Company may establish the new rate and the Union may file a written grievance at Step 3 of the Grievance Procedure within ten (10) days of such notification. The test of fairness of the Company's rate determination is whether it is in line with the existing rate structure of other jobs in the department, giving proper consideration to the job content and skill involved.

ARTICLE 26 MEAL PERIODS AND REST PERIODS

SECTION 1: Employees will be granted one (1) paid rest period of 15 minutes each regular shift, but not earlier than two (2) hours or later than three (3) hours from the start of the shift. Employees will receive a second paid rest period of fifteen (15) minutes if the day's work schedule exceeds eight and one-half (8 1/2) hours. This provision is exclusive of time paid for donning and doffing personal protective equipment.

SECTION 2: Employees will receive a thirty-(30) minute unpaid lunch period approximately five (5) hours after the start of their shift. The Company may vary the start of the lunch but not earlier than four (4) hours or later than five and one half (5 ½) hours from the start of the shift, to adjust for production needs or emergencies. If the shift does not exceed five and one half (5 ½) hours, no lunch period will be provided. If the lunch period is not given five and one half (5 ½)

hours after the start of the shift the employees will be paid for thirty-(30) minutes at their rate of pay.

ARTICLE 27 HOLIDAY PAY

SECTION 1: The following will be observed as paid holidays in each contract year:

- A. Christmas Day
- B. Presidents Day
- C. Memorial Day
- D. Independence Day
- E. Labor Day
- F. Thanksgiving Day
- G. New Year's Day
- H. One (1) floating holiday. The floating holiday will be given, at management's discretion, with a minimum of seven- (7) calendar days' notice to the employees.

SECTION 2: To be eligible for holiday pay, an employee must be on the payroll as a regular full-time employee in the continuous service of the Company for a period of thirty (30) days, and work the full scheduled work day before and the full scheduled work day following a holiday, unless absence is the result of a death in the immediate family, or is accompanied by a written medical excuse from a physician or agreed to in writing in advance by the supervisor. However, if the employee is on an authorized leave of absence caused by illness or injury and worked during any part of the week before the holiday, the week of the holiday, or the week after the holiday, the employee is eligible for holiday pay.

SECTION 3: Holiday pay will be calculated at eight (8) hours straight-time pay and may be considered part of the guaranteed pay.

SECTION 4: If one of the holidays, covered by Section 1 above, occurs within an employee's vacation period, they shall be paid eight (8) hours pay at the regular straight-time hourly rate of pay in addition to the vacation pay. If one of the scheduled holidays falls on the calendar Sunday the holiday will be moved to the following Monday.

SECTION 5: Work performed on a holiday shall be paid at one and one half (1 ½) times the employee's regular straight-time pay for hours worked on the holiday.

SECTION 6: Employees must be on the payroll and report to work and work their last full scheduled day before and their first full scheduled day after the Holiday to be eligible for Holiday pay.

ARTICLE 28 VACATIONS

SECTION 1: Regular full-time employees who have been employed for at least one (1) year and worked at least forty-two (42) weeks during the previous anniversary year will receive one (1) week of vacation with pay which must be taken in the year following their anniversary date of employment. Employees who have been employed for at least three (3) years and worked the

required forty-two (42) weeks during the previous anniversary year will receive two (2) weeks vacation with pay each year. Employees who have been employed for at least eight (8) years and worked the required forty-two (42) weeks during the previous anniversary year will receive three (3) weeks of vacation with pay each year. Employees who have been employed for at least fifteen (15) years and worked the required forty-two (42) weeks during the previous anniversary year will receive four (4) weeks of vacation with pay each year. Employees who have been employed for at least twenty (20) years and worked the required forty-two (42) weeks during the previous anniversary year will receive five (5) weeks of vacation with pay each year. To be eligible for vacation pay a person must still be employed on their anniversary date of employment.

SECTION 2: The rate of pay for each vacation week will be forty- (40) hours at the regular straight-time rate at the employee's anniversary date of hire, and a vacation will only be earned and taken after the anniversary date.

SECTION 3: Weeks worked for the consideration of the forty-two (42) weeks required will include each week during which the employee received a paycheck, including up to thirteen (13) weeks on Worker's Compensation, pay for vacation, jury duty, and funerals, but excluding weeks off under paid or unpaid sick leave.

SECTION 4: Employees will be paid for vacation time earned only after anniversary date of employment. (Vacation pay will not be paid at any other time.) There is no pro rata vacation pay upon termination of employment except for any social security age equivalent / disability eligible retirement, or death. An employee may obtain vacation pay at the start of vacation by requesting this at least one week in advance.

SECTION 5: Employees may be required to take unused vacation all at one time, as with a shutdown of operations. With a shutdown of operations, those employees who are not needed to work may be required to take vacation time earned.

SECTION 6: Employees will be given their preference of vacation based on plant seniority, provided the vacation so scheduled will not interfere with efficient plant operations. Where employees are performing similar work, those with greater seniority will be given preference as to time of vacation. Management shall determine how many employees in each work group may be permitted to be on vacation at the same time without jeopardizing efficiency.

SECTION 7: Employees will be notified on the first week of January that they will need to be prepared to notify the Company of their vacation choices by February 1st. The Company will begin the vacation selection process after February 1st and have it completed and posted by March 1st. Vacations for the months of January and February of the following year should be requested so that the year (for scheduling purposes) runs from March through the following February. Vacation time may be taken in no less than one (1) week increments. Employees that are awarded a vacation period and submit a written request to vacate that vacation period at least forty-five (45) days before the vacation is to start, will be allowed to select any other open week as approved by the Company. The initial vacated vacation period shall be posted for

seven (7) regular work days and will be assigned based on seniority and the approval of the Company. In no event can the Company reschedule or cancel an employee's vacation once it is granted. Based upon the changes in the vacation bidding process the parties agree to meet in December of 2019 to review the vacation bidding process and shall mutually agree to any changes.

SECTION 8: If a paid holiday falls during a vacation, the employee will receive an additional day's pay. This shall not be interpreted to mean an additional day off. Vacation weeks begin on Monday unless employee received written permission from Management to begin vacation on another day of the week. Unless excused, employees are expected to work weekends preceding their vacation if they are scheduled to work.

