

Agreement by and between

UFCW 21 and King's Command Foods, LLC



Effective 5/1/2017 - 5/1/2020



YOUR VOICE, YOUR UNION, YOUR CONTRACT

About UFCW 21

UFCW 21 is a large, strong, progressive, and diverse union, representing more grocery workers, retail workers, and professional and technical health care workers than any other union in the state.

With over 46,000 members united, we have the power and resources to take on tough employers, represent members on the job, raise standards in our industries, and support laws that make a difference for working families.

My Union Representative:

My Union Steward:

With a union you and your co-workers have a voice in decisions about your work life—wages, benefits, holidays and vacations, scheduling, seniority rights, job security, and much more. Union negotiations put us across the bargaining table from management—as equals.

A negotiating committee of your co-workers and union staff negotiated this contract. How does the negotiating committee know what issues are important? Union members tell us. The issues raised in contract surveys and proposal meetings help us decide what to propose in contract negotiations. Stewards and union representatives report on issues that arise on the job, talking with members about grievances, problems, and needs. They have a hands-on sense of what the issues are.

The more that union members stand together and speak out with one voice, the stronger the contract we can win. A contract can only take effect after union members have a chance to review the offer and vote on it.

A union is as strong as its members. It's no secret—an active and united membership means a stronger union—which means a better contract.

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2017-2020 AGREEMENT
by and between
KING'S COMMAND FOODS, LLC
and
UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL21

This Agreement is made and entered into by and between King's Command Foods, LLC. (hereinafter referred to as the "Employer" or the "Company") and United Food and Commercial Workers Union, Local 21, (hereinafter referred to as the "Union"). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 - RECOGNITION

1.1 Recognition. The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees employed by the Employer whose job classifications are set forth in this Agreement with respect to rates of pay, hours and other conditions of employment, except and excluding employees represented by Operation Engineers, Local 286, all office personnel, guards, truck drivers and supervisors as defined by the Labor Relations Act of 1947, as amended.

1.2 Union Membership. 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, upon satisfactory completion of the required probationary period following the effective date of this Agreement, become and remain members in good standing in the Union; It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, upon satisfactory completion of the required probationary period, become and remain members in good standing in the Union.

The tendering of initiation fee and periodic dues uniformly required, as a condition of continued membership shall constitute "good standing" in the Union for the purpose of this Article.

The Employer shall discharge any employee as to whom the Union, through its authorized representatives, delivers to the Employer written notice that such employee is not in good standing in conformity with this Article.

1.3 Hold Harmless. The Union shall indemnify and hold the Employer 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 Employer for the purpose of complying with any of the provisions of this Article.

1.4 Shop Stewards. The Employer shall excuse all Union shop stewards for up to five (5) days per calendar year for Union business, provided that these excused absences shall be only for full work days. The Employer shall not compensate the Union stewards during such absences. The shop steward must provide a minimum of ten (10) days' notice of the planned absence in writing. The Union shall be allowed to do "On-Site" training with Stewards, who are "On-The Clock" for up to one (1) hour, once per quarter.

1.5 Monthly Reporting. Each month, the Employer shall provide an electronic report of all new hires and terminations. Such report shall include the employees' first name, middle initial and last name, social security number, address, home and/or cellular phone number, job classification, wage rate, date of hire, date of re-hire or effective date of transfer into the bargaining unit and/or date of termination.

1.6 New Employee Orientation. The Employer agrees to provide up to fifteen (15) minutes of time during each benefits orientation at which a representative of the Union may present information regarding the bargaining unit and the Union. Reasonable notice will be given to the Union in order to facilitate its participation in these meetings.

1.7 Check-Off. King's Command Foods, LLC agrees to deduct from the salary or wages of all staff within the bargaining unit the initiation fee and dues of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which deductions are made, provided, however, prior to making any such deductions, King's Command Foods, LLC shall have received from such staff person on whose account such deductions are made, advance written authorization or assignment to do so. Said deduction authorizations shall be in such form as to conform with Section 302(c) of the Labor Management Relations Act of 1947. 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 purposes of complying with any provision of the Article.

1.8 Active Ballot Club Check-Off. The Employer agrees to deduct contributions in an amount designated by the worker from the paychecks of those workers whose individual written unrevoked authorizations are on file with the Employer and to transmit the amount so deducted to the Union. Said deduction authorization shall be in such form as to conform with governing Federal and State laws applicable to Political Action Committees (PAC). Deductions shall be administered according to guidelines established by the Employer.

ARTICLE 2 - MANAGEMENT OF PLANT

2.1 Subject to the express terms and conditions of this Agreement, the management of the Company and the direction of the work force including the right to hire, assign, schedule hours of work, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline, efficiency and productivity of its employees and the right to relieve employees from duty because of lack of work or for other business reasons; the right to promulgate work rules, work schedules, and personnel policies; the right to determine the extent to which the Company shall be operated and to change such methods or processes or to use new equipment or facilities, including the right to sell or lease its facilities or portions thereof; and the right to extend, limit or curtail its operations is vested exclusively in the Employer. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

ARTICLE 3 - SENIORITY

3.1 Seniority Defined. Seniority shall mean an employee's length of service from most recent date of hire. Seniority shall not apply to an employee until completion of the required ninety (90) calendar day probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority from most recent date of hire. During the probationary period, an employee may be terminated without recourse to the grievance procedure. Seniority shall not apply to temporary employees. Seniority shall include the right of first refusal on overtime and shift transfers.

Former King's Command Inc. Employees: Notwithstanding Section 3.1 (Seniority Defined) above, the seniority date of employees who were employed by King's Command Inc. as of August 3rd, 2014 and hired August 4th, 2014 by American Foods Group, LLC, shall be determined based upon the employee's

length of continuous service with King's Command Inc. measured from the employee's most recent date of hire with King's Command, Inc.

3.1.1 Temporary Workers. The Employer may contract for an individual as a temporary employee for up to two-hundred forty (240) working hours within any 6- month period. Temporary employees are not entitled to any rights or benefits under this Agreement. After four hundred eighty (480) hours, temporary workers shall become permanent workers and shall become members of the Union.

3.1.2 Temporary Worker Reporting. Quarterly the employer will provide to the Union a report of all temporary employees who are or have been working at the facility over the preceding three months. Such report shall include the employee's first name, middle initial and last name, job classification(s), total hours worked, and dates worked.

3.2 Weekend Work. When the Employer has the need to schedule sixth (6th) and seventh (7th) day work, the Employer will post a sign-up sheet divided by shifts (if more than one shift will be scheduled to work) by noon for first shift and 6 PM for second shift on the fourth (4th) working day. The most senior employees will have the right to volunteer for sixth (6th) and seventh (7th) day work first, provided they have the skills needed and physical capability to do the job. Senior employees may select lower classification work with the understanding the pay rate will be based on that classification.

