

Agreement by and between
UFCW 3000
and
TWIN CITY FOODS, INC.

Effective: 09-05-2021 – 08-31-2024

UFCW3000

Faye Guenther, President • Joe Mizrahi, Secretary-Treasurer

WEINGARTEN RIGHTS

Your Right to Union Representation

You have the right to union representation if you are called to a meeting with management that could lead to discipline.

"I understand that this proceeding is for the purpose of investigating whether I may receive discipline. Therefore, I request that a union representative be present on my behalf before this proceeding continues. If you insist that the proceeding continue without allowing me union representation, I hereby protest your denial of rights guaranteed to me under federal labor law."

Weingarten rights were won in a 1975 Supreme Court decision with these basic guidelines:

-  You must make a clear request for union representation either before or during the interview. Managers do not have to inform employees of their rights.
-  Management cannot retaliate against an employee requesting representation.
-  Management must delay questioning until the union steward arrives.
-  It is against Federal Law for management to deny an employee's request for a steward and continue with an interrogation. In this case, an employee can refuse to answer management's questions.

Discipline? Contract violations?

Call the Member Resource Center

If you or a coworker need help regarding an Investigatory Meeting, are facing Discipline or Corrective Action, or need to report Contract Violations our MRC Representatives will work with you on a plan of action.

Call the Member Resource Center at: 1-866-210-3000

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AGREEMENT

This Agreement effective September 5, 2021 by and between **TWIN CITY FOODS, INC.** herein after designated as "Employer" and **LOCAL NO. 1439 of the UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO**, a non-incorporated association herein designated as the "Union", in behalf of said Union, and in behalf of the members thereof, now employed, and hereafter to be employed by the Employer, collectively designated herein as "Employees".

WITNESSETH:

WHEREAS, the parties hereto desire to establish a standard of conditions under which the employees shall work for the Employer during the term of this Agreement, and desire to regulate the mutual relations between the parties hereto.

NOW THEREFORE, in consideration of the mutual covenants herein entered into, and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1 RECOGNITION

Section 1:

Recognition

United Food and Commercial Workers, Local No. 1439 (the Union) shall be the sole and exclusive collective bargaining representative for employees in the classifications set forth in Schedule A-Wages working for Twin City Foods, Inc. (the Employer) at the Employer's facility currently located at 5405 Industrial Way, Pasco, Washington 99301.

Excluded from the bargaining unit are all other employees including, but not limited to, all salespersons, field persons directing field operations, office and clerical employees, supervisors, executives, seasonal workers, guards, and any and all other employees as may be excluded under the National Labor Relations Act, as amended.

Section 2:

Employee Definitions

- a. Seasonal Workers (Excluded from Bargaining Unit):
 - i. Seasonal workers are those employees hired by the employer, directly or indirectly to work for a finite period of time as specified in iii below.
 - ii. Seasonal employees will be classified as general labor seasonal employees.
 - iii. Seasonal workers typically work from May through October each year, although they may start shortly before May 1 to assist with season-related start-

up work, and/or remain employed beyond October 31 if needed to complete season-related work.

- iv. At end of each season, if there is regular work available and the Employer transfers a seasonal employee to a regular position, the Employer will reclassify the employee(s) and add them to the bargaining unit.
- v. Seasonal workers will operate in concert with, and as a complement to, the bargaining unit workforce, but will not be hired for the purpose of displacing bargaining unit employees.
- vi. Under no circumstances whatsoever may seasonal workers be accreted to the bargaining unit.

b. Bargaining Unit Employees:

- i. Regular Employees are those employees who the Employer hires for bargaining unit positions in those processing, packaging, and warehouse classifications set for in Schedule A-Wages.

ARTICLE 2
UNION MANAGEMENT RELATIONS

Section 1:

No Discrimination

Twin City Foods, Inc. is an Equal Opportunity Employer. There shall be no unlawful discrimination in accord with applicable civil rights laws against any qualified employee in regard to wages, hours, training and working conditions, on account of race, ethnicity, gender, gender identity, sexual orientation, religion, color, age, disability, marital status, national origin, protected veteran status or any other status protected by law. The Employer and the Union shall conform to applicable legislation relating to equal pay for equal work on the basis of sex or discrimination based on sex. The parties recognize their mutual obligations under the Americans' with Disabilities Act and the Washington Law Against Discrimination.

Section 2:

Union Security

1. Membership Required:

- a. Pursuant to and in conformance with Section 8(a)3 of the Labor Management Relations Act of 1947 as amended, it shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement

shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union.

- b. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.
- c. The tendering of initiation fee and periodic dues uniformly required as a condition of retaining membership, shall constitute good standing in the Union for the purpose of this section.
- d. For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date. Each month, the Employer will provide the Union with a seniority list that will set forth, among other things, the names, job classification, and shift for all employees hired in the previous month.
- e. Thereafter, a Union Steward may meet with the recently hired employee(s) on the Employer's premises, but during the employee's non-working time, to discuss their obligations under this Article.

2. Failure to Meet Membership Obligations:

- a. The Union shall notify the Employer and the affected employee in writing of the employee's failure to comply with the provisions of this Article and shall afford each such employee fifteen (15) work days, after the employee has been mailed such notice at their last known address, in which to comply.
- b. If the employee does not comply with the provisions of this Article within the fifteen (15) day period following actual notice, the employee shall be promptly terminated upon written notice of such fact from the Union to the Facility.

3. Dues Authorization and Check-Off:

- a. On a weekly basis, the employer agrees to deduct uniformly required dues and initiation fees from the paychecks of those bargaining unit employees who have submitted valid, written authorization for the Employer to do so.
- b. Each month, the Employer will transmit to the Union authorized dues deductions.
- c. Said deduction authorizations shall be in such form as to conform with Section 302 (c) of the Labor Management Relations Act of 1947.

The authorized initiation fees will be deducted in three (3) equal installments and remitted to the Local Union monthly.

It is understood the Employer is not liable in any manner if the employee is not on the payroll at the time deductions are being processed.

4. Indemnify and Hold Harmless: The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon signed authorization cards furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Articles.

5. Administrative Set-Up: The Employer shall be granted a reasonable period of time to adopt administrative and payroll procedures to accommodate this agreement.

ARTICLE 3
LAYOFFS, HOURS, AND OVERTIME

Section 1:

Layoffs

Where a reduction in the work force is deemed necessary by Management, all layoffs will be done based on seniority, provided the Employees are qualified to do the work available.

Short term layoffs (anticipated to be 90 working days or less) will be made on a seniority basis by the job classifications listed on Schedule A- Wages.

Whenever possible, layoffs will occur at the close of a work week.

Section 2:

Processing Season Defined:

The processing season runs from May 1 through October 31 each year.

Section 3:

Regular Work Week

The workday shall be eight (8) hours or ten (10) hours, depending on the employee's scheduled shift, within each twenty-four (24) hour period 12:00 am through 11:59 pm. commencing with the first starting shift on Sunday.

The payroll week computation runs Sunday through Saturday.

Time worked on Sunday will normally be compensated at one and one half (1½) times the employees regular base wage rate.

At no time will non-worked paid time be paid at time and one-half (1½).

The Employer may propose during the term of this Agreement to schedule all or parts of its operation on a 4-day/10-hour schedule.

