

LABOR AGREEMENT

By and Between

SWANSON MEATS, INC.

and

**UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL 663**

September 4, 2020

to

September 3, 2022

**United Food & Commercial Workers Local 663
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Contract #39060

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Agreement Between:

**Swanson Meats, Inc.
and
United Food and Commercial Workers Local 663**

THIS AGREEMENT, entered into by and between United Food and Commercial Workers Local 663, hereinafter referred to as the "Union," and Swanson Meats, Inc., hereinafter referred to as the "Employer."

Article I: Union Recognition

The Union shall be the sole collective bargaining representative for the following classifications of full-time and part-time employees: journeyman, knife apprentices, plant men and warehouse, shipping, receiving and drivers.

Article II: Union Security

All present employees who are members of the Local Union on the effective date of this Agreement shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union on the effective date of this Agreement and all employees who are hired after the effective date of this Agreement shall become and remain members in good standing of the Local Union as a condition of employment on or after the thirty-first (31st) day following the effective date of this Agreement or on and after the thirty-first (31st) day following the beginning date of their employment, whichever is later. "Good standing" is interpreted to mean the payment or tendering of initiation fees, periodic union dues and uniform assessments to the Union. Whenever the Union requires the Employer to discharge any employee for failure to join or maintain his/her membership in the Union in good standing in accord with the terms of this Article, the Union will furnish the Employer with written request for discharge. The Employer will discharge any employee covered by this Agreement within ten (10) days after receipt of written request for discharge, unless within said ten (10) day period the delinquent employee pays or tenders his/her delinquent initiation fee and/or delinquent union dues and/or uniform assessments to the Union.

The Employer agrees to deduct amounts equal to dues, initiation fees and assessments from the wages of all workers who sign a deduction authorization form. The Union's Secretary-Treasurer will certify the amounts. The Employer agrees to deduct amounts owed by workers who return from absences due to layoff, sickness, injury, or other reason. The Union will notify the Employer in writing of past amounts that returning workers owe.

Article III: Individual Agreement

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way is contrary to the terms of this Agreement.

Article IV: Hours and Overtime

Section 1: The regular work week shall be Monday through Friday consisting of thirty-two (32) hours from January 1 through April 30; and forty (40) hours May 1 through December 31; any hours worked over forty (40) hours per week shall be paid at the rate of one and one-half (1½) times the regular rate of pay. If a Tuesday through Saturday schedule is needed, it shall be staffed by utilizing reverse seniority by department. If a Sunday through Thursday schedule is needed, it shall be staffed by utilizing reverse seniority by department. All schedules will have two consecutive days off. On Sunday, any work done between the hours of 12:01 a.m. Sunday until Sunday 12:00 p.m. will be paid at double time. Sunday work will be paid at double time except for the Sunday through Thursday schedule. Any employee who is scheduled Monday through Friday and works Saturday will be paid time and one-half (1½) for hours worked on Saturday.

When the Employer desires to work the crew more than eight (8) hours per day, he shall notify the employees by their lunch break, depending on the particular shift affected, unless overtime is a result of failure of second (2nd) shift employees to report to work. If an employee is required to work overtime, he/she shall have phone privileges without loss of pay.

Section 2: The Employer shall guarantee each full-time employee thirty-two (32) hours of work from January 1 to April 30; forty (40) of work from May 1 to December 31 or the equivalent in straight time pay for each week in which the employee is called to work unless the employee is absent from work, called back to work after having been on a layoff, or absent due to a strike. The guarantee will also be suspended if the Company is unable to operate because it is unable to secure raw materials in sufficient quantity with which to manufacture its products or because of an act of God such as, but not limited to, an electrical outage or snow storm. The guarantee will also be suspended in the event a local, state, or federal emergency is declared, or other force majeure occurs. The Employer will meet with the Union to discuss any hours reduction based on the preceding sentence in advance of implementation of same.

Section 3: The company will be allowed to have up to ten (10) part-time employees that will be scheduled a minimum of four (4) hours per shift, Monday through Saturday, with a minimum of fifteen (15) hours and maximum of 31.99 hours scheduled per week. In case of layoff, all part-time employees shall be laid off first before any full-time employee can be reduced or laid off.