If there are insufficient volunteers, the Employer will schedule the remaining available work in order of inverse seniority, working from the bottom of the seniority list by classifications until all positions are filled. The Employer shall notify employees who are scheduled by the employer to work sixth (6th) and/or seventh (7th) shifts no later than the start of their shift on the fifth (5th) working day. Posting requirements may be waived in situations beyond the control of the Employer.

3.3 Temporary Plant Closure. The assignment of work during any temporary plant closure will also be by seniority.

3.4 Layoff/Recall. Seniority shall be the determining factor in layoff and recall providing the employee is competent, qualified, and physically capable to efficiently perform the required work in the judgment of the Employer. Any dispute concerning the order of layoff or recall from layoff shall be subject to the grievance procedure (Article 15).

3.5 Recall. An employee on layoff shall be required to report for work within forty-eight (48) hours of delivery of notice of recall. Failure to report for work within forty-eight (48) hours will result in termination. Employees on layoff shall be responsible for maintaining current addresses and telephone numbers with the Employer. Failure to comply with the notification and reporting requirements contained herein shall result in termination. At the Union's request, the Employer will provide the call-back list including name, phone number, date and time when the employee was called.

3.6 Termination. Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, ninety (90) consecutive days on layoff, or accepting permanent employment with another employer. A medical disability leave of absence due to an occupational injury exceeding eighteen (18) months will result in termination.

3.7 Seniority Roster. The Employer will post a current seniority list each six (6) months.

ARTICLE 4 – EMPLOYMENT PRACTICES

4.1 Equal Opportunity. The Employer and Union agree that conditions of employment shall be consistent with state and federal nondiscrimination laws.

4.2 Discipline/Discharge. No employee shall be disciplined or discharged except for just cause. The Employer reserves the right to discharge any employee, if in its judgment the work of the employee is not satisfactory. Prior to any suspension or discharge, the Employer will have documented the following with the employee: 1) verbal warning; 2) written warning; 3) final written warning, except no prior written warning need be given if the cause of discharge is related to dishonesty, possession, use, or being under the influence of alcoholic beverages or unlawful drugs on Company premises or during working hours, insubordination, or other gross misconduct.

A copy of all final written occurrence notices and all written performance and disciplinary notices shall be submitted to the Union office no later than seven (7) calendar days from the date the notice was issued. A warning notice shall remain in effect for a period of nine (9) months. The suspension or discharge of an employee during the employee's probationary period shall be at the sole discretion of the Employer.

Any employee suspected of being under the influence of alcoholic beverages or unlawful drugs shall be reviewed by a Medical Review Officer prior to a decision being made on the employee's status.

4.2.1 Internal Security Cameras. The internal security cameras may be used to provide additional information when investigating a bargaining member's action while on Company property. When the review of an internal security camera reveals misconduct by any employee, the Employer may take appropriate disciplinary action where supported by just cause. Employer will make available security recordings of the misconduct if a grievance is filed.

4.3 Protective Clothing. Uniforms or other wearing apparel required by the Company will be furnished and maintained without cost to the employee. Cotton work gloves will be provided by the Employer. Three pairs of cotton gloves will be provided upon employment and replaced when needed. Employees will be responsible for lost gloves. Protective clothing required by a governmental agency for the health and safety of employees will be furnished by the Company. Full-face shields or goggles must be worn by sanitation crew as required by Employer. For members of the sanitation crew only, the Employer will provide boots as needed.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Pay Days. Pay days will be Bi-Weekly (every other Friday).

5.2 Normal Work Day/Work Week. The normal workweek shall consist of five (5) days per week. The normal workday will consist of eight (8) hours per day. No split shifts will be allowed. It is recognized that during peak or low production periods or emergency circumstances, the workweek may be altered as conditions dictate.

The Employer will give a minimum of forty-eight (48) hours' notice in the event of a temporary plant shut-down, except in emergency circumstances beyond the control of the Employer.

5.3 Other Work Schedules. When mutually agreeable to the Employer and the employee, a normal workday may consist often (10) hours when the workweek schedule is based on four (4) consecutive ten (10) hour days. Other innovative work schedules may be established with the consent of the employee involved.

5.4 Meal/Rest Period. All employees shall be entitled to one-half (1/2) hour for lunch on the employee's own time during each workday. By mutual agreement, lunch periods may be extended to one (1) hour with the quitting time lengthened by one-half (1/2) hour. There shall be one (1) fifteen (15) minute rest period for each four (4) hours worked, one scheduled during the first half of the shift, and one scheduled during the second half of the shift. Rest periods shall be scheduled as nearly as practical during the middle of each work period. If an employee is scheduled to work more than two (2) hours beyond the end of the regular straight time shift, the employee shall be given an additional rest period of fifteen (15) minutes at the end of the regular straight time shift

5.5 Overtime. All hours worked in excess of forty (40) hours per workweek measured from Sunday at 12 a.m. to 11:59 p.m. on Saturday shall be paid for at the rate of time and one-half (1-1/2) the contract rate of pay.

5.5.1 Two Hour Notice Pay. Employees shall receive two (2) hours' notice of daily workday extensions of over one (1) hour in length, except in situations beyond the control of the Employer, and twenty-four (24) hours' notice of additional shifts. In the event that the Employer has not provided the employee with notification of a workday extension prior to their last break, employees will be permitted a five-minute break to notify their family/child care providers prior to commencing the work-day extension.

5.6 Report Pay. The Employer will post work schedule for all regular employees before the close of business on the fourth (4th) day of the preceding workweek. Except for emergency situations, the work schedule will not be changed without at least twenty- four (24) hours advance notice to any employee affected by the change of schedule, or notification prior to the employee leaving the plant, whichever is later. Regular full-time and regular part-time employees who report to work as scheduled shall be guaranteed four (4) hours of work that day. Extra employees shall be guaranteed four (4) hours of work on any day they are ordered to report for work. These guarantees shall not apply to Acts of God, power failure or other situations beyond the Employer's control or where the employee requests time off during the workday.

5.7 Meetings. Meetings called by management shall be paid for at the regular rate of pay.

ARTICLE 6 - CLASSIFICATIONS AND RATES OF PAY

6.1 Wage Rates. Job classifications and rates of pay which will be in effect during the term of this Agreement are set forth in Schedule "A" attached hereto and made a part thereof. There will be a Relief Classification for all classifications except Process Worker and Laborer.

