

Agreement

Between

Waterloo Processing, LLC

And

**The United Food and
Commercial Workers
District Local 431**

Effective: October 5, 2021

Expires: October 3, 2023

ARTICLE

INDEX

2

WATERLOO PROCESSING LLC

UNITED AND COMMERCIAL WORKERS UNION LOCAL 431

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AGREEMENT

This Agreement effective this **5th** day of **October, 2021** is between Twin City Tanning, LLC, Waterloo Iowa hereinafter referred to as the "Employer", and the UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 431, hereinafter referred to as the "Union".

ARTICLE 1

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION DISTRICT LOCAL 431

The Employer and The Union as the exclusive Collective Bargaining Agent for all full-time and part-time production and maintenance employees, including drivers, at the Employer's Waterloo, IA operation, excluding Office Clerical Employees, Guards, Supervisors, and all other employees as defined in the Act, as amended.

- 1.2 The Company will not bargain collectively with any other Labor Organization affective employees in the Certified Unit.

ARTICLE 2

UNION DUES CHECKOFF

2.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain members in good standing, and those who are not members on the date on which this Agreement is signed shall on the thirty-first (31st) day following the day on which this Agreement is signed become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is signed shall, on the thirty-first (31st) day following the beginning date of such employment become and remain members in good standing in the Union.

2.2 "In good standing," for the purposes of this Agreement between this Union and the Employer, is defined to mean the payment of a stand initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues as applied uniformly to all employees covered by this Agreement.

2.3 The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this agreement, whichever occurs sooner. Such deduction will be made by the employer from the wages of the employees during each calendar month and will be transmitted to the Union. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the necessary deduction shall be made from the

the employee's wages in the immediate following month at the time which is the usual and customary time for dues and initiation fees deductions. Said amount will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made.

- 2.4 The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Employer with a record of such refund.
- 2.5 Employees shall have the right to contribute in A,B,C, active ballot club and death benefit programs donations by signing the proper authorization form.

ARTICLE 3 **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the parties hereto, their successors, purchasers, lessees, assignees, or whatever, during the life of this Agreement.

ARTICLE 4 **POLICY**

The Employer agrees that it will be discriminate against any employee or applicant, as prescribed by federal or state laws or their membership or activity in the Union.

ARTICLE 5 **MANAGEMENT**

- 5.1 The management of the plant and the directions of the working forces, including the right to hire, suspend or discharge for just cause and the right to relieve employees from duty because of lack of work, or for the other legitimate reasons, are vested exclusively in the Employer; provided, however, that it will not be used for the purpose of discrimination against any employee, or to avoid any of the provisions of this Agreement.

ARTICLE 6 **RATES OF PAY**

- 6.1 The hourly wage rates and classifications paid shall be shown in Appendix A attached hereto and made a part of this Agreement.
- 6.2 Employees on a night shift shall be paid 0.25 cents per hour in addition to their regular rate of pay for all hours worked form 10:00pm to 6:00am.

Employees shall have one rate of pay under this Agreement, which shall be the rate of pay for the job classification to which an employee is regularly assigned.

- 6.4 An employee who is temporarily assigned a job that carries a premium pay rate, will be paid that premium pay rate for the hours worked in that position.

ARTICLE 7

REST PERIODS AND LUNCH PERIOD

- 7.1 There will be a twenty (20) minutes paid break within the first three (3) hours of work. There will be a 1/2 hour non paid lunch between three (3) hours and six (6) hours of work. There will be a fifteen (15) minutes paid break after nine (9) hours of work depending on the amount of work left to be done. If less than half 1/2 hour, no breaks, if it does go over fifteen (15) minutes.
- 7.2 There shall be a one twenty (20) minutes lunch period in any day where the employee is to work in excess of ten (10) hours per day.
- 7.3 Any employee who works straight thru lunch should get half hour (1/2) paid lunch, Drum operator maintenance and waste water.

ARTICLE 8

EQUIPMENT

- 8.1 The Company will contribute our cost of the provided boots towards a pair of boots of the employees choosing (1) per year or be determine by the company.
- 8.2 The employer will provide all equipment the employee need to perform the job.

ARTICLE 9

HOURS OF WORK AND GUARANTEED TIME

- 9.1 Eight (8) hours shall constitute the basic work day. Forty (40) hours shall constitute the basic work week.
- 9.2 time and one-half (1 'A) shall be paid for all hours worked in excess of eight (8) hours in any one day or forty (40) hours in any week, whichever is the greater, in the event the employee works each day of the week that they are scheduled.

