

**Memorandum of Agreement
Between
UFCW Local 7
And
Denver Processing**

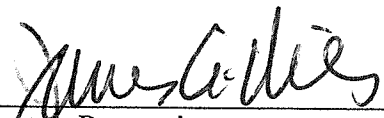
UFCW Local 7 (the "Union") and Denver Processing (the "Employer") are parties to a Collective Bargaining Agreement (the "CBA"). The parties have met and reached a tentative agreement for a new CBA. Such new CBA shall contain the provisions of the current CBA between the parties, except as modified in the attached documents entitled "Tentative Agreement(s)", as well as any and all documents attached to, or incorporated by reference into, said Tentative Agreement(s). The new CBA shall have a term of the date of ratification through and including September 10, 2022.

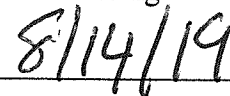
The attached Tentative Agreements and the current CBA, as modified herein, represent the entire Agreement between the parties. Any Union proposal not identified or addressed herein shall be deemed withdrawn. Any proposal of the Employer not identified or addressed herein shall be deemed withdrawn. The modification or withdrawal of any proposal in these negotiations shall not be used as evidence in any arbitration or other proceeding.

The parties reserve the right to correct any drafting errors or omissions in this Agreement.

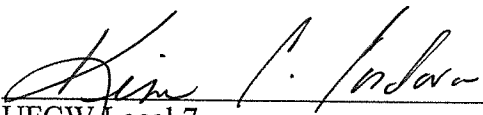
The Union, its officers, and bargaining committee agree to recommend and support the ratification of this Agreement.

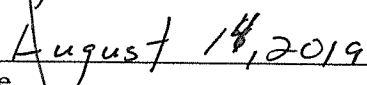
This Agreement is conditioned on a peaceful settlement and is only effective upon ratification by the Union of this Agreement.



Denver Processing


Date



UFCW Local 7


Date

BARGAINING COMMITTEE RECOMMENDATION

The below represents a Tentative Agreement between Denver Processing and the United Food and Commercial Workers International Union, Local 7R that has been fully recommended by the Union's Bargaining Committee and is contingent on successful ratification by the Union Membership.

Union Bargaining Committee Recommendation

By way of this letter, we, the Committee, recommend to accept this contract



Lucinda Garcia

Aug 14, 2019

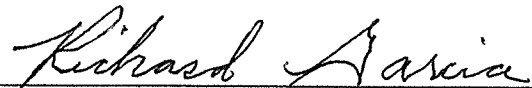
Date



Roohallah Mobarez

8-14-19


Date



Richard Garcia

Aug 14, 2019

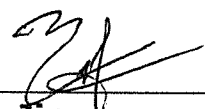
Date



Marcos Quezada

08-14-19

Date



Nahum Jimenez

8-14-19

Date

**Tentative Agreement
 UFCW Local 7 & Denver Processing
 August 14, 2019**

TERMS OF OFFER:

1. The terms and conditions of the current collective bargaining agreement shall carry forward with the proposed changes and modifications of the following.
2. TENTATIVE AGREEMENT(S): All items agreed to date.
3. LETTERS OF AGREEMENT: Retain current Letters of Understanding.
4. TERM OF AGREEMENT: 3 year agreement.
5. STATEWIDE ACCRETION: Within the State of Colorado and Wyoming, any new plants opened by the Employer shall be accreted and shall be covered by the terms of this agreement.
6. APPENDIX "A":

**APPENDIX "A"
 MEAT PLANT RATES
 EMPLOYEES HIRED AND ASSIGNED IN THE BARGAINING UNIT**

CLASSIFICATION	Effective 9/8/19	Effective 9/8/20	Effective 9/8/21
MEAT CUTTERS			
1st 1040 hours worked	\$14.00	\$15.00	\$15.75
Second 1040 hours worked	\$16.67	\$17.67	\$18.42
Third 1040 hours worked	\$19.33	\$20.33	\$21.08
THEREAFTER	\$22.00	\$23.00	\$23.75
LEAD PERSON	\$22.93	\$23.93	\$24.68
UTILITY			
1st 1040 hours worked	\$14.00	\$15.00	\$15.75
Second 1040 hours worked	\$16.10	\$17.10	\$17.85
Third 1040 hours worked	\$18.20	\$19.20	\$19.95
THEREAFTER	\$20.30	\$21.30	\$22.05
LEAD PERSON	\$20.80	\$21.80	\$22.55
PROCESSING			
1st 1040 hours worked	\$14.00	\$15.00	\$15.75
Second 1040 hours worked	\$16.20	\$17.20	\$17.95
Third 1040 hours worked	\$18.41	\$19.41	\$20.16
THEREAFTER	\$20.61	\$21.61	\$22.36
LEAD PERSON	\$21.11	\$22.11	\$22.86