SECTION 9: An employee eligible for vacation whose employment is terminated for any reason shall be allowed pay for the vacation for which they had become eligible.

SECTION 10: Employees with four (4) or more weeks of vacation may elect to take one (1) weeks' vacation a day at a time (DAT).

- a) DAT vacation will be first come first serve subject to operational needs.
- b) Written request for the vacation day(s) is submitted to Human resources at least fourteen (14) calendar days in advance.
- c) The written response for request must be given to employee within eight (8) calendar days of request.
- d) The day requested is not a Monday (unless in an emergency)
- e) Granting the requested day off will not displace any employee previously scheduled for vacation time off.
- f) The request can be accommodated and is approved by management;
- g) When the request is for a Friday the employee must indicate on the request form whether or not they will report for work on the scheduled Saturday following the day requested.

ARTICLE 29 **BENEFITS**

SECTION 1: MEDICAL AND PRESCRIPTION DRUG COVERAGE

Regular, full-time employees will become eligible on the first day of the calendar month, after completing sixty (60) days of service, to enroll in a Comprehensive Medical and Prescription Drug Plan. It is understood, the Company has the sole right to select administrators, network providers, insurance carries, etc.

MEDICAL PLAN DESIGN WILL CONTINUE AS FOLLOWS:

See attached chart

PRESCRIPTION DRUG PROGRAM:

The prescription drug benefits will be as follows:

	Current
Rx Retail Co-pay	See Attachment
Rx Mail Order Co-pay	See Attachment

To the extent it is available, outpatient specialty drugs must be obtained through the pharmaceutical network and not the medical provider network

Given the dynamics of specialty drugs, the parties have agreed to review the specialty drug program during the Annual Performance Review to determine the appropriate co-pay levels, maximums, coverage duration, etc.

MOUNTAIN STATES ROSEN QUALITY CARE

The Company and the Union have discussed several plan management measures intend to provide quality medical care and pharmaceutical coverage and control cost without changing the plan design and the employee co-pay structure outlined above. These measures would include, but not limited to the implementation of the Mountain States Rosen Pharmacy Plans. In exchange for further plan design changes the parties have agreed to the following:

- The employee weekly contributions for medical and prescription will be as follows see attached chart:
- The Company will complete an “Annual Performance Review” of the medical/prescription drug plan. This Annual Performance Review will be conducted in April of each year and look back at the period of January 1 through December 31.
- The Company and the Union have agreed to a methodology to establish a medical cost benchmark based on a per member per month (PMPM) net cost. The medical cost benchmark will be set during the April 2013 Annual performance Review. The performance of the Plan will be reviewed against this benchmark during the Annual 2014 Performance Review. The performance of the plan will be based on the preceding twelve (36) month period of January 1, 2010 through December 31, 2013 and will include paid claims, fixed cost, less stop-loss reimbursement.
- It is agreed that the parties must make adjustments to maintain the plan PMPM performance at or below the benchmark.
- On a semi-annual basis the Company will review the plant’s medical and prescription drug cost experience, results of plan initiatives and trends with the Union;

- The Company may implement its prescription drug program can implement other non-plan design changes in order to enhance the medical care and maintain cost;
- The Company will meet with and seek input from the Union prior to the implementation of these or any other plan initiatives.

PLANT HEALTH EDUCATION COMMITTEE

The Company and Union will form a joint Plant Health Education Committee. This committee will have two (2) union and two (2) management representatives. Any lost time for attending the meeting will be paid for by the Company. The committee will follow the guidelines listed below:

- Transparency of information in full compliance with HIPPA;
- Joint definition of facility specific opportunities and development of strategy to address:
- Non-plan design initiatives;
- Health education programs;
- Wellness initiatives;
- Benefit education programs

SECTION 2 – DENTAL COVERAGE: Regular, full time employees will become eligible on the first day of the calendar month after completing sixty (60) days of service, to enroll in a Dental Plan. It is understood, the Company has the sole right to select administrators, network providers, insurance carries, etc.

SECTION 3 – VISION COVERAGE: Regular, full time employees will become eligible on the first day of the calendar month after completing sixty (60) days of service, to enroll in a Vision Plan. It is understood, the Company has the sole right to select administrators, network providers, insurance carries, etc.

Effective 1/1/13, employees who elect to enroll for coverage will pay, by payroll deduction, the full cost of the coverage.

SECTION 4: In the event any future Health Care Reform legislation is enacted, representatives of the Company and Union will meet to determine the impact of such legislation and mutually agree to changes, if any, to the Company's Comprehensive Healthcare plans.

SECTION 5 – SICKNESS AND ACCIDENT: When an employee is absent because of disability due to sickness or accident not covered by Worker's Compensation and when such absence and the continuation are supported by acceptable medical evidence, part wage payments shall be made in accordance with the terms and conditions hereinafter set forth.

All absences shall be considered as starting with the loss of the eighth (8th) full day on which the employee was scheduled to work or the second (2nd) day if hospitalized.

An employee will qualify for payment if at the onset of absence:

- (a) The employee has one (1) year of credited service, and
- (b) The employee is being credited with service, and

(c) The employee has provided the Company with acceptable medical evidence.

Payment shall be made in the weekly amount of \$230. Payment will be made for up to maximum of thirteen (13) weeks for any one (1) absence reduced by the payments made for other absences during the (12) months immediately preceding the onset of the current absence.

It is agreed that it is the purpose of this policy to provide income for the employees who qualify hereunder only when they are physically unable to work.

No employee shall be eligible for benefits under this section unless they notify the Company promptly when unable to report to work.

SECTION 6 – LIFE INSURANCE: The Company will provide to all regular, full time employees, on the first day of the calendar month after completing sixty (60) days of service, Basic Term Life and accidental death and dismemberment (AD&D) coverage that is equal to one (1) times base salary to a maximum of \$15,000.

