

COLLECTIVE BARGAINING AGREEMENT

Between

**United Food and Commercial Workers
District Local 431
Davenport, Iowa**

And

**VVS, Inc.
Cozad, Nebraska**

Effective: August 1, 2019

Expires: July 31, 2023

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AGREEMENT

This agreement is made between VVS, Inc., Cozad, Nebraska, for its Waterloo, Iowa cafeteria (hereinafter referred to as the Company) and the United Food & Commercial Workers International Union (hereinafter referred to as the Union), on behalf of its Local Union, 431.

ARTICLE 1 PURPOSE OF AGREEMENT

Section 1: It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationships between the Company, the Union, and its members as set forth herein; and to set forth herein rates of pay, hours of work, and other conditions of employment to be observed between the parties hereto.

Section 2: It is recognized by both parties that they have mutual interest and obligation in maintaining friendly cooperation between the Company and the Union which will permit safe, economical, and efficient operation of the cafeteria.

ARTICLE 2 RECOGNITION

VVS, Inc., hereby recognizes the United Food and Commercial Workers International Union and Local 431 as the sole and exclusive bargaining agency for employees in the bargaining unit which includes food production employees and vending fill employees at the Company's Waterloo, Iowa facility, but excluding office, clerical, bookkeeping, collection, supervisors, managers, and professional employees, as defined in the Act.

ARTICLE 3 NON-DISCRIMINATION

The Company and Union agree not to discriminate against any applicant or employee of the Company regardless of race, sex, color, creed, age, nationality, disability, political affiliation, veteran status, religion, or membership in the Union.

The Union recognizes the Company's obligation to make reasonable accommodation to the disability of applicants and/or employees in accordance with the Americans with Disabilities Act. In the event such an accommodation is necessary and is in conflict with any provision of this agreement, the Company and the Union shall meet to discuss such accommodation. However, no such accommodation shall result in

any employee being displaced from an owned job.

ARTICLE 4 GENDER

The use of the masculine gender in this Agreement shall be deemed to refer to persons of both sexes.

ARTICLE 5 ADDRESS AND TELEPHONE NUMBER

Each employee, whether active or inactive, shall keep the Employer advised of his current address and telephone number or contact if telephone is not available. The mailing of a notice to the address furnished to the Employer by each employee shall be deemed to be in compliance by the Employer with any provision in this Agreement which requires written notice to an employee.

ARTICLE 6 MANAGEMENT RIGHTS

Section 1: The management of the operation and the direction of the working force - including the right to hire, suspend, discipline or discharge for cause; to assign to jobs; to transfer, promote or demote employees; to increase and decrease the working force; to determine job loads, production standards, and rules applicable to the employees; to determine products to be handled, produced or manufactured; the schedules of production; and the methods, processes, and means of production or handling; as well as the right to determine the qualifications and ability of employees-are vested exclusively in the Company, provided this will not be used for the purpose of discrimination by any employee or to avoid any of the provisions of this Agreement.

Section 2: Supervisors or other personnel may perform any duties that are necessary in the conduct of the business, provided they are not used to replace bargaining unit personnel on a permanent basis.

ARTICLE 7 COMPANY AND UNION RESPONSIBILITIES

Section 1: During the term of this Agreement there shall be no strike, no sympathy strike, stoppage, slowdown, deliberate withholding of production, or suspension of work on the part of the Union, its members, or any individual covered by this Agreement, or lockout on part of the Company. In the event of a breach of this provision, the Union shall immediately declare publicly that such action is unauthorized and shall promptly order its members to resume their normal duties notwithstanding the existence of any picket line. The Union further agrees that it will in no way interfere with

the business of the Company by sanctioning or conducting a boycott on the handling of goods procured from a source or destined to a point where labor controversy may exist.

Section 2: In the event of a strike or a work stoppage by employees of another bargaining unit at the Tyson, Inc. facility, the employees of this unit will be required to continue working, but will not perform any work which would otherwise be the work of the bargaining unit engaged in a strike or a work stoppage. However, employees will not be required to cross a picket line at the Tyson facility, if the circumstances are such that to cross the picket line might physically endanger the employee.

Section 3: The Company shall have the right to determine the discipline given an employee or employees for breach of this Article. The severity of the discipline imposed for such violation shall not be subject to arbitration; the Union shall, however, have the right to grieve the question of fact as to whether or not an employee or employees have breached the provisions of this Article.