Section 4:

1. Overtime:

- a. The Employer has the right to require employees to work overtime as may be necessary to meet operating requirements except as provided herein.
Employees will ordinarily be granted at least one day off per week. Nothing herein shall prevent employees from choosing to work on their day off.
- b. Daily time worked in excess of ten (10) hours (Monday through Saturday) will normally be paid at one and one half (1½) times the employees regular base wage rate.
- c. Time and one-half (1½) shall be paid for all hours worked on Sunday.
- d. After an employee has worked forty (40) straight-time hours in the payroll week, they will be paid time at one and one half (1½) times their regular base wage rate.
- e. Non-worked but compensated hours (for example, vacation, holiday, bereavement, or jury duty) shall not count towards the calculation of overtime.

2. Assignment of Overtime: In the event overtime is required, the employer shall use the following procedures:

- a. Overtime needs known in advance (Scheduled Overtime)
 - i. Overtime needs will be posted with as much advance notice as practicable.
 - ii. The need for overtime will be posted every Wednesday in those places where the Employer regularly communicates with employees.
 - iii. A sign-up sheet for volunteers will be maintained every week at the reception desk until noon each Friday.
 - iv. After the sign-up sheet is removed, the Employer will schedule employees for days and shifts needed.
 - v. If more employees than needed volunteer, the Employer will assign overtime in order of seniority, starting with the most senior employee on the sign-up sheet.
 - vi. If not enough employees volunteer to work overtime, the Employer will assign overtime in inverse order of seniority, starting with the least senior employee(s) until the scheduling need has been met.
- b. Same-day and/or unscheduled overtime needs
 - i. The employer will inform those employees present at work that an overtime need exists.
 - ii. The Employer will first solicit volunteers to work the overtime hours.

- iii. If there are more volunteers than needed, the Employer will assign the overtime in order of seniority, starting with the most senior volunteer.
 - iv. If the Employer remains unable to fill the need with volunteers, the Employer will assign the overtime to the least senior employee(s) present at work.
- c. The Employer will not assign unit employees more than twenty-four (24) hours of overtime in a single workweek.
- i. Employees assigned to work twenty-four (24) hours of unscheduled overtime will be excused from further overtime assignments that week.
 - ii. In those cases where employees are excused from overtime assignments that would exceed twenty-four (24) hours for that week, the Employer will continue assigning overtime in inverse order of seniority, beginning with the employee directly above the last employee excused.
- d. Nothing in this section will limit in any way any employee's ability to volunteer for scheduled or unscheduled overtime.

3. Reporting Pay

- a. All employees who report to work at their regularly assigned times and places and who, for no reason attributed to them, are excused from work, shall be compensated for two (2) hours of pay at their regular rate.
- b. All employees who report to work at their regularly assigned times and places and who begin working but are later excused from working for no reason attributed to them, shall be compensated for at least two (2) hours, or for their hours worked, whichever is greater.
- c. The Employer will make all reasonable efforts to find work for employees as alternative to sending them home. Employees who refuse alternative assignments will not receive reporting pay.
- d. In cases of emergency, unforeseeable circumstances, or other conditions beyond the Employer's control, the Employer reporting pay shall not be required.

4. Cold Storage Work

- a. Cold Storage workers required to work continuously in the cold storage for two (2) hours will be given adequate warm up time.
- b. Such warm-up time must be taken in the cold storage break room.
- c. Cold Storage clothing is furnished to cold storage employees.

ARTICLE 4
WAGES

Section 1:

Wage Increases- All employees covered by this Agreement have been placed in the classifications listed on Schedule A- Wages.

Section 2:

Contract Minimums

1. No employee shall suffer any reduction of their base wage rate by reason of the signing or adoption of this Agreement.
2. The terms of this Agreement are intended to cover only minimums of wages and other employee benefits.
3. The Employer may raise employees' base wage rates and/or improve employee benefits as needed, and later reduce wage rates and benefits to the rate(s) and benefit levels set forth herein without the Union's consent.

Section 3:

Cross-Classification Work

1. Employees involuntarily assigned to perform work exclusively performed by employees in a different classification, and that position has a higher base wage rate, the Employer will pay the employee at the wage rate for the work performed.
2. If the Employer pays the employee at a higher base wage rate, it shall do so only for the time the employee(s) performed the work in the different classification.
3. Employees who volunteer to work in a classification with a lower base wage rate, will be paid the base wage rate for the work performed in that classification.
4. When an employee is assigned to work in a classification that carries a lower rate of pay, said employee shall not have their pay reduced for the first two consecutive days of work in the lower-paying classification. On the third day and thereafter, the employee will be paid at the rate for the work performed.

Section 4:

Evaluations/ Progressions

The employer will evaluate employees to determine their proficiency in performing work assigned to their positions. The evaluation shall begin after the employee passes his/her probationary period. Existing regular employees will be evaluated annually to determine their proficiency. The proficiency evaluations shall determine the employee's progression to the higher paid wage rates within their classifications (i.e., progression from Maintenance Mechanic 3 to 2).

ARTICLE 5
PAY RULES

Section 1:

Pay Information

Pay check stubs shall show hours worked and deductions. All payroll will be by direct deposit every Friday.

Section 2:

Shift Differential

- a. There shall be a fifty cent (\$0.50) per hour shift differential paid to employees normally assigned to the second shift for the hours worked on that shift.
- b. There shall be a fifty cent (\$0.50) per hour shift differential for employees normally assigned to the third shift for the hours worked on that shift.
- c. The shift differential premium for regular hours worked shall be used when computing overtime.

Section 3:

Shifts Defined

- d. First shift employees are those who are scheduled to start work between 5 am and 12:59 pm. First shift employees shall not be paid any shift differential for hours worked, including hours worked past 12:59 pm.
- e. Second shift employees are those who are scheduled to start work between 1:00 pm and 8:59 pm.
- f. Third shift employees are those who are scheduled to start work between 9 pm and 4:59 am.

ARTICLE 6
REST AND MEAL BREAKS

Section 1:

Rest Breaks:

1. Employees shall be allowed a rest period of not less than fifteen (15) minutes on the employer's time in each four (4) hours of working time.
2. Rest periods must be scheduled as near as possible to the midpoint of the four hours of working time.

3. No employee may be required to work more than three (3) consecutive hours without a rest period.
4. Employees may not waive their right to a rest period.

Section 2:

Meal Breaks:

1. Employees who work five (5) hours or less need not be allowed a meal period.
2. Employees who work over five (5) hours or more must be allowed an uninterrupted 30 minute meal period.
3. The 30 minute meal period must be provided between the third and fifth working hour.
4. An employee's meal period begins when they leave their work station to take their break.
5. Meal periods are unpaid as long as employees are completely relieved from duty and receive thirty (30) minutes of uninterrupted mealtime.
6. Meal periods are considered hours of work when the employer requires the employee to remain on premises to act in the interest of the employer.
7. In this case the employer must pay for the meal period and still allow the employee to have a total of thirty (30) minutes during their shift.
8. Employees working three or more hours longer than their scheduled shift shall be allowed at least one (1) 30-minute meal period prior or during the overtime period.

ARTICLE 7
HOLIDAYS

Section 1:

Holidays - The following shall be considered as holidays:

- a. New Year's Day
- b. Presidents Day
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Veterans' Day
- g. Thanksgiving Day
- h. Day Following Thanksgiving Day
- i. Day Before Christmas
- j. Christmas Day

When a holiday falls on a Saturday, it will be observed on the preceding Friday.