Article V: Wages

See Appendix A for rate schedule.

Article VI: Health and Welfare

Section 1: The Employer agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund the schedule of contributions as follows on behalf of any employee who has worked and/or paid for thirty (30) or more hours (full-time).

Effective dates:

September 7, 2020 - \$245.63/week
September 6, 2021 - \$245.63/week

Section 2: The Employer agrees to pay into the Minneapolis Retail Meat Cutters and Food Handlers Health and Welfare Fund the schedule of contributions as follows on behalf of any employee who has worked and/or paid for less than thirty-two (32) hours (part-time).

Effective dates:

September 7, 2020 - \$161.33/week
September 6, 2021 - \$161.33/week

Section 3: The program of benefits of the Plan is as agreed to between the Employer and the Union and will be maintained for the life of the labor agreement. Benefits may be modified by mutual agreement of the board of trustees. The Company's weekly contribution rate shall be limited to the amounts listed above for the term of the agreement; any increases beyond these amounts shall be incurred by the employee.

Section 4: The Employer is bound by the existing Trust Agreement covering the aforesaid Trust Fund and any amendments thereto. Such Trust Fund is jointly administered, is part of this Agreement, and is in lieu of all Employer established programs, including life insurance; or sickness and accident insurance, hospitalization insurance, or any other said forms of insurance now in practice.

Article VII: 401(k)

Section 1: Effective as of the ratification of this Agreement, or implementation of any final offer (whichever is sooner), the Company will no longer have any obligation to contribute to the Minneapolis Retail Meat Cutters and Food Handlers Variable Annuity Pension Plan (VAPP) and the Minneapolis Retail Meat Cutters and Food Handlers Pension Fund.

Section 2: (a) For the first 12 months after ratification, the Company will make a contribution of 3% of the gross bi-weekly compensation to the 401(k) Plan for all bargaining unit employees who were actively employed as of the date of ratification, so long as such employees remain employed by the Company during this 12-month period.

(b) For months 13-24 after ratification, the Company will make a contribution of 3% of the gross bi-weekly compensation to the 401(k) Plan for all bargaining unit employees who were actively employed as of the date of ratification, so long as such employees remain employed by the Company during this 12-month period.

Section 3: Bargaining Unit Employees hired after the date of ratification will be eligible to participate in a 401(k) Plan offered by the Company, on the same basis and under the same terms as made available to non-bargaining unit employees. The Company will provide a match of up to 100% of the first 3% of eligible contributions by such employees. Bargaining Unit Employees who are currently employed, will be eligible for this matching contribution, on the same basis and under the same terms as made available to non-bargaining unit employees, after the time periods referenced in paragraphs (a) and (b) above.

Section 4: The Company reserves the sole and exclusive right to amend the terms of the 401(k) Plan and make any changes relative to administrative of the Plan, including the selection of third-party administrators, so long as such changes are made on a uniform basis for both bargaining unit and non-bargaining unit employees. All collective bargaining and grievances pertaining to the subject matters covered by the Plan shall be governed by its provisions and shall not be subject to the negotiating, grievance or arbitration provisions of this Collective Bargaining Agreement.

Article VIII: Vacations

Section 1: Regular full-time and part-time employees in the continuous employ of the Employer shall receive one (1) week, or forty (40) hours, vacation after one (1) year of service; two (2) weeks, or eighty (80) hours, vacation after two (2) years of service; three (3) weeks, or one hundred and twenty (120) hours, vacation after eight (8) years of service; four (4) weeks, or one hundred and sixty (160) hours, vacation after sixteen (16) years of service; and five (5) weeks, or two hundred (200) hours, vacation after twenty (20) years of service. All employees will be allowed to take vacation in one-half (1/2) or one (1) day increments. One bargaining unit member per every ten (10) employed in a given department may be off on vacation at a time.

Section 2: Full-time employees shall qualify for a vacation after working one thousand six hundred (1,600) hours; he/she will receive one-tenth (1/10) of a full vacation for each one hundred sixty (160) hours worked.

Section 3: Vacations and holidays shall be considered as time worked for the purpose of the vacations.

