

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**O.K. FOODS, INC.  
Oklahoma City, Oklahoma**

**and**

**UNITED FOOD & COMMERCIAL WORKERS  
INTERNATIONAL UNION  
Local 1000**

**Effective 8/17/20 – 8/17/2023**

THIS COLLECTIVE BARGAINING AGREEMENT (“Agreement”) is made and entered into effective 8/17/2020, by and between O.K. Foods, Inc., at its Oklahoma City, Oklahoma location (hereinafter referred to as the “Company”) and the United Food and Commercial Workers, Local Union 1000, its successors or assigns, chartered by the United Food and Commercial Workers International Union (hereinafter referred to as the “Union”).

## **ARTICLE 1** **Recognition**

Section 1.1. Recognition of Union. The Company recognizes the Union as the exclusive representative of the “employees” as defined in Section 1.2 of this Agreement.

Section 1.2. Definition of Employees. Whenever used in this Agreement, the term “employees” shall mean all full-time and regular part-time warehouse, production and maintenance employees, including line sanitation employees, employed by the Company at its facility located at 7300 Southwest 29<sup>th</sup> Street, Oklahoma City, Oklahoma, but excluding post-production clean-up personnel, quality assurance and quality control personnel, lead persons, independent contractors, office and clerical personnel, maintenance personnel who possess skills which are ordinarily obtained after the completion of formal education (such as computer repair), sales people, professional or confidential personnel, guards, and supervisors, as defined in the National Labor Relations Act, as amended, and all other personnel. Notwithstanding anything contrary herein, this recognition clause shall not be construed to mean that any employee(s) or classification of employee(s) has an exclusive right to work.

Section 1.3. In the event the Company sells all or part of its operation, this collective bargaining agreement will have no application to the purchaser of that operation. The Company will have no obligation to condition a sale of all or part of its operation upon recognition by the purchaser or upon adoption of this Agreement by the purchaser.

Section 1.4. The Union may designate 2 shop stewards from among the employees in the plant to handle such Union business within the plant as may be delegated to the steward by the Union. The Business Representative of the Union shall have admission to the breakroom during times that employees are present on site after requesting access at least 48 hours in advance, provided such access does not interfere with the performance of work duties by employees. If circumstances do not allow for a 48 hour notification, the Union will notify the VP of People Services to obtain access.

## **ARTICLE 2** **Management**

Section 2.1. Retention of Management Prerogatives. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company,

including, but not limited to, in accordance with the Company's sole and exclusive judgment and discretion, the right to hire, terminate for just cause, promote, transfer, lay off and recall to work; the right to schedule operations, shifts and all hours of work; the right to determine the qualifications for personnel, methods, means and facilities by which operations are conducted; the right to determine, control, and regulate the use of materials, machinery, facilities, equipment, and other property of the Company; the right to determine the number, location and operation of departments, divisions and all other units of the Company; the right to use independent contractors to perform work or services; the right to close, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service; the right to close all or a portion of the facility covered by this Agreement or to sell or in any other way to dispose of or alter the facility and the work performed at the facility; the right to issue, amend, and revise policies, rules and practices, included but not limited to a drug and alcohol testing program; and the right to take whatever action is necessary to determine, manage, and fulfill the objectives of the Company and to direct employees. The Company's failure to exercise any right, prerogative, or function reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2.2. It is agreed that the listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed. Any other right relating to management of the Company's business and the direction of the work force, which the Company has not specifically abridged, delegated, or modified by this Agreement, whether or not the Company had made use of such power, function, authority and right prior to execution of this Agreement, is specifically retained by the Company.

### **ARTICLE 3**

#### **Nondiscrimination**

The Company and the Union agree that neither the Company nor the Union shall discriminate against any employee because of that employee's race, color, religion, sex, national origin, age, sexual orientation, gender orientation or identity, disability, genetic information, sickle cell trait, hemoglobin C trait, AIDS, HIV, or membership or lack of membership in the union, or other status protected by federal or Oklahoma law. The Company and the Union recognize that the Americans With Disabilities Act ("ADA") prohibits discrimination against a qualified individual with a disability as defined in the ADA. The Union agrees to cooperate with the Company's compliance with the ADA.