Mountain States Rosen Benefit Guide

Production Workers

□ Production Workers

Medical Plans: United Healthcare

PPO 600 Plan

In Network Deductible (Calendar Year)	Individual \$600	Family \$1,800
Out-of-Pocket Maximum	\$3,000	\$6,000
Coinsurance	20% after Deductible	
Primary Care / Specialist	\$35 / \$40	
Preventive Care	(No Charge)	
Inpatient Hospitalization	20% after Deductible	
Outpatient Surgery	20% after Deductible	
Lab & X-Ray	(No Charge)	
Major Diagnostic (MRI, CT, PET)	(No Charge)	
Emergency Room	\$125 copay	
Urgent Care	\$35 copay	

PPO 2000 Plan

Individual	Family
\$2,000	\$4,000
\$4,000	\$8,000
30% after Deductible	
\$35 / \$45	
(No Charge)	
30% after Deductible	
\$150 copay	
\$50 copay	

Prescription Medications

PPO 600 Plan

Tier 1	\$10 Copay
Tier 2	\$35 Copay
Tier 3	\$60 Copay
Tier 4	\$100 Copay
Mail Order	2.5x retail cost

PPO 2000 Plan

\$15 Copay
\$35 Copay
\$70 Copay
\$70 Copay
2.5x retail

Dental Plan: Delta Dental PPO Plus Premier

What You'll Pay for In-Network Services (PPO or Premier dentists)

Maximum Benefit per Calendar Year	\$1,000 Per Member	
Calendar Year Deductible	Individual - \$50	Family - \$150
Preventive Care (cleanings, x-rays)	20% no deductible (Delta payments do not count toward max)	
Basic Care (fillings, surgery, Endodontics, Periodontics)	30% after deductible	
Major Care (crowns, dentures, bridges)	50% after deductible	
Orthodontia (for children under age 19)	50% with \$1,000 Lifetime Benefit Maximum Per Child	

VISION

Vision Plan: VSP Choice Plan C

What You'll Pay for In-Network Services

Eye Exams \$10 copay

Service Frequency

Every 12 Months
(can get contacts OR glasses every 12 months)

Lenses

\$25 copay

Frames

Up to \$150 allowance than 20% off balance

Contact Lenses (elective)

Up to a \$130 allowance

BASIC LIFE

Basic Life/Accidental Death & Dismemberment Plan: United Healthcare (Company-Paid)

Life Insurance	\$15,000
Accidental Death & Dismemberment	\$15,000

SHORT TERM AND LONG TERM DISABILITY

Short-Term Disability Plan: Mutual of Omaha (Company-Paid)

Benefit Waiting Period due to Accident or Illness	0 Days Accident, 7 Days Illness
Benefit Amount	60%
Maximum Weekly Benefit	\$230
Maximum Benefit Period	13 weeks

Long-Term Disability Plan: Mutual of Omaha (Company-Paid)

Benefit Waiting Period due to Accident or Illness	90 Days Accident, 90 Days Illness
Benefit Amount	60%
Maximum Monthly Benefit	\$5,000
Maximum Benefit Period	Up to 24 months or to Social Security Normal Retirement Age

Plan Contact Information

Product	Carrier	Phone or Email	Website
Medical Dental	United Healthcare Delta Dental	866-527-9597 800-610-0201	www.myuhc.com www.deltadentalco.com
Vision Life and AD&D Short-Term Disability	VSP United Healthcare Mutual of Omaha	800-877-7195 866-527-9597 800-877-5176	www.vsp.com www.myuhc.com www.mutualofomaha.com
Long-Term Disability	Mutual of Omaha	800-877-5176	www.mutualofomaha.com
Broker	Fall River Employee Benefits	Tonya Kimrey 303.369.3200 x 112 tonya@fallriverbenefits.com Scott Nitowski 303-369-3200 x115 scott@fallriverbenefits.com	www.fallriverbenefits.com

Weekly Employee Rates Medical: United Healthcare PPO 600 Plan

	Non-Tobacco User	Tobacco User
Employee Only	\$19.75	\$29.75
Employee + Spouse	\$47.25	\$57.25
Employee + Child(ren)	\$35.50	\$45.50
Employee + Family	\$67.00	\$77.00

Medical: United Healthcare PPO 2000 Plan

	Non-Tobacco User	Tobacco User
Employee Only	\$6.13	\$16.13
Employee + Spouse	\$14.63	\$24.63
Employee + Child(ren)	\$11.00	\$21.00
Employee + Family	\$20.75	\$30.75

Dental and Vision: Delta Dental & VSP

	Dental	Vision
Employee Only	\$2.50	\$1.40
Employee + Spouse	\$5.50	\$2.47
Employee + Child(ren)	\$6.75	\$2.65
Employee + Family	\$12.00	\$4.23

ARTICLE 30
RETIREMENT PROGRAM

The Company agrees to make available a 401(k)-retirement savings program to qualified employees. The features of the 401 (k) are governed by the Plan Document and are subject to all IRS regulations. The major features of the 401 (k) are:

1. The Company will contribute a 66 2/3% match of the first 6% of qualifying pay an employee saves in the 401 (k) after one (1) year of service.
2. Employees may direct the investment of Company contributions to the options within the 401 (k)
3. The Company contribution is 100% vested after five years of continuous service by the employee.
4. Employees are eligible to participate in 401 (k) after six (6) months of service. The Company will conduct an enrollment meeting with all employees and newly eligible employee's to explain the program, discuss and model the concept of pre-tax deductions and provide other educational information. Such meeting shall be held on company time.
5. Employees may contribute up to 16% of their qualifying pay on a pre-tax basis and up to 10% on an after-tax basis, but the employee's total contribution cannot exceed 16% of the employee's qualifying pay.

ARTICLE 31
WAIVER, ENTIRE AGREEMENT AND SEVERABILITY

SECTION 1: This is the complete Agreement providing all benefits to which any employee may be entitled, and it is expressly understood and agreed that the Company has no obligation to any employee or employees other than those provided herein.

SECTION 2: The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and as each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

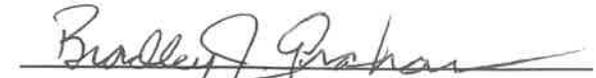
SECTION 3: If any part of this Agreement is held invalid by a proper court or administrator of law, the remainder shall not be affected and the parties shall meet to try to agree on a proper alternative.