6.2 Temporary Assignment. Employees temporarily assigned to a higher rated job classification or lead role as a vacation fill-in or other fill-in shall be paid the higher rate of pay, for all employees who work at least three (3) hours in the higher paid classification providing the employee is qualified to do the job assignments. Higher rates of pay will be calculated based on the total daily hours only.

6.3 Promotional Opportunities. All bargaining unit positions shall be posted for a period of seven (7) work days. Forms will be provided for an employee to indicate his/her interest in the position. After the closing date, no further applications for the position will be considered, except that any employee absent from the workplace due to a scheduled and approved vacation during the period of posting shall have twenty-four (24) hours upon return from vacation to submit the employer's form indicating his/her interest in the position. The selection will be filled in order of seniority from the list of those who bid on the opening. It is understood that 1) the applicant must be able to meet the physical requirements of the job determined by the Company's physical capacity testing and perform those duties outlined in the essential duties category of the job classification with a reasonable amount of training and instruction; 2)

the applicant must meet minimum English proficiency standards, if required by the job opening; 3) the applicant has not received a verbal warning within the last nine (9) months prior to the selection.

6.3.1 Reversion. Promoted employees shall have up to fifteen (15) days to revert to their previously held position and shift with not loss of seniority, pay, or benefit status. The employer shall have up to thirty (30) days to revert a promoted employee to their previous position and shift with no loss of seniority, pay, or benefit status. Employees reverted by the employer shall not be eligible to apply for promotion for a period of twelve (12) months following reversion.

6.3.2 Shift Transfers. Opportunities for shift transfers shall be posted for seven (7) work days. Any employee with one (1) year seniority may request a transfer to an open and available position on a different shift.

6.4 Perfect Attendance Bonus. Each calendar quarter, all full-time employees who have completed the probationary period prior to the beginning of the calendar quarter and who are employed during the entire three (3) month period shall, upon completion of the calendar quarter shall receive a one hundred and fifty-dollar (\$150) bonus for perfect attendance during that three (3) month period. Up to forty hours (40) of extended leave involving state industrial claims will allowed for bonus.

Paid vacations, paid holidays and excused absences shall not be regarded as an "absence" for purposes of this bonus. The approval of excused absences is subject to the sole discretion of the Employer. To be considered for an excused absence, the employee must submit the request in writing to the Employer at least two (2) weeks in advance of the planned absence. Any approval given by the Employer must be in writing.

6.5 Night Shift. Night shift shall be any shift with a start time of 1:00 p.m. and after.

6.6 Training Pay. A \$1.00 per hour premium shall be paid to all employees who are engaged in training another employee for a maximum of two weeks. This premium will be paid based on full day hours only. This will not apply to lead workers.

6.7 Relief Opportunities. Employees seeking relief opportunities shall make a written request to the plant manager. Their letter shall remain on file for twelve (12) months. The selection of relief classifications will be filled in order of seniority from the list of those who bid on relief openings. The relief classifications will be used to fill all full-time positions in Company departments.

ARTICLE 7 - HOLIDAYS

7.1 Paid Holidays. All full-time employees who have completed their probationary period shall receive the following paid holidays subject to the conditions set forth below:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Eve Day
(1) Floating Holiday	Christmas Day

7.2 Eligibility. To be eligible for holiday pay, a full-time employee must work the last scheduled work day prior to and the next scheduled workday following the holiday, unless otherwise agreed to by the Employer. This section shall not apply to bona fide illness or accident. A doctor's certificate or other authoritative verification of illness will be required by the Employer prior to payment of holiday pay.

7.3 Part-Time Employees. Part-time employees who have completed their probationary period and who have averaged twenty (20) or more hours per week during the eight (8) weeks preceding the holiday week shall be eligible to receive four (4) hours of holiday pay, providing the employee works the last work day prior to and the next workday after the holiday.

7.4 Work on a Holiday. Employees required to work on a holiday designated in this Agreement shall be paid regular straight time rate of pay for all hours worked on the holiday in addition to holiday pay. An employee who is required to work on a holiday who fails to report for work will not be entitled to holiday pay unless the employee is incapacitated due to illness or accident.

7.5 Holiday Observance. Holidays falling on Sunday will be observed on the following Monday and holidays falling on Saturday will be observed on the prior Friday.

ARTICLE 8 - VACATIONS

8.1 Vacation. Employees with less than three years of continuous employment shall be entitled to a vacation with pay at the straight time hourly rate based upon the number of compensable hours accrued by the employee during the preceding calendar year:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1200-1599	24
1600 -1999	32
2000 or more	40

Upon completion of the third, fourth, fifth and sixth year of employment, employees shall be entitled to a vacation with pay at the straight time hourly rate based upon the number of compensable hours accrued by the employee during the preceding calendar year:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1200 -1599	48
1600 -1999	64
2000 or more	80

Upon completion of the seventh through fourteenth years of employment, employees shall be entitled to a vacation with pay at the straight time hourly rate based upon the number of compensable hours accrued by the employee in the preceding calendar year:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1200-1599	72
1600-1999	96
2000 or more	120

Upon completion of the Fifteenth and each subsequent year of employment, employees hired on or before August 4th, 2014 (former King's Command, Inc. employees) shall be entitled to a vacation with pay at the straight time hourly rate based upon the number of compensable hours accrued by the employee in the preceding calendar year:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1200-1599	96
1600-1999	120
2000 or more	160

8.2 Vacation Pay. Vacation pay shall be based upon the rate of pay in effect for the employee vacation date. Vacation pay will be paid out on the Employers regular payday for the time the vacation is used.

8.3 Scheduling. The Employer retains the right to schedule vacations in such a way as to ensure the orderly operation of its business. Vacation scheduling preference will be given to employees based on departmental seniority providing employees comply with any vacation scheduling requirements established by the Employer.

8.4 Computation. For purposes of computing hours of paid vacation to be received by full-time employees (forty [40] hours per week employees), working time lost by an employee up to maximum of one hundred sixty (160) hours per year, due to verified cases of sickness or accident, shall be counted as time worked.

8.5 Holiday Falling During Vacation. If one of the paid holidays recognized in this agreement occurs during an employee's vacation, the employee shall receive an extra day's pay in addition to vacation pay or an extra day of vacation, as mutually agreed upon between the Employer and the employee.

8.6 When Vacation Must Be Taken. Earned vacation time must be taken within twelve (12) months following January first. Vacation cannot be carried between years. If vacation is not used before December 31, the employee will forfeit any remaining balance.