### **ARTICLE 4**

#### **Seniority**

Section 4.1. The Company recognizes the principle of seniority. Seniority is an employee's most recent period of continuous uninterrupted employment with the Company. The Company will post a seniority list quarterly. The Company will provide the Union with a more detailed copy in an agreed upon electronic format containing employee names, addresses, (as reported by employees to the Company), job classification, email addresses, phone numbers, wage rates, hire date. All workers hired in February 2016 from the former Kings Command facility will maintain their Kings Command seniority date.

Section 4.2. An employee's seniority will be lost and employment will be terminated in the following instances:

- (a) Dismissal;
- (b) Resignation;
- (c) Failure to return to work on the specified date following layoff;
- (d) Failure to perform any work for the Company for a period that is the lesser of six (6) months or the employee's seniority with the Company, unless an extension is required by applicable law, in which case, the Company will meet with the employee to discuss accommodation options;
- (e) Failure to return to work on the specified date after a leave of absence or vacation;
- (f) An unexcused absence of three (3) consecutive scheduled days without notifying the Company;
- (g) Retirement.

Section 4.3. All new employees are considered introductory employees for the first ninety (90) days of work with the Company (prior temporary employment excluded), even if such employees have previously worked in the facility as temporary employees. A new employee shall not establish seniority until the employee has successfully completed the introductory period. If the new employee is retained beyond the introductory period, the employee's seniority date will be their most recent date of hire by O.K. Foods. Seniority shall be applicable only as expressly provided in this Agreement. Temporary employees converted to O.K. Foods employees will be hired no later than the first payroll period following ninety (90) days of employment as temporary employees. If there is a need for temporary employees beyond the ninety (90) day period the Company and the Union will meet to discuss the resolution.

Departments shall be:

- (i) Production Department
- (ii) Maintenance Department

(iii) Warehouse Department

All employees in the same department shall constitute a seniority pool.

## **ARTICLE 5**

### **Job Posting**

Section 5.1. Whenever a regular, full-time vacancy exists in any biddable job classification, or a new job becomes available, where such availability shall be determined by the Company alone, the Company will post the job for five (5) business days. Employees desiring to bid on the vacancy must sign the posting within the allotted five (5) days. An employee who is unable to perform the job to which the employee bid to the satisfaction of the Company within thirty (30) work days after being awarded the job shall be returned to the job class and shift (unless another placement is mutually agreed upon by the employee and Company) held at the time of submitting the bid.

Section 5.2. The Company in its own discretion will choose the successful candidate based on demonstrated skill, ability, and performance. The position will be awarded based upon plant seniority if other factors such as skill, ability, experience and work, record are equal.

Section 5.3. Temporary vacancies and Class I Jobs (general production) will be filled at the Company's discretion without the need to post the job. A temporary vacancy under this Article is defined as a job, the duration of which is not expected to exceed sixty (60) days. Nothing in this Article shall restrict the Company's right to hire temporary employees as described in Article 4.3.

Section 5.4. In the event that the successful bidder proves unsatisfactory during a trial period not to exceed thirty (30) days, or chooses not to continue in the new position within ten (10) days of accepting the position, the Company will re-bid the position.

Section 5.5. Successful bidders, if the employee wishes to make a lateral or downward bid, will have a waiting period of six (6) months.

Section 5.6. A job opening created by the acceptance of a posted position will be subject to the posting and bidding procedure, but can be filled by the Company temporarily for sixty (60) days at its discretion.

## **ARTICLE 6**

### **Layoff and Recall**

Section 6.1. Determination of Layoffs. The Company will determine the timing of layoffs, the number of employees to be laid off, and which seniority pool(s) will be affected. A uniform reduction in the number of hours scheduled in a workweek for all employees in a seniority pool shall not constitute a layoff. If the Company determines that one (1) or more employees in a seniority pool shall be laid off for ten (10) or more calendar days, the Company will lay off based upon the least qualified employees with lowest seniority in the seniority pool. An employee who is laid off may bump an employee with lower seniority if the laid off employee is immediately qualified, without training or break-in, for the position held by employee with lower seniority.