ARTICLE 8 BULLETIN BOARDS

A bulletin board for use by the Union shall be maintained in the plant at all times. Notices may be posted on such bulletin boards for such matters as Union meetings, social affairs, and Union elections and appointments. Other notices may be posted subject to the approval of the management as to their contents.

ARTICLE 9 LEAVE OF ABSENCE

Section '1: The Company may grant excused leaves of absence to employees who request same for personal reasons. Such leaves shall not be granted for the purpose of allowing an employee to take another position temporarily, try out new work, or venture into business for himself. Such leaves shall be for reasonable periods of time, as determined below. "Eligible Employee" is defined as a regular-full time employee with twelve (12) months of continuous service and has no more than five (5) instances of absenteeism. Personal leave may be granted for the following reasons.

- A.) Employee eligible for funeral pay may request a personal leave, not to exceed five (5) consecutive working days, providing the funeral is at least five hundred (500) miles from Waterloo.
- B.) All other personal leaves of absence will be granted at the discretion of management. Leaves will not typically exceed two (2) weeks.

The Company will make a reasonable effort to accommodate the "eligible

employee" when said employee requests a personal leave of absence, providing it does not create a hardship on other staff, management, or service to the client.

Section 2: Union Leaves - An employee chosen by the Union to attend Union conventions and conferences, shall be granted a leave of absence upon one (1) week's advance written request to the manager, for periods not to exceed 2 (two) weeks. Such leave shall be without pay, with a limit of one (1) per year.

ARTICLE 10 MILITARY SERVICE

Right to Re-employment: An employee who leaves or has left a position in the employ of the Company to enter active service in the Armed Forces of the United States, has the right to be re-employed by the Company, when such employee has completed his military obligation with full seniority and rights as provided under Section 9 of the Universal Military Training & Service Act.

ARTICLE 11 MILITARY SUMMER ENCAMPMENT

Regular full-time employees on the active payroll will be granted a leave of absence upon request where they are required to participate in summer encampment training as a member of the National Guard or any U.S. Military reserve as provided by the laws of Iowa.

Furthermore, when employed are notified by their respective military branch of the date of such training, they must immediately notify the Company.

ARTICLE 12 ADVISE OF REASON FOR DISCIPLINE

Section 1: In the event an employee is placed on an indefinite suspension, the Company shall within five (5) working days inform the employee of the reason for discipline and what form of discipline shall be administered.

It is understood that some cases require investigation and that the full five (5) days is needed, but the Company agrees that this provision should not be used to delay action unnecessarily. The Union also agrees that the Company may inform the Union of cases that require more than five (5) days and the Union will agree to extend the time in such cases to a mutually agreed upon date.

Section 2: When a decision is made regarding disciplinary action, the Company shall impose such action in a prompt manner.

Section 3: In the event an investigation of wrong doing, an employee who has a

legitimate reason for believing that he may be subject to disciplinary action may request Union representation by a steward of choice, when available.

ARTICLE 13 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: Should any disputes arise between the Company and the Union, the Company and its employees, or between employees of the Company based on the language and/or interpretation of the Agreement or violation of the Agreement's terms, such disputes shall be pursued only through the grievance-arbitration clause set forth in this Agreement.

The grievance procedure shall be handled according to the steps listed below. In the event of disciplinary action involving a discharge, it is understood that a grievance, will commence at Step 3 within (10) working days of the knowledge of the incident.

STEP 1

The employee involved, with a Union representative if he so desires, shall present the matter (verbally) to the Manager within (3) working days of the knowledge of the incident.

The Manager shall respond to the employee within three (3) working days. The affected steward and employee shall present the grievance on their own time.

STEP 2

If the matter is not settled in the first step, the Union shall present the matter to the manager. Grievances in this step must be presented in writing within (10) working days from the completion of the first step. The Manager shall have five (5) working days in which to respond in writing to the Union. The affected steward and employee shall present the grievance on their own time **(except when it doesn't interrupt production)**.

The written grievance shall identify:

- (a) The facts giving rise to the grievance,
- (b) The complaint of the grievant,
- (c) The relief requested, and shall be signed by the employee or the Union.

STEP 3

If the matter is not settled in the second step, the Union shall be present the matter to the District Manager or Vice-President. Grievances in this step must be presented in writing within six (6) working days from the completion of the second step. The Company shall have six (6) working days in which to respond in writing to the

Union. The affected steward and the employee shall present the grievance on their own time. If the grievance is not resolved in this step, the grievance may be submitted to an impartial arbitrator to be selected by mutual agreement of the parties.