When a holiday fall on a Sunday, it will be observed on the following Monday.

Section 2:

Holidays Worked – All employees required to work on any of the above holidays shall be paid time and one-half (1½) their regular rate for all hours worked on the holiday. All employees working on any of the above holidays shall also receive eight (8) hours of holiday pay at their regular rate of pay.

Section 3:

Holidays Not Worked - All employees on the payroll shall be paid eight (8) hours of holiday pay at their regular rate of pay, provided 1) the employee has worked within thirty (30) calendar days prior to the holiday, 2) they report for work and work their entire scheduled shift on the last scheduled day before the holiday, and 3) they work their entire scheduled shift on the first scheduled day after the holiday unless ordered not to report or scheduled off that day. Compensated but not worked time on a holiday will not count towards the calculation of overtime.

ARTICLE 8
VACATION

Section 1:

Generally

Employees may use accrued but unused vacation hours for scheduled and approved time off.

The company may shut the plant down for reasons beyond its control. If this occurs, employees may use their Vacation hours during this period.

Vacation requests must be submitted and pre-approved for all vacation absences. The Employer will respond to the employee within five (5) business days after the employee submits their request.

The Employer may apply an employee's accrued but unused vacation time to an absence, but not for hours covered by state mandated sick leave.

Vacation may be taken in a minimum of eight (8) hour increments and may not be used to avoid an unexcused absence.

Section 2:

Accrual

Vacation is accrued per pay period.

Employees must be on active status to be eligible.

Eligible employees will accrue Vacation hours based upon years of service, as follows:

Years of Service	Per Hours Worked
First three years of service	1.0 Hrs./40 Hrs. Worked
After completion of 3 years of service and before completing 6 years of service	1.538 Hrs./40 Hrs. Worked
After completion of 6 year of service and before completing 14 years of service	2.308 Hrs./40 Hrs. Worked
After completion of 15 year of service	3.077 Hrs./40 Hrs. Worked

Vacation is continually accrued, calculated according to straight-time and overtime hours worked. Vacation hours do not accrue during paid or unpaid leave. Employees accrue vacation during their first year of service but may not use vacation until their first anniversary date.

Section 3:

Carry-Over (Discussion of existing banks)

In Year 1 of this Agreement, employees may carry over up to two hundred (200) hours of accrued but unused vacation time.

In Year 2 of this Agreement, employees may carry over up to one hundred forty (140) hours of accrued but not used vacation time.

In Year 3 of this Agreement, employees may carry over up to one hundred twenty (120) hours of accrued but not used vacation time.

Once the employee reaches the cap, no further vacation will accrue until the threshold is reduced.

Section 4:

Cash-Out

With supervisor and HR approval, employees may choose to “cash out” up to 80 hours, once per calendar year.

The timing of this “cash out” will be determined by the company.

Employees may not cash out Vacation hours if the cash out leaves them with fewer than forty (40) hours of accrued Vacation hours.

After completion of one year of service, a terminating employee will be paid for vacation hours earned but unused in a lump sum amount, minus withholding, and authorized deductions. Vacation cannot be used to extend employment or benefits beyond the last day worked, upon termination or retirement.

The cashed-out vacation time will be paid out on the employee’s final paycheck.

ARTICLE 9
SICK LEAVE

Section 1:

1. Accrual:

- a. Employees will accrue sick leave at the rate of one (1) hour per forty (40) hours worked (i.e., straight time and overtime hours worked).
- b. Paid sick leave does not accrue during any period of paid or unpaid leave.

2. Usage:

- a. Employees may begin using their accrued leave after ninety (90) days of employment.
- b. Employees may only use paid sick leave for the number of hours they were scheduled to work on the day(s) of their absence.
- c. Paid sick leave may be used in 15-minute increments and is paid at the employee’s base wage rate, including shift differential, if the employee is scheduled to receive a particular rate of pay and differential on the day of the absence(s).
- d. Paid sick leave may be used for any of the reasons listed in the Paid Sick Leave Policy in the Twin City Foods Employee Handbook, or as otherwise permitted by law:
 - i. The employee’s or their family member’s
 1. illness,
 2. injury,
 3. disability,
 4. diagnosis, or
 5. treatment
 - ii. that leads to more than three (3) consecutive days of absence from scheduled work must be confirmed by written documentation.

3. If the employee is given work restrictions by his/her physician, the employee must present a copy of those work restrictions to the Human Resources Department upon return to work.
4. Employees scheduled for vacation who get sick may change vacation scheduled to sick leave. In this case, employees may be required to provide a doctor's certificate as to such illness for periods exceeding three days.
5. At no time will accrued sick leave exceed sixty (60) hours, unless additional hours are needed to comply with the Washington Paid Sick Leave requirement of 1 hour for every 40 hours worked.
6. Accrued but unused paid sick leave will be reinstated for an employee rehired within 12 months following termination.

ARTICLE 10 LEAVES OF ABSENCE

Section 1:

General

Leaves of absence may be granted to employees without pay and without loss of seniority. Each case will be considered on its own merits and without illegal discrimination.

Section 2:

Submission of Requests for Leave

Requests for leave of absence will be submitted in writing and signed. Where leaves are granted, permission will be given for a stated duration and purpose, and signed by the Division Manager.

Section 3:

Military Leave

The Employer agrees to abide by applicable federal and state laws regarding military leave and reinstatement.

Section 4:

Bereavement Leave

When death occurs in an employee's immediate family, *i.e.*, current spouse, parent, parent of a current spouse, brother-in-law, sister-in-law, son-in-law, and daughter-in-law, step-parent, child, step-child, brother or sister, grandparent, and grandchild, the employee, upon request, will be excused and paid at their base wage rate or the equivalent of three (3) 8-hour shifts, provided the employee would have been scheduled to work those days.

Paid leave will be for up to three (3) consecutive days; one (1) of which includes the day of the funeral, to be taken either before or after the day of the funeral. No pay shall be made for any

part of the three (3) consecutive days which fall on Saturday, Sunday or paid holiday, unless scheduled to work, part of the employee's vacation or while he/she is not scheduled to work.

Where required travel exceeds 300 miles one way, an employee shall be entitled to two (2) additional unpaid days after the funeral to permit travel time to return.

The employee, when requested shall furnish proof satisfactory to the Employer of the death, his relationship to the deceased, the date and location of the funeral and the employee's actual attendance at such funeral.

When additional time off is needed, the Employer will arrange for a reasonable amount of additional time as an unpaid leave of absence. Hours paid for unworked bereavement leave will not be considered hours worked for weekly overtime calculation.

Section 5:

Family and Medical Leave Act

The Employer, the Union and each employee recognizes their respective rights and obligations under the Family and Medical Leave Act. FMLA leave will run concurrently with any other leave entitlement under this Agreement. The employee may use paid vacation during a family and medical leave.

Section 6:

Jury Duty

If a full-time employee is required to serve on a jury, they shall be paid the difference between jury duty pay and eight (8) hours pay at their base wage rate *provided* that they report for their scheduled shifts as often and for as long as possible consistent with the obligation to be on jury duty.

The employee must submit a copy of the jury duty pay checks and a record of the dates and times served to receive the pay differential.

The Employer's obligation to pay an employee for performance of jury duty shall be limited to a maximum of thirty (30) work days in any calendar year.

In order to receive payment under this Article, an employee must give the Employer prior notice that they have been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the day or days for which payment is claimed.