Section 6.2. Recalls shall be made in the reverse order based upon the most qualified employees with highest seniority in the seniority pool.

Section 6.3. Employees have five (5) calendar days to return to work after being recalled by any verifiable means.

## **ARTICLE 7**

### **Overtime**

Section 7.1. All time worked over forty (40) hours in any one (1) workweek (as defined in Article 19.1) will be paid at the rate of time and one-half (1½) for employees working on an hourly basis. There will be no duplicating or pyramiding of overtime nor will there be any duplicating or pyramiding of overtime and any other premium pay for any reason. Premium pay will satisfy overtime obligations under this Agreement.

Section 7.2. The Company retains the sole discretion to determine in each instance if overtime work is required, how much overtime work will be needed, and which employees will be assigned overtime. The Company will make every effort to notify employees of overtime work in advance, but if circumstances dictate, notification of overtime work may be given at any time.

Section 7.3. The Company will make a reasonable effort to notify employees of overtime work in advance. The Company shall make a reasonable effort to advise employees by the second meal break if there are material changes in that day's scheduled working hours. The parties recognize that unforeseen circumstances and production needs may occasionally result in overtime work that cannot be anticipated by the lunch period.

## **ARTICLE 8**

### **Company Rules and Discipline**

Section 8.1. The Company will have the sole right to establish, revise or add reasonable attendance, work, smoking, alcohol abuse, substance abuse, drug and alcohol testing, functional testing, and safety rules which, upon notice to the Union, shall become binding as if part of this Agreement and by which all employees must abide. The Company will also have the right to establish, revise, or add a reasonable disciplinary policy to address employee violations of these rules. The Company rules and/or disciplinary policy will become effective seven (7) calendar days after they have been posted in the workplace and the Union has been notified, unless USDA or other regulatory requirements mandate that the policy become effective sooner than seven (7) calendar days after posting.

Section 8.2. Employees are expected to complete and sign all necessary forms relating to their employment with the Company.

Section 8.3. Because the efficient operation of this business is important to all parties, including bargaining unit employees, the Union and the Company agree that all rules and policies established under this Article will survive and remain in full force and effect after the termination of this Collective Bargaining Agreement.

## **ARTICLE 9**

### **Family and Medical Leave**

Section 9.1. The Company will comply with all applicable state and federal laws which address employees' rights to request or obtain unpaid family or medical leave of absence. The Company reserves the right to require employees to use any paid time off concurrently with family or medical leave.

Section 9.2. An employee who has obtained any leave through fraud or false representation of reasons shall be subject to dismissal.

Section 9.3. The Company shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention, steward meeting, or serve in any capacity on other official Union business. No More than two (2) employees shall be granted leave in accordance with this provision at any one time.

Section 9.4. Any employee with less than one year seniority will be eligible for a one (1) week unpaid leave of absence due to a verifiable medical reason.

## **ARTICLE 10**

### **Jury Duty**

Section 10.1. The Company will pay the employee on jury duty leave the difference between their regular straight-time hourly rate of pay and the amount received for jury duty for all regularly scheduled work hours up to eight (8) hours per day if the employee works a workweek of five 8-hour days or up to ten (10) hours per day if the employee works a workweek of four 10-hour days, with a maximum of forty (40) hours per week regardless of the workweek. Hours spent on jury duty will not be counted as hours worked for purposes of determining overtime pay for hours worked in addition to jury time during the pay period. Employees must provide a statement from the court clerk stating the time spent in court and the payment employees have received from court for jury services.

Section 10.2. Upon receiving a summons to report for jury duty, employees will, on the next day on which they are scheduled to work, inform their immediate supervisor and HR of the receipt of the summons and the day on which they are required to report to serve as jurors.

Section 10.3. If court is out of session for more than four (4) hours before the end of an employee's scheduled workday, the employee is expected to report to work.

## **ARTICLE 11**

### **Union Management Cooperation**

Section 11.1. The Company recognizes the right of the Union to designate two (2) shop stewards from the Company's seniority list.

Section 11.2. During new hire orientation the Company will provide 10 minutes for the Union representative to discuss the positive working relationship between the Company and the Union, explain the collective bargaining agreement, and sign up new employees for union membership. The Union agrees that it will not disparage the Company, its products, or company representatives during such presentations. Both parties agree to treat each other with mutual respect.