SECTION 4: Any modification or supplement to the Agreement will be reduced to writing and signed by proper representatives of each party.

ARTICLE 32
DURATION OF AGREEMENT

This Agreement shall be effective February 1, 2019 and shall remain in full force and effect until midnight January 31, 2020. Either party may, on or before sixty- (60) days prior to the expiration date of this contract, give notice to terminate the Agreement. If such notice is not given, the Agreement shall renew itself for successive one (1) year periods until notice is given. Such notice shall be given by registered or certified mail. Dated this 25 day of February, 2019.


Teamsters Local Union No. 455


Mountain States Rosen


Teamsters Local Union No. 455


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Mountain States Rosen

APPENDIX "A"

BASE: CARCASS DROPPER
 CARCASS GUIDE
 LEG DROPPER
 PAPER
 SEPARATE OFFAL

GROUP 1: BREAK TOE
 BRISKET ROLLER
 DROP PELT
 DROP SOCKS
 HANG LIVERS
 HOCK CUTTER
 OPEN PAUNCH (R)
 POP KIDNEYS
 PULL FAT (R)
 SEPARATE DOG FOOD (R)
 STEAM VAC
 STRIP BUNG
 TRIM LUNGS (R)
 TROLLEY
 PIN-TOES
 TRIPLE WASH

GROUP 2: CLEAN UP
 GRADING LINE PULLER (SHIPPING)
 TRIMMER (SHIPPING)
 TRIMMER
 WOOL TRIMMER

GROUP 3: BREAK HEADS
 CAPTIVE BOLT STUNNER
 DROP BUNGS
 GAMBREL UP (R)
 HEAD TABLE (R)
 LEG BINDER (SHIPPING)
 OFFAL ROOM
 OPEN MIDLINE

PENS KEEPER (R)
ROLLER PERSON (SHIPPING)
RUNNER ROLLER
SORTER (SHIPPING)
STICKER
STUNNER
TIE WEASANDS (R)
**RUNNER SELECTOR ** [Red circled]
SHOULDER PULLER OPERATOR
TRIM TAIL
OFFAL PACK
SAVE OFFAL

GROUP 4: CARCASS SELECTOR (SHIPPING)
RUNNER FREEZER PERSON
FINAL TRIMMER VERIFIER
NOSE ROLLER (R)
OPEN HEADS (R)
OUTSIDE PERSON
SPLIT BRISKETS (R)
RINSE & CHILL

GROUP 5: Y-CUT
SAVE CASINGS

GROUP 6: WIDE TO NARROW OPERATOR
FOREQUARTER (R)
HANG LEGS (R)
HOTBOX SORTER (SHIPPING)

GROUP 7: UTILITY PERSON (1 IN SHIPPING)

GROUP 8: GUTTER/PLUCKER (R)
LEADPERSON (1 IN SHIPPING)
LUGGER (NO ROTATION) (SHIPPING)
FACING (R)

**** RUNNER SELECTOR [This position is RED CIRCLED at group 5 for currently employee(s) holding position till the jobs become vacant] ****

ANY EMPLOYEE CURRENTLY OWNING THE ABOVE-MENTIONED POSITION(S) THAT HAS BEEN IN RATE WILL RECEIVE THE PRIOR GRADE FOR THE LIFE OF THE AGREEMENT OR WHEN THEY BID OFF, WHICHEVER COMES FIRST. **

PRODUCTION

APPENDIX "B" - Effective 2/2/2019 Plus \$0.40

GROUP:	START	6 MONTHS	1 YEAR
BASE:	14.05	14.35	14.65
01	14.35	14.80	15.45
02	14.50	15.00	15.70
03	14.65	15.20	15.90
04	14.80	15.55	16.35
05	14.95	15.95	16.70
06	15.20	16.25	17.00
07	15.35	16.40	17.15
08	16.80	17.10	17.70

APPENDIX "B" - Effective 9/1/2019 Plus \$0.35

GROUP:	START	6 MONTHS	1 YEAR
BASE:	14.40	14.70	15.00
01	14.70	15.15	15.80
02	14.85	15.35	16.05
03	15.00	15.55	16.25
04	15.15	15.90	16.70
05	15.30	16.30	17.05
06	15.55	16.60	17.35
07	15.70	16.75	17.50
08	17.15	17.45	18.05

Lead employees will receive \$0.60 more per hour above grade 8 for performing the position.

MEMORANDUM OF UNDERSTANDING

Donning and Doffing

This Letter of Understanding is entered into by and between Mountain States Rosen, Lamb Company at its Greeley, Colorado Facility and the Teamsters Local 455 of the Brotherhood of Teamsters and is incorporated by reference and made part of the Agreement dated May 28, 2001. During negotiations for the 2012 collective bargaining agreement the parties discussed the past practice of paid time under the "Donning and Doffing Agreement" and its applicability under the current state of the law. While the parties are not in agreement on the final application of the law, they have agreed to the following:

- The Company will continue to pay the employees the additional daily time as it has in the past. The Company and Union will conduct a joint time study to reaffirm the daily time allotment per position. Such time will be applied against any current and future time that is determined by the parties or law to be compensable.
- The Parties agree to continue to meet and discuss this issue after ratification of the new agreement.

1. Activities to be compensated. The parties agree that the Company will pay employees for the following activities occurring at any time during an employee's workday:

- a) Donning of certain safety clothing and equipment and/or gear required to be worn by employees.
- b) Walking to the wash area to clean such safety clothing and equipment and/or gear, knives and hooks.
- c) Waiting at the wash area to clean such safety clothing and equipment and/or gear, knives and hooks.
- d) Washing such safety clothing and equipment and/or gear, knives and hooks.
- e) Doffing of such safety clothing and equipment and/or gear.