Section 4: If a holiday falls during an employee's vacation, he/she will receive an extra day's pay.

Section 5: All vacation pay shall be based on the employee's regular straight-time hourly rate of pay at the time vacations are taken.

Section 6: It shall be understood that if it is agreed between the Employer and the employee that those employees who, according to this contract, are entitled to two (2) weeks or more of vacation, it will be permissible for the Employer to pay such employee in lieu of vacation.

Section 7: Employees desiring to take an additional week off without pay may do so by securing the Employer's permission prior to the scheduling of vacations.

Section 8: The Employer shall post by April 1st an employee vacation schedule. Employees will sign for their respective vacation dates. Any disputes will be resolved by seniority, unless otherwise mutually agreed between the grieved employees.

Section 9: An employee will not be allowed to bank (carry over from one anniversary year to another) a greater number of vacation weeks than the number of weeks earned in the year prior. For example: If you earned four (4) weeks your last anniversary year, four (4) weeks would be the maximum number of vacation weeks you can carry into your next anniversary year.

Section 10: Bargaining unit employees who are entitled to 80 hours or more of vacation in a "vacation year" (defined as the 12-month period starting on that employee's anniversary date and ending on the following year's anniversary date) may use up to 80 hours of vacation time for reasons covered by the Minneapolis "Sick and Safe Time" ("SST") ordinance, as follows. In order to be eligible for such "Sick and Safe Time," the employee must have worked at least 80 hours within the geographical boundaries of Minneapolis during this timeframe.

Bargaining unit employees with less than 80 hours of vacation time available, shall accrue "Sick and Safe Time" as follows: 1 hour for every 30 hours worked, up to a maximum of 48 hours in a vacation year. Such hours may be carried over if unused, but at no point will an employee be allowed to have in excess of 80 hours available for Sick and Safe Time Reasons.

Qualifying "Sick and Safe" reasons include;

- Care for the employee's own mental or physical illness, injury, or health condition, including need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or need for preventive medical or health care;
- Care for a family member with a mental or physical illness, injury, or health condition, who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or who needs preventive medical or health care;
- An absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to;
 - a) seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
 - b) obtain services from a victim services organization;
 - c) obtain psychological or other counseling;
 - d) seek relocation due to domestic abuse, sexual assault, or stalking or
 - e) take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking.
- Closure of the employee's place of business by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material or other public health emergency.

- To accommodate the employee's need to care for a family member whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material or other public health emergency.
- To accommodate the employee's need to care for a family member whose school or place of care has been closed due to the inclement weather, loss of power, loss of heating, loss of water, or other unexpected closure.

"Family members" are defined as an employee's:

- Child, meaning a biological, stepchild, adopted, foster, adult child.
- Spouse or registered domestic partner as defined in the Minneapolis Code of Ordinances Chapter 142.
- Additionally, a legally recognized partner is covered per the State and Municipal Leaves Legally Recognized Partner Policy.
- Parent, meaning a biological, step-parent, mother-in-law, father-in-law, guardian.
- Ward
- Sibling
- Grandchild
- Grandparent
- Members of the employee's current household

Section 11: Employees must provide proper notice of SST Absences to their supervisor:

- When the use of SST is foreseeable, the employee shall provide reasonable advanced notification to his/her supervisor 7 days prior to the date of the leave.
- If the absence is unforeseeable, the employee must provide notice as soon as practical and must generally comply with the employee's normal notification policies and/or call-in procedures, provided that these requirements do not interfere with the purposes for which the leave is needed.

Section 12: Eligible employees may use SST after ninety (90) calendar days following the commencement of their employment. For employees who have already been employed for more than ninety (90) calendar days following the effective date of this agreement, such employees may use SST as soon as it is available.

Section 13: Employees may use SST in half-day or full-day increments. Eligible employees using vacation for SST Reasons will be paid at the same hourly rate of pay with the same benefits that they would have earned had they been present at work, including payments for shift differentials, but excluding premium payments for overtime work or work on Saturdays, Sundays, holidays, or scheduled days off. Employees will not be compensated for hours that they were not scheduled to work.

