

AGREEMENT

between

LOGISTIC SERVICE, LLC

ELDRIDGE, IOWA

and

**UNITED FOOD AND COMMERCIAL WORKERS
UNION
DISTRICT LOCAL 431**

APRIL 18, 2017 - APRIL 4, 2021

AGREEMENT

between

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ELDRIDGE, IOWA

and

UNITED FOOD AND COMMERCIAL WORKERS UNION

DISTRICT LOCAL 431

April 18, 2017 - APRIL 4, 2021

ARTICLE I - AGREEMENT

1.1 This agreement is made and entered into between Logistic Service, LLC (the Company) and Local 431, United Food and Commercial Workers (the Union).

ARTICLE II - PURPOSE AND INTENT

2.1 It is the purpose and intent of the parties that this Agreement shall promote and improve the industrial and human relationships between Logistic Service, LLC and Local 431, the United Food and Commercial Workers Union.

2.2 No arrangement or understanding shall be in effect unless it is a part of this Agreement or is hereafter confirmed in writing by the parties to this Agreement. Any agreement binding the Union and any department, gang, group, or individual member of it, shall be made by the management with the Union's authorized representative. Conversely, any agreement made by the Union's authorized representative shall be deemed by the management to be authorized by the Union and therefore shall be binding. No employee, group, gang, or department shall take or otherwise support any action which violates this Agreement or any further agreement made as herein provided. The Union agrees to utilize all means available to it to terminate any such action, and agrees to conduct its affairs in an orderly and lawful way, so as not to interfere with the proper conduct of the business.

2.3 Any and all past practices, or agreements, express or implied, not expressly set forth herein, which may have been in existence shall have no significance, for purposes of contract interpretation or otherwise, and are hereby terminated. No evidence of such terminated practices or agreements shall be admissible in any proceedings between the parties, including those involving arbitration, administrative agency matters and court proceedings, and no arbitrator shall have jurisdiction or authority to give consideration to, or base any award, in whole or in part, upon any such agreements or practices.

2.4 The parties acknowledge that during negotiations for this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects, and that all the understandings and agreements arrived at by the parties after exercise of that right are set forth in this Agreement. Therefore, the Company and the Union each voluntarily and unqualifiedly waives

3.5 The Company agrees to, upon written authorization, deduct from the pay of employees covered by this Agreement initiation fees and union dues (which include assessments) in accordance with the following.

- A. Each employee for whom the deductions are to be made on a weekly basis furnish the Company with a written authorization directing the company to do so.
- B. The Union shall advise the Company of the dollar amounts of such union dues to be deducted from the pay of employees who have furnished authorizations. All money so collected by the Company shall be promptly remitted monthly to the secretary-treasurer of the Union. The Union shall notify the Company of the name of the secretary-treasurer and the address to which such dues shall be sent.
- C. The Company shall deduct an amount from the pay of each employee who is a union member and who executes an authorization on the standard form used for that purpose by the UFCW Active Ballot Club. The deduction shall be in the amount specified in the checkoff authorization form signed by the employee. The deduction shall continue for each employee during the life of this Agreement unless such employee revokes his or her authorization in writing. The amounts deducted shall be transmitted promptly to the UFCW Active Ballot Club in care of the local union, along with an alphabetized list of the employees whose deducted amounts are being transmitted and the amount transmitted for each. The frequency and time of deductions and procedures to be followed in connection with this checkoff of political contributions will be as close as possible to those followed in connection with the checkoff on union dues and initiation fees, subject to such modification as may be agreed upon provided that, at the Company's option, deduction and payment may be made less frequently, but at intervals no greater than quarterly. No checkoff shall be made in violation of any state or federal law or regulation.
- D. No deductions shall be made which are prohibited by applicable law.

ARTICLE IV - NO DISCRIMINATION

4.1 The Company and the Union agree not to discriminate against any employee regardless of race, color, religion, sex, national origin, age, disability, except if based on a bona fide occupational qualification, or in any other manner prohibited by applicable law. The Company shall not discriminate against any employee because of membership in the Union.

4.2 The Iowa Code, Chapter 216.14, as amended provides that: "After a person with a disability is employed, the employer shall not be required under this chapter to promote or transfer the person to another job or occupation unless prior to the transfer the person with the disability, by training or experience, is qualified for the job or occupation. Any collective bargaining agreement between an employer and a labor organization shall contain this section as a part of such agreement."