The provisions of this Article are not applicable to an employee who, without being summoned, volunteers for jury duty.

Hours paid for unworked jury duty will not be considered hours worked for weekly overtime calculation.

Section 7:

Union Business

1. With approval by the Division Manager, employees may take leave outside the Processing Season to participate in Union business as follows:
 - a. Short-term Union Leave -- Any member of the Union whose duties in connection with the Union take them away from the job shall be granted a leave of absence without pay for up to thirty (30) days or less and without loss or accumulation of seniority upon written request by the Union, provided it can be arranged without interfering with the efficient functioning of the organization.
 - b. Long-term Union Leave -- Any member of the Union whose duties in connection with the Union take them away from the job for a period of greater than ninety (90) days shall be granted a leave of absence without pay or benefits. During such leave the employee will continue to accrue seniority upon written request by the Union.
2. No more than one (1) bargaining unit member may be on Union leave at any time.
3. Applications for association leave must be submitted to the Division Manager and the Plant HR Manager. Applications must include the Association's confirmation of the leave, including a general summary of the Association assignment, and the start and end dates for the leave.

ARTICLE 11
SENIORITY

Section 1:

Seniority Defined

Regular employees' seniority is determined by their most recent date of hire by the Employer (Plant Seniority) and the date they started working in a job classification (Job Classification Seniority).

Seniority dates for employees with the same hire date shall be determined alphabetically by the employees' last names.

Employees on an authorized leave of absence or in layoff status shall retain and accumulate seniority during those periods.

Section 2:

Application

Generally: For benefits or benefit accruals under this Agreement, layoffs, recalls, rehiring of employees, filling/bidding for job vacancies, and vacation scheduling, Plant Seniority shall be used, provided the employee is qualified to perform the available work.

For days off, shift preferences, increase or decrease of hours, job classification shall be used provided the employee is qualified to perform the available work.

Regular employees who also have employment history as a prior seasonal employee will be given credit for their seasonal hours worked at Twin City Foods. Paid seasonal hours will be totaled and divided by eight to determine the number of days to be added to the date that they became a full-time employee.

Section 3:

Bidding

1. Employees with more than sixty (60) calendar days seniority are eligible to bid jobs.
2. Posting of Available Shifts and the Award Criteria
 - a. The Employer shall recognize the current department and shift employees work as of the date of ratification. Thereafter, the Employer shall place employees in the department and/or on the shift based on operational need first, and then based on the employee's Job Classification Seniority, as required under Section 2(b) of this Article, if warranted.
 - b. At, or in advance of, the time that an additional shift will operate on a substantially continuous basis (whether such additional shift is a second or third shift of a current crop, the commencement of a new crop or commencement of a substantial repack schedule), employees may express their preferences for shift assignments. The Employer will honor the employees' requests based on Job Classification seniority, provided the requested change(s) will not adversely impact operational needs. Any employee(s) awarded the shift bid based on their seniority shall not bump back and forth between shift assignments, except in the event of a layoff, discontinuance of a shift, or commencement of an additional shift operation.
3. Posting of Available Bargaining Unit Jobs and the Award Criteria
 - a. Job openings shall be posted for a period of seven (7) working days.
 - b. All job postings shall state the job title, the department, a brief description of the principal duties, and the rate of the job.
 - c. Open job positions, including relief positions, will be awarded based on seniority, provided that the Company in its reasonable discretion determines that the most senior applicant possesses the requisite skill and ability to do the job.
 - d. Temporary vacancies (not to exceed twelve (12) weeks), such as vacancies caused by sickness, leave of absence, vacation, etc., will not be subject to the bidding procedure.
 - e. Employees working in a relief position within the classification where the vacancy occurs shall receive first consideration when a permanent position becomes available, regardless of their Plant Seniority, and provided they are qualified and have participated fully in the job bidding process.
4. Disqualification
 - a. During the first ten (10) working days after an employee has been promoted to a different job classification the Employer may disqualify the employee if, in the Employer's discretion, the employee lacks the competence necessary to perform the

- job. In the event the Employer disqualifies the employee, the employee will be returned to their former position.
- b. During the first ten (10) working days after an employee has been promoted to a different job classification, the employee may disqualify themselves if they believe they lack the competence necessary to perform the job. In those cases, the employee may return to their former job, provided their previous job is open. If their former position is no longer open, they may be assigned to any other position for which the employee is qualified.
 - c. The Company shall be the judge as to the competency of employees and as to the reasonableness of an employee's opportunity to establish their competence for a given job; but such judgment shall be reasonably and fairly applied. Employees believed to be incompetent for any operation or job, shall be notified that they will have one (1) last opportunity to display competence for such operation or job before finally being judged to be incompetent by the Company. At the time of this notification, the employee may request to have the Shop Steward, Union Representative, or another Bargaining Unit member present.

Section 4:

Loss of Seniority

- a. Seniority shall be broken and employment terminated by one of the following events:
 - i. Retirement. The Union recognizes that the Company may adopt a policy of retirement consistent with Federal Law. Such a policy must be made known to the Union in written form and be uniformly applied.
 - ii. Discharge for just cause.
 - iii. Resignation or quit.
 - iv. Failure to report for work at the end of an approved leave of absence or extension thereof, upon release by the employee's physician (with or without restrictions), or within time prescribed by law for return following military service.
 - v. Failure to report to work within twenty-four (24) hours after being contacted or within three (3) days after notification is mailed, either certified or registered mail, to the employee's last address shown on Company records, when recalled from layoff, unless failure to report is due to established reason satisfactory to the Company.
 - vi. Failure to report to work for any reason not otherwise protected by state or federal law.

Section 5:

Work Authorization Termination

- a. An employee who is terminated due to the expiration of their work authorization documents, shall be given a grace period to rectify the matter, consistent with federal law.
- b. If the terminated employee is able to supply the company with updated and valid work authorization within the government-mandated time

period, they may be eligible for rehire, but the Employer is not required to rehire them.

- c. If the employee is rehired, their seniority will restart.

**ARTICLE 12
HEALTH AND WELFARE**

Section I:

Plans and Rates:

- 1. Effective January 1, 2022, Health and Welfare benefits, only, will be administered, as follows:

- a. New bargaining unit employees will be eligible for and offered benefits effective the first of the month following completion of 60 days from date of becoming a bargaining unit employee.
- b. Current bargaining unit employees as of January 1, 2022, will qualify for 12 months of continuous benefits beginning January 1, 2022 based on attainment of 1560 compensated hours in the standard measurement period, from November 1, 2020 – October 31, 2021.
- c. Each subsequent year, eligibility for all employees will be measured with the standard 1560-hour measurement.
- d. Qualified employees agree to have premiums withheld from their wages on a pre-tax, weekly basis in accordance with the following schedule to help pay for medical plan coverage:

Coverage-Voluntary Health Insurance Plan	1/1/22 Weekly	1/1/23 Weekly	1/1/24 Weekly
Employee	\$14.70	\$14.70	\$14.70
Employee & Spouse	\$33.72	\$37.72	\$41.72
Employee & One Child	\$33.72	\$37.72	\$41.72
Employee & Two or more Children	\$33.72	\$37.72	\$41.72
Family with One Child	\$33.72	\$37.72	\$41.72
Family with Two or more Children	\$33.72	\$37.72	\$41.72