8.7 Termination. After completion of one (1) to three (3) years of employment, employees shall be paid upon termination of employment for any vacation benefits earned; provided, however, this provision shall not apply to those employees who are discharged for gross misconduct. Vacation benefits for terminating employees shall be computed as follows:

Upon Completion of	For Each 200 Hours of Work
1 - 3 years of employment	Four (4) hours vacation pay
4 - 6 years of employment	Eight (8) hours vacation pay
7 or more years of employment	Twelve (12) hours vacation pay
15 or more years of employment	Sixteen (16) hours vacation pay

If termination results from the death of an employee, vacation pay earned to date of death shall be made payable to the employee's name and mailed to the last known address.

8.8 Transition to Calendar Year Accrual: The following pro-rata calculation will be used to determine vacation for the current and new employees while making the transition to a calendar year entitlement system. Days will be based on the amount of compensable hours accrued in the preceding months. The calculation will be as follows, (months/12)x? = amount of Pro-rated days. Existing employees will follow the same formula to transition to the calendar year vacation. For the sake of calculating vacation, hours will be converted to days (i.e. 160 hours = 20 days, 120 hours = 15 days, etc.). Pro-rated amount will be reduced by vacation days taken between anniversary date.

8.9 Vacation Pay Out. Each eligible employee may request a vacation pay out. Eligibility is based on the amount of vacation hours (or days) earned the preceding calendar year. The vacation pay out schedule is as follows:

<u>Vacation Earned</u>	<u>Allowed Pay Out</u>
120 hours or more	80 hours (10 Days) payout
80 hours	40 hours (5 days) Payout

ARTICLE 9 - HEALTH AND WELFARE

9.1 Health Insurance. Beginning on the ninetieth (90th) calendar day of continuous employment, the Company will offer medical, Rx, dental and vision insurance coverage to bargaining unit employees.

9.2 Pre-tax Program. Pre-tax program "125," will be set up allowing funds to be deducted before income tax assessment to cover anticipated "out-of-pocket" expenses for deductibles, medical bills, and child care expenses.

9.3 Plan Changes. The above commitment applies to the above benefit only and shall not prohibit or otherwise interfere with implementation of administrative changes by the Employer from time to time, which it deems necessary or desirable in the orderly handling of any of the benefits listed. Such changes may include such things as adoption or modification of rules pertaining to the plan, the adoption or modification of claims procedures, revisions, and forms, or changes in insurance carriers or administrators. The Company will give the Union at least thirty (30) days' notice of any Plan changes. The Union and Company retain their rights to bargain over the impact of any change to the Health & Rx program.

ARTICLE 10 - 401-K PLAN

10.1 American Foods Group, LLC. offers and maintains a Union 401(k) savings plan for employees. The Company will match total eligible contributions as a percentage rate determined by plan trustees yearly.

ARTICLE 11 - LEAVES OF ABSENCE

An unpaid leave of absence may be available to an employee for medical or personal reasons under the guidelines below. If your leave can qualify in more than one (1) category listed below, your period of leave will be counted toward your total entitlement of every category of leave that may apply.

11.1. Family Medical Leave. Family and medical leave will be provided according to state federal and state laws.

11.2 Military Leave. A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

11.3 Pregnancy Disability Leave. Leave will be provided according to federal and state laws.

11.4 Unpaid Leave for Personal Reasons. Under certain circumstances, you may be given a personal leave of absence for a specified period of time. Requests for personal leave will be evaluated based on your work record, your department's staffing needs, and your reason for requesting the leave. The circumstances determine the length of the leave, but a personal leave of absence typically may not exceed thirty (30) days. Employees returning from a personal leave is not guaranteed a return to their former job. If a position is available for which you are qualified, you may apply and compete for that opening. Employees on a leave of absence without FML coverage shall pay the full portion of the Insurance premium while off work. Payments must be made monthly in order to maintain their benefits.

ARTICLE 12 - SICK LEAVE

12.1 Eligibility. Upon completion of ninety (90) days of employment and each succeeding year thereafter, employees shall be eligible for sick leave benefits for bona fide illness or injury. Sick leave will renew annually in January of each year based upon the number of straight time hours worked (including paid vacation and paid holiday hours) by the employee during the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Sick Leave</u>
600-1500	24
1501-1999	32
2000 or more	40

12.2 Sick Leave Pay. Sick leave pay, to the extent it has been earned, shall begin on the first (1st) working day of illness or injury, and the first (1st) working day of hospital confinement or outpatient surgical procedures, and shall continue for each working day of illness or injury thereafter to the extent accrued, and shall be in an amount per day equal to the average number of straight time hours worked per day by the employee during the past twelve (12) months; provided the daily total of sick leave pay under this Section and disability payments provided by the medical insurance plan or state industrial insurance shall not exceed the contract rate for one (1) eight (8) hour day, or exceed forty (40) hours pay in any one (1) week.

12.3 Maximum Accumulation. Sick leave benefits shall be cumulative from year to year, but not to exceed a maximum of one hundred sixty (160) hours.

12.4 Proof of Illness. A doctor's certificate or other authoritative verification of illness will not be required by the Employer for absences of fewer than three (3) days prior to payment of sick leave.

12.4.1 Wellness Leave. Beginning January 2015 and each year thereafter employees with the maximum of one-hundred and sixty (160) hours in their "Sick Leave Bank" will be eligible for two (2) days off with pay. Wellness time off must be taken within twelve (12) months following the employee's anniversary date. Wellness time off cannot be carried between years. If not used during the 12 months following the anniversary date, employees will forfeit any remaining time.

12.5 Abuse/Misuse. Any employee found to have abused sick leave benefits by falsification or misrepresentation shall be subject to discharge or any other disciplinary action deemed appropriate by the Employer. Except for verifiable illness or injury employees using sick leave may be subject to verbal warning (or higher level of corrective discipline depending on the number of occurrences on file).

12.6 Family Leave. As required by federal law, upon completion of one (1) year of continuous employment, any employee who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or child or parent with a serious health condition; or when the employee is unable to work due to a serious health condition. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave.

If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state law, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The Employer may require the employee, or the employee may elect, to use any accrued paid leave time for which the employee is eligible during the leave of absence.

ARTICLE 13 - JURY DUTY

13.1 Jury Duty. After twelve (12) months of employment, employees who are regularly employed twenty-four (24) hours or more per week who are required to serve on jury duty shall be excused from work for the days on which they serve and shall be paid the difference between the fee they receive for such service and the amount of straight time earnings lost by reason of such service up to a maximum of eight (8) hours per day and forty (40) hours per week not to exceed a maximum of three (3) weeks' pay. To be eligible for jury duty pay, an employee who reports for jury duty and who is excused must report back to the Employer indicating the employee's availability for work.