- 9.3 Except for those employees on any approved vacation, received holiday or bereavement pay or other paid leave of absence, an employee who fails to work all of the scheduled days in any work week shall be ineligible to receive daily overtime. Such employee shall be paid overtime for hours worked in excess of forty (40) hours weekly or (32) hours in a holiday week.

This provision shall not apply in weeks in which the Company dismisses employees early due to lack of work, mechanical breakdown or shutdowns for any reason.
- 9.4 Time and 1^{1/2} shall be paid for all hours worked employees who work on the sixth (6th) consecutive day. In holiday weeks, this provision will apply to the fifth (5) work day.
- 9.5 In weeks in which an entire day is celebrated as a holiday, the work week shall be of eight (8) hours each day or a total of thirty-two (32) hours. In holiday weeks overtime will be paid on all hours worked in excess of eight (8) hours in a day or thirty-two (32) hours in the week. The provisions above which requires employees to work all of the scheduled days to received daily overtime shall have a thirty-two (32) hours threshold on holiday weeks.
- 9.6 Shall be no pyramiding or duplicating of overtime.
- 9.7 Any full-time employees who reports to work shall be paid not less than four (4) hours at their regular rate of pay.
- 9.8 Holidays schedule to work, will be posted 24 hours prior to the holiday.

ARTICLE 10
HOLIDAYS

- 10.1 The following days shall be considered as holidays:

New Year's Day	Labor Day
Thanksgiving Day	Good Friday (1/2) day holiday
Christmas day	
Fourth of July	
Memorial Day	
- 10.2 The Company agrees that any change in holidays or additional holidays by the Packers It services, will be honored as paid holiday by the Company.
- 10.3 It is further agreed that should be the Company be forced to operate on any of the additional holidays due to a Packer killing, these additional holidays will be half holidays.
- 10.4 Employees shall receive eight (8) hours pay at his regular rate of pay for each of the above named holidays. In order to qualified for holiday pay employees shall work the day before and the day after all schedule hours.

- 10.5 Any employee who is required to work on any of the above named holidays shall receive double (2 times) the regular rate of pay for all hours worked, in addition to the eight (8) hours pay for the holiday.
- 10.6 Employees who work past midnight on Good Friday and Christmas Eve shall receive double time for those hours worked.
- 10.7 If any of the above named holidays occur within an employee's vacation he shall be given an additional day off and be paid eight (8) hours pay for that day.
- 10.8 When any of the above holidays fall on the employees scheduled day off, Saturday or Monday, Each eligible employee shall be paid on additional eight (8) hours pay, at his regular rate of pay. If any of the above listed Holidays fall on Sunday, it shall be observed on the following Monday.
- 10.9 All employees who have one (1) year or more of employment with the Employer shall receive eight (8) hours of pay at the employee's regular hourly rate of pay for their birthday.

ARTICLE 11
VACATIONS

Employees after having completed the following years of service shall be entitled to the corresponding weeks of vacation with pay, employees are to schedule vacation by seniority starting January 1st To February 1st vacations will not be carried over from year to year.

After one (1) year, one (1) week
After three (3) years, two (2) weeks
After ten (10) three (3) weeks
After twenty (20) years, four (4) weeks

- 11.2 An employee who works nineteen hundred (1900) hours or more in their anniversary year shall be entitled to a full vacation period as determined in 11.1.
- 11.3 A new employee shall become eligible for his first vacation with pay upon his first Anniversary date, provided he has worked a minimum of nineteen hundred (1900) hours during his first Anniversary Year, counting as days worked those set forth in Section 11.2.
- 11.4 Vacation pay for each week of vacation shall be computed on the basis of forty (40) hours. Employees shall receive their vacation pay at the time employee take their vacation. There shall be no carryover of vacations. At the end of the employee's anniversary year any unused vacation will be paid out.

- 11.5 vacation in general there shall be no more than one (1) person per division schedule for vacation at the same time seniority will apply.
- 11.6 Employees who fail to select vacations by February 1st, will be placed at the bottom of the seniority list for the purpose of vacation selection.
- 11.7 When a holiday occurs during an employee's vacation, such employee shall be granted an additional day off and be paid eight (8) hours pay.
- 11.8 The approved vacation selection shall be posted by February 1st every year.

