

AGREEMENT

between

LOGISTIC SERVICE, LLC

ELDRIDGE, IOWA

and

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

APRIL 5, 2021 - APRIL 6, 2025

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AGREEMENT

between

LOGISTIC SERVICE, LLC

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 the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement or with respect to any subject not referred to in or covered in Agreement even though such subject may not have been within the knowledge of or contemplation of the parties. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term and the Company has no obligation to negotiate the decision or effects of any subject found in the Agreement or any other mandatory subject of bargaining.

ARTICLE III - RECOGNITION

3.1 The Union is recognized as the sole and exclusive collective bargaining agent for all regular full time and regular part time warehouse employees, display employees and plant clerical employees employed by Logistic Service, LLC located at 2951 South First Street, Eldridge, Iowa, excluding all independent contractors, office clerical employees, professionals, salesmen, guards, supervisors, and all other employees as defined in the National Labor Relations Act.

3.2 Except as otherwise specifically provided in this agreement, the employer has and retains and the Union recognizes the sole and exclusive right of the employer to exercise all the rights or functions of management. These rights the employer may exercise within its sole and exclusive discretion, are subject only to such limitations as may be imposed by express and specific language herein. The Union recognizes that the management of the plant and the direction of the working force, including the right to establish hiring criteria and standards (including drug screening, etc.), hire, discipline, suspend or discharge for just cause; to assign and reassign employees to jobs, transfer employees from department to department, to increase and decrease the working force, to determine the hours to be worked, to assign overtime, the products to be handled, processed, produced or manufactured, the schedule of shipping and the methods, processes and means of production or handling, to automate; to establish new jobs, abolish, change, divide, or combine existing jobs, classifications or departments; to establish, change and enforce plant rules; to drug and/or alcohol test upon reasonable suspicion or when involved in a work-related accident or injury; to determine policies affecting the selection and training of employees; the establishment of qualitative and quantitative standards and judgment of employee performance and workmanship required; to transfer work to any other locations or subcontract work, including the use of temporaries, is vested exclusively in the Company.

3.3 The Union in its own behalf and on behalf of its membership agrees that during the life of this Agreement there shall be no concerted strikes, slowdowns, refusals to work, sympathy strikes, picketing or boycotts by the Union, its agents or its membership, nor shall the Union, its agents or its membership threaten, coerce or restrain the Company, any business affiliated with the Company or any other person or business where an object thereof is to force or require any person or business to cease using, selling, handling, transporting or otherwise dealing in the products of the Company, or to cease doing business with the Company.

3.4 The Union shall take all steps and do all that is possible to terminate any activity described above occurring during the life of this Agreement by any bargaining unit member, the Union's agents, or representatives. Any bargaining unit member who engages in any of the conduct described above shall be subject to immediate discipline, up to and including discharge. In the event an employee is disciplined or discharged and the Union wishes to contest such action, it must do so under the grievance/arbitration provisions of this Agreement. The decision of an arbitrator shall be limited solely to whether the individual participated in the prohibited activity. The employer agrees that during the life of this agreement there shall be no lockout of the employees.

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.

ARTICLE V - HOURS OF WORK

5.1 WORK SCHEDULE

- A. Starting and quitting times will vary depending on the area of assigned work. Each employee will be instructed by their supervisor as to their individual starting time. Quitting times will depend on when the assigned work for the day is completed. To the best of our ability, Management will notify employees prior to their lunch break, of the decision that daily overtime is required. In addition, management agrees to notify employees soon after the decision is made, that 6th or 7th day work will be required.
- B. Lunch periods will be one-half (1/2) hour in length and shall normally be scheduled near the middle of the shift.
- C. Rest period shall be fifteen (15) minutes in duration. There shall be one rest period before lunch and a second rest period shall be granted if more than eight (8) hours of work are scheduled. Subsequent breaks will be earned each three hours.
- D. Employees who report for work without previous notification not to report to work shall be guaranteed a minimum of four (4) hours of work or pay in lieu thereof. If employees are tardy, this guarantee will be reduced by the extent of their tardiness.

5.2 PREMIUM PAY

- A. Employees will be paid one and one-half (1 1/2) times their regular hourly rate of pay for all hours actually worked in excess of 40 hours in any one week or all hours actually worked in excess of eight (8) hours in one day.
- B. Employees must work all scheduled hours of the workweek, or (A) be paid for any time missed, (B) receive prearranged excused for any time missed but not paid, and (C) have no more than one late occurrence during the week (not to exceed one hour), in order to qualify for one and one-half (1 1/2) times their regular hourly rate for all hours worked on the sixth day of their workweek and two (2) times their regular hourly rate for all hours worked on the seventh day of their workweek.
- C. In instances where employees are eligible for more than one type of premium pay they will be paid under the premium pay program that yields the greatest amount. There will be no pyramiding of premium pay. Premium pay will be paid only on hours actually worked. Holiday hours during which an employee does not work will be counted in the computation of premium pay. The Company has the right to avoid penalty/premium pay.