13.2 Witness Fee. Any employee who is required to serve as a witness on behalf of the Employer in any judicial proceeding or investigation shall be compensated at the applicable rate of pay for all hours the employee is in attendance at such investigation or judicial proceeding. Such hours shall count as hours worked for all purposes except for the employee's probationary period.

ARTICLE 14 - FUNERAL LEAVE

14.1 After twelve (12) months of employment, a full-time employee shall be allowed up to three (3) days off with pay for loss of normal scheduled days for work due to the death of a member of the immediate family; provided the employee attends the funeral. Immediate family shall be defined as current spouse (husband, wife or an individual with whom you lived in a relationship substantially similar to a marital relationship), son, daughter, mother, father, brother, sister, mother-in-law, father-in-law and grandparents for both employee and spouse, stepchildren and grandchildren. Funeral leave will be paid only with respect to a workday on which the employee would otherwise have worked and shall not apply to an employee's scheduled day off, holidays, vacation or any other day in which the employee would not have worked. Funeral leave shall be paid at the employee's regular straight time hourly rate upon verification of attendance.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 **Definition.** A grievance is an alleged violation of specific terms of this Agreement by the Company. Any grievance arising under this Agreement, unless expressly excluded from this Article's coverage, will be settled by the parties exclusively according to this Article's terms.

15.2 **Settlement Attempts.** When a grievance arises in the plant, the employee (with or without the Union representative) may attempt first to settle the matter with his/her department manager within ten (10) calendar days of the occurrence. This ten (10) working day period shall run concurrently with the thirty (30) day timeline set forth in article 15.3.

15.3 **Grievance Submission Process.** If the matter is still not resolved, it must be presented to the HR Manager or Plant Manager in writing within thirty (30) days of the occurrence giving rise to the grievance. In the event of the absence of the HR manager and Plant Manager, the thirty (30) day time period will stop during their absence and resume counting the number of days from where it left off upon the return of either the HR Manager or the Plant Manager. Grievances must be submitted on a form provided by the Union and signed by the grievant. The written grievance must contain a description of the conduct complained of, the section of the contract allegedly violated and the relief requested.

15.4 **Grievance Steps.** The Plant Manager, the Human Resources Manager, the grievant, the Union steward, the Union representative and the employee's manager will meet within fifteen (15) days of receipt of the grievance and attempt to resolve it. If the grievance is not resolved, the Company will provide the Union with a written answer to the grievance within five (5) days of this meeting. If the matter is not resolved within fifteen (15) days of receipt of the written answer, either party may proceed to Section 5.

15.5 **Mediations Steps.** Any grievance not resolved under the previous provisions of this Article may be referred to the Bureau of Mediation Services, if mutually agreed to by both parties. The party wishing to submit the grievance to non-binding mediation must do so in writing within fifteen (15) days. If either party declines mediation the other party may request arbitration within the same fifteen (15) day time period. If the parties proceed to mediation and either party wishes to proceed to arbitration, they must, within fifteen (15) days of receipt of the Mediator's recommendations, file a request for arbitration with the other party.

15.6 **Arbitration Steps.** If either party proceeds to arbitration, such grievance submitted to arbitration shall be considered by one of three permanent arbitrators, and the three permanent panel members shall then rotate in sequence from one to the next as said grievances arise, without resort to any further selection or appointment procedures. To determine the order of the initial rotation amongst the permanent panel members, the parties shall flip a coin with the winner choosing the first arbitrator, the loser choosing the second, and thereafter by rotation.

The permanent members of the panel shall be jointly selected initially by agreement between the Union's designated legal counsel/or designee and the Employer's designated legal counsel and/or designee. If the two cannot agree to the panel members within a reasonable amount of time after ratification of this Agreement then each party shall select one panel member and the third will be appointed by requesting from the Federal Mediation and Conciliation Service a list of seven (7) arbitrators. Arbitrator names will be struck alternatively by both parties until one name remains. The Union will be the first to strike. Either party may reject one panel prior to striking, in which case a new panel will be requested. The arbitrator will be notified of his selection and appointment to the panel of arbitrators.

15.7 Grievance Evidence. For any grievance which proceeds beyond Section 5 of this Article, the parties must submit in writing all known evidence bearing on the grievance. This includes, but is not limited to, a description of the subject matter giving rise to the grievance, relevant dates and all witnesses, along with the specific contract clause that has allegedly been violated. Failure to comply with this Section will serve as a bar to the introduction of the evidence by the parties at arbitration. Evidence that is discovered at a later date may be introduced at hearing only if the party discovering the evidence provides the other party written notice of its existence at least ten (10) working days prior to the arbitration.

15.8 Time Limitations. Failure to adhere to this Article's time limitations will permanently bar any further processing of the grievance, including the submission of the grievance to arbitration. However, these time limits may be extended, in writing, by mutual agreement of the parties on a non-precedent setting basis.

15.9 Precedents. Unless the parties agree otherwise in writing, settlement of grievances will operate as a precedent for subsequent situations.

15.10 Arbitration Decision. In rendering a decision, the arbitrator will be governed and limited by the provisions of this Agreement, applicable law, and the expressed intent of the parties as set forth in this Agreement. The arbitrator will have no authority to add to, subtract from, or modify any of the terms and provisions of this Agreement. The arbitrator's decision will be final and binding upon the parties.

15.11 Arbitration Cost. The arbitrator's fee will be shared equally by the parties. Each party shall bear the cost of their own attorney's fees, witnesses, exhibits, etc.

15.12 Limitations of Arbitration. The right to use the arbitration procedure will only be available during the term or written extension of this Agreement. Upon this Agreement's termination, the right to use the arbitration procedure will cease unless the action forming the basis of the grievance arose during the term of the Agreement.

ARTICLE 16 - NO STRIKE-NO LOCKOUT

16.1 No Strike. The Union and its members agree not to sanction, encourage or participate in any strike, sympathy strike, walkout, slowdown or other work stoppage of any nature whatsoever, nor shall it engage in any form of economic pressure or picketing against the Employer during the term of this Agreement. Any employee participating in any strike, slowdown, picketing or other work stoppage during the term of this Agreement shall be subject to immediate discharge.

16.2 No Lockout. The Employer shall not cause nor engage in any lockout of its employees during the term of this Agreement.

ARTICLE 17 - GENERAL PROVISIONS

17.1 Federal and State Laws. This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of other governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provision of the Agreement not declared invalid shall remain in full force and effect for the term of this Agreement. If any provision is held invalid, the Employer and the Union shall, upon sixty (60) days advance written notice by either

party by certified mail, enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

17.2 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the parties.