Section 14: For absences of more than 3 consecutive days, the Company may require the employee to provide reasonable documentation of the need for SST. In addition, if there is a pattern of paid sick and safe time abuse, employees may be required to provide certification from their health care provider or other documentation to verify the need for paid sick or safe time. Failure to provide such notice or certification required under this Agreement may result in the denial of SST, as permitted by law.

Section 15: SST hours shall not be paid out on termination of employment for any reason, however, if an employee is rehired by the Employer within 90 days of separation from employment ("rehired employee"), previously accrued but unused SST will be immediately reinstated (up to the maximum of 80 hours). Rehired employees will be allowed immediate use of this time and to accrue additional PST upon rehiring, consistent with the use and accrual limitations of this policy.

Article IX: Seniority

Section 1: Seniority shall be separate between two classifications of employees:
(1) journeyman, apprentice, machine operators; and
(2) plant men, warehousemen, packers and drivers

Seniority shall govern the laying off and recall of employees due to a fluctuation in business volume and change in methods and manufacturing, if the affected employees are qualified to perform the jobs involved. The last employee hired within each classification shall be the first employee laid off. The last employee within each classification laid off shall be the first recalled.

Section 2: Overtime hours shall be divided as equally as possible among employees by department.

Section 3: New employees shall be regarded as probationary employees for a period of thirty-one (31) consecutive calendar days following their date of employment and discharge during such period shall not be subject to question by the Union or the employee. At the expiration of the thirty-one (31) consecutive calendar days, retained employees shall be placed in their proper position of seniority as of their date of hire and thereafter be subject to the terms hereof.

Section 4: Employees shall lose all seniority rights for the following reasons:

- a. The employee quits.
- b. The employee is discharged for just cause.
- c. The employee fails to return for work within three (3) working days after issuance of the Company's notice of recall by certified mail to the last known address of such employee as shown in the Company's records.
- d. The employee is absent for three (3) consecutive days without advising the Company and giving reasons satisfactory to the Company for such absence.
- e. The employee overstays a leave of absence.
- f. The employee gives a false reason for a leave of absence or engages in other employment during such leave.

Section 5: Upon request the Company will supply the Union with a complete seniority list.

Article X: Holidays

Section 1: The following days are recognized by the parties as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and 1/2 day Christmas Eve. If a holiday falls on a Saturday, it shall be observed on a Friday, and if a holiday falls on a Sunday, it shall be observed on a Monday.

Section 2: In addition to the above holidays, all employees shall receive one (1) floating holiday after one (1) year of service, two (2) floating holidays after two (2) years of service, and three (3) floating holidays after eight (8) years of service. Floating holidays shall be taken on mutually agreeable days between employee and employer.

These holidays will be taken on Monday, Tuesday, Wednesday, Thursday or Friday with pay provided. In the event of a controversy, the senior employee shall have preference in selection of his/her day off. No more than one (1) employee out of every ten (10) in the bargaining unit shall be entitled to leave on the same day.

In a week an employee requests to use a floating holiday, the maximum paid hours for that week shall be forty (40) hours unless preapproved by Employer.

Section 3: Each employee who has worked the regularly scheduled workday before and the regularly scheduled workday after the above-mentioned holidays shall receive eight (8) hours pay at his/her regular straight-time hourly rate of pay for all such holidays not worked. Employees required to work on any of the above holidays shall receive their eight (8) hours holiday pay, plus one and one-half (1½) their regular rate of pay for all hours worked on the holiday. The weekly guarantee for weeks in which a holiday falls on a regular workday shall be thirty-two (32) hours. All hours worked over thirty-two (32) hours shall be paid at time and one-half (1½).

Article XI: Rest Periods

Section 1: All employees shall be given a rest period of fifteen (15) minutes for which they shall be paid their regular rate of pay. An additional fifteen (15) minute break shall be added for employees who work more than eight (8) hours per day.

Section 2: Lunch period shall be no longer than one-half (½) hour for all departments.