Coverage-Voluntary Dental Plan	1/1/22 Weekly	1/1/23 Weekly	1/1/24 Weekly
Employee	\$1.05	\$1.05	\$1.05
Employee & Spouse	\$4.05	\$4.05	\$4.05
Employee & One Child	\$2.40	\$2.40	\$2.40
Employee & Two or more Children	\$3.80	\$3.80	\$3.80
Family with One Child	\$5.63	\$5.63	\$5.63
Family with Two or more Children	\$6.67	\$6.67	\$6.67

Coverage-Voluntary Vision Plan B	1/1/21 Weekly	1/1/22 Weekly	1/1/23 Weekly	1/1/24 Weekly
Employee	\$1.70	TBD ¹	TBD	TBD
Employee & Spouse	\$2.71	TBD	TBD	TBD
Employee & One Child	\$2.71	TBD	TBD	TBD
Employee & Two or more Children	\$2.77	TBD	TBD	TBD
Family with One Child	\$4.47	TBD	TBD	TBD
Family with Two or more Children	\$4.47	TBD	TBD	TBD

Coverage-Voluntary Vision Plan C	1/1/21 Weekly	1/1/22 Weekly	1/1/23 Weekly	1/1/24 Weekly
Employee	\$3.11	TBD	TBD	TBD
Employee & Spouse	\$4.97	TBD	TBD	TBD
Employee & One Child	\$4.97	TBD	TBD	TBD
Employee & Two or more Children	\$5.07	TBD	TBD	TBD
Family with One Child	\$8.18	TBD	TBD	TBD
Family with Two or more Children	\$8.18	TBD	TBD	TBD

Section 2:

Eligibility

For this Article, compensated hours for vacation and holiday pay (if the employee was at work within five (5) working days of said vacation or holiday) jury duty, sick pay, and bereavement pay will be considered hours worked for eligibility purposes.

Section 3:

COBRA

Qualified employees may make self-payments in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985.

Section 4:

Maintenance of Benefits: The Company agrees to maintain its Twin City Foods, Inc. Health and Welfare Benefits Plan for employees through the life of this Agreement. However, if the Employer determines that any of its welfare benefits plans will be subject to an excise tax, or any other tax or penalty under applicable law, the Employer and the Union agree to open the contract and meet to negotiate the impact of such determination. Both parties retain all economic recourse pursuant to the contract being open to Health and Welfare impact bargaining.

Section 5:

Retirement (401K Plan)

Bargaining unit employees will be eligible to participate in the Twin City Foods, Inc. 401(k) Plan on any payroll enrollment date following date of hire. Plan participants must complete a year of service to be eligible for Company matching. For eligibility purposes, a "year of service" means a 12-month period, beginning on the employee's hire date, during which the employee works 1,000 or more hours. The 12-month measuring period shifts to the Plan Year (June 1-May 31) if the individual is not credited with 1,000 or more hours during the initial 12 months of employment.

This is a voluntary plan which provides Company matching on employee savings contributions. Each employee contribution of 1% of earnings (up to 6%) will be matched at 1.25% by the Company (up to 7.5%) for a total of 13.5% of earnings contribution opportunity. Employees may elect for employee contributions to be made on a pre-tax or post tax basis. Employer contributions are made on a pre-tax basis.

Twin City Foods, Inc. reserves the right to interpret, amend, modify or terminate any and all of the terms and conditions of the 401(k) Plan. In the event that there is any discrepancy between the terms set forth herein and those in the 401(k) Plan, the 401(k) Plan will control.

Employees should refer to their copy of the Summary Plan Description (SPD) for details on eligibility, enrollment, contribution requirements, vesting, plan benefits and how to access benefits. Employees can obtain a copy of the SPD from and direct questions to the HR Department.

ARTICLE 13
UNION REPRESENTATION

Section 1:

Union Access and Bulletin Board

Union Access

1. Safety and Security:
 - a. Union representatives are required to follow all rules and procedures that apply to non-employee visitors to the facility.
 - b. Specifically, all visiting Union representatives must sign in with the front office, regardless of where on the Employer's property the Union visitors intend to be.

2. Access
 - a. Non-Work Areas:
 - i. Union representatives may access the break rooms that are used by Re-Pack, Processing, and Warehouse employees.

- ii. Union representatives may access to the Employer's parking lots and outside employee break areas that are used by Re-Pack, Processing, and Warehouse workers.

b. Working Areas:

- i. To ensure the safety and security of bargaining unit employees, the Employer's products and property, and others, Union representatives shall not have access to any work areas without prior approval.
 - ii. Union representatives granted access to any work area must be accompanied by a management representative at all times.
3. Other Agreements - The Employer will not enter into any agreement or contract with any employees, individually or collectively, that conflict(s) with the terms and provisions of this Agreement.
4. Union Bulletin Board - The Employer will provide the Union with one (1) Repack breakroom bulletin board to post notices of Union meetings, Union Business and Union elections and appointments. Other notices may be posted only if approved by the Employer.

Section 2:

UNION STEWARDS

The Company will recognize up to nine (9) employees chosen by the Union to serve as Union Stewards.

The Union shall notify the Employer in writing, pursuant to notice provisions of this Agreement, of the names of the Union Stewards and the specific authority of the Union Steward to act on behalf of the Union.

The function of the Union Stewards will be to handle grievances, if requested by the employee, and to ascertain that the terms and conditions of the Agreement are observed.

Stewards generally shall conduct Union business during nonworking time; however, in the event the Employer schedules a meeting at which a Union Steward's presence is required, the Union Steward shall not lose pay as the result of attending such meeting.

Union stewards shall make arrangements with their immediate supervisor before leaving their immediate work area to act in their capacity as a steward.

ARTICLE 14
UNIFORMS AND EQUIPMENT

Section 1:

The Employer will provide employees with the equipment necessary for them to safely and efficiently perform their assigned tasks.

The Employer will provide waterproof footwear in wet production areas.

The Employer will provide employees regularly assigned to work in the following job classifications required uniforms and personal protective equipment (PPE) and will have the uniforms laundered at no cost to employees:

- a. Maintenance employees,
- b. Cold Storage (including freezer bibs and jackets),
- c. Electrical, and
- d. Other classifications the Employer determines are required to wear a specific uniform.

The Employer shall repair or replace uniforms as necessary to address normal wear and tear.

In the event the employee damages or loses their uniform or equipment due to a failure to exercise reasonable care, misuse, or negligence (for example, intentionally misusing equipment, or leaving their uniform or equipment in an unlocked vehicle), the employee will be responsible for the cost of repairs and/or replacement.

Any equipment issued to the employee must be returned upon termination. Failure to do so will authorize the Employer to deduct the value of the equipment from the employee's last paycheck if the Employer elects to do so.

Section 2:

Non-Skid Shoe Reimbursement

Employees will be eligible for one (1) reimbursement, up to fifty dollars (\$50) per contract year, for non-skid shoes that are appropriate for their primary work area. Total reimbursement of \$150 per term of agreement.

- i. To be reimbursed, employees must submit to Human Resources their receipt within thirty (30) days of purchase.
- ii. Employees will not be reimbursed for shoes that do not meet the minimum standards for their work area.
- iii. The Employer will be the sole arbiter as to whether the purchased shoes meet the minimum standards.

The Employer may, in its sole discretion, partner with a third-party vendor to facilitate employee purchases. The duration, structure, scope, and all other material terms of the partnership will be determined by the Employer through its negotiations with the vendor.

The Union agrees that, at least once a month, encourage employees to take advantage of this benefit.