ARTICLE 12
SENIORITY

- 12.1 Seniority will operate on a plant-wide basis.
- 12.2 Plant seniority shall operate as to layoffs.
 - (a) An employee with one (1) year or more Plant seniority at the time of layoff shall have the right to displace an employee with less than forty-five (45) days service.
 - (b) An employee with two (2) years or more of plant seniority at the time of layoff shall have the right to displace the most junior employee in the plant as long as they qualified and have the skill and ability to perform the job.
- 12.3 An employee shall be on probation and not acquire seniority until worked forty-five (45) days. Upon completing of the forty-five (45) days, the seniority shall commence from the date of hired.
- 12.4 The Employee Responsibility to keep Information updated with the Company and the Union.
- 12.5 The seniority of an employee shall be considered broken and all rights forfeited when he:
 - (1) Voluntarily leaves the service of the Employer
 - (2) Is discharged for just cause
 - (3) Fails to return to work when recalled under Section 12.2 above
 - (4) Has been out of employment by the Employer for a period of one (1) year. Time off for sickness or accident, compensable or not shall not break seniority rights.
- 12.6 Employees proved to have been suspended, laid off out of turn or discharged without just cause, will be returned to position available with full seniority and may be paid for all time lost, depending on the Arbitrator's decision.

- 12.7 Promotions within the bargaining unit shall be made according to plant seniority, providing the ability prevails, or the employee can learn the job in a reasonable length of time.
- 12.8 The Employer agrees to post notice of all jobs, and jobs on the early starting shift in the plant for three (3) working days. The employee with the most seniority in the plant shall be given an opportunity to qualify for the job if he or she bid on that job.
- 12.9. The plant Manager and Union Representative will have a sign-up sheet for employees who wish to be considered for the posted position. The employee shall have to request to sign the sheet to be considered for the position. Union Rep can signed it if contacted.
- 12.10. An employee who successfully bids for a job and becomes qualified shall be ineligible to bid for another job for six (6) months unless bidding up.
- 12.11. An employee shall have an equivalent of fifteen working days to qualify for the posted job. At that point the employee will either begin to receive the premium or shall be returned to their previous position with no loss of seniority.
- 12.12. The seniority list of the employees shall be posted in the plant and copies provided electronically to the Union Quarterly. The seniority lists shall be posted by December 1st for vacation scheduling.
- 12.13. Employees who fail to qualify for promotions as set forth above, shall be returned to their former job without loss of seniority.
- 12.14. For scheduling purposes only, Maintenance shall have their own seniority. However, in case of lay-off, plant seniority will apply.

ARTICLE 13
GRIEVANCE AND ARBITRATION

- 13.1. When an issue arises in the plant, the employee should inform the supervisor and may attempt to first settle the matter with foreman. In the event that this is unsuccessful, the Representative of the Union shall be called so that the matter may be settled without loss of time to either party.
- 13.2. If the grievance cannot be resolved on a local level, a Representative of the Employer and a Representative of the Union shall, within seven (7) calendar days, attempt to reach a settlement of the controversy, dispute or disagreement.
- 13.3. In the case of wage discrepancies, the Employer agrees to submit to the Union upon request from the Union any and all wage data concerning same.
- 13.4. Any claimed grievance of any kind, except grievances relating to pay, to be acted upon or accepted as valid for any reason, must be filed in writing with the Employer and the

Union within thirty (30) calendar days of each alleged act of violation, except that pay grievance, shall be collectable over a period of time covering two (2) years or back to the effective date of the agreement, whichever to more.