WRAPPER			
1st 1040 hours worked	\$14.00	\$15.00	\$15.75
Second 1040 hours worked	\$15.63	\$16.63	\$17.38
Third 1040 hours worked	\$17.26	\$18.26	\$19.01
THEREAFTER	\$18.89	\$19.89	\$20.64
LEAD PERSON	\$19.39	\$20.39	\$21.14
SPECIAL PROCESSOR			
1st 1040 hours worked	\$14.00	\$15.00	\$15.75
Second 1040 hours worked	\$16.22	\$17.22	\$17.97
Third 1040 hours worked	\$18.45	\$19.45	\$20.20
THEREAFTER	\$20.67	\$21.67	\$22.42
LEAD PERSON	\$21.17	\$22.11	\$22.92

Employees currently employed on the effective date of this agreement will receive credit for hours worked including prior experience to the appropriate wage rate in this wage scale. No employee will receive a wage decrease as a result of this transition.

7. **WORKDAY:** An employee's workday shall end after completion of the scheduled shift unless the employee is notified by posting of the need for him/her to stay at least two hours prior to the end of shift.
8. **MINIMUM WAGE:** Effective upon ratification, in the event the municipal, state, or federal minimum wage increases during the effective term of this Agreement to a rate greater than the starting rate, the new rate will be at least twenty cents (\$.20) above the minimum wage. There will be no "backfilling of hours".
9. **New Section.** The Company agrees that, among its safety obligations, it is obligated to provide the following safety items:

appropriate Personal Protective Equipment (PPE);

appropriate ergonomic assistance devices, including but not limited to, floor mats where employees are required to stand;

fall protection equipment for employees who work at least four (4) feet off the work floor; and any other appropriate health and safety devices for required employee tasks.

New Section. The Company agrees that it shall provide safety training on not less than an annual basis to every employee. The Company further agrees to maintain written records of all such training, for each employee, and such records shall be made available for inspection by the Union. No employee shall be permitted or directed to operate a Powered Industrial Truck (PIT) prior to completion of an OSHA-compliant training in PIT operation.

New Section. The President of the Union, or a designee, shall have the right to visit any place where bargaining unit employees work in order to ensure a safe work environment.

New Section. The Company recognizes its responsibility assure that no employee is required to work in any situation in which the employee is unsafe.

The Company and Union will establish a safety committee. The Company will name three management members to the committee, and the Union will name an employee from each job classification in the bargaining unit and one non-employee Union representative.

The committee will meet at least every other month for up to 2 hours. Time spent in the meeting will be paid. The meetings will be scheduled more frequently when advisable, and will be held at times which will limit interference with plant operations.

The committee members will encourage employees to submit safety concerns or suggestions to members for the committee's consideration and investigation. The committee may designate concerns or matters for action; steps taken on such concerns or matters will be addressed at the next meeting.

The Company will provide employee members with health and safety training during paid time. The Employer shall also provide ten (10) hours of paid OSHA training and sixteen (16) hours of paid safety training to each employee committee participant. (PREVIOUSLY TA'D on 8/7/19)

10. New Section. In the event the Employer introduces technological changes that impact bargaining unit work, ninety (90) days' advance notice of such change, a written description of the change, and its anticipated impact on the workforce, shall be given in writing to the Union. The parties agree that within forty-five (45) days of such notice, they shall meet to discuss the changes, their anticipated impact on the workforce, and any other subjects relating to or arising from the technological change in question and the affected employees. The Employer shall provide the Union with all relevant documentation that supports or reflects the proposed change or its impact, no later than ten (10) business days in advance of this meeting.

The Employer shall make every effort to transfer all affected employees to another department.

To the extent that technological change results in the loss of bargaining unit work or positions, the Employer shall attempt to implement such change gradually, to allow for the natural attrition of employees through voluntary separation or retirement.