5.3 THIRTY-SIX (36) HOUR WEEKLY GUARANTEE

- A. The Company will guarantee a minimum of thirty-six (36) hours of pay per week for the first five (5) scheduled workdays for all regular hourly employees who present themselves for work each workday as instructed and work the number of hours they are instructed to work. This guarantee does not apply when employees are laid off the last scheduled workday of the preceding week. All pay types or any

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 an employee's vacation period, but not on a regularly scheduled day, they will be paid 8 hours of holiday pay at their basic rate, in addition to their vacation pay. In addition to regular holiday pay, employees shall receive double the regular rate of pay for all hours actually worked on holidays, except employees who are normally scheduled to work on holidays shall be paid two (2) times their hourly rate in addition to holiday pay when required to work on the day designated as their day in lieu of the holiday.

6.3 PAY ELIGIBILITY

To be eligible for holiday pay employees must report for work and work the scheduled work hours on the last scheduled workday before the holiday and the first scheduled workday after a holiday unless they are excused by their supervisor.

ARTICLE VII - VACATION

7.1 VACATION SCHEDULE

- A. Full-time employees who have completed one (1) year of continuous employment will receive one week of vacation.
- B. Full-time employees who have completed two (2) years of continuous employment will receive two weeks of vacation.
- C. Full-time employees who have completed seven (7) years of continuous employment will receive three (3) weeks of vacation.
- D. Full-time employees who have completed fifteen (15) years of continuous employment will receive four (4) weeks of vacation.
- E. Full-time employees who have completed twenty-five (25) years of continuous employment will receive five (5) weeks of vacation.

7.2 VACATION ELIGIBILITY

For purposes of vacation continuous employment will be figured on the basis of all service with the Company. A year of continuous employment is defined as a year in which an employee has at least 1560 hours of actual working service. However, days of paid vacation and paid holidays shall be counted as days worked when computing vacation eligibility.

7.3 VACATION PAY

Employees will be paid their regular hourly rate times 40 hours for each week they are on vacation.

7.4 VACATION PERIOD

- A. Vacation will be scheduled on a year-around basis unless a vacation shutdown period is established by the Company. The Company will establish the vacation period prior to the beginning of each vacation year.
- 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 or half vacation days. Single or half vacation days may be used in a Holiday week, subject to paragraph "B" above.

ARTICLE VIII - LEAVES

8.1 JURY LEAVE

When full-time employees are required to perform jury service on order from the court on a day they had been scheduled to work, the Company will pay the difference between jury duty pay and their base pay. This pay will be up to a maximum of eight (8) hours per day providing, of course, that jury pay is less. The difference in pay shall be paid only for days when employees would have worked had they not been summoned for the jury. Employees will be required to present a statement from the court that will indicate the day or days they served on the jury, the amount they were paid, and the days they were excused from serving on the jury. Day shift employees will be required to contact their supervisor as soon as possible whenever they are released from serving on the jury. If needed they will report to work. Night shift employees who do not have to report for jury duty the following day shall contact their supervisor at least one hour before their starting time. If needed, they will report for work. If required to report for work, however, they need not report at their normal starting time, but may, if they choose, report late by the same amount of time as they served on jury duty that day.

8.2 FUNERAL LEAVE

When permanent full-time employees who have completed probation are absent from work because of the necessity of arranging for or attending the funeral of a member of their immediate family, the Company will pay them their regular base pay (eight (8) hours times their applicable rate) for each day of such absence up to a maximum of three (3) workdays provided that:

- A. Employees notify the Company of the necessity of the absence not later than the first day of such absence and
- B. Payment will be made for a day of absence only if such day is one of the three days either commencing with the day of such death, or with the day immediately following the day of such death, and is a day which the employee had been scheduled to work and
- C. No payment will be made for any day of absence which is later than the day of such funeral except where substantial travel time is required to attend such funeral and
- D. Employees when requested, furnish proof satisfactory to the Company of the death, their relationship to deceased, the date of the funeral, and the employee's actual attendance at the funeral. For purposes of this program a member of the immediate family means only the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, and grandchild. Step-relationships similar to the above defined immediate family will also be covered by this section if they reside in the same household or were raised together as siblings.

Employees will be granted one (1) day of paid funeral leave to attend the funeral of the employee's and/or current spouse's grandparents, brother-in-law, or sister-in-law.