2. For purposes of this Agreement, "safety clothing and equipment" will be defined as follows:

a) Items included:

Mesh gloves
Mesh aprons

Plastic arm guards
Whizzard gloves

Scabbard for knives
Rubber apron*
Other like safety clothing, equipment, and gear

Whizzard sleeves

- For future purposes only and without precedent going backwards, time spent donning, doffing, and cleaning rubber aprons will only be considered compensable time when rubber aprons are required to be worn in combination with other equipment listed in this paragraph or required to be worn for safety reasons.

b) Items Excluded

Cotton gloves	Hair net
Steel toe boots	Beard net
Frocks / Uniforms	Ear plugs
Hard hat	Rubber apron
Safety glasses	Plastic face shield

Any other like items of equipment and gear

3. Compensation to be paid. The Company will compensate those employees required to wear safety clothing and equipment as defined herein for the following number of minutes per day for each day actually worked:

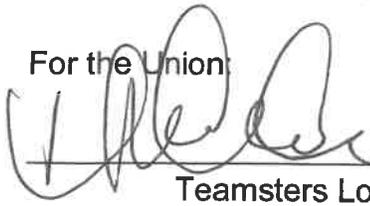
Compensation will be paid to the effected employees as has been established and paid as a past practice accordingly:

A range of one (1) minute to five (5) minutes depending on the specific job and established equipment as listed in part 2(a) above.

In the event either party believes the amount of time does not reflect current operations, methodologies, or plant layout, that party can require additional joint time studies, and any disputes as to the result of the joint time studies which cannot be resolved through negotiation would be submitted directly to an arbitrator under the terms of the applicable collective bargaining agreement.

Dated and reaffirmed this 25 day of, February 2019

For the Union:


Teamsters Local Union No. 455

For the Company:

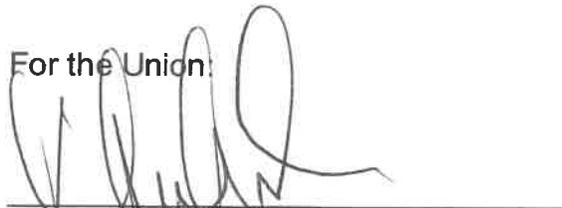

Mountain States Rosen

MEMORANDUM OF UNDERSTANDING
METHOD of PAYMENT

This Letter of Understanding is entered into by and between Mountain States Rosen, for its Greeley Lamb facility and Local 455 of the International Brotherhood of Teamsters and is here by made a part of the Agreement between the parties dated February 2, 2019

- It is agreed the method with which the Company pays the employees will state all deductions, hourly rates, hours worked, straight time and overtime.
- It is agreed that the employees shall be paid on a weekly basis.
- It is agreed the method by which the Company can pay the employees may include any acceptable means, to include, paychecks, cash, direct deposit, pay cards, debit cards, ECT.
- If the Company elects to change its method of payment they will first meet with the Union and discuss the change.
- Any change in method will not result in any increased expense to the employee.
- If the Company implements a pay card type program, they will allow for one (1) free card replacement in the event the card is lost or stolen for each calendar year of the contract.
- The Company will replace worn, broken, or non-functioning cards at no cost to the employee so long as the employee returns the non-working card to the Company.

For the Union:



Teamsters, Local Union No. 455

For the Company:



MOUNTAIN STATES ROSEN

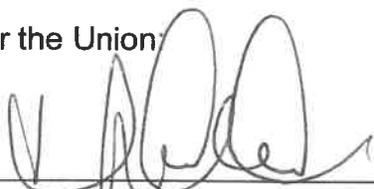
MEMORANDUM OF UNDERSTANDING
ARTICLE 14
HOURS OF WORK AND OVERTIME

It is agreed to by the parties that the intent of the language regarding the interpretation of the language on payment of overtime hours is as follows;

SECTION 3:

"However, if the plant works three (3) or more nine (9) hour workdays within the workweek, the daily overtime will be paid after eight (8) hours for that workweek." The intent is not the number "workdays" but rather the number of "nine (9) hour workdays" in the workweek."

For the Union:



Teamsters Local Union No. 455

For the Company:


MOUNTAIN STATES ROSEN

LETTER OF UNDERSTANDING
HEALTH CARE EDUCATION

This letter of Understanding is entered into between MOUNTAIN STATES ROSEN for its Greeley Colorado Lamb facility and Teamsters Local 455 of the International Brotherhood of Teamsters and is hereby made part of the collective bargaining agreement dated February 1, 2019

The Company agrees, within twelve (12) months of ratification of the agreement, to hold a health care education seminar for the purpose of educating the members and their spouses on their health care benefit PLAN and information.

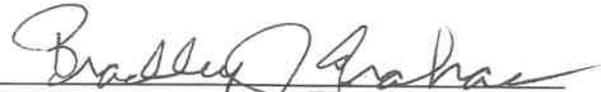
The Company will notify the members and the Union of the date, time, and location of the seminar no less than two (2) weeks before the date of the seminar.

For the Union:



Teamsters Local Union No. 455

For the Company:



MOUNTAIN STATES ROSEN

MAINTENANCE DEPARTMENT

ADDENDUM

ARTICLE 1

SENIORITY

SECTION 1: PROBATIONARY PERIOD AND SENIORITY ATTAINMENT

- A. This Agreement defines Plant Company Seniority as an employee's period of unbroken service with the Greeley Lamb Plant since the employee's most recent date of hire. Maintenance division seniority is defined as the most recent date of hire within the maintenance division.
- B. An employee new hire shall be a probationary employee and shall not acquire seniority or other benefits of the Agreement for a period of thirty-(30) calendar days from the date of hire. The Company may, at its sole discretion, discipline or terminate the employment of probationary employees and no grievance concerning such discipline or termination shall be filed on their behalf. The Company and the Union may mutually agree to extend the probationary period for additional thirty-(30) calendar days for work performance purposes only. In the event an employee is deemed as qualified the employee will receive the new pay rate and seniority from their original start date(subject to section 3, (C)).
- C. Employees who are hired on the same day will have their order determined by the last four (4) numbers of the employee's Social Security Number, with the highest number having first order in seniority. The Company will maintain the seniority list and post an updated copy when there are changes to any status. A copy of the seniority list will be sent to the Union when there are changes to any status or at least by the last Friday in December of each year. Any protest of the seniority list must be made within thirty-(30) days of posting or the list will be considered final.
- D. Employees transferring into the maintenance department from other MOUNTAIN STATES ROSEN Lamb & Company departments will have a department seniority date of the first (1st) day working in the department. They shall retain their original Company seniority date for benefits only (vacation time eligibility) and may not use the original company seniority date for purposes of layoff, bidding, or vacation bidding. In the event an employee is deemed as qualified the employee will receive the new pay rate and seniority from their original maintenance department start date (subject to section 3, (C)).