Section 11.3. After providing forty-eight (48) hours' notice, an authorized representative of the Union shall be permitted to visit the employees at the Company at all reasonable hours to investigate any matter covered by this agreement but they shall in no way interfere with the progress of work. The Company agrees to make available to the Union, upon request, meeting facilities (to the extent such facilities exist) within nonworking areas of the plant to accommodate individual meetings between employees and the Union.

Section 11.4. The Company shall provide and maintain one (1) enclosed bulletin board at the facility for the exclusive use of the local Union. Any Union postings may only be posted on the bulletin board provided for that purpose. The union agrees that no postings will



disparage the Company, its products, the terms of employment offered by the Company, or Company representatives. Additionally, no postings will misrepresent any terms and conditions of employment. If any of the terms of this section are violated, the union's posting privilege will be revoked for up to one year.

Section 11.5. A safety committee will be maintained by the Company. The safety committee members shall be comprised of 3 members of management and 2 members of the bargaining unit, appointed by mutual agreement between the Company and the Union. Members of the safety committee will meet quarterly to discuss safety concerns in the plant. Additionally, these representatives are to monitor safety conditions in the plant. All meeting notes of safety committee meetings will be forwarded to the safety department.

Section 11.6. The Company agrees to furnish employees safety tools and equipment specifically required by the Company. Employees may be charged for replacement of items that are lost or damaged. The Company agrees to pay for the annual fee of any license maintained by employee(s) designated by the Company and required by the Company.

Section 11.7. On request, the Company will provide the Union on a monthly basis an electronic file in the format of Excel or CSV of current Bargaining Unit employees, including seniority, position, rate of pay, address, email address (to the extent the Company has email addresses for employees), phone number, social security number, and employee I.D. number.

## **ARTICLE 12**

### **Bargaining Unit Work**

Section 12.1. The Company retains the right to assign supervisory personnel and/or nonbargaining unit personnel to perform bargaining unit work in the following circumstances:

- (a) on a temporary basis, e.g. where an employee fails to show up for work or has to be relieved due to injury, sickness or emergency;
- (b) in emergencies;
- (c) for instruction or training purposes; or
- (d) for the purpose of testing materials and/or production.

## **ARTICLE 13**

### **No Strike/No Lockout**

Section 13.1. During the term of this Agreement, it is the intent and purpose of the parties to this Agreement that should any dispute arise, it will be reasonably, peaceably and by amicable means, be resolved without any strike, work stoppage, picketing, honoring of any picket line whatsoever, work slowdown, sympathy strike, deliberate withholding of

production, boycott (primary or secondary), interference with Company operations, or publishing information that adversely affects the Oklahoma City facility, its products, or customers. The Company will not lock out any bargaining unit employee during the term of this Agreement.

Section 13.2. Neither the violation of any provisions of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any federal, state, or local laws will excuse employees or the Union from their obligations under this Article's provisions.

Section 13.3. The Company will have the sole and exclusive right to determine the discipline given the employee or employees for breach of this Article. Employees disciplined or discharged pursuant to this section have no recourse under the grievance and arbitration procedure.

Section 13.4. For purposes of this Agreement, a layoff or reduction of force for economic purposes shall not be construed to be a "lockout."

## **ARTICLE 14**

### **Separability Savings and Complete Agreement**

Section 14.1. If any state or federal legislation, court decision or government regulation invalidates any article or section of this Agreement, all other articles and sections not invalidated will remain in full force and effect. At the Company's request, the Company and Union will meet to negotiate new contract language to replace the article or sections which have been invalidated.

Section 14.2. The Company and the Union agree that the relations between them will be governed by this Agreement. Modifications to this Agreement will not control unless reduced to writing and executed by an authorized Officer of the Company and the Union.

Section 14.3. The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right to make proposals with respect to all subjects of collective bargaining. The understandings and agreements arrived at by the parties after exercise of that right are set forth in this Agreement.