Article XII: Discharge

No member shall be discharged without good and sufficient cause. In the event of discharge of an employee, the Union shall have the right to contest the discharge of said employee and proof of the cause of dismissal shall be furnished by the Employer. Drunkenness, chemical dependency, dishonesty, and gross inefficiency, insubordination (defined as disobeying a direct work order), theft, fighting, violation of anti-harassment policy (per the Company's handbook) and flagrant safety violations shall be considered grounds for discharge. No employee shall be discharged without first being given a warning. Such warning to be given in writing and a copy of that warning notice sent to the Union office, except in the case of drunkenness, chemical dependency, dishonesty, dishonesty, insubordination (defined as disobeying a direct work order), theft, fighting, violation of anti-harassment policy (per the Company's handbook) and flagrant safety violations when no notice need be given the employee. The Employer agrees that in case of suspension or termination of an employee, a Union representative will be present.

Article XIII: Arbitration

Section 1: Any complaint to be processed under this Article must be registered within ten (10) days by either party of this Agreement except as to the payment or nonpayment of the applicable wage rate (including any premium or overtime rate), vacation, holiday, jury

duty and bereavement pay. Grievances having to do with the payment or nonpayment of the applicable wage rate, vacation, holiday, jury duty or bereavement pay, must be raised within ninety (90) calendar days of the occurrence of the claimed violation of said provisions. The Employer agrees that it has ninety (90) calendar days from the occurrence of an overpayment of wages in which to bring an action to recover same.

Section 2: Any controversy arising over the interpretation of or adherence to the terms and provisions of this Agreement shall be settled by negotiations between an officer of the Union and the Employer or his/her representative. Any controversy which cannot be so settled promptly may be referred to Arbitration. The Bureau of Mediation, State of Minnesota, shall be called upon to furnish a panel of five (5) arbitrators from which the arbitrator will be selected. The panel of five (5) arbitrators furnished by the State Bureau of Mediation will be from its master panel of arbitrators who have experience in grievance arbitration in the private sector. The decision of the arbitrator shall be final and binding on all parties concerned.

Section 3: The expense of the Arbitrator shall be divided equally between the Employer and the Union.

Section 4: There shall be no strike or lockout during the life of this Agreement, except in the case of failure of either party to pursue the arbitration procedure within the time limits specified in the contract for each step of in case of failure to abide by an arbitration award.

Section 5: (a) In the case of any arbitrable issue, failure to comply with any step of the arbitration procedure by either party within the Agreement, shall result in an automatic decision and award by default in favor of the other party, except in cases of extension of time mutually agreed upon.

(b) Failure to comply with the time limits set forth in Steps 1,3,4 and 5 below may result in an automatic decision or award by default in favor of the other party excepting in cases of extension of time mutually agreed upon.

The steps to be followed are as follows:

1. The complaint must be registered in writing within the specified time limits of the particular type of grievance.
2. The Union and Industry members must meet within a ten (10) day period in an attempt to resolve such complaint.
3. If the complaint is not satisfactorily resolved, either party may request arbitration within the next ten (10) day period and shall appoint their member to the arbitration panel. The parties shall appoint their representative to the Board of Arbitration within five (5) days from the date of receipt of such arbitration request.
4. If the parties fail to agree upon a neutral member within the next five (5) day period they shall request a list of five (5) neutral members from the State Conciliator, and select a neutral member within five (5) days after receipt of such panel.
5. The arbitration hearing shall be held within a ten (10) day period unless there is a mutual agreement to extend such hearing or unless the neutral member is not available within such period.

6. The Board must reach a decision within a ten (10) day period unless such time for decision is deferred by mutual agreement.

In each of the above six (6) steps, the days referred to are working days.

Article XIV: Check-Off

The Company will deduct on the first pay day of each month from the wages of its employees who have signed authorization cards, a sum equal to each employee's monthly dues and remit same to the Union at such time along with a list of the employees' names for whom dues check off was made. The Union will furnish the employee with a statement of all initiation check offs.