17.3 Union Access. Business representatives of the Union may, after notifying the Employer, visit the work location of employees covered by this Agreement. Such representatives shall limit their activities to matters relating to this Agreement and so as not to interfere with production or employee duties. The business representative will comply with all normal requirements for visitors to the plant, i.e. sign in, safety apparel, etc.

17.4 Safety Committee. The Union shall have the right to select one employee to serve on the Employer's Safety Committee. The selection process shall be at the sole discretion of the Union. The union selected representative shall qualify and count as an employee elected member.

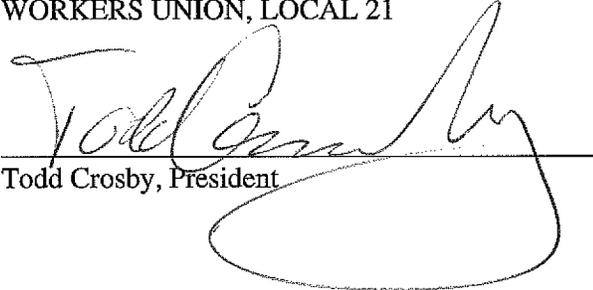
17.5 Work Tools. It shall be the responsibility of the Employer to provide an adequate supply of all tools necessary to complete a day's work. These tools shall remain the property of the Employer. It shall also be the responsibility of the Employer to maintain these tools in proper working condition.

ARTICLE 18 - DURATION

18.1 This Agreement shall become effective upon signature by the Company and Union (following ratification), and shall remain in full force and effect until May 1, 2020, and shall automatically renew itself without change from year to year thereafter, unless either party gives notice to the other by certified mail of its desire to amend, add to, or terminate this Agreement, at least sixty (60) calendar days before the expiration date.

KING'S COMMAND FOODS, LLC

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 21



David M. Paskach, EVP of Human Resources
Rosen's Diversified, INC
American Foods Group, LLC

Todd Crosby, President

Date 2/23/2018

Date 2/13/18

Appendix "A" - WAGE SCHEDULE

Classifications	Hourly Rate of Pay Effective			
	Current	Ratification	10/1//18	8/1/2019
		\$0.35	\$0.35	\$0.35
Head Grinder	\$20.99	\$21.34	\$21.69	\$22.04
Lead Grinder	\$20.09	\$20.44	\$20.79	\$21.14
Assistant Grinder	\$18.52	\$18.87	\$19.22	\$19.57
Helper Grinder	\$17.01	\$17.36	\$17.71	\$18.06
Microwave Operator	\$17.01	\$17.36	\$17.71	\$18.06
Lead Shift Machine Operator	\$20.54	\$20.89	\$21.24	\$21.59
Machine Operator	\$19.55	\$19.90	\$20.25	\$20.60
Machine Operator Helper	\$15.54	\$15.89	\$16.24	\$16.59
Packoff Shift Lead Person	\$18.62	\$18.97	\$19.32	\$19.67
Packoff Line Lead Person	\$18.08	\$18.43	\$18.78	\$19.13
Process Worker	\$14.34	\$14.69	\$15.04	\$15.39
Process Worker Break Crew	\$14.79	\$15.14	\$15.49	\$15.84
Multivac Operator	\$18.08	\$18.43	\$18.78	\$19.13
Samples	\$18.08	\$18.43	\$18.78	\$19.13
Lead Shipping & Receiving	\$19.55	\$19.90	\$20.25	\$20.60
Shipping & Receiving	\$17.55	\$17.90	\$18.25	\$18.60
Laborer	\$14.47	\$14.82	\$15.17	\$15.52
Box Maker	\$14.47	\$14.82	\$15.17	\$15.52
Forklift Operator	\$15.97	\$16.32	\$16.67	\$17.02

Wage increases set forth herein shall become effective at the beginning of the first full payroll period on or after the dates designated and shall not apply to above scale wages.

First Year: Thirty-cent (35¢) increase
 Second Year: Thirty-cent (35¢) increase
 Third Year: Thirty-cent (\$0.35) increase

Night Shift Differential (2nd shift): Employees working this shift will be paid a wage differential of fifty cents (\$0.50) per hour.

Due to changes in production line, new technologies, or any other reason that would require additional job classifications currently not referred to in this Agreement to be established, the Employer agrees that such classifications shall be covered by the terms and conditions of this Agreement. Upon written request by the Union, negotiations shall commence with respect to rates of pay for the newly established classifications.

No bargaining unit member as a result of this Agreement shall suffer a reduction of their current wage. Employees currently employed as Sanitation Workers or Assistant Sanitation Supervisor shall be offered positions within the bargaining unit. Position bidding and selection shall be by seniority. Employees accepting a bargaining unit position with an hourly rate less than that of their current hourly rate will remain at their current hourly rate until such time as the hourly rate in the new position equals or exceeds their current hourly rate. Employees unable to accept a bargaining unit position shall be offered severance equal to 1 week's salary for each year of employment with a maximum severance payment of four (4) weeks salary total. The company will also make payment for (1) full month of COBRA for the affected employee. Employees opting for a severance package must agree not to accept employment with King's Command Foods, LLC or any sanitation company contracted by King's Command Foods, LLC for work being performed at the Kent Washington plant for a period of 6 months.

Ratification bonus of \$450 per employee. Those employees affected by the following language in Appendix A: "Wage increases set forth herein shall become effective at the beginning of the first full payroll period on or after the dates designated and shall not apply to above scale wages," other than sanitation employees, will receive an addition \$250 in ratification bonus money for a total \$700. Current sanitation employees are eligible for the \$450 ratification bonus only, and not the additional \$250.

Appendix "B" - HEALTH INSURANCE

Employees pay monthly premium share for health insurance as follows:

March 1, 2018: 27% A new open enrollment will occur in February 2018 with the 2018 rates taking effect on the first payroll in March 2018

January 1, 2019: 27%

January 1, 2020: 27%

	2017	March 2018	2019	2020
Employee	\$129.15	\$134.36	up to \$142.36	up to \$150.36
Employee + Sp	\$258.29	\$268.72	up to \$282.72	up to \$301.72
Employee + Ch	\$250.62	\$260.74	up to \$272.74	up to \$284.74
Family	\$394.16	\$411.12	up to \$431.12	up to \$451.12

2019 and 2020 represent maximum contribution amounts. Employee rates will not rise above these levels and may be lower than the amounts listed above. Employees will pay 27% of the premium share in 2018, 2019, and 2020 or up to the amounts listed above, whichever is the less expensive total. If total premium costs go down in any plan year relative to the previous year, employees will continue to pay at the 27% rate. The Company will conduct another open enrollment upon ratification to move to agree to rates.