## **ARTICLE 15**

### **Past Practice**

Section 15.1. The Company and the Union shall adhere to the express terms of this Agreement, but shall not be bound by any written or unwritten past practices established by the Company, its employees and the Union or any other employer at the Company's premises or any other place of employment. Failure to require compliance with any

provision of this Agreement shall not prevent the Company from requiring compliance with and/or enforcing said provision (or any other provision) at any other time.

## **ARTICLE 16**

### **Notification**

Section 16.1. Employees must furnish the Company with their physical address and operational telephone number immediately upon employment. Thereafter, the employee must notify the Company promptly, in writing, about any change in address or telephone number. The failure to either furnish the information or notify the Company of a change will relieve the Company of any obligation to provide notice to the employee under any provisions of this Agreement. If an employee fails to respond to a notice or message from the Company within five (5) business days of its transmission, the Company's obligation to the employee under this Agreement ceases.

## **ARTICLE 17**

### **Grievances and Arbitration**

Section 17.1. A grievance is an alleged violation of specific terms of this Agreement by the Company which arises after the effective date and prior to the expiration date of this Agreement concerning the meaning and application of the express written provisions of this Agreement. 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. Employees who are current members of the bargaining unit are the only parties who have the right to initiate a grievance. Grievances will not be filed, discussed, investigated, or otherwise processed during working time.

Section 17.2. The procedures for the settlement of grievances shall be as follows:

1. Step 1. Initially, the employee will discuss the grievance with his immediate supervisor or appropriate member of management at the time of the occurrence. The employee can choose a shop steward and/or union representative to discuss the issue on their behalf. The parties will attempt to resolve the grievance.
2. Step 2. If the matter is not resolved, it must be presented to the Human Resources Manager or designee in writing within seven (7) calendar days of the occurrence giving rise to the grievance. Grievances must be submitted on a form provided by the Union and signed by the grievant or their designated representative. The written grievance must contain a description of the conduct complained of, the section of the contract allegedly violated, and the relief requested.
3. Step 3. Company and Union representatives will attempt to resolve the grievance. If no solution is reached within fifteen (15) calendar days from the date the grievance is filed, the matter will be referred to a designated UFCW Local 1000 Representative and a Vice-President for the Company. They will meet, review the facts and attempt to resolve the grievance.

4. Step 4. If, after the designated UFCW Local 1000 Representative and the Vice-President have met, the Union wishes to proceed to arbitration, the Company must be notified within seven (7) calendar days of the final meeting. Additionally, the Union must notify the Federal Mediation and Conciliation Service and request 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 or her selection and asked to submit with his acceptance the earliest available hearing date.
5. Step 5. For any grievance which proceeds beyond Step 4 above, the grieving party, the Company, and the Union 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 grieving party, the Company, or the Union 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 five (5) calendar days prior to the arbitration.

Section 17.3. These time limits may only be extended by mutual agreement between the Union and Vice-President of People Services or an Officer of the Company and on a nonprecedent setting basis.

Section 17.4. Unless the parties agree otherwise in writing, no settlement of any grievance will operate as a precedent or a prior practice for any subsequent situations.

Section 17.5. In rendering a decision under Step 5 of Article 17.2 above, the arbitrator will be governed and limited by this Agreement's provisions, applicable law, and the expressed intent of the parties as set forth in this Agreement. In matters relating to employee discipline and/or discharge, the arbitrator's authority will be limited to determining whether the employee engaged in misconduct or other prohibited behavior. The arbitrator will have no authority to add to, subtract from, or modify any of the terms and provisions of this Agreement, or substitute his judgment for that of the Company and will confine his judgment strictly to the facts submitted in the hearing, the evidence before him, and the express terms, plain meaning, and provisions of this Agreement. The arbitrator's decision will be final and binding upon the parties, unless the arbitrator fails to comply with this Article.

Section 17.6. The expense of the arbitrator, and any associated legal fees, will be paid by the losing party.

Section 17.7. Through bringing a claim for grievance under this Article 17, the Union and the allegedly grieved employee(s) waive their right to pursue any judicial or administrative remedy against the Company as to any matter subject to the procedures established in this Article until such procedures are exhausted. Any settlement under the procedures established under this Article, short of arbitration, will be binding upon the Company, Union,

and employees. The settlement will also preclude any further administrative or judicial relief.