Section 2: A written request for arbitration shall be made within seven (7) days of the Pre-Arbitration answer. A written request for arbitration shall be made within thirty (30) days' time limit to the Federal Mediation and Conciliation Service, the grievance shall be ended and the subject matter of the grievance shall be settled. Either party shall have the right to request a list of seven names from the Federal Mediation and Conciliation Service and strike names to determine which one shall sit on the arbitration. His decision in the grievance shall be final and binding upon the employee(s) involved and upon the parties to this Agreement, provided he shall not have authority other than to apply the terms and conditions specifically set forth in this Agreement. It is recommended that the Arbitrator shall submit his decision, in writing, within thirty (30) days after the conclusion of the hearing or hearings as the case may be. The compensation and necessary expenses of the arbitrator shall be borne equally by the Company and the Union.

Section 3: The parties agree that the time allowed to process a grievance is adequate. If the Union fails to process a grievance in the time specified herein, the grievance is ended. However, if either party requests a reasonable extension, the time limit specified for any step of the grievance procedure may be extended by mutual agreement of the Company and the Union Representative involved in that step. Such agreement must be in writing, for a definite time period, and signed by each representative. In the event the Company fails to answer the grievance in the specified time period, the grievance shall automatically advance to the next step.

The Company shall make every effort to release affected stewards and witnesses to attend the grievance meeting at the request of the Union, but in no event shall the employee be paid by the Company. It is understood that if an individual employee wishes to pursue a grievance, a Union representative shall receive copies of all grievance answers and shall have the right to be present at such meeting.

Section 4: In the event an employee is reinstated by an arbitrator, the maximum liability of the Company shall be the employee's lost WS, Inc. earnings reduced by all compensation received by the employee during the discharge period from other employment, unemployment compensation, workers' compensation or other earnings.

Section 5: The Company has the right to insist that the grievant be present during a disciplinary arbitration hearing.

ARTICLE 14 SAFETY COMMITTEE

Section 1: The Company and the Union recognize the priority and need for an effective, structured safety program to provide safe working conditions for all employees.

The Joint Safety Program is designed to address all health and safety working conditions within the plant, and both parties will constructively work together to improve the safety of the facility conditions or practices.

Section 2: The Company agrees that it has the sole responsibility to provide a safe workplace and to correct safety hazards. Nothing in this Agreement shall imply that either the Local or International Union has undertaken or assumed any portion of that responsibility. In exercising its rights to manage the safety and health program in the plant, the Company will continue to inform both management and non-management employees that safety depends upon the performance of every person in their job duties.

Section 3: The Company will continue the Safety Committee in the plant for the purpose of advising and assisting the Company in identification of safety hazards and to recommend solutions.

A. The membership of the Safety Committee shall consist of Employee Representatives designated by the Local Union. It will be composed of two (2) employees, one (1) member from day shift and one (1) member from night shift and subject to replacement under such circumstances and conditions as the Local Union may determine. Management representatives are designated by the Manager and subject to replacement under such circumstances and conditions as the Cafeteria Manager may determine. Upon request, the Company and Union will review the committee members effectiveness.

B. The Safety Committee shall convene once per month and at such other times as the Cafeteria Manager shall determine in order to carry out its functions. The duties of the Committee shall include the review and investigations of safety practices and rules and health and safety conditions in the plant and the handling of safety complaints. The Company shall cooperate in including a representative designated by the Union in all OSHA inspections, to the extent required by law or mutually agreed as beneficial to the safety effort.

Committee members will be permitted to make their own inspections of the plant conditions as are reasonably needed (provided that this shall not be abused), subject to such controls as the Cafeteria Manager may impose. Working hours lost by employee committee members in the performance of their duties as members of the Committee

shall be compensated by the Company at their regular hourly rates, and will not count towards overtime calculations.

C. The Safety Committee shall review safety concerns and make recommendations to management as promptly as is feasible.

D. The Company shall take minutes of the Joint Safety Committee meetings and promptly furnish copies of such minutes to the Local Union and to the employee members of the Safety Committee.

E. The Company will pay lost working time for bargaining unit Safety Committee members as may be necessary to attend safety training programs or seminars scheduled by management.

F. The Company's Cafeteria Manager shall notify a designated Union Safety Committee member of the occurrence of any accident resulting in an injury causing an employee to be hospitalized overnight. The designated Union Safety Committee member and the Cafeteria Manager shall review the circumstances causing the accident.