Article XV: Leave of Absence

- Section 1:** The Employer may grant a leave of absence up to six (6) months. An employee desiring a leave of absence shall make a request of the Employer in writing. When a leave of absence is granted, the Union shall be furnished a copy of same. Employee's failure to return to work immediately at the end of the leave of absence shall result in loss of employee's seniority. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence.
- Section 2:** Time spent on unpaid leave of absence will not be counted as time worked for the purpose of wage computation or other benefits, except as otherwise provided herein. Seniority will continue to accumulate during such leave. Failure to report back to work at the end of a leave of absence shall result in the employee being considered a voluntary quit. Any employee accepting employment elsewhere while on a leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union.
- Section 3:** Personal: Any full-time employee desiring a personal leave of absence from his/her job shall make a written request to the Employer, and if granted, a copy will be sent to the Union. The Employer may grant a personal leave of absence for a period not to exceed six (6) months. Failure to comply with this provision shall be considered a voluntary quit. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence.
- Section 4:** Union Leave: An employee with at least one (1) year of seniority, who is elected or appointed to a full-time union office, shall be granted a leave of absence for the term of such appointment, to a maximum of one (1) year.
- Temporary leaves of absence to attend Statewide National Conventions shall be granted to all Executive Board members and elected delegates of the Union. Leave of absence for Executive Board members for Union business will be granted as needed. Such members shall give their Employer a minimum of one (1) week's notice (except Union emergencies) stating the starting and ending time for such leave. The Employer shall not be required to give a leave for more than one employee from each plant. Such leave of absence shall be without pay or loss of seniority.
- Section 5:** SPUR (Special Project Union Representative) Leave: A leave of absence will be provided for a period of time, not to exceed one (1) year, for an employee requested by

the Union to assist the UFCW International or Local 663 for temporary work as a union representative in the SPUR program. The Union will provide a thirty (30) day minimum notice to the Employer. It is understood that the Union would make contributions necessary to continue the employees' participation to Health/Welfare and Pension programs and pay their wages as provided by the agreement during this leave of absence. For Employers with two (2) or fewer stores, the SPUR leave will be granted only upon mutual agreement of the Employer and the Union.

Section 6: **Military Leave:** The Employer shall grant to employees who are inducted into the military service all the rights and privileges provided for by an applicable Federal or State law. Any employee who is required to take time from work for training or encampment in any military unit shall be granted a leave of absence for such period of time without pay and without loss of seniority. Such employees will not be required to use their vacation for such purposes.

Section 7: **Maternity Leave:** An employee who becomes pregnant while employed by the Employer shall be granted a leave of absence without pay and without loss of seniority commencing on the date her physician advises her that she is physically incapable of performing her regular employment.

The pregnant employee shall give notice of her pregnancy and the expected date of the birth of the child as soon as she has these facts confirmed by her doctor, in no event later than the fourth month of pregnancy. Such employee shall advise the plant manager when her doctor advises her to stop working and shall also advise the plant manager at least one (1) week before she expects to return to work. Her Employer may require a certification from her doctor on any matter pertaining to her physical condition to continue working or the return to work. In no event will a normal maternity leave exceed one year. Reasonable leaves of absence will be granted to employees who adopt children.

Section 8: Employees on leave of absence due to illness or accidental injury may be terminated after one (1) year of continuous absence unless medical evidence indicates they will return to work shortly thereafter, for which an extension of the time necessary may be granted.

Article XVI: Tools and Work Clothes

Section 1: The Employer agrees to furnish all tools and other material needed to carry on necessary work, including aprons, uniforms, canvas gloves, or special work clothes, including rubber boots, if required by the Employer. Such uniforms and work clothes to be laundered at the expense of the Employer. The Employer agrees to pay up to seventy-five dollars (\$75.00) each calendar year for the purchase of work boots or safety footwear. The employee must turn in a receipt to the Employer for reimbursement and will be required to wear such footwear while on the job.

Section 2: Employees who are furnished equipment, tools and other material needed to carry on the work site are responsible for maintaining and returning all items. If such tools or equipment are maliciously damaged, the employee is responsible for the cost.

Article XVII: Bereavement Pay

- Section 1:** Each regular employee on the seniority list shall be entitled to up to a maximum of three (3) days of leave as required, with pay, in the event of a death occurring within his/her immediate family. Immediate family is defined as including only the employee's spouse, child, stepchild, parent, brother, sister, mother-in-law, father-in-law, registered domestic partner; provided, however, that such three (3) day maximum shall include holidays, weekends, vacation time and not be in addition thereto.
- Section 2:** A maximum of one (1) day shall be allowed in the event of death of a regular employee's grandfather, grandmother, or grandchild, subject to the provisions as shown in Section 1 above.