4.3 The parties recognize that the Americans with Disabilities Act (ADA) prohibits discrimination against individuals with disabilities. Accordingly the parties agree not to discriminate and to cooperate fully in complying with the ADA and its regulations.

compensation shall be counted toward the guarantee. This guarantee shall not apply to any employee who is absent during such week.

- B. In the event of tardiness, absence or excused time away from the job, employees shall have their thirty-six (36) hour pay guarantee reduced by the number of hours they would have worked had they been on the job.
- C. Employees recalled from layoff after the first workday of a scheduled workweek shall have their guarantee that week reduced eight (8) hours for each day they did not work that week prior to the day they were recalled.
- D. The weekly guarantee shall not apply to temporary, part-time or probationary employees.
- E. The foregoing guarantee provisions shall not apply to any workweek during which normal operations are restricted by causes beyond the reasonable control of the Company, e.g. blizzards, fire, flood, explosion, sabotage, acts of God, etc., work stoppages in excess of one day caused by government order, or any labor dispute affecting production, distribution or sales, or where the employee quits, fails to report for work, etc.

ARTICLE VI - HOLIDAYS

6.1 SCHEDULED HOLIDAYS

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Three (3) personal holidays. For initial eligibility, employees completing probation before May 1 will earn three (3) personal holidays, before September 1 will earn two (2) personal holidays, and before December 31, will earn one (1) personal holiday. Employees may take one of their personal holidays on their birthday. Personal days may be used in a Holiday week. Employee's preference in scheduling personal days will be given consideration, but they will be taken only at such times as they are prearranged and approved by the Company as being consistent with the proper conduct of the business.

Holidays falling on Sunday, will be observed on the following Monday, provided Sunday is not a regular work day. For those employees that have Sunday as a regular work day, they will observe the holiday on Sunday.

Earned personal holidays may be taken in half day increments, but only at such times as they are approved by management as being consistent with the proper conduct of the business.

6.2 HOLIDAY PAY

For each holiday in which employees are not required to work, all regular full-time employees who have completed probation will be paid for 8 hours at their base hourly rate. If a holiday occurs within

- B. Employee's preference in scheduling vacation will be given consideration, but vacations will be taken only at such times as they are prearranged and approved by the Company as being consistent with the proper conduct of the business.
- C. Full weeks of vacation will be signed by seniority.
- D. The Company will determine the number of employees that will be allowed off at any one time.
- E. If a holiday occurs within the employee's vacation period, on a regularly scheduled day, they shall be paid eight (8) hours holiday pay at their basic rate of pay and they shall not be charged vacation on the day of the holiday.
- F. After employees have taken their first vacation, all subsequent vacations will be taken on a calendar year basis. If an employee takes their vacation in a given calendar year prior to their actual anniversary date and is subsequently terminated, voluntarily quits, retires, or is laid off, any overpayment due to the Company because of the early vacation will be withheld from any wages due and owing that employee.
- G. There will be no carryover vacation from one year to the next.
- H. Employees eligible to receive vacation benefits under this program and who terminate their employment shall be paid for the vacation earned from last year, not accrued vacation.
- I. It is agreed that an employee who becomes disabled while on vacation shall, upon notice to the Company if the disability is supported by acceptable medical evidence, be entitled to apply for disability benefits and to reschedule that portion of the scheduled vacation which remains after the end of the week that notice of such disability is given to the Company.
- J. An employee who becomes disabled immediately prior to any scheduled vacation and whose disability is expected to continue beyond the commencement of the vacation period, shall, upon notice to the Company and if the disability is supported by acceptable medical evidence, be entitled to apply for disability benefits and have the vacation rescheduled.
- K. If, while an employee is on vacation a death occurs in the employee's immediate family as outlined in the funeral leave section, the employee shall, if he/she notifies the Company in advance of the funeral, be entitled to have additional days of vacation equal to the number of funeral days for which the employee was qualified.
- L. Employees with 2 or more weeks of vacation, may, at their option, take one of those weeks as single vacation days. Single vacation days may be used in a Holiday week, subject to paragraph "B" above.

ARTICLE VIII - LEAVES

8.1 JURY LEAVE

When permanent full-time employees who have completed probation are required to perform jury service on order from the court on a day they had been scheduled to work, the Company will pay

9.3 If it becomes necessary to reduce the workforce the last hired shall be the first laid off. Recalls shall be made by recalling the last laid off.

9.4 Seniority of employees will be considered broken and all rights forfeited and no obligation to rehire when they:

- A. Voluntarily resign,
- B. are discharged for cause,
- C. are absent from work for two (2) consecutive days without notifying the Company,
- D. are absent from work due to layoff for twelve (12) months,
- E. are absent from work due to medical reasons for eighteen (18) months, however, by mutual agreement, these employees may have their seniority extended,
- F. fail to report to work within seven (7) days of notice of recall from layoff,
- G. any other cause of termination of employment.