Section 4: In the event an employee detects what he believes to be a hazard to health or safety in his working area, he shall have the right to contact his immediate supervisor, who, if in agreement with the employee, shall take immediate action to eliminate the hazard. If the employee believes that the hazard has not been eliminated, such employee shall have the right to contact an employee member of the plant Safety Committee, who shall then bring the matter to the attention of the Cafeteria Manager.

Section 5: The Company will provide such training programs as management, in its sole discretion, decide are necessary to assure that each employee, in conjunction with his respective job, is adequately trained in the precautions and procedures required for safety and maintenance, handling and use of facilities, equipment, machinery, chemicals, and apparatus. The recommendations of the Safety Committee shall be given consideration by management in this regard.

Section 6: The Company shall provide the Local Union a list of all known hazardous substances and processes in use in the operation, giving the chemical name and trade name of each, and stating the known dangers and harmful effects of each and the known threshold levels of measurements of other factors which may give rise to such dangers or effects.

ARTICLE 15 SENIORITY

Section 1: It is the policy of the Company to follow seniority in order that full-time employees with the greatest amount of service shall have the greatest amount of

employment security and opportunity for promotion.

However, efficient operation of the plant and fairness to all requires that physical fitness and ability be considered as well as seniority in all matters covered in this Article. Full-time employees with the greatest seniority shall have preference in layoffs, call backs, promotions, demotions, and transfers to available permanent vacancies.

Section 2: Seniority shall be established on the basis of continuous full-time service with the Company at its Waterloo plant. A full-time employee, 32 hours or more and part-time 31 hours or less after ninety (90) days, shall be a regular employee and shall have seniority. Prior to attaining seniority, an employee is known as a probationary employee. In certain circumstances the Company may extend the probationary period for an additional (30) days in cases where the Company and the Union agree that more time is needed to evaluate the affected probationary employee. It is understood that the Company may, at its sole discretion, discipline or terminate a probationary employee and that no grievance concerning such discipline or termination shall be filed or processed in his behalf.

Section 3: Employees, upon successful completion of probationary period, shall have the right to bid jobs under the provisions of this Article.

Section 4: Permanent job openings shall be posted for not less than three (3) working days. To be considered as a candidate for such opening, an employee must be able to work the hours required. The employee must also possess the physical fitness and ability to perform such work. When posted for bid, the job will be assigned to the employee with the most seniority who signs the posting within three (3) working day period.

The successful bidder on the job posting at the time the posting is taken down, will be required to accept the job and shall make a sincere effort to learn the job.

An employee may not bid for a position until after he has been employed at least (90) days.

All postings shall state the job title, department, a brief description of principal duties, and the rate of pay of each job. A successful bidder on a lateral or downward bid shall be restricted from any further bidding for six (6) months from the date of such bid.

The successful bidder on the job posting at the time the posting is taken down will be required to accept the job and shall make a sincere effort to learn the job. An employee permanently assigned to a different job classification will have a fair trial and training on such job not to exceed thirty (30) working days. If after the trial period the employee is considered qualified and capable of performing the job, he will be assigned

to the job. At any time during this period that it becomes apparent to the manager that the employee is not progressing in the new position, the employee may be returned to his old position. If the employee is, in the Company's opinion, unqualified and incapable of performing the job, he shall return to their previous classification.

Section 5: Jobs will be posted for bidding on the following basis: when they are vacated by layoff, discharge, resignation, permanent transfer of the job holder to another job, or creation of a new permanent job. Temporary vacancies, such as vacancies caused by sickness of less than twelve (12) weeks, leave of absence, vacations, etc. will not be offered for bid. The Company will observe, insofar as possible, the principle of "senior may, junior must" for employees working the shift whereupon the temporary vacancy occurs in utilizing this specific provision. The employee temporarily transferred will receive the rate of the job to which he has been transferred to or his permanent rate, whichever is higher.

Vacancies caused by sickness or leave of absence greater than 45 days shall be bid. The Company and Union may mutually agree to extend this time in cases where it appears the employee will be able to return to work in a short period. If the original job owner returns to the job within 6 months, the employee filling the vacancy shall become a non-job owner. In this instance, the provisions of Article 15, Section 11 shall not apply.

Section 6: An employee may be temporarily transferred to any job or shift or to any department in the cafeteria. Temporary transfers shall be assigned on the basis of "senior may, junior must". The employee temporarily transferred will receive the rate of pay of the job transferred to or their permanent rate, whichever is higher.