11. VACATION: The Employer will grant four (4) weeks' vacation with pay to all regular employees who have been in the continuous service of the Employer for twelve (12) years. BARGAINING NOTE: Pre 2005 language for 4 weeks at 12 years.

12. **SICK LEAVE:** Section 1: **Employees prior to March 6, 2005. Employees covered by this Agreement hired prior to March 6, 2005, shall be credited with forty-eight (48) hours of sick leave pay each anniversary year.**

Section 2: **For Employees hired prior to March 6, 2005, unused sick leave shall be cumulative after the first (1st) year of continuous employment. Employees shall**

accumulate unused sick leave at the rate of forty-eight (48) hours each anniversary year. Unused sick leave shall not exceed a maximum accumulation of six hundred (600) hours.

Section 3: A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave is to commence with the second full work days' absence for sickness or non-occupational injury, and on the first work days' absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of **one hundred and ninety two (192) hours**. The waiting period provided herein shall apply for each illness or non-occupational injury. **Any employees ineligible for first day sick pay under this provision shall be permitted to use up to five (5) days per year of vacation earned pursuant to Section 2 Article 17 or unused personal holidays as payment for such employee's first day sick time at the employee's election. Notwithstanding other requirements to use personal holidays or unused and earned vacation, there shall be no management discretion to deny pay for such absence, except that a doctor's certificate or other authoritative verification of illness may be required by the Employer. In order to use personal holidays and/or vacation pay for a sick absence, the employee must provide at least two (2) hours' notice prior to the start of such employee's scheduled shift.**

Section 4: For the purpose of this Article one (1) day of pay shall mean eight (8) hours of pay at the employee's regular classification rate for those days which the employee would have worked had the disability not occurred, calculated at straight-time. No employee shall receive pay, under any combination of sick leave and Worker's Compensation or Weekly Indemnity which exceeds the lesser of his regular pay or eight (8) hours per day or forty (40) hours per week at his straight-time hourly rate of pay. The waiting period herein provided before sick pay commences, shall apply for each illness or injury in case the sick benefit allowance has not been used up in previous illnesses.

Section 5: Sick leave **earned** shall be paid to part-time employees based on hours lost, less waiting days (as set forth in paragraph C) from the most recent work schedule in effect when the absence commenced. **BARGAINING NOTE: Sick pay is paid at eight (8) hours, but no less than what is remaining in their sick pay bank.**

Section 6: Sick leave benefits are not convertible to cash.

Section 7. Employees hired on or after March 6, 2005. Employees covered by this Agreement hired after March 6, 2005, shall be credited with twenty-four (24) hours of sick leave pay each anniversary year.

For Employees hired after March 6, 2005, unused sick leave shall be cumulative after the first (1st) year of continuous employment. Employees shall accumulate unused sick leave at the rate of twenty-four (24) hours each anniversary year.

Unused sick leave shall not exceed a maximum accumulation of two hundred and forty (240) hours.

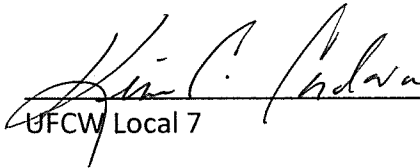
A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave is to commence on the third full workday's absence for sickness or non-occupational injury, on the first workday's absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of one hundred and ninety two (192) hours, and on the second workday's absence if the employee has accumulated in excess of ninety-six (96) hours but less than one hundred and ninety two (192) hours. The waiting period provided herein shall apply for each illness or non-occupational injury. Any employees ineligible for first day sick pay under this provision shall be permitted to use up to five (5) days per year of vacation earned pursuant to Section 2 of Article 17 or unused personal holidays as payment for such employee's first day sick time at the employee's election. Notwithstanding other requirements to use personal holidays or unused and earned vacation, there shall be no management discretion to deny pay for such absence, except that a doctor's certificate or other authoritative verification of illness may be required by the Employer. In order to use personal holidays and/or vacation pay for a sick absence, the employee must provide at least two (2) hours' notice prior to the start of such employee's scheduled shift.