- 13.5. Any controversy over the interpretation of or the adherence to the terms and provisions of this agreement, including all claims for wages which cannot be settled by negotiations, shall be submitted to mediation or arbitration by either party notifying the other involved in writing of its desire to do so. Notification of desire to submit the grievance to arbitration must be made within thirty (30) calendar days following exhaustion of the steps above.
- 13.6. Any discharge or dispute that cannot be resolved under the provisions above may be referred by mutual agreement to the Bureau of Mediation Services of Iowa in an attempt to reach an agreement on a resolution. The party wishing to submit the dispute or discharge to non-binding mediation shall do so within fifteen (15) calendar days following the exhaustion of the remedies in this Article. The parties, by mutual agreement, may elect to bypass Mediation and refer the matter directly to Arbitration.
- 13.7. The Board of Arbitration shall be composed of one (1) representative of the Union, one (1) representative of the Employer, and third (3rd) neutral party selected by the agreement of the first two (2). The parties must select their representatives within (5) calendar days of receiving written notice of desire to arbitrate. If these two (2) cannot agree upon the selection of the third (3rd) neutral party within seven (7) calendar days from the date of their selection, either party may call on the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The Union and the Employer representative shall alternately strike one (1) name from the list of seven (7) until one (1) name remains, who arbitration shall strike the first (1) name. The Board of Arbitration shall meet promptly and shall hear all the evidence in the case or cases referred to it and render its majority decision thereon within seven (7) calendar days of the date of the final submission of the case to it. Each party shall bear the expense of presenting and preparing its own case and the expense, including any is such there be, in connection with the neutral member, to be borne equally by the parties. There shall be no recourse to any other method of settlement unless a part fails to accept and comply with the award, in which case, the award may be enforced by further action of the party in whose favor such award has been given. The majority decision of this Board of Arbitration shall be final and binding upon all parties involved.
- 13.8. During the period of adjustment or arbitration, as provided in this article, the conditions in effect at the time of notification of the claimed grievance shall continue in effect pending final decision.
- 13.9. All the Arbitrator's expenses shall be borne equally by the Parties. The expenses incurred by each party in the preparation of their case shall be their individual responsibility.

ARTICLE 14
STRIKE-LOCKOUT

The Union agrees that during the term of this agreement, there shall be no strike by the Union or its members. The Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 15
HEALTH AND SAFETY

- 15.1. The Employer shall make reasonable provisions for the health and safety of its employees at the plant during the hours of their employment in accordance with State and Federal Laws.
- 15.2. The company shall form a safety committee consisting of one (1) employee from the Union and (1) from Management who will have monthly walk through, and provide written reports to improve the working conditions of the plant.
- 15.3. The Company will send two (2) employees to the Governors Safety Conference in Des Moines, IA once a year cover all expenses wages hotel and travel.

ARTICLE 16
LEAVES OF ABSENCE

- 16.1. The Employer shall comply with the Federal Medical Leave Act (FMLA) and State Medical Leave Laws.
- 16.2. Employees on a case by case basis, may apply for a leave of absence. Such leave must be requested at least four (4) weeks in advance, whenever possible. The employee must explain the reason for the leave and the expected time to return. Leaves of absence will not be granted so the employee can take a position in another plant, try out new work elsewhere, or venture into business for himself.
- 16.3. Absence from the work because of Union business shall be granted without pay by the Employer.
- 16.4. Employees who are drafted or enlist into the Armed Forces of the United States shall receive all rights and benefits they are entitled to under the Laws of the Federal Government.
- 16.5. When an employee loses time from work to perform Jury Services, the Employer will pay him his regular rate of pay for each hour of such absence, less jury fees received for performing such service.
- 16.6. When an employee is absent from work for the purpose of arranging or attending the funeral of a member of his/her immediate family, the Employer will provide up to three (3) days including the day of the funeral employee must provide proof of death and relationship with the decease. For the purpose of this Section, a member of the immediate family means the employee's spouse, children (stepchildren), Mother, Father, Sister, Brother, Mother-in-law and Father-in-law, Grandparents.

ARTICLE 17
HOSPITAL MEDICAL, SURGICAL, AND LIFE INSURANCE

- 17.1. Except for the provisions of 17.3, the Employer agrees to pay for cost of a full comprehensive Hospital, Medical, Surgical, and Major Medical Insurance Plan for their full-time employees, and their dependents, after having attained three (3) months seniority.
- 17.2. The Employer agrees to pay the cost of a mutually agreed to Life Insurance Plan for their employees.