Section 17.8. Disciplinary Meetings or Discussions

The employer recognized the rights of employees to request the presence of a shop steward during any meeting that may result in discipline.

## **ARTICLE 18**

### **Hours of Work**

Section 18.1. The workweek, for payroll purposes, will consist of seven (7) consecutive calendar days beginning on Sunday and ending on the following Saturday. The workday for payroll purposes is defined as a period of twenty-four (24) hours commencing with the beginning of each employee's shift.

Section 18.2. Nothing contained in this Agreement will be construed as a guarantee of any hours of work in a workweek.

Section 18.3. The Company will schedule two (2) thirty (30) minute unpaid breaks per shift. Consistent with production requirements, these breaks will occur as close to the middle of the first and second halves of the shift as possible.

Section 18.4. The Union and the Company have agreed that this Agreement is intended to cover compensation for all donning, doffing, related walking and related activities that occur at the beginning of the shift, and the end of the shift, and incident to meal breaks. Further, this Agreement is intended to ensure that all donning, doffing, related walking and other related activities occur during time that is recorded by time clocks made available throughout the facility. Employees will be required to expeditiously don and doff all items of sanitary and protective clothing that may not be worn to the facility or worn home, and to expeditiously don and doff any disposable items. The specific processes and times allowed for such activities on the clock may be adjusted from time to time based upon production schedule, changes in the nature of protective items worn and other plant conditions.

Section 18.5. No pay shall be due when the facility cannot operate due to strikes, floods, fires, tornadoes, severe weather, failure of public utilities or if the Company attempts to notify the employees not to report to work at least two (2) hours prior to the scheduled time of work. Time spent by union designated shop stewards engaged in union business shall not be considered hours worked and no pay shall be due for such time.

Section 18.6. Employees called into work shall be provided with a minimum of four (4) hours of work, or pay in lieu of work, such pay to start from the hour the employee is required to report to work. If, at the time an employee reports for work and is unable to work because the plant is disabled by severe weather conditions, outside utility failures or

unforeseen mechanical failure of the equipment, then the four (4) hours' call-in does not apply. However, if the employee is asked to wait at the plant while the issue is resolved or is assigned other work on the Company premises, the employee will be paid at their regular rate for all hours held on a "standby" basis or required to do the other work. Employees who were offered work, but choose to leave, will only be paid for the hours actually worked.

## **ARTICLE 19**

### **Union Dues Check Off**

Section 19.1. The Employer shall deduct Union initiation fees, as authorized and shall deduct Union dues of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deductions. The Employer shall promptly remit all sums deducted in this manner to Local Union No. 1000. Dues and initiation fees will be deducted an amount equivalent to dues and initiation fees and remitted to the Union on a weekly basis. ABC deductions and remittance will be handled on a weekly basis in the same manner as outlined above.

Section 19.2. The Union agrees that it will indemnify and hold the Company harmless against any and all claims, demands, suits, grievances, or other liability (including attorneys' fees incurred by the Company) that may arise.

## **ARTICLE 20**

### **Benefits**

Section 20.1. The Employer agrees to maintain health insurance coverage for bargaining unit employees on the same basis as nonbargaining unit employees. The employer agrees to maintain dental, vision, voluntary life insurance, paycheck insurance, motor club insurance, cancer and dread disease insurance for bargaining unit employees on the same basis as nonbargaining unit employees.

Section 20.2. The Employer agrees to offer the 401(k) Retirement Savings Plan for bargaining unit employees on the same basis as nonbargaining unit employees.

## **ARTICLE 21**

### **Holiday Pay and Birthday Bonus**

Section 21.1. The following paid holidays will be provided to eligible employees:

- New Year's Day
- Memorial Day

- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day

Section 21.2. To be eligible for holiday pay, employees must be full-time and must have completed 90 calendar days of continuous employment. To be eligible, employees must also have worked all of the last scheduled day before the observed holiday and all of the first scheduled day after the observed holiday. There will be no holiday pay for employees on any unpaid leave of absence at the time of the holiday.