ARTICLE 15
SAFETY AND HEALTH

Section 1:

- a) The Company agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard. This includes the Company's commitment to comply with all federal, state and local laws and regulations. The Company 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.
- b) The Company will provide workers with mutually acceptable orientation and training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials and equipment. The Company agrees to pay workers for attending such orientations and training. The Company will not ask or allow any worker to work or operate any equipment until the worker has received all relevant training.
- c) The Company will furnish, at its expense, safety and protective equipment required or advisable for the protection of workers, including all safety equipment required under state law and/or regulations in each area or department of the plant. Leads and supervisors will be trained on the proper use of CPR and other emergency measures during emergency health events at the plant.
- d) The parties agree to establish a Safety and Health Committee which shall consist of employees from multiple departments and from multiple job classifications to:
 - i. review injuries and illnesses and identify causes and prevention;
 - ii. observe, inspect and propose changes in the workplace; to review and propose changes in safety rules;
 - iii. review layout changes, machine modifications and new equipment and machinery;
 - iv. participate in the development of health and safety programs; to bring health and safety problems to the Company's attention;
 - v. recommend changes in the work environment and procedures; and
 - vi. review, recommend changes to and participate in safety education and training.

- vii. The Safety and Health Committee will hold meetings as often as necessary, but not less than once each month. All meetings will be held during normally scheduled working hours.

- e) The Company agrees to permit Committee members to inspect facility conditions and to bring any hazards or unsafe conditions to the Company's attention. The Company agrees to correct any hazards or unsafe conditions Committee members bring to its attention as soon as possible.

- f) The Company will pay worker Committee members for time lost while acting as Committee members.

- g) In the event a state of emergency is declared by any governmental authority the Company will meet and bargain with the Union over the effects on unit employees and the application of the collective bargaining agreement during the emergency. In its request for bargaining, the Union shall identify the subject(s) about which it seeks bargaining and any specific requests of the Company. For example, the Union should identify requests for additional or different personal protective devices or safety equipment for workers, the provision of free transportation to and from the plant, the provision of additional compensation or paid time off, and the provision of financial assistance with increased childcare needs. Nothing herein shall be construed to diminish the Union's legal right, if any, to seek decisional bargaining under appropriate circumstances.

ARTICLE 16
DISCIPLINE

Section 1:

Just Cause:

The Company will discipline or discharge an employee only for just cause.

For the discipline to be considered valid, it must be issued within ten (10) days of when the Employer learned of the offense.

Section 2:

Corrective Action/Progressive Discipline:

The Employer encourages the application of progressive discipline, where appropriate, and for the purpose of correcting performance issues.

The Company reserves the right to select the level and form of discipline, and/or bypass any method of discipline depending on severity of the infraction or conduct listed below:

- i. Verbal Warning
- ii. First Written Warning
- iii. Second Written Warning
- iv. Suspension
- v. Termination

Section 3:

Severe Misconduct:

In certain cases of severe misconduct the Employer may terminate an employee's employment without warning.

Examples of severe misconduct include, but are not limited to:

- vi. Dishonesty related to a material employment issue;
- vii. possession of dangerous drugs without a prescription, narcotics, or alcoholic beverages on Company premises;
- viii. assaulting an employee or supervisor;
- ix. malicious conduct or sabotage to Company machinery, property, or products;
- x. direct insubordination as to proper work order or direction;
- xi. theft, including time card fraud, or
- xii. if an employee reports to work, or works, under the influence of alcohol, medication for which the employee does not have a prescription, or narcotics.

Section 4:

Written Warnings:

The Union shall not be obligated to process written warnings through the arbitration process of Article XII. The validity of any written warning notice must be sustained by the Company in the processing of any suspension or discharge for just cause case taken through the arbitration process.

All written warnings shall be null and void after twelve (12) months.

Section 5:

Acknowledgement of Disciplinary Action:

A copy of all written disciplinary actions shall be given to the employee.

An employee's signature on written disciplinary action is for the sole purpose of acknowledging receipt thereof; it shall not be used as an admission of wrongdoing.

In the event the employee refuses to sign the disciplinary action, the Employer may note on the disciplinary action the employee's refusal to sign; as an alternative, the employee may designate a union representative, if one is present, to sign as a witness that the document was received.

ARTICLE 17 GRIEVANCE AND ARBITRATION

Section 1:

Definition:

A grievance is defined as a dispute regarding the interpretation and/or application of any specific and provision of this Agreement.

Therefore, the parties agree that this grievance and arbitration procedure will be the exclusive remedy with respect to any Union disputes arising under this Agreement, and no other remedies may be utilized by the parties concerning any dispute involving this Agreement.

Section 2:

Time Limits:

All time periods set forth in this Article will be strictly observed and any noncompliance therewith will mean that the grievance will be dismissed with prejudice.

Time limits may be extended only if the agreement has been reduced to writing signed by authorized representatives of the Parties.

For purposes of this section only, an email exchange confirming the parties' agreement will constitute a written and signed agreement.

The Employer may not assert any grievance is untimely if it has caused the relevant delay(s).

Section 3:

Procedures:

Grievances will be resolved, by authorized Company and Union Representatives, in the following manner.

For contract interpretation or application (non-disciplinary) matters, as a required stage of the grievance and arbitration procedure, any potential grievance must be immediately taken up between the Company supervisor involved, the employee(s) involved, and the Union steward. The parties agree to use their best efforts to resolve the grievance.

1. Step One:

- a. For disciplinary matters, and for contract issues not satisfactorily resolved within seven (7) calendar days of the preliminary meeting, the Union may submit a

written grievance either by hand delivery or email to the Human Resources Manager.

- b. To timely, the grievance must be filed within twenty (20) calendar days of the occurrence of the event upon which the grievance is based.
- c. All written grievances should include the following information:
 - i. Article or Articles of the Agreement allegedly violated;
 - ii. Action or actions claimed to have violated Agreement;
 - iii. Remedies sought; and
 - iv. Persons involved in the grievance.

2. Step Two:

- a. Any grievance not resolved Step One may be discussed in a meeting between the Union representative and the Company representative delegated to resolve such matters, within ten (10) calendar days of the filing of the grievance, or later by mutual agreement.
- b. Within five (5) working days of the Step Two meeting, the Company will provide the Union with its written response to the grievance.

3. Step Three: If the grievance is not resolved at Step Two, or the Employer fails to issue a timely Step Two response, the Union may request that the matter be referred to arbitration.

4. Arbitration Procedures:

- a. The Union must email its written request to refer the matter to arbitration to the Human Resources Manager within seven (7) calendar days of the Step Two response.
- b. If the parties are unable to agree upon an arbitrator within three (3) calendar days of the receipt of the request for arbitration, the Union will request the Federal Mediation and Conciliation Services ("FMCS") to provide the parties with a list of nine (9) arbitrators.
 - i. Within seven (7) calendar days of the parties' receipt of the list, the parties will meet by telephone to alternatively strike names from the FMCS list (the first strike being determined by a coin toss) and the last name remaining will become the arbitrator.
 - ii. If the individual selected is unable or unwilling to serve, the Union will request a new list of nine (9) names from the FMCS and the process will be repeated. Either party has the right to reject the first list sent by the FMCS.