Section 7: An employee who is qualified on a bid job and then is disqualified at a later date, in exercise of the Company's sole discretion, will revert to his former bid job if vacant. Otherwise, he will be placed on available work.

Section 8: Employees will be allowed to bid within their own classifications only when vacancies occur, which allow for additional hours or a change of shift.

Section 9: Seniority will be determined by lot for employees hired on the same day.

Section 10: Seniority lists shall be maintained on bulletin boards and shall be republished each month and a copy will be furnished to the Union.

Section 11: An employee shall forfeit his employment for the following reasons:

- A. Voluntary quitting.
- B. Discharge for proper cause.

- C. Being absent for two (2) consecutive days without proper notification to the employer.
- D. Overstaying a leave of absence without justifiable cause.
- E. Layoffs for more than eighteen (18) months.
- F. Failure to report from a layoff within seven (7) days after written notice has been sent by certified mail to the last known address on the Company records. Upon request, the Company will grant a further four (4) day extension of time.
- G. Full settlement with an employee for total disability.
- H. Retirement.
- I. Absences in excess of twelve (12) months due to illness or injury. The Company and the Union may mutually agree to extend this time in cases where it appears the employee will be able to return to work in a short period.

Section 12: Employees on authorized leave of absence as set forth in Article 9 shall retain and accumulate seniority during such leave.

ARTICLE 16 WAIVER, ENTIRE AGREEMENT AND SEPARABILITY

Section 1: ENTIRE AGREEMENT. This is the complete agreement providing all benefits to which any employee may be entitled, and it is expressly understood and agreed that the Company has no obligation to any employee or employees other than those specifically provided herein.

Section 2: WAIVER. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after and exercise the right and opportunity is set forth in the Agreement.

Therefore, the Company and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right and, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred or covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 3: AMENDMENTS. Any modification or supplement to this Agreement to be effective must be reduced to writing and executed by proper representatives of each party.

Section 4: SEPARABILITY. If any article or section of this Agreement or any

written amendment hereto shall be held invalid by operation of law or by tribunal of competent jurisdiction or if compliance with or enforcement of any article or section shall be restrained by such a tribunal pending a final determination as to its validity. The remainder of this Agreement and of any written amendment hereto, or the application of such article or section to persons or circumstances other than those as to which such provision has been held invalid or to which compliance with or enforcement has been restrained, shall not be affected thereby.

ARTICLE 17 HOURS OF WORK

Section 1: The work week for payroll purposes shall start at 12:01 a.m. on Saturday and end at midnight Friday evening.

Section 2: Hours of work shall be scheduled in line with production schedules of Tyson Inc. and employees will be notified in advance of changes in work schedules. Employees shall be required to work all scheduled hours.

Section 3: Time and one half (1 1/2) will be paid for all hours worked in excess of forty (40) in any one week. Work time will be computed from the time employees on a position commence their work until the time work is stopped at a position and will be computed to the nearest minute.

Section 4: Employees, if qualified in accordance with Article 19, other than part-time employees working on holidays, shall receive their regular holiday pay (eight hours straight time pay) and shall be paid double time (2X) times their regular hourly rate for work actually performed on such holidays. Double time (2X) will be paid on any work performed on Sundays.

Section 5: This article shall not be construed to contain any guarantee of hours of work per day or per week or of days of work per week. There shall be no duplication or pyramiding in the computation of overtime and nothing in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked.

Section 6: Regular full-time employees who report for work at their normal starting hour, except where the employee has received notice prior to their normal time of leaving home or a minimum of one (1) hour before reporting time, have not been notified, shall be paid at their established rate for all work between the hour they report for work and the hour they are dismissed for the day, but in no event for less than three (3) hours. With respect to part-time employees, the pay for reporting time shall be for a minimum of two (2) hours. The above position is, however, not applicable in case of power failure, fire, unauthorized strike, or any cause over which the company has no control.

Section 7: If an employee is requested to work and does work in a higher rated job in excess of two (2) hours or more in a work day, such employee shall be paid at the higher rate of pay for time actually spent on the higher rated job.

Section 8: Employees shall be paid biweekly through mandatory direct deposit with pay issued on Thursday for the hours worked the previous two (2) weeks.

Section 9: An employee who is injured on the job and is unable to perform work for the remainder of the day, by doctor's instruction, or is in a medical facility receiving treatment for the injury, shall be paid gang time for that day, not to exceed normal scheduled hours.