The \$1,550 Traditional Union Plan will be dissolved due to lack of participation effective 12/31/2017.

The company will offer a Wellness incentive of \$2.50 per week for the employee and \$2.50 per week for the employee's spouse who's covered on the plan; provided they meet the eligibility requirements. The Wellness incentive will reduce the employee's monthly contributions accordingly.

Appendix "C" - ATTENDANCE AND TARDINESS PROGRAM

All Employees are expected to be on time, and are expected to work a full shift every day. Regular attendance is essential to the smooth operation of our company and it shows respect for your fellow employees who must do your job in your absence. Whenever an individual employee is not available for work as scheduled, numerous hardships occur.

Necessary work is not completed.

Other employees must fill in for the absent employee, thus, keeping them from completing their own jobs.

Quality and productivity are impaired. The crew as a whole suffers.

Supervisory attention is taken from other areas and turned to patching up the production gaps caused by the absence.

Hard feelings can develop towards the absent employee by coworkers whose performance and are affected by the employee's absence.

Employees who are harmed by a co-worker's poor attendance can start to resent their supervisor, management and the entire company. The employee may feel that management is not taking actions to resolve the problem.

If you will be unable to report to work, or will be late, you must let your supervisor know as soon as you know you will be absent or tardy, and ALWAYS before your scheduled starting time. If your supervisor is unavailable, leave a message with your assistant supervisor. State your reason for being late and also, you're anticipated time or date of return to work.

All absences of three (3) or more days due to illness must be confirmed by a doctor's certificate at the time you return to work or earlier.

Any employee, who fails to notify management two (2) days in a row that they will be absent, will be deemed to have abandoned their job and voluntarily quit.

OCCURRENCES:

Each absence from work is considered one full occurrence. The approval of excused absences is subject to the sole discretion of the employer. To be considered for an excused absence, the employee must submit the request in writing to his/her immediate supervisor, at least two (2) weeks in advance of the planned absence. Any approval given by the supervisor must be in writing.

No illness will count for more than one (1) occurrence, provided the days missed are consecutive. Also, if an employee attempts to return to work from an illness and subsequently misses time within a five-day (5) period as a direct result of the initial illness, (illness must have been verified by a doctor), then the subsequent absence will be considered part of the first occurrence.

Each tardy will be counted as one half (1/2) of one (1) occurrence. In the case of leaving early, less than four (4) hours worked, it will be counted as one (1) full occurrence. If more than four (4) hours have been worked, it will be counted as one half (1/2) of one occurrence. In the event that eight (8) hours have been worked and the employee has a "bona fide reason" for leaving, no occurrence will occur. A "bona fide reason" is defined by mutual agreement between the Union and the Employer; if a mutual agreement cannot be reached the dispute will be settled in accordance with Grievance Procedure - Article 15 of this Agreement.

Absences not regarded as an occurrence are:

Paid vacations.

Paid holidays.

Jury duty as defined in policies.

Funeral leave as defined in policies.

NO FAULT state industrial injury or illness. No Fault is defined as an industrial accident or illness where the employee becomes injured or ill from action(s) where the employee had no direct control over the actions(s) that resulted in injury or illness.

Disciplinary or investigatory suspensions.

Temporary layoffs.

Approved excused absences.

Approved unpaid leaves of absences including FMLA.

Court ordered appearance (employees must notify the employer at least two (2) weeks in advance except in cases where such advance notice is not possible (i.e. random drug testing)).

Military leave.

Medical emergency for an employee or a member of their immediate family that require care at a hospital.

A life threatening medical emergency occurs suddenly, such as an accident or a condition with acute symptoms so severe that absence of immediate attention could reasonably result in:

Placing the employee or a member of their immediate family in jeopardy.

Serious impairment to bodily functions.

Serious and permanent dysfunction of any bodily part or organ.

The employee will be required to provide a medical certificate as proof that the employee or member of their immediate family received care at a hospital.

CORRECTIVE DISCIPLINARY PROCESS:

This section is intended solely to apply to the attendance and tardiness policy. The reason for progressive discipline is not to punish, it is to bring about a positive change in the employee's behavior. The corrective disciplinary process will be directed towards helping the employee with alternative solutions that will help the employee better manage possible time loss and tardy occurrences. It is the employee's responsibility to be here every day, on time; however, the management of King's Command Foods, LLC, will help with solutions to the problem.

The steps in the corrective disciplinary process include the following:

Three (3) occurrences: Documented Verbal Warning

Four (4) occurrences: First (1st) written warning:

Five (5) occurrences: Second (2nd) and Final Written warning: Six (6) occurrences: Discharge:

Once the affected employee has started into the corrective disciplinary process he/she may improve their status by going thirty (30) calendar days without an occurrence, which would remove one (1) occurrence. Example: Affected employee is at four (4) occurrences and goes thirty (30) days without an occurrence. He/she would now have three (3) occurrences. Sixty (60) calendar days without an occurrence, he/she would now have two (2) occurrences. Any employee with five (5) occurrences, on the last calendar day for three (3) consecutive months, will receive an additional occurrence. In the case where an absence from work is three (3) days or less, the thirty (30) day period for removal of an occurrence shall start the day after the first day of work missed, if the absence from work is longer than three (3) days, the thirty (30) day period for removal of an occurrence shall start the day the person returns to work.

Appendix "D" - DRUG AND ALCOHOL POLICY:

King's Command Foods, LLC has a vital interest in maintaining a safe, healthful and an efficient workplace for the benefit of its employees, customers and the public. The use of alcohol and/or performance impairing drugs can cause avoidable injuries, damage to property and productivity losses. Further, to comply with our contracts with school and other governmental agencies, we are required to maintain a drug-free work place.

To ensure a safe and productive work environment, employees are prohibited from:
Unlawfully manufacturing, distributing, dispensing, possessing or using alcohol or controlled substances, or misusing or abusing prescribed or over-the counter drugs while on company premises.
Having present in their bodies during working hours, detectable levels of illegal drugs or alcohol as defined by chart of detectible levels in Drug Testing.

Violating any Federal or State laws relating to drugs or alcohol.

The exception to this policy is the authorized possession, use and transportation of drugs prescribed by a physician, and used according to prescription instructions, unless such use would pose a safety risk to the employee or the public.

As a condition of employment, each employee must:

Abide by this Substance Abuse Policy

Under the Drug-Free Workplace Act, employees must notify King's Command Foods, LLC of any criminal drug statue conviction for a violation of Federal or State law relating to drug or alcohol abuse or possession while on or using Company property no later than five (5) days after such conviction.