5. Arbitrator's Authority:

- a. The arbitrator will consider and decide the grievance referred to them, and their decision will be final and binding on the Company, the Union, and the employees.
- b. The arbitrator's decision will be in writing, signed and delivered to the respective parties within thirty (30) calendar days after the record has been closed, or a date mutually agreed to by the parties.
- c. If the parties agree, the arbitrator may issue a bench decision.
- d. The arbitrator will have no authority whatsoever to modify, amend, change, alter or waive any provision of the Agreement.
- e. Unless otherwise mutually agreed to, all testimony taken at arbitration hearings

will be under oath. Any FMCS list of arbitrator's fee and the arbitrator's fee and expenses and all other joint fees and expenses of the arbitration (such as the cost of the hearing room) will be split by the parties. All other costs and expenses shall be paid by the party incurring them. The arbitrator will allow briefs if either party so requests.

ARTICLE 18 SAVINGS AND SEVERABILITY

Section 1:

If a court of last resort determines that any provision(s) of this Agreement conflicts with any federal or state law and/or regulations, the relevant provision(s) will be void to the extent and duration of the conflict. In those circumstances, the parties will, within thirty (30) days of the effective date for the governing statute(s) and/or regulation(s), negotiate replacement terms. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 19 MANAGEMENT RIGHTS

Section 1:

MANAGEMENT RIGHTS

1. The Company retains all rights respecting decisions and actions affecting the operation and management of its business where not specifically in conflict with this Agreement.
2. It is agreed that the management of the plant and direction of the working forces, including but not limited to, the right to hire, retire, layoff, suspend, discipline and/or discharge an employee for just cause, to assign jobs, to transfer employees within the plant, to increase and decrease the working force, to establish standards, to determine products to be handled, produced or manufactured, the schedules of production and the methods, processes, and means of production or handling are vested exclusively in the Company, provided this shall not be used for the purpose of discrimination against any employee or to avoid any of the provisions of this Agreement.
3. The Company has the exclusive right under this Agreement to discontinue all or any part of its operation, establish new jobs, eliminate or modify any job classifications in accordance with the provisions of this Agreement, provided employees displaced from jobs, as a result of the Company's exercise of such right, shall be laid off in accordance with the seniority provisions of this Agreement.
4. It is agreed that the Company shall have the right to adopt and enforce reasonable plant rules, working rules, or regulations governing the conduct of employees. Such rules shall be reduced to writing in a form easily read and understandable, and conspicuously posted, and copies shall be made available to employees and sent to the Union.
5. It is agreed that in the event any dispute arises in connection with the exercise of the above rights, and such disputes are submitted to arbitration, the only issue which the arbitrator may decide is whether or not the affected employees were laid off or terminated in accordance

with the provisions of this Agreement, or where a plant rule is involved, the arbitrator may require the Company's rescission of a plant rule which he finds contrary to the expressed provisions of this Agreement. In no case shall the arbitrator have the authority to, or require the Company to, vacate, modify, or change the Company's exercise of its rights.

Section 2:

LOCKOUTS & STRIKES

1. During the Life of this Agreement there will be no strikes, work stoppages, slowdowns, boycotts, or picketing against the Company by the Union nor lockouts by the Employer unless the other party is refusing to comply with a final decision of an arbitrator reached in accordance with the provisions of this Agreement.

ARTICLE 20
TERM AND TERMINATION

Expiration

This Agreement shall become effective September 5, 2021 and shall continue in full force and effect up to and including August 31, 2024 and thereafter from year to year unless either party serves notice in writing upon the other party at least sixty (60) days prior to August 31, 2024, that such party desires to cancel or terminate such Agreement.

It is agreed, however, that where no such cancellation of termination notice is served and the parties desire to continue said Agreement, but desire also to negotiate any changes or revisions in this Contract, such party may serve upon the other a notice, at least sixty (60) days prior to August 31, 2024, advising that such party desires that they revise or change designated provisions of such Agreement.

The respective parties shall be permitted all lawful economic recourse to support their request for such revisions if the parties fail to agree thereon.

Compliance With Agreement – The Employer and the Union agree to comply with the terms and conditions of this Agreement.

Change of Ownership/Succession –


1. This Agreement shall be binding upon the Employer and the Union.
2. If, pursuant to the terms of any sale of the business, the buyer agrees to hire a majority of the Employer's workforce to, for example, avoid any interruption of the operations, the buyer shall be bound by all terms of the Agreement.
3. If, after the close of any transaction, the buyer continues the Employer's business without significant change, and hires as majority of its workforce former bargaining unit employees, the buyer shall be considered a successor employer and shall thereafter have an obligation to recognize the Union as the employees' exclusive collective bargaining represent and, upon request, bargain with the Union over the employees' terms and conditions of employment.
4. During the applicable due diligence period, the Employer will provide any potential buyer, lessor, transferee and/or partner with a copy of this Agreement,

and confirm the Union's status as the unit employees' sole and exclusive collective bargaining representative.

5. The Employer will, upon request by the Union and agreement by the potential successor, facilitate introductions during the due diligence period between Union representatives and representatives for any potential successor.
6. The parties agree that the Employer shall not be held liable in any way, either jointly or severally, for any actions or inactions of the buyer before or after the sale of the Employer's business.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

**FOR THE COMPANY:
TWIN CITY FOODS INC.**

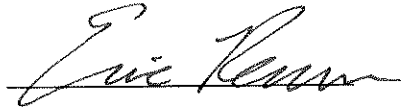


Virgil S. Roehl

9/11/2021

(Date)

**FOR THE UNION:
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL NO. 1439**



Eric Renner

9-13-21

(Date)