ARTICLE 18 MEAL PERIODS/REST PERIODS

Section 1: All employees covered by this Agreement shall be granted a thirty (30) minute unpaid meal period and shall not be requested to work during this period except in case of extreme emergencies, such as an Tyson breakdown at which time their employees are sent to break. After such emergency, the employee will be allowed to finish their break. If the employee's shift does not exceed 5 1/2 hours, a lunch period may not be granted. Employees will be granted a rest period of fifteen (15) minutes approximately halfway through the first portion of their shift and a second rest period of the same duration if the day's work schedule exceeds eight (8) hours and fifteen (15) minutes.

ARTICLE 19 HOLIDAYS

Section 1: The following days shall be observed as paid holidays:

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

Section 2: All regular full-time employees shall receive eight (8) hours straight-time pay for each of the above holidays, provided they have met the following qualifications:

An employee must work the full scheduled work day before and the full scheduled work day following a holiday or be on a previously

(24 hours prior to the holiday) excused absence, except for extended LOA to receive holiday pay.

Section 3: In the event a holiday falls during an employee's vacation period, such employee will receive another day to observe the holiday or receive an extra day's pay in lieu thereof.

ARTICLE 20 VACATION

Section 1: Each regular full-time employee earns forty (40) hours of vacation on their first and second anniversary, 80 hours vacation on the third through the ninth anniversary, 120 hours of vacation on the tenth anniversary, and 160 hours of vacation on the fifteenth-year anniversary, and each year thereafter.

1 year - 1 week
3 years - 2 weeks
10 years - 3 weeks
15 years - 4 weeks

Section 2: Each week of vacation pay shall be equal to forty (40) hours pay at the employee's straight time hourly rate. To qualify for paid vacation, the employee must have passed his anniversary date.

Section 3: Vacation must be taken within 12 months of the date it was earned.

Section 4: Vacation pay shall be paid as per the normal pay period.

Section 5: Notice of vacation scheduling will be posted by March 1. Scheduling will commence April 1 and will be completed by April 15. It is recognized the Company must approve the vacation schedule in order to insure regular and efficient operation.

Section 6: Where the Company's operations are shutdown or limited, the Company may require employees who are eligible to take their vacation at that time.

Section 7: When the vacation period is authorized and scheduled, the time for taking such vacation shall not be changed unless the change is mutually agreed upon between the employee and the company.

Section 8: In order to qualify for a vacation, a regular full-time employee must have worked 44 weeks in the anniversary year. A day worked during the week shall count as a week worked for this requirement. A maximum of two weeks of leave for employees required to participate in official activities as a member of the National Guard or any United States military reserve, a vacation, jury duty, 26 consecutive weeks of

compensable injury and four weeks of consecutive sick leave will be credited toward the 44 weeks of work requirement.

ARTICLE 21 FUNERAL LEAVE

Section 1: Absences due to the death of a member of the employee's immediate family will be treated as an excused absence. A regular full-time employee, who notifies the company management as soon as possible and who is so absent will be paid during the period of absence on the following basis:

1. In the event of the death of a member of the immediate family, the employee will be paid the number of hours he would have otherwise been scheduled to work up to a maximum of eight hours in any one day for each of three consecutive work days (one of which must be the day of the funeral).

The immediate family is defined to include: spouse, child, legally adopted children, step-child, and parent.

2. In the event of the death of a sister, brother, current mother-in-law or current father-in-law, the employee will be paid the number of hours he would have been scheduled to work up to a maximum of eight (8) hours for the day of the funeral.

3. When requested, the employee must furnish satisfactory proof to the company of the relationship of the deceased, the date of the funeral, and his attendance of the funeral.

4. Any employee requesting additional leave should do so by making such request through the cafeteria manager.

ARTICLE 22 JURY DUTY

Section 1: An employee called to jury duty in the county, state, or Federal courts shall be excused for jury service on presenting the summons requiring such duty to his Supervisor.

Section 2: A regular full-time employee will be paid the scheduled hours he would have worked up to a maximum of eight (8) for each full day of jury service when it falls on a scheduled workday. If the employee is dismissed from jury service during his normal scheduled hours, he will be expected to notify his supervisor as to his availability of work.

Section 3: Regular full-time employees working on second shift who are called to jury duty and are required to spend four (4) or more hours in any one scheduled workday as a juror will be eligible for jury pay as outlined above. The employee must present documented evidence of the number of hours served by the appropriate court.