ARTICLE IX - SENIORITY

9.1 Seniority shall be recognized from the employee's last date of hire at the Eldridge facility for plant seniority purposes.

9.2 When the Company determines that a job opening exists, it will be posted for three (3) consecutive working days excluding Saturday, Sunday and holidays. The senior employee signing will be awarded the job provided that employee is qualified or can learn the job in a reasonable amount of time.

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.
- E. Falsification of Company records
- F. Deliberatively damaging or adulterating product, materials, supplies, equipment, and property.

In cases arising under this section, the arbitrator shall only decide whether the employee engaged in the act of misconduct as stated by the Company.

ARTICLE XI - GRIEVANCE AND ARBITRATION PROCEDURE

A grievance procedure is hereby established for the purpose of resolving any differences between the Company and the Union as to the meaning and application of the provisions of this Agreement. Such differences shall be handled in accordance with the following procedure:

- A. The aggrieved employee will meet with a steward if requested and the immediate supervisor. The grievance shall be discussed in the supervisor's office or other location away from the employee's work place.
- B. In the event the problem cannot be resolved as outlined in "A" above, the shop steward and the lead warehouse supervisor will confer along with the aggrieved employee and the supervisor within twenty-four (24) hours of the occurrence of the difference.
- C. In the event the problem cannot be solved as outlined in "B" above, the shop steward or the employee will reduce the grievance to writing and present it to the plant manager within ten (10) days. The plant manager shall then investigate the grievance and establish a meeting with the business representative and shop steward as soon as possible, not to exceed sixteen (16) days, to determine if the problem can be resolved. As a result of this investigation and meeting, a written reply will be given the Union within a fourteen (14) day period.
- D. In the event the problem is not solved to the satisfaction of the Union in the preceding steps, they shall have the option of referring the problem to an arbitrator who is mutually satisfactory to both the Company and the Union. If a mutually satisfactory arbitrator cannot be agreed upon, a list of seven (7) National Academy arbitrators shall be secured from the Federal Mediation and Conciliation Service, with the parties alternately striking names from the list until one arbitrator remains. The arbitrator's fee and all expenses incurred shall be equally borne by both parties.

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.

13.6 The Union recognizes that the right to sell, transfer, contract, assign, lease, convey, close, or by any means dispose of its operations, in whole or in part, covered by this agreement, is vested exclusively in the Company, and shall not be subject to the grievance and arbitration procedures, or otherwise limited or impaired by any provision of this agreement.

13.7 The Company will notify the Union of all new hires and terminations.

13.8 The Company shall provide a safety shoe allowance of sixty-five dollars (\$65.00) to eligible employees.

However, in the event of a plant closing, the Company agrees to give the Union sixty (60) days written notice.

ARTICLE XIV - JOINT EARNINGS

With respect to joint earnings, the determination of the Board of Directors of the Company shall be final and their determination shall not be subject to arbitration or any other appeal. The Board will determine what is or what is not income applicable to the Plan; to whom, to what extent, in what manner, and at what times payments to employees shall be made; together with all other questions relative to the operation of the plan and to distribution or accrual of any income thereunder. The existence of the Plan and its inclusion in this Agreement shall not be considered a contract in any form between the Company and the Union or between the company and individual employees, nor shall it be the basis of any legal or equitable rights to any employee or group of employees.

ARTICLE XV - WAGES

15.1 Wage Rates

A. The following classifications and wage rates will be effective March 29, 2021:

Warehouse Employees: \$18.35
Display Employees: \$17.35

B. The following classifications and wage rates will be effective April 4, 2022:

Warehouse Employees: \$18.85
Display Employees: \$17.85

C. The following classifications and wage rates will be effective April 3, 2023:

Warehouse Employees: \$19.35
Display Employees: \$18.35

D. The following classifications and wage rates will be effective April 1, 2024:

Warehouse Employees: \$19.85
Display Employees: \$18.85

15.2 Starting Rate

The starting rate will be one dollar and fifty cents (\$1.50) under the applicable rate with increase of one dollar and fifty cents (\$1.50) after six (6) months.

ARTICLE XVI - TERMINATION

This Agreement shall remain in effect from April 5, 2021, through April 6, 2025, and from year-to-year thereafter, provided, however, that this Agreement may be terminated as of midnight on April 6, 2025, or subsequent anniversary date, by either party giving written notice to the other party sixty (60) days prior to April 6, 2025, or any subsequent anniversary date.

IN WITNESS HEREOF, the parties have set their hands and seal this the 25th day of March, 2021.

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 431

By Bar Snells
Wayne D. [Signature]
[Signature]
[Signature]
[Signature]

LOGISTIC SERVICE, LLC

By [Signature]
Ken Crottean