Article XVIII: Jury Duty Pay

- Section 1:** Full-time employees who are subpoenaed for petit jury service shall receive the difference in pay for time lost and the amount received as jury pay, but in no case shall the total pay exceed forty (40) hours pay at the employee's regular straight-time hourly rate of pay. When an employee is released for a day or part of a day, he/she shall report back to work.
- Section 2:** Health and Welfare and Pension Plan payments covered under Articles VI and VII will be maintained during the period an employee is serving on jury duty.

Article XIX: Seasonal Employees

Seasonal, summer employees (May 15 to September 15) may be employed by the Company. These employees shall not have any seniority recall rights under this Agreement and shall not accrue any fringe benefits under such as vacation, holidays, and health and welfare.

Article XX: Temporary Upgrade

The employer will have the ability to temporarily upgrade an employee to a higher job classification. The upgrade employee will receive the appropriate rate of pay for the work performed.

Article XXI: Picket Line Clause

It shall not be construed to be a violation of the Agreement for an employee to refuse to cross a legal picket line of a striking or locked-out Union.

Article XXII: Shop Steward

The Employer shall recognize two (2) Shop Stewards appointed by the Union. However, the performance of his/her duties shall not reasonably affect his/her work and shall not interfere with the operation of business.

Article XXIII: Union Visitation

- Section 1:** Business representatives of the Union shall be admitted to the work rooms at all times employees of the bargaining unit are at work, to collect union dues and to satisfy themselves that the terms of the contract are being complied with, provided the business representative does not interfere with the operations of the Employer.

Section 2: Orientation: The Employer agrees that it will permit Union Representatives and/or Stewards to attend all orientations to discuss for at least thirty (30) consecutive minutes the benefits under the agreement and of Union membership. The Employer agrees to provide the Union three (3) weeks' notice of all orientation sessions, or when three (3) weeks is not practical, as soon as reasonably possible, and will provide the dates, times and locations of all orientation sessions. The Employer also agrees to provide a list of workers including name, address, home phone number, cell phone number, email address, department, job classification, date of hire, social security number, wage rate, work location, hours, and company employee ID number.

Article XXIV: Injury on the Job

Employees on the job shall not be docked for any part of the day in which the injury occurs, PROVIDED A CALL TO THE EMPLOYER IS MADE IMMEDIATELY FROM THE DOCTOR'S OFFICE BY THE DOCTOR'S PERSONNEL NOTIFYING THEM OF THE EXTENT OF THE INJURY OR, IF THE DOCTOR REFUSES TO CALL, THE EMPLOYER WILL ACCEPT A WRITTEN STATEMENT SPECIFYING THE EXTENT OF THE INJURY.

If the injury is not serious, the employee must return to work at once upon leaving the doctor's office. In no instance will the Employer be obligated to pay an employee for more than three (3) eight (8) hour straight-time days at a time. If the employee receives workers' compensation which includes the last two (2) of the three (3) day period, the Employer shall be reimbursed by the employee by the amount of such compensation received.

ARTICLE XXV: General

Section 1: On a detachable part of each paycheck, or on a separate statement, the employee shall be furnished with a complete record as to the time worked, money earned, the deductions made for the period covered by the paycheck. This requirement may be satisfied by an electronic pay statement containing the same information. The Employer will print out pay/direct deposit information upon request.

Section 2: If any provision or part thereof of this Agreement is in conflict with any applicable Federal or State law or regulation, such provision shall be deleted from this Agreement or shall be deemed to be in effect only to the extent permitted by such law or regulation. In the event that any provision of this Agreement is thus rendered inoperative, the remaining provisions shall nevertheless remain in full force and effect.

Section 3: The Employer agrees that it will not discriminate against any worker because of Union membership, support or activity, race, creed, national origin, ancestry, color, sex, gender, gender identity or expression, sexual orientation, age, religion, disability, pregnancy, status with regard to public assistance, marital status, veteran status, or any other category protected under state, federal and local law.