SECTION 2: LOSS OF SENIORITY

Seniority rights shall be terminated when an employee:

1. Voluntarily resigns or retires.
2. Fails to report to work as outlined in Article 14, Section 5 (c).
3. Has been continuously laid off for a period of twelve (12) months.

4. Has been absent because of a compensatory or non-compensatory illness or injury or absent for any other reason for a period of twelve (12) months.
5. Is absent from work for three (3) consecutive working days, without proper notification to Management.
6. Is discharged for just cause.

SECTION 3: JOB BIDDING

- A. When a vacancy, which is not temporary, occurs within the maintenance department, the Company shall post a notice (bid sheet) of such vacancy on all production and maintenance bulletin boards with a copy faxed or e-mailed to the Union. Job vacancies will be posted weekly from Thursday noon until the end of shift of the following Monday. All vacancies not filled by these provisions may be assigned at the direction of management.
- B. If the Company does not disqualify a person within thirty-(30) calendar days after being placed in their new bid job, they are deemed to be qualified on the thirty-first (31st) day.

If a person is being told they are not doing the work and are in danger of being disqualified, the Company will put in writing exactly where they are failing and will provide at least one (1) hour of training by a trainer who is qualified to do the job.

- C. Employees must show progress toward qualifying within a reasonable period of time as determined by Management. Management shall notify the employee within the first (1st) fifteen (15) days from the first (1st) day on the job how an employee is progressing in the new job, shall provide a written list of areas that need improvement, and the necessary training to become qualified. Employees must make a sincere effort to learn the job, however if an employee cannot, in the judgment of the Company, perform the work in a satisfactory manner, within thirty-(30) days or less, the employee shall be disqualified and shall return to their former job without loss of seniority, and the next senior employee who has bid for the vacancy shall be given the opportunity to fill the vacancy as herein provided. Training will be provided by a designated "Skills Trainer" along with current training methods for employees during the bid transition period.

SECTION 4: LAYOFF AND RECALL

In all matters of layoff, job elimination, and recall, regular, full time employees with the greatest maintenance division seniority shall have preference for employment security, recall, and placement.

In the event a job is eliminated or reduced by a reduction in the work force, the employee holding that job may, in reverse order of the employee's job progression, displace the junior person working on the employee's previously held job or be placed in a position appropriate for the employee's maintenance division seniority. However, if the job elimination or the reduction in the workforce is not expected to last more than four (4) weeks, the original displaced employee will not have the right to displace in reverse order of their progression and may only displace the junior employee, based on maintenance division seniority, within the plant.

Employees who are re-assigned must be able to perform the work available to the satisfaction of the Company.

- A. In recalling employees from layoff, a certified letter will be sent to the employee's last address on the Company records. Employees so notified shall return as soon as possible, but not later than five (5) calendar days from the date of notification or all seniority and recall rights shall be forfeited. It is agreed that notification will have been made based on the date of first attempted delivery of the certified letter by the Post Office. A copy of the recall letter will also be sent to the Union. When employees are recalled, they shall be recalled according to their plant seniority, provided they are able to perform the work available to the satisfaction of the Company. Employees are responsible to notify the Company and Union of any address change for notification purposes. Employees shall receive the rate of pay for the job where they are retained by their seniority.

ARTICLE 2 **GUARANTEE**

SECTION 1: The Company will guarantee to each regular full-time employee who has completed the probationary period by the start of the work week, thirty-six (36) hours of work or pay equivalent at the straight time hourly rate of pay for each week of employment, barring acts of God, civil commotion, power or other utility failure, explosion, fire, flood, storm, strikes or boycotts by any labor union, acts by the United States government or the government for any country which impacts the company's ability to purchase raw material, manufacture, or sell its products. The Guarantee will be reduced by eight (8) hours for each day on which the plant is unable to operate because of the above. Hours employees are absent for any reason will be deducted from such thirty-six (36) guarantee hours. Hours of work (or pay) for the purpose of the Guarantee will include all hours paid, including paid rest periods, vacations, holidays, funeral leave, and jury duty.

SECTION 2: The Guarantee referenced in Section 1 of this article may be reduced to thirty-two (32) in fifteen (15) weeks per calendar year. The labor agreement serves as standing notice to Employees that any given week is subject the reduced guarantee. If thirty-six (36) hours or more are worked in the week, that week shall not count against the fifteen (15) week allowance.

SECTION 3: Employees displaced or recalled because of operation of the seniority provisions of this Agreement shall receive pay for only those hours worked in the week of such displacement or recall.

SECTION 4: Regular, full-time employees called to work will be provided with a minimum of four (4) hours work or four (4) hours pay at the regular straight-time hourly rate of pay; unless the plant is unable to operate due to the reasons enumerated in Section 1 of this article.

SECTION 5: The Company will notify the union in writing which weeks are to be counted as thirty-two (32) hour weeks, and will post a notice for the employees on the bulletin board.

ARTICLE 3
HOURS OF WORK AND OVERTIME

SECTION 1: The workweek for payroll purposes shall start at 12:01 a.m. on Monday and end at midnight Sunday evening.

SECTION 2: The basic workweek of an employee shall be forty- (40) hours. It is understood and agreed that the basic workweek is not to be interpreted as a guarantee, nor does it restrict the amount of time an employee can be required to work.

SECTION 3: One and one half times the regular rate of pay shall be paid for all hours worked in excess of nine (9) hours in any workday. However, if the plant works three (3) or more workdays within a one workweek, the daily overtime will be paid after eight (8) hours for that workweek. To be eligible for this reduced daily overtime, the employee must work all scheduled hours for that workweek. Time and one-half (1 ½) the regular hourly rate will be paid for all hours worked on the sixth consecutive day of actual work during the work week provided that the employee must have worked all hours as directed on the first five (5) days of that work week. Unscheduled days do not count as a day worked for purpose of computing overtime.

Holiday hours occurring on Monday through Friday for which employees are paid but are not hours worked will be counted as hours worked for the purpose of calculating overtime.