ARTICLE X - DISCIPLINE

10.1 The duties of all employees are to do any and all work designated by supervision. Employees who take exception to any work instruction shall rely upon the grievance procedure for relief from any inequity claimed.

10.2 In instances of breach of discipline which do not call for immediate discharge, but which cannot be handled informally, a written warning or a first or second written strike may be issued. The second written strike includes a five (5) day suspension. A third written strike within one (1) year shall result in discharge. Management will notify employees of any disciplinary action against them in a timely manner and no later than one week, unless an extension of time is mutually agreeable between the company and the union.

10.3. Strikes will remain in effect for one year. Strikes do not have to be for the same type of offense for an employee to be suspended or discharged.

10.4 In certain instances, when in the opinion of the Company the action of an employee warrants it, suspension or discharge shall be invoked immediately. Violations of the following are examples of just cause for immediate discharge:

- A. Theft
- B. Fighting
- C. Insubordination
- D. Possession, under the influence or use of intoxicating beverages or illegal drugs on Company property.

- H. There shall be a one (1) year time limitation on all grievances from the date on which the grievance was written. Unresolved grievances extending beyond one (1) year shall be deemed to be dropped. Grievances appealed to arbitration must be appealed within six (6) months from the date on which the grievance was written. The arbitration hearing must be held within the ensuing six (6) months in order to meet the above one (1) year limitation.
- I. It is also recognized by the parties that no grievance shall be presented hereunder which occurred prior to or after the effective dates of this agreement.

ARTICLE XII - HEALTH, WELFARE AND PENSION

The Company agrees to provide for enrollment the benefits of its Health Care, Prescription Drugs, Dental Care, Vision Care, Disability, Life Insurance, and Pension Plans. For a detailed description, the employee benefits booklet (Summary Plan Description), which is distributed to each employee, provides a detailed summary of the various plans, administration and procedures for appeal.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

13.1 Employees shall not accumulate any seniority rights until they have completed ninety (90) working days of actual service. During these ninety (90) working days, the Company shall have the exclusive right to dismiss probationary employee at the Company's discretion. Upon accumulating such ninety (90) actual working days of service, the employees shall be considered permanent and their seniority date shall be established from their original date of hire. Notwithstanding the foregoing, any temporary worker who is hired as an employee after providing services in the Company's facility for at least 720 hours will be exempt from the 90-day probationary period.

13.2 The Company shall have the right to establish rules, applied among the employees covered by this agreement for the operation of the plant and for the conduct of said employees. Such rules will be posted on the employee bulletin board. Management may change, modify, and enforce such work rules. The Company shall have the exclusive right to establish such programs and procedures as it deems necessary for the administration and/or enforcement of any plant rules it establishes. The Union's prior approval of such rules, programs or procedures shall not be required.

13.3 The Company shall have the right to establish and implement a Substance Abuse Program consistent with the provisions of the Iowa statutes on substance abuse testing. The Company shall have the right to establish such procedures as it deems necessary for the enforcement of any program it establishes. No procedures shall be established which conflict with any provisions of this Agreement, and when discipline is imposed on any employee violating the Substance Abuse Program such discipline will be subject to the grievance/arbitration procedures of the Agreement.

13.4 There will be a Safety Committee with one (1) Union representative from the first shift, one (1) Union representative from the second shift, one (1) union representative from Displays, and two (2) Company representatives. The committee shall meet at specified times for the purpose of addressing necessary subjects to ensure the safety of the plant.

13.5 The company agrees to provide the union bulletin board space where appropriate union notices only may be placed. All notices must be signed by a union official. Unsigned notices and unauthorized notices shall be removed.

ARTICLE XVI - TERMINATION

This Agreement shall remain in effect from April 18, 2017, through April 4, 2021, and from year-to-year thereafter, provided, however, that this Agreement may be terminated as of midnight on April 4, 2021, or subsequent anniversary date, by either party giving written notice to the other party sixty (60) days prior to April 4, 2021, or any subsequent anniversary date.

IN WITNESS HEREOF, the parties have set their hands and seal this the 2nd day of October, 2017.

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 431

By *Fair Taylor*
[Signature]
[Signature]
[Signature]
Wayne [Signature]

LOGISTIC SERVICE, LLC

By *Aaron Peterson*
Melvin R. Kumbado