Section 21.3. If the holiday falls on a Saturday or Sunday, management will make provision for pay or time off. Holidays are not counted as time worked for the purpose of calculating overtime. Employees must actually work over forty (40) hours in their work week to be eligible for overtime pay.

Section 21.4. All hourly production employees who have worked one year or more as of their birthday, and have been absent less than ten (10) days, will receive one (1) full day off with pay. Employees will have one year from their birthday in which to schedule their day off, after which the day will be forfeited.

## **ARTICLE 22**

### **Vacation**

Section 22.1. Vacation:

New Hires begin earning vacation immediately and are eligible for one vacation day at the following tenure points: 90 days, 180 days, and 270 days of continuous full-time employment.

- 1 year of continuous, full-time employment – 40 hours
- 2 years of continuous, full-time employment – 80 hours
- 7 years of continuous, full-time employment – 120 hours
- 20 years of continuous, full-time employment – 160 hours

Section 22.2. To be eligible for vacation, employees must have worked a minimum of 1600 hours and at least 40 weeks in an anniversary year. Employees are not eligible for any paid vacation time until the actual anniversary date of employment is met.

Section 22.3. Vacation will be provided on a use it or lose it basis; that is, vacation time

cannot be carried over from one anniversary year to the next. At the end of employment, eligible employees will be paid for unused vacation.

Section 22.4. Hourly production employees receive their vacation pay in one lump sum on their regularly scheduled pay day one week after their anniversary date. The Company recommends employees save their vacation money for when they choose to go on vacation.

Section 22.5. Employees must obtain supervisor approval and pre-schedule full or partial weeks of vacation with both HR and your supervisor prior to the date of vacation. Vacation requests for two (2) days or less, not falling during or around a holiday, will need to be requested at least two (2) calendar days in advance. When requesting three (3) or more vacation days, at least two calendar weeks' notice is required. Scheduled vacation will be approved on a first come, first served basis.

Section 22.6. Vacation day(s) that fall during a holiday week must be requested two calendar weeks prior to the holiday week and approved by your supervisor. The first scheduled work day before and after a holiday must also be requested at least two weeks prior to the holiday week and receive approval. Vacation day(s) are not counted as time worked for the purpose of calculating overtime.

## **ARTICLE 23**

### **Personal Days**

Section 23.1. Hourly production employees will receive two (2) unpaid personal days after completion of their initial 90 day probationary period to be renewed each anniversary year. Personal day(s) are designed to be used for any reason without counting against the employee's attendance points. Unused personal day(s) cannot roll over from anniversary year to the next and any unused days will be forfeited. Employees must pre-schedule personal day(s) at least 24 hours in advance of the start of their regularly scheduled shift with HR. Personal days cannot be used during a holiday week or as the first scheduled day before/after the holiday. Personal days will be counted in full day increments. Personal days are awarded on a first come, first serve basis. Personal day(s) may be denied in the event the number of employees previously requesting personal days creates a critical shortage to the department. Employees who misuse this policy in order to disrupt the employer's operation will be denied the personal day and subject to disciplinary action.

## **ARTICLE 24**

### **Wages**

The following wages shall be the minimum guaranteed wages for these classifications. Proposed wage rates for bargaining unit employees:



<b>OKC FURTHER PROCESS</b>	<b>Start</b>	<b>90-Day</b>	<b>1 Year</b>	<b>5-Yr Longevity Pay</b>	<b>10 -Yr Longevity Pay</b>
<b>CLASS I</b> Production Worker Supply	\$10.30	\$10.55	\$10.80	\$10.95	\$11.00
<b>CLASS II</b> Manifestor Stack Off Temperature Checker PIE Operator - Inside	\$10.55	\$10.80	\$11.05	\$11.20	\$11.35
<b>CLASS III</b> PIE Operator - Inside/Outside Further Processing Machine Operator	\$10.80	\$11.05	\$11.30	\$11.45	\$11.60
<b>CLASS VI</b> Bagger Operator	\$13.30	\$13.55	\$13.80	\$13.95	\$14.10
<b>SKILLED</b> Yard Driver w/o CDL	\$14.90				
Yard Driver w/ CDL	\$15.65				
Maintenance Technician					
Level I	\$14.00				
Level II	\$17.00				
Level III	\$19.00				
Level IV	\$21.00	\$21.25	\$21.50	\$21.65	\$21.80
Electrician	\$30.00	\$30.25	\$30.50	\$30.65	\$30.80
Refrigeration Technician					
Level I	\$14.25				
Level II	\$17.25				
Level III	\$19.25				
Level VI	\$21.25	\$21.50	\$21.75	\$21.90	\$22.05

1. A \$1.00 per hour attendance bonus will be implemented for the first payroll period following ratification. This bonus will be paid on a weekly basis.