SECTION 4: Benefit hours for which employees are paid, but are not hours worked, will not be counted as hours worked for the purpose of calculating overtime.

SECTION 5: Double the regular rate of pay shall be paid for all hours worked on Sunday, except for those employees regularly scheduled to work on Sunday. These employees shall be scheduled for a day off in lieu of Sunday, and if required to work their scheduled Sunday lieu day, the hours worked will be paid at double their regular rate of pay.

SECTION 6: Shifts commencing one day and ending the following day shall be considered to have been worked on the day the shift commences.

SECTION 7: There shall be no pyramiding of overtime.

SECTION 8: Management will make every effort to notify employees as soon as possible when it is known there will be overtime work so that they may adjust their personal plans. Employees assigned overtime work may be excused only by approval of their Supervisor. Where reasonably possible, the Company will advise the employees by lunchtime of production requirements for that day. For employees not regularly scheduled to work Saturday, the Company will post a tentative Saturday work schedule by 11:00 AM Thursday. This schedule will include the production requirements for that day. However, it is understood that the Company may modify this tentative schedule up until Friday at 11:00 am. Should the Company fail to post a tentative or final work schedule as outlined above employees will not be required to report for Saturday work but may report voluntarily. An employee will advise management when they have an appointment that will prevent them from working overtime as soon as the

appointment is made. Excused time off for the appointment must be approved and granted in writing.

SECTION 9: When overtime work opportunities occur which are outside the department's normal work or work schedule, the overtime work will be offered to qualified employees, utilizing the employees who have signed an overtime list to the extent practical. The employees who do not sign the overtime list are in no way exempted from working any required overtime which is assigned by the Company. Employees that are assigned to a department shall have the right to work any overtime offered in that department before an employee from another department is assigned the work. In the event there are not enough volunteers the company reserves the rights to assign the overtime work by reverse seniority.

ARTICLE 4 **TOOLS, CLOTHING AND EQUIPMENT**

SECTION 1: The Company shall furnish safety devices and equipment, which when furnished, must be worn as a condition of employment.

SECTION 2: The Company will provide those tools the Company deems necessary to perform maintenance job duties.

SECTION 3: The Company will provide at no cost to the employees approved footwear and replace as needed, based on wear and tear. Any disputes regarding the "Wear and Tear" will be addressed at the Labor Management Committee meeting.

SECTION 4: The Company will provide at no cost to the employees a reasonable amount of uniforms to each maintenance employee and will arrange for all uniforms to be laundered. Any disputes regarding the "Reasonable Amounts" will be addressed at the Labor Management Committee meeting.

SECTION 5: The Company will provide prescription safety glasses at no charge to maintenance employees who require prescription eyeglasses. The employee shall supply a current optical prescription to the Company to obtain the prescription safety glasses. There will be a limit of one (1) pair supplied in a rolling twelve (12) month period.

SECTION 6: The Company will provide enough cooler, and freezer suits, for maintenance employees for check-out for work in any cooler, freezer or outside work areas. The Company will assure that these suits and foot wear are in a clean sanitary condition.

SECTION 7: No employee will be required to work in a freezer or cooler area without the equipment noted in Sections 6.

ARTICLE 5
WAGES

SECTION 1: Effective February 1, 2019, the rates of pay are listed in Appendix "A",

A. \$0.40 per hour increase.

B. Effective September 1, 2019, \$0.35 per hour increase.

ARTICLE 6
MEAL PERIODS AND REST PERIODS

SECTION 1: Employees will be granted one (1) paid rest period of fifteen (15) minutes approximately half way through the first portion of their shift but not earlier than two (2) hours or later than three (3) hours from the start of their shift, and a second paid rest period of the same duration, if the day's work schedule exceeds eight and one half (8 1/2) hours. This provision is exclusive of time paid for donning and doffing personal protective equipment.

SECTION 2: Employees required to work in excess of ten and one-half (10 1/2) hours in any one day shall, in addition to their regular pay, receive compensation in the amount of four dollars (\$4.00) for the purpose of purchasing a meal, and shall in addition thereto, receive a twenty (20) minute paid break. This provision is exclusive of time paid for donning and doffing personal protective equipment.

SECTION 3: Employees will receive a thirty-(30) minute unpaid lunch period approximately five (5) hours after the start of their shift. The Company may vary the start of the lunch but not earlier than four (4) hours or later than five and one half (5 1/2) hours from the start of the shift, to adjust for production needs or emergencies. If at the direction of management a mechanic is called off their break or works through their thirty (30) minute unpaid lunch period, they will be paid as if they worked through and be given a paid thirty (30) minute paid break later in the shift. The employee may elect to complete the day's work and receive the above-mentioned amount as additional compensation.

SECTION 4: No employee will be required to work in excess of five and one half (5 1/2) hours without a meal break.

ARTICLE 7
VACATIONS

SECTION 1: Regular full-time employees who have been employed for at least one (1) year and worked at least forty-two (42) weeks during the previous anniversary year will receive one (1) week of vacation with pay which must be taken in the year following their anniversary date of employment.

SECTION 2: Employees who have been employed for at least three (3) years and worked the required forty-two (42) weeks during the previous anniversary year will receive two (2) weeks' vacation with pay each year.

SECTION 3: Employees who have been employed for at least eight (8) years and worked the required forty-two (42) weeks during the previous anniversary year will receive three (3) weeks of vacation with pay each year.

SECTION 4: Employees who have been employed for at least fifteen (15) years and worked the required forty-two (42) weeks during the previous anniversary year will receive four (4) weeks of vacation with pay each year.

SECTION 5: Employees who have been employed for at least twenty (20) years and worked the required forty-two (42) weeks during the previous anniversary year will receive five (5) weeks of vacation with pay each year.

SECTION 6: For employees with at least four (4) years continuous service, vacation pay will be paid as follows:

- A. The rate of pay for each vacation week will be computed on the basis of one fifty-second ($1/52^{\text{nd}}$) of the gross annual earnings of the employee during the twelve- (12) month period immediately prior to his or her anniversary date or forty- (40) hours at the regular straight-time rate at the employee's anniversary date of hire, whichever is greater,
- B. For employees between one (1) year and four (4) years of service, their vacation will be based on forty (40) hours at their regular straight time rate at their anniversary date of hire.