Any employee who violates this Substance Abuse Policy will be subject to progressive discipline measures up to and including termination. King's Command Foods, LLC encourages employees to seek treatment for substance abuse problems. King's Command Foods, LLC provides for its employees a confidential Employee Assistance Program. Treatment is available through the company paid Health Insurance.

To inform employees about important provisions of this policy, King's Command Foods, LLC has established a drug-free awareness program. The program provides information on the dangers and effects of substance abuse in the workplace, resources available to employees, and consequences for violations of this policy.

Employees with questions or concerns about substance dependency or abuse are encouraged to use the resources of the Employee Assistance Program. They may also wish to discuss these matters with the Human Resources Manager to receive assistance or referrals to appropriate resources in the community.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all King's Command Foods, LLC policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause King's Command Foods, LLC any undue hardship.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with the Human Resources Manager without fear of reprisal.

DRUG TESTING:

King's Command Foods, LLC is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. To help ensure a safe and healthful working environment, job applicants and employees may, for reasonable suspicion, be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol. Drug testing may also be required for any accident that results in medical care. Refusal to submit to drug testing may result in progressive disciplinary action, up to and including termination of employment.

Drug and Alcohol Testing Policy:

-When the company has a reasonable suspicion that an employee may be affected by drug and/or alcohol, a test may be conducted immediately. Union representatives including shop stewards will be notified.

-Employees suspected for being unfit for duty will be escorted by a supervisor or designated King's Command Foods, LLC representative to the authorized testing facility. The employee's cooperation with the escort and the collection procedures will be required.

-King's Command Foods, LLC may require an employee who is involved in or contributed to an accident to be tested, if there is reasonable cause to believe that the accident may have resulted from drug and alcohol use.

-Refusal to cooperate in the collection/testing process or refusal to take the test will result in progressive discipline, up to and including termination.

Testing:

-To ensure the quality of the testing program is the highest, any confirmation laboratory selected by King's Command Foods, LLC to perform the GC/MS testing will be certified by the Substance Abuse and Mental Health Services Agency (SAMSHA) and/or the College of American Pathologist Forensic Urine Drug Testing Program (CAP-FUDT).

Confidentiality:

-Only those authorized to receive the results will be allowed to discuss these results with the Human Resources Manager or employee. Individuals within King's Command will be notified of the results on a limited need -to-know basis.

-Kings Command Foods, LLC will engage the services of a Medical Review Officer (MRO) to review positive or non-valid tests results and to discuss these results with employees and report these tests to the Human Resources Manager. The MRO will have the authority to order an additional test if this is required.

-No laboratory or initial screen tests results will be included in personnel folder. Information will be in a separate confidential file.

-Drug and Alcohol tests results will be released to a decision maker in a law suit, grievance or other proceeding (such as a Workers' Compensation or Unemployment Insurance Claim) initiated by or on behalf of the donor.

Use of prescription drugs:

-In the event the employee is under the care of a physician and is taking prescribed medication, which might impair his or her ability to perform a job safely or effectively, the employee must inform the Human Resource Manager in advance of starting work. It is at the MRO's discretion as whether the employee may continue to perform the normal assigned duties or be reassigned to other duties (if available) until the employee provides a physician release to perform normal duties.

DEFINITIONS:

ALCOHOL-Beer, wine and all other items of distilled liquor containing ethyl alcohol.

DRUG - Depressants, stimulants, narcotics, hallucinogens, cannabis, and any other substance (other than alcohol) that has known mind or function altering effects on person, including psychoactive substances prohibited or controlled by Federal or State controlled substance laws.

PRESCRIBED DRUGS - Any substance, prescribed for use by the employee by licensed medical practitioner, capable of impairing the judgment of or the ability of the employee to safely perform his/her duties.

REASONABLE SUSPICION -A suspicion that is based on specific personal observations that can be described, including but not limited to such indicators as an employee's manner, disposition, muscular movement, general appearance, behavior, breath or clothing odor or poor or declining job performance, unusual attendance patterns, erratic or uncharacteristic behavior.

UNDER THE INFLUENCE:

An employee's test results register at or above the following detection level.

DETECTION LEVELS

Drug	Initial	Confirmation
Amphetamines	1000NG/ML	500NG/ML
Opiate Metabolites	300NG/ML	300NG/ML
Cocaine Metabolites	300NG/ML	150NG/ML
Phencyclidine	25NG/ML	25NG/ML
Marijuana Metabolites	100NG/ML	15NG/ML
Alcohol	.04BAC	.04BAC

The Employee Assistance Program (EAP) provides confidential counseling and referral services to employees for assistance with such problems as drug and/or alcohol abuse or addiction. It is the employee's responsibility to seek assistance from the EAP prior to reaching a point where his or her judgment, performance, or behavior has led to imminent disciplinary action. Participation in the EAP after the disciplinary process has begun may not preclude disciplinary action, up to and including termination of employment.

Questions concerning this policy or its administration should be directed to the Human Resources Manager.

Appendix "E" - JOINT LABOR/MANAGEMENT COMMITTEE

There shall be established a Joint Labor Management Committee made up of an equal number of representatives from the employees and management, and a representative of the Union. The Union will choose a shop steward representative and they will not be denied attendance at these meetings. Labor Management meetings shall be for the purpose of maintaining communications in order to cooperatively discuss and resolve problems of concern to the parties. These meetings will be on a quarterly basis during work hours on the employer's premise.

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 46,000 other members of UFCW 21.

Statement of Your Right to Union Representation (Weingarten Rights)

“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.”

Know Your Rights:

- Fair Treatment and Respect
- Family and Medical Leave
- Union Representation

**Learn more about your
rights:**

www.ufcw21.org

*Our mission: building a powerful Union that fights for economic,
political and social justice in our workplaces and in our communities.*

VISIT UFCW21.ORG:

SCHOLARSHIP INFO | BARGAINING UPDATES | STEWARD TRAININGS | HELPFUL MEMBER
RESOURCES | ACTIONS INFORMATION ON YOUR RIGHTS | AND MORE...

UFCW 21

Todd Crosby, President • Faye Guenther, Secretary-Treasurer

**Seattle: 5030 First Ave S, Suite 200, Seattle, WA 98134-2438
Phone 206-436-0210 / 800-732-1188, Fax 206-436-6700**

**Mt. Vernon: 1510 N 18th St, Mt Vernon, WA 98273-2604, Phone 360-424-5655, Fax 360-424-7909
Silverdale: 3888 NW Randall Way #105, Silverdale, WA 98383, Phone 360-698-2341, Fax 360-662-1979
Spokane: 1710 N Callispel, Spokane, WA 99205-4808, Phone 509-340-7369, Fax 509-624-1188**