ARTICLE 18
MISCELLANEOUS PROVISIONS

- 18.1 The Employer shall provide space on a bulletin board in the Plant, for Union notices and information.
- 18.2 Any no call/no show shall be deemed to be an unexcused absence 3 no call no show within ninety (90) days should be a termination or voluntarily quit.
- 18.3 An employee who calls in sick shall be required to notify the plant daily 1/2 hour before the shift prior to start time of their inability to work and bring Proper Documentation. The exception is where the employee has an excuse that covers a specific length of time (FMLA OR LOA).
- 18.4 The Employer and the Union shall establish a comprehensive policy on absences. This policy will include the disciplinary measures the Employer intends to take in the event that an employee exceeds acceptable absenteeism levels. An employee who is disciplined under such attendance policy retains all rights to object to the discipline as provided above.
- 18.5 Should the Employer install new equipment, expand operation, create or modify current jobs. The Employer and the Union shall meet to identify new jobs and determine an appropriate rate of pay. The Employer agrees that there will be no change in current classification or pay of an existing employee currently working in the existing positions. If there is a modification on a job the employee will be grandfather in and shall receive the premium pay.
- 18.6 The Employer shall have the right to examine the grading of hides. Should clearly identify errors in grading of a significant amount, the following employee correction method shall be exercised, first employee will be moved to a new position available and premium may change. The company and the Union agree to a conversation shall the disciplinary action continue.

ARTICLE 19
TERMS OF AGREEMENT

This Agreement shall become effective as of October 5th 2021, except where other dates are specified, and shall remain in full force and effect until October 3rd 2023, and will continue in effect from year to year thereafter, unless notice is given in writing by either party not less than sixty (60) days prior to the termination date of its desire to amend or terminate this Agreement.

Dated this October 5th 2021 day of October 3rd 2023.

WATERLOO PROCESSING LLC.
4455 REMINGTON RD
WATERLOO, IA 50703

By: _____

Title: _____

OFFICER

UNITED FOOD AND COMMERCIAL WORKERS
DISTRICT LOCAL 431
2411 W CENTRAL PARK AVE DAVENPORT IA 52804

By: _____

Title: _____

Union Representative

APPENDIX "A"

WAGES

	Current	Year 1	Year 2
PREMIUM JOBS	Rate	Wage	Wage
Drum Operator	\$19.50	\$20.50	\$21.50
Fleshers	\$19.00	\$20.50	\$22.00
Trimmers	\$18.00	\$19.00	\$20.00
Ime Splitters	\$20.25	\$21.75	\$23.00
Feeders	\$19.00	\$20.00	\$21.00
Bridge	\$18.50	\$19.50	\$20.50
Stackers	\$18.00	\$19.00	\$20.00
Forklift	\$19.50	\$20.50	\$21.50
Collagen	\$	\$19.00	\$20.00
Cropping	\$		
Little Bauchi	\$	\$19.00	\$20.00
Stackers	\$	\$19.00	\$20.00
Blue Splitter	\$	\$20.00	\$21.00
Stackers	\$	\$19.00	\$20.00
Shaver	\$	\$21.00	\$22.00
Trimmer	\$	\$19.00	\$20.00
Measure	\$	\$19.00	\$20.00
Mixer Operator	\$19.00	\$20.00	\$21.00
Waste Water	\$19.00	\$20.00	\$21.00
Floater	\$17.00	\$20.00	\$21.00
Leads	\$21.50	\$22.50	\$23.50
Janitor	\$	\$18.00	\$19.00
Maintenance A	\$	\$	\$27.50
Maintenance B	\$	\$	\$26.00
Maintenance C	\$23.00	\$24.00	\$25.00
Maintenance	\$20.00	\$20.00	\$21.00
Maintenance T			\$20.00
Maintenance Lead	\$	\$	\$

Maintenance employees Shall Voluntarily Test up to Class 'A' or 'B' and show the ability to perform the job.

Maintenance Class 'A' Shall be **\$27.50 in the second year of this contract**

Maintenance Class 'B' Shall be **\$26.00 in the second year of this contract**

Production employees starting base rate shall be

\$18.00

As of the date the Contract is ratified and signed, any non-listed job will be paid at their normal rate. Employees with more than forty-five (45) days of seniority should be paid according to the job performing if the employee has qualified on the job shall get the rate of pay he or she is performing.


MEMORANDUM OF AGREEMENT

Waterloo Processing

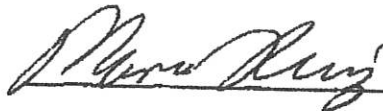
February 14, 2017

Employees who win a job bid should qualify within 2 weeks and accept the job and should be locked for six months unless bidding upward.

Employees who do not perform the job to the company's satisfaction, or disqualify themselves, will be locked for 3 months; and not allowed to bid on any other job during that time.



Management



Union Representative

UFCW DISTRICT LOCAL UNION 431

SIMPLICE M. KUELO
PRESIDENT

ASHLEY DANNER
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