ARTICLE 23

UNIFORMS

Section 1: The Company will provide each employee with three (3) uniform tops. If such uniforms provided by the company are wash-and-wear uniforms, the uniforms will be washed and maintained by the employees.

ARTICLE 24

CHECKOFF

Section 1: The company agrees to checkoff uniform initiation fees, monthly dues, A.B.C., and Voluntary Death Benefit, on the basis of individually signed, voluntary checkoff authorizations shall comply with the laws of the State of Iowa and the Labor Management Relations Act. The Company shall remit the said initiation fees and monthly dues to the Financial Secretary of the Union within 10 days after the first pay day of the following month, or the employee's next rest period immediately thereafter. The Union agrees to indemnify and save harmless the Company from any liabilities arising out of the checkoff provisions of the Article.

Section 2: The Company agrees to notify the Union of the hiring of any new employee in a job category in Article 25, giving the name and address and social security number of such employee within thirty (30) days of the date of hire. The Company further agrees to notify the Union of the termination of any such employee.

ARTICLE 25
WAGE RATES

	Year 1	Year 2	Year 3	Year 4
		+ .30	+ .30	+ .30
Dishwasher A & B	\$10.50	\$10.80	\$11.10	\$11.40
Lead Cook AM	\$12.50	\$12.80	\$13.10	\$13.40
Lunch Cook	\$12.50	\$12.80	\$13.10	\$13.40
Evening Cook	\$12.50	\$12.80	\$13.10	\$13.40
Asst. Cook A & B (if needed)	\$10.50	\$10.80	\$11.10	\$11.40
Vending	\$12.10	\$12.40	\$12.70	\$13.00
Vending Assistant (if needed)	\$11.10	\$11.40	\$11.70	\$12.00
Opening Cashier	\$10.75	\$11.05	\$11.35	\$11.65
Cashiers	\$10.50	\$10.80	\$11.10	\$11.40
Kitchen Assistant	\$10.50	\$10.80	\$11.10	\$11.40
Prep A & B	\$10.50	\$10.80	\$11.10	\$11.40

The Utility job has been combined with the Cashier's job with the understanding that if the job returns, the cashiers

have the first option to bid to the job. The rate will be determined at that time.
Trainer rate - \$.10 above current job rate.
No probationary pay steps
Employees will receive one-half (%) day off with pay for maintaining perfect attendance for six (6) months.

**ARTICLE 26
DURATION OF AGREEMENT**

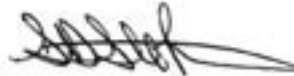
This Agreement shall become effective August 1, 2019 and shall remain in full force and effect until 11:59 p.m. July 31, 2023. Either party may terminate the Agreement by giving written notice to the other on or before sixty (60) days prior to May 20, 2023. If such notice is not given by either party, this Agreement shall renew itself for successive one (1) year periods, until such notice is given. Such notice shall be given by registered or certified mail.

For the Company



Rod VanPelt
Vice-President

For the Union

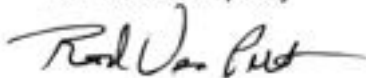


Samuel Stokes
Union Representative

**ARTICLE 27
HEALTH/LIFE/DENTAL INSURANCE**

Eligibility: All regular full-time employees are eligible for health life and dental insurance. In order to be considered a regular full-time employee for purposes of health insurance, the employee must be regularly scheduled to work 30 hours per week. Each employee will become eligible for coverage under this Plan with respect to himself or herself on the first day of the month following completion of a Service Waiting Period of 60 days, provided the Employee has begun work for his or her participating employer. If the employee is unable to begin work as scheduled, then his or her coverage will become effective on such later date when the employee begins work. Any questions concerning benefits or eligibility will be governed by the plan documents. VVS will provide eligible employees the opportunity to enroll in Medical/Life/Dental benefits provided through a VVS Inc. sponsored provider. The plan(s) plan design(s) and schedule(s) of benefits may be adjusted from time to time in line with changes in the Medical/Life/Dental benefits package for all WS Inc. employees or as required by law. Other changes might include a change in the insurer, or other service provider that provides the benefits or establishes the network of participating providers. Any changes to premiums or eligibility will be effective with the start of the plan year, April 1st. Employee contributions for benefits will be at the standard VVS Inc. rates and are subject to change from time to time in accordance with changes made for all VVS Inc. employees or as required by law.