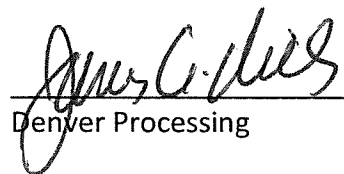
BARGAINING NOTE: Newly acquired sick hours will be added to employees' current sick pay bank.

13. PERSONAL DAYS: Will be paid at 8 hours of straight time pay.
14. NEW MEMBER ORIENTATION: New Section. Every new employee shall attend, within thirty (30) days of hire, a Union-led new member orientation, which shall be no more than one (1) hour of Company-paid time, take place at a mutually agreeable time and location, and be outside of the presence of management. Additionally, to ensure current employees have appropriate orientation, the Company shall pay current employees who attend a Union-led member orientation, which shall take place at a mutually agreeable time and location, and be outside the presence of management, for no more than one (1) hour to attend such orientation.
15. NIGHT PREMIUM: A premium of one dollar \$1.00 per hour shall be paid for all work performed between the hours of 12:00 midnight and 6:00 am to all employees, except production shifts that start at 5:00 am.
16. UNION LEAVE: Leaves of absence without pay for Union business not to exceed six (6) months shall be granted by the Employer to employees who have completed one (1) year of service. The six (6) months shall be extended by an additional six (6) months by mutual agreement between the Employer and employee. In no event shall there be more than three (3) workers on union leave at any given time.
17. NEUTRALITY AND NO ANTI-UNION PUBLICITY: The Company shall not engage in anti-union publicity and shall remain neutral in any organizing campaign **within the state of Colorado and Wyoming.**

18. GRIEVANCE AND ARBITRATION PROCEDURE: If the issuance of a verbal or written warning is grieved, the Union will notify the Employer of the same. If the grievant is disciplined further, or otherwise adversely affected, and the verbal or written warning is relied upon by the Employer in doing so, the Union shall have the right to submit the grievance protesting the warning to arbitration together with the grievance contesting the disciplinary or adverse action. It is expressly agreed that all such grievances will be consolidated. It is further agreed that said grieved verbal or written warnings shall be removed from all files after a period of one year if not relied upon for further discipline.
19. JLM: The Employer and the Union shall establish a Joint Labor-Management Committee to discuss the following pending items:
- a. Consecutive scheduled days off, to include weekends, which account for workload, sales, special promotion events and add-ons, and full-time/part-time ratio
 - b. Retention / Referral bonus
 - c. Potential attendance incentive program
 - d. Apprenticeship
 - e. Bid jobs for shipping
 - f. Potential production standards which account for workload distribution and safety
 - g. Production standard incentive program

The meeting shall occur within 90 days of ratification of the agreement. The parties agree to meet and bargain in good faith and work towards a resolution to address the outstanding issues. The Employer's representatives will include its two Executive Vice Presidents.


UFCW Local 7 _____ 8/14/19
Date


Denver Processing _____ 8/14/19
Date

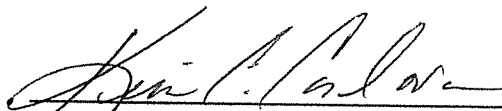
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UFCW Local 7 & Denver Processing
August 7, 2019**

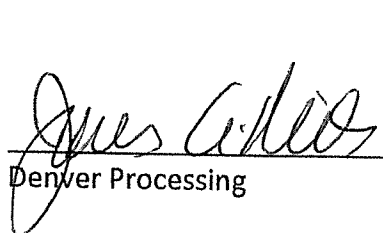
ARTICLE 5

NEW EMPLOYEES, TRANSFERRED EMPLOYEES, PROMOTED OR DEMOTED

When an employee is hired for a job, or transferred or promoted or demoted into the bargaining unit job as described in Article 1 hereof, the Employer agrees within three (3) days to fill out a mutually agreeable form in triplicate, which advises the employee of his obligation to join the Union. One (1) copy of this form will be given to the employee and one (1) copy will be mailed to the Union in a stamped, addressed envelope provided by the Union.

Completion of Forms For Benefit Programs. At the time of hiring, the Employer will advise in writing each such employee of the fact that he must become a member of the Union within thirty-one (31) days and must remain a member of the Union as a condition of employment during the life of this Agreement. The Employer will furnish a copy of such notice to the Union within seven (7) days. The Employer will likewise furnish each such employee with the address of the Union office and name of the Union representative. Completion of any necessary applications, forms and papers for qualification under the