SCHEDULE A- WAGES

Classification	Current Rate	Upon Ratification 9/5/2021	1/1/2022	1/1/2023	1/1/2024
B/R Mechanic Lead	\$27.41	\$28.23	\$28.80	\$29.66	\$30.40
B/R Mechanic 1	\$26.39	\$27.18	\$27.73	\$28.56	\$29.27
B/R Mechanic 2	\$23.00	\$23.69	\$24.16	\$24.89	\$25.51
B/R Mechanic 3	\$22.33	\$23.00	\$23.46	\$24.16	\$24.77
B/R Mechanic 4	\$21.32	\$21.96	\$22.40	\$23.07	\$23.65
Electrical Specialist	\$28.42	\$29.87	\$30.47	\$31.38	\$32.17
Electrician 1	\$25.38	\$26.14	\$26.66	\$27.46	\$28.15
Electrician 2	\$24.36	\$25.09	\$25.59	\$26.36	\$27.02
Electrician 3	\$23.35	\$24.05	\$24.53	\$25.27	\$25.90
Electrician 4	\$22.33	\$23.00	\$23.46	\$24.16	\$24.77
Electrician 5	\$21.00	\$21.63	\$22.06	\$22.72	\$23.29
Maintenance Lead	\$29.00	\$29.87	\$30.47	\$31.38	\$32.17
Maintenance Specialty 1	\$27.41	\$28.23	\$28.80	\$29.66	\$30.40
Maintenance Specialty 2	\$25.38	\$26.14	\$26.66	\$27.46	\$28.15
Maintenance Mechanic 1	\$23.35	\$24.05	\$24.53	\$25.27	\$25.90
Maintenance Mechanic 2	\$21.32	\$21.96	\$22.40	\$23.07	\$23.65
Maintenance Mechanic 3	\$20.30	\$20.91	\$21.33	\$21.97	\$22.52
Maintenance Mechanic 4	\$19.29	\$19.87	\$20.27	\$20.87	\$21.40
Maintenance Mechanic 5	\$18.27	\$18.82	\$19.19	\$19.77	\$20.26
Maintenance Utility	\$17.26	\$17.78	\$18.13	\$18.68	\$19.14
Repack Mechanic 1	\$28.42	\$29.27	\$29.86	\$30.75	\$31.52
Repack Mechanic 2	\$26.39	\$27.18	\$27.73	\$28.56	\$29.27
Parts Room Lead	\$20.30	\$20.91	\$21.33	\$21.97	\$22.52
Parts Room Attendant	\$16.24	\$16.93	\$17.27	\$17.79	\$18.23
Polybag Operator 1	\$21.32	\$21.96	\$22.40	\$23.07	\$23.65
Polybag Operator 2	\$19.29	\$19.87	\$20.27	\$20.87	\$21.40
Polybag Operator 3	\$18.27	\$18.82	\$19.19	\$19.77	\$20.26
Polybag Operator Trainee	\$16.24	\$17.78	\$18.13	\$18.68	\$19.14
Printing Press Operator	\$21.32	\$21.96	\$22.40	\$23.07	\$23.65
Printer Helper	\$19.29	\$19.87	\$20.27	\$20.87	\$21.40
Printer Trainee	\$16.24	\$17.78	\$18.13	\$18.68	\$19.14
Production Crew Lead	\$18.27	\$19.57	\$19.96	\$20.56	\$21.07
Repack QA Lab Lead	\$18.27	\$18.82	\$19.19	\$19.77	\$20.26
Repack QA Lab Grader	\$17.26	\$17.78	\$18.13	\$18.68	\$19.14
Bacteria Lab	\$18.27	\$18.82	\$19.19	\$19.77	\$20.26
Repack Crew Lead 1	\$20.30	\$20.91	\$21.33	\$21.97	\$22.52
Repack Crew Lead 2	\$18.27	\$19.88	\$20.28	\$20.88	\$21.41
Mixed Tank Breaker	\$17.26	\$17.78	\$18.13	\$18.68	\$19.14

Case End/Scanner	\$17.26	\$17.78	\$18.13	\$18.68	\$19.14
Tote Teardown	\$17.26	\$17.78	\$18.13	\$18.68	\$19.14
Check Weigh	\$15.73	\$16.93	\$17.27	\$17.79	\$18.23
Repack General Labor Stacking	\$15.73	\$16.72	\$17.05	\$17.56	\$18.00
Repack General Labor	\$15.23	\$16.20	\$16.53	\$17.02	\$17.45
Repack Sanitation Lead	\$19.29	\$19.87	\$20.27	\$20.87	\$21.40
Repack Sanitation	\$18.27	\$18.82	\$19.19	\$19.77	\$20.26
Sanitation Trainee	\$16.24	\$16.93	\$17.27	\$17.79	\$18.23
Sanitizer	\$16.24	\$16.93	\$17.27	\$17.79	\$18.23
Janitor Repack	\$15.23	\$16.20	\$16.53	\$17.02	\$17.45
Janitor Processing	\$14.21	\$15.45	\$15.76	\$16.23	\$16.64
Repack Inventory	\$19.29	\$19.87	\$20.27	\$20.87	\$21.40
Tunnel Operator	\$20.30	\$20.91	\$21.33	\$21.97	\$22.52
Tunnel Operator Trainee	\$16.24	\$16.93	\$17.27	\$17.79	\$18.23
Warehouse Lead 1	\$23.32	\$24.02	\$24.50	\$25.23	\$25.87
Warehouse Lead 2	\$21.32	\$21.96	\$22.40	\$23.07	\$23.65
Warehouse Forklift Operator 1	\$20.30	\$20.91	\$21.33	\$21.97	\$22.52
Warehouse Forklift Operator 2	\$19.29	\$19.87	\$20.27	\$20.87	\$21.40
Warehouse Forklift Operator 3	\$17.26	\$17.78	\$18.13	\$18.68	\$19.14
Warehouse Forklift Operator Trainee	\$16.24	\$16.93	\$17.27	\$17.79	\$18.23
Receiving Operator	\$16.75	\$17.78	\$18.13	\$18.68	\$19.14
Chemical Attendant	\$15.23	\$15.69	\$16.00	\$16.48	\$16.89
Tsunami Operator	\$15.23	\$15.69	\$16.00	\$16.48	\$16.89
Blancher Operator	\$15.23	\$15.69	\$16.00	\$16.48	\$16.89
Washer Operator	\$15.23	\$15.69	\$16.00	\$16.48	\$16.89
Outside Forklift Operator	\$15.23	\$15.69	\$16.00	\$16.48	\$16.89
Peroxidase Operator	\$15.73	\$16.20	\$16.53	\$17.02	\$17.45
Processing Bulk Lab Grader	\$15.73	\$16.20	\$16.53	\$17.02	\$17.45
Knife Sharpener	\$14.21	\$14.64	\$14.93	\$15.38	\$15.76
Truck Unloader	\$15.23	\$15.69	\$16.00	\$16.48	\$16.89
Mezzanine Attendant	\$14.21	\$14.64	\$14.93	\$15.38	\$15.76
Processing Tote Build/Teardown	\$14.21	\$14.64	\$14.93	\$15.38	\$15.76
Cob Saw Operator	\$13.70	\$14.11	\$14.39	\$14.83	\$15.20
Processing General Labor	\$13.70	\$14.11	\$14.39	\$14.83	\$15.20

THE UNION DIFFERENCE

As a union member, you have certain rights at your workplace:

A Voice at Work

Because you have a union, you have a voice at work. A negotiating committee of union members and staff negotiate with management—as equals—over wages, benefits, working conditions, and other issues. The union committee pushes for the issues that union members choose. The result of negotiations is a proposed contract which members vote on before it takes effect.

Right to Union Representation

Every union member has the right to union representation during an investigatory interview that could lead to discipline. This is called your “Weingarten” right, after a Supreme Court case which established the right to representation.

Just Cause for Discipline

The just cause provision in your union contract ensures you have due process in cases of discipline. The just cause standard is a well-defined set of legal rules that involve several different “tests” of a disciplinary action. The tests of just cause provide considerable protection against retaliation, discrimination, or other unfair actions.

The Security of a Union Contract

As a union member, your wages and working conditions are spelled out in writing in a legally-binding union contract. You are not alone at the workplace—instead, you have the security of knowing that your rights are protected by your union contract and backed up by the 50,000 other members of UFCW 3000.

Union Leadership

UFCW 3000 leadership is provided by the member-elected Executive Board. The Executive Board is made of rank-and-file UFCW 3000 members from diverse workplaces, income levels and backgrounds.

My Shop Steward is:

My Union Rep is:

*Building a powerful Union that fights for economic,
political and social justice in our workplaces
and in our communities.*

Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438

Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604

Des Moines: 23040 Pacific Hwy S, Des Moines, WA 98198-7268

Silverdale: 3888 NW Randall Way, Suite 105, Silverdale, WA 98383-7847

Spokane: 2805 N Market St, Spokane, WA 99207-5553

Spokane: 1719 N Atlantic St., Spokane, WA 99205

Tri-Cities: 2505 Duportail St, Suite D, Richland, WA 99352-4079

Wenatchee: 330 King St, Suite 4, Wenatchee, WA 98801-2857

Yakima: 507 S 3rd St, Yakima, WA 98901-3219

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