Section 4: The Employer agrees to provide a bulletin board in the facility and will permit the Union to post and maintain any notices pertaining to Union business in connection with employees covered by this Agreement.

Article XXVI: Health and Safety

Section 1: The Employer agrees that it will provide a safe and health workplace and to correct any unsafe condition or safety or health hazard. This includes the Employer's commitment to comply with all federal, state, and local laws and regulations. The Employer agrees to promptly investigate all hazards, unsafe conditions, and accidents brought to its attention and to promptly remedy all hazards and unsafe conditions its investigation reveals.

Section 2: There shall be up to two (2) UFCW Local 663 members along with a Union Representative selected by the Union to participate in Swanson Meat's Health and Safety Committee. The Company shall choose two (2) representatives of its own. This committee will be responsible for reviewing all safety incidents, concerns, planning and evaluation, and will make recommendations for corrective action and improvements. This committee shall meet quarterly, scheduled around business needs, not to exceed three (3) hours in length, with minutes and action items to be posted in the facility.

Article XXVII: Meat Waiver

The Employer may offer full-time employment to Waiver Employees during the period of May 1 through the second Saturday in January. Any employee who accepts such an offer shall receive the applicable rate of pay for the classification in which s/he serves as outlined in Appendix "A" Rates of Pay for the duration of the waiver period. Such employee will sign a waiver guaranteeing him/her a minimum of four (4) hours per week up to a maximum of one thousand two hundred (1,200) hours. The waiver person shall not receive any Health & Welfare, Pension or seniority during their waiver period. A copy of this waiver will be forwarded to the union prior to the employee's commencement of work under the waiver. During the period the employee works under the waiver, he/she will not accrue any full-time benefits other than rate of pay.

ARTICLE XXVIII: Duration

This contract shall remain in effect from September 4, 2020 – September 3, 2022, and from year to year thereafter unless notice is given by either party sixty (60) days prior to expiration of this Agreement of their intent to reopen or terminate.

Swanson's Wholesale Meats, Inc.

By: 

Dated: 9-25-2020

United Food & Commercial Workers Union Local 663

By: Paul Crandall

Paul Crandall, Secretary-Treasurer

Dated: 9/21/2020

Packers, Tumblers, Roll Stocks, Vacuum Cryovac Machines, Warehouse Workers

Time Worked	Effective 9/4/20	Effective 9/4/21
0 - 90 days	\$13.25	\$13.25
After 90 days	\$14.00	\$14.00
After 180 days	\$18.03	\$18.28

Drivers

Time Worked	Effective 9/4/20	Effective 9/4/21
0 - 90 days	\$15.75	\$15.75
After 90 days	\$19.53	\$19.78
Any driver hired after 08/01/17 who has completed their 90 days and does not have a CDL (commercial drivers license) will receive one dollar (\$1.00) less than the top rate until they have completed the training and passed the test. The employee will move to the top rate upon proof of license.	\$18.53	\$18.78

Machine Operators and Helpers

Time Worked	Effective 9/4/20	Effective 9/4/21
0 - 90 days	\$14.00	\$14.00
After 90 days	\$14.75	\$14.75
After 180 days	\$15.50	\$15.50
After 360 days	\$18.78	\$19.03

Knife Apprentice

Time Worked	Effective 9/4/20	Effective 9/4/21
0 - 180 days	\$14.75	\$14.75
After 180 days	\$15.25	\$15.25
After 360 days	\$16.00	\$16.00
After 540 days	\$16.75	\$16.75
After 720 days	\$19.78	\$20.03

Part-time Employee

Time Worked	Effective 9/4/20	Effective 9/4/21
0 – 1040 hours	\$12.75	\$12.75
1041 – 2080 hours	\$13.25	\$13.25
Over 2080 hours	\$14.00	\$14.25

All employees eligible to vote on this Agreement will receive a \$300.00 bonus payable the first payroll period following a successful ratification.

All employees will receive a \$.25 per hour increase in the second year of the Agreement effective September 4th, 2021.

Employees promoted to a higher wage classification shall receive the next highest rate in his/her new classification and progress from that point on based on days worked in the new classification.