SECTION 7: A vacation will only be earned and taken after the anniversary date.

SECTION 8: Weeks worked for the consideration of the forty-two (42) weeks required will include each week during which the employee received a paycheck, including up to thirteen (13) weeks on Worker's Compensation, pay for vacation, jury duty, and funerals, but excluding weeks off under paid or unpaid sick leave.

SECTION 9: Employees will be paid for vacation time earned only after anniversary date of employment. (Vacation pay will not be paid at any other time.) There will be no pro rata vacation pay upon termination of employment except for any social security age equivalent / disability eligible retirement, or death. An employee may obtain vacation pay at the start of vacation by requesting this at least one week in advance.

SECTION 10: Employees may be required to take unused vacation all at one time, as with a shutdown of operations. With a shutdown of operations, those employees who are not needed to work may be required to take vacation time earned.

SECTION 11: Employees will be given their preference of vacation based on department seniority, provided the vacation so scheduled will not interfere with efficient plant operations. Where employees are performing similar work, those with greater seniority will be given preference as to time of vacation. Management shall determine how many employees may be permitted to be on vacation at the same time without jeopardizing efficiency.

SECTION 12: Employees will be notified on the first week of January that they will need to be prepared to notify the Company of their vacation choices by February 1st. The Company will begin the vacation selection process after February 1st and have it completed and posted by March 1st. Vacations for the months of January and February of the following year should be requested so that the year (for scheduling purposes) runs from March through the following February. Vacation time may be taken in no less than one (1) week increments. Employees that are awarded a vacation period and submit a written request to vacate that vacation period at least forty-five (45) days before the vacation is to start, will be allowed to select any other open week as approved by the Company. The initial vacated vacation period shall be posted for seven (7) regular work days and will be assigned based on seniority and the approval of the Company. In no event can the Company reschedule or cancel an employee's vacation once it is granted.

SECTION 13: If a paid holiday falls during a vacation, the employee will receive an additional day's pay. This shall not be interpreted to mean an additional day off.

SECTION 14: Vacation weeks begin on Monday unless the employee received written permission from Management to begin vacation on another day of the week.

SECTION 15: Unless excused, employees are expected to work weekends preceding their vacation if they are scheduled to work.

SECTION 16: An employee eligible for vacation whose employment is terminated for any reason shall be allowed prorated pay for the vacation for which they had earned.

SECTION 17: To be eligible for vacation pay a person must still be employed on their anniversary date of employment.

ARTICLE 8 **PLANT START-UP**

SECTION 1: The parties agree that the company may alter the start times and bids as a result of the Monday morning plant start-up. The intent of this understanding is that supervision may be used to "Turn-on" the plant but will be to perform the work of the bargaining unit.

SECTION 2: The Union reserves the right to bring any disputes regarding this staffing and "Turn-on" of the plant through the labor management committee and of the grievance procedure.

WAGE APPENDIX "A"

Maintenance Employees hired as of February 1, 2019

APPENDIX "A"- Effective 02/01/2019 Plus \$0.40

GROUP	START	6 months	12 months
Maintenance	15.95	16.25	16.55

APPENDIX "A"- Effective 09/01/2019 Plus \$0.35

GROUP	START	6 months	12 months
Maintenance	16.30	16.60	16.90

SHIFT PREMIUM:

- 1) 2ND Shift \$0.40 per hour
- 2) 3rd Shift If the Company establishes a 3rd shift they will negotiate the shift rate.
- 3) Lead employees will receive \$1.30 more per hour for performing the position.

MEMORANDUM OF UNDERSTANDING
BENEFITS & RETIREMENT PROGRAM

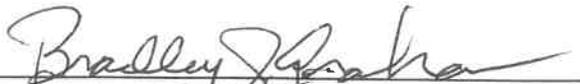
It is agreed to by the parties that the benefits package and 401k retirement savings program listed in Article's 29 & Article 30 will become effective six (6) months from the date of ratification. The parties may mutually extend these time limits in writing. There are to be no laps in coverage's or participation in either PLAN

For the Union:



Teamsters Local Union No. 455

For the Company:



MOUNTAIN STATES ROSEN

English to Spanish

This Contract has been translated into Spanish as a service to our Spanish-speaking members that cannot read or understand English. If a problem arises as a result of this translation, the English version will prevail.

INGLÉS y ESPAÑOL

Este contrato ha sido traducido al español como un servicio a nuestros miembros que hablan el idioma de Español. Si hay algún problema con esta traducción, la versión de Inglés predominará.

MAIN OFFICE LOCATION

Teamsters Local Union No. 455
10 Lakeside Lane
Suite 3A
Denver, CO 80212
Telephone (303) 458-1600
FAX (303) 480-1015

OFICINA PRINCIPAL:

Teamsters Local Union No. 455
10 Lakeside Lane
Suite 3A
Denver, CO 80212
Telephone (303) 458-1600
FAX (303) 480-1015

DO NOT GO SUSPENDED!!!

REMEMBER, IF YOU LEAVE THE INDUSTRY FOR ANY REASON

Termination, Lay-Off, Leave of Absence, etc. Apply for your withdrawal card this must be done within 90 days from the last day worked. This protects your Union status in the event you should ever return to the Industry. Failure to get a withdrawal card will result in **SUSPENSION** from the Union and a reinstatement fee will be charged. **IF YOU LEAVE THE INDUSTRY IT IS YOUR OBLIGATION TO GET A WITHDRAWAL CARD.**

WITHDRAWAL CARD REQUEST FORM

REQUEST FOR WITHDRAWAL CARD FROM TEAMSTERS LOCAL 455

REQUISITO DE CARTA DE SALIDA

DATE/FECHA _____

Name/ Nombre _____

Address/Domicilio _____

CITY, STATE/ CIUDAD, ESTADO

ZIP CODE/ ZONA POSTAL

SOCIAL SECURITY #/ # DE SEGURO

TELEPHONE/ TELEFONO

LAST DAY WORKED/ EL ULTIMO DIA QUE TRABAJO _____