2. \$0.10 increase on the one-year anniversary of the ratification of this Agreement.  
\$0.10 increase on the two-year anniversary of the ratification of this Agreement.
3. A-shift differential of \$0.25 will be paid to night shift employees.
4. Ratification Bonus: At the time of ratification, all nonprobationary employees shall receive a \$100 Ratification Bonus. The ratification bonus will be paid to all full-time, regular employees on the payroll of the conclusion of the first full payroll period following ratification. The bonus will be paid on the first pay day following the first full payroll period following ratification of the Agreement.

## **ARTICLE 25**

### **Duration of Agreement**

Section 25.1. This Agreement will be in full force and effect from August 17, 2020, until August 17, 2023, and will continue in full force and effect for each year after that unless written notice of the desire to terminate or modify this Agreement is served by either party upon the other, at least sixty (60) days prior to the expiration of the Agreement or any automatic extension of the Agreement.

With their signatures, authorized representatives of the Company and the Union have agreed to this Collective Bargaining Agreement on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**O.K. FOODS, INC.**

**UNITED FOOD & COMMERCIAL WORKERS  
INTERNATIONAL UNION**

By: \_\_\_\_\_

By: \_\_\_\_\_

## **Hourly Attendance Incentive**

All weekly paid (hourly) employees who work all scheduled minutes, hours, days, and required overtime within a workweek will receive a \$1.00 per hour attendance incentive. Employees who leave early, absent, or tardy will be disqualified from receiving such bonus.

The only exceptions to this rule are as follows:

1. Scheduled birthday off
2. Approved military leave
3. Bereavement leave—paid
4. Jury duty
5. Holidays
6. Approved vacation days
7. Approved personal days
8. Approved work-related doctor appointments
9. Time off as part of an accommodation under the Americans with Disabilities Act
10. Family Medical Leave Act
11. Court subpoenas
12. Religious accommodation

The increase will be received weekly in the normal paycheck. This check will indicate the number of hours worked and the hourly rate for those hours worked.

Letter of Understanding  
By and Between "The Parties"

OK Foods, Inc.

And

The United Food and Commercial Workers Local 1000

This Letter of Understanding summarizes the new rates of pay and class structure associated with OK Foods, Inc. bargaining unit employees. The new rates of pay and class structure will update the existing Article 24 Wages effective August 29<sup>th</sup>, 2021.

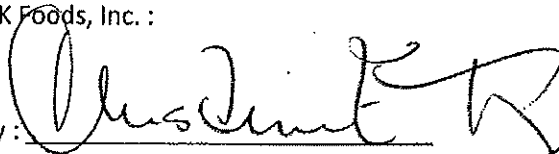
- Adjust starting wage for Class I to \$14.00/hour and adjust classes accordingly.
- Maintain current \$1 shift differential and \$1 attendance bonus
- No change to existing maintenance and refrigeration pay scale.

	Start	30-Day	90 Day	5 Years	10 Years
<b>CLASS I</b>	\$14.00	\$14.25	\$14.50	\$14.65	\$14.80
Production Worker					
Sanitation					
Supply					
Warehouse Inventory	ADDED				
<b>CLASS II</b>	\$14.25	\$14.50	\$14.75	\$14.90	\$15.05
Batter/Breader Operator					
Manifestor					
Marination Operator					
Stack Off					
<b>CLASS III</b>	\$14.50	\$14.75	\$15.00	\$15.15	\$15.30
Bagger Operator					
Forklift Operator					
Fryer/Grinder Operator					
Temperature Checker					

OK Foods, Inc. :

Union :

By :



By :