For the Company



Rod VanPelt
Vice-President

For the Union



Samuel Stokes
Union Representative

MEMORANDUM OF UNDERSTANDING

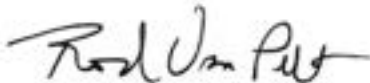
This memorandum is hereby made a part of the Labor Agreement between VVS, Inc., Cozad, Nebraska for its Waterloo, Iowa plant and the United Food and Commercial Workers, on behalf of its Local Union, 431, CLC, dated August 1, 2019 to July 31, 2023.

SUBJECT: ACTIVE BALLOT CHECKOFF

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 the Agreement unless such employee revokes his or her authorization in writing. The amount 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 deduction 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 of union dues and initiation fees. No checkoff shall be made in violation of any state or federal law or regulation.

The Union and its Members shall indemnify and hold the Company harmless from any claims, suits, judgements or attachments, and from any other form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment under the conditions permitted by law.

For the Company



Rod VanPelt
Vice-President

For the Union



Samuel Stokes
Union Representative

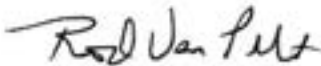
MEMORANDUM OF UNDERSTANDING

This memorandum is hereby made a part of the Labor Agreement between VVS, Inc., Cozad, Nebraska for its Waterloo, Iowa plant and the United Food and Commercial Workers, on behalf of its Local Union, 431, CLC, dated August 1, 2019 to July 31, 2023.

SUBJECT: SENIORITY LISTS

VVS, Inc. agrees to provide UFCW an up-to-date list of all employees in the bargaining unit in writing to the Union business office quarterly.

For the Company



Rod VanPelt
Vice-President

For the Union



Samuel Stokes
Union Representative

MEMORANDUM OF UNDERSTANDING

This memorandum is hereby made a part of the Labor Agreement between VVS, Inc., Cozad, Nebraska for its Waterloo, Iowa plant and the United Food and Commercial Workers, on behalf of its Local Union, 431, CLC, dated August 1, 2019 to July 31, 2023.

SUBJECT: UNION SHOP, AGENCY SHOP, FAIR SHARE

If, during the term of this Agreement, there should be a change in the Iowa Law permitting a Union Shop, Agency Shop, Fair Share or any other form of Union Security adopted by the State of Iowa, the company and the Union agree to meet within a reasonable period of time to discuss the implementation of such law into this Labor Agreement.

The Union Shop, Agency Shop, Fair Share language will only be applicable to newly hired employees (those hired after the change in the Iowa Law) in any and all departments covered by this agreement, as a condition of continuing employment.

For the Company



Rod VanPelt
Vice-President

For the Union



Samuel Stokes
Union Representative

MEMORANDUM OF UNDERSTANDING

This memorandum is hereby made a part of the Labor Agreement between VVS, Inc., Cozad, Nebraska for its Waterloo, Iowa plant and the United Food and Commercial Workers, on behalf of its Local Union, 431, CLC, dated August 1, 2019 to July 31, 2023.

SUBJECT: VVS 401(k) Plan

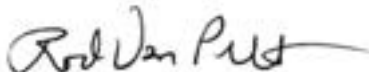
This memorandum is hereby made a part of the Labor Agreement between VVS, Inc., Cozad, Nebraska for its Waterloo, Iowa plant and the United Food and Commercial Workers, on behalf of its Local Union, 431, CLC, dated August 1, 2019 to July 31, 2023.

The Company agrees to make available the 401(k) Plan to cover employees in the bargaining unit. A 401(k) plan that allows for voluntary employee contributions and a discretionary company match.

The Plan includes the following terms:

1. Employees become eligible following completion of one (1) year of service.
2. Employee pre-tax and/or Roth deferrals and a discretionary company match.
3. VVS currently matches .50 for every \$1.00 an employee contributes up to 5% of their wage.
4. Eligible employees can sign up; October 1, January 1, April 1, and July 1.
5. Employees will receive information from the plan provider when they are eligible to participate. Any questions concerning benefits or eligibility will be governed by the plan documents.

For the Company



Rod VanPelt
Vice-President

For the Union



Samuel Stokes
Union Representative

UFCW DISTRICT LOCAL UNION 431

BOB WATERS
PRESIDENT

SCOTT NOYD
SECRETARY-TREASURER

Davenport Office
2411 W. Central Park Avenue
Davenport, Iowa 52804

(563) 323-3655
1-800-292-7293

You can contact your local union
On the Internet

Our Website address is:

www.ufcw431.com

Please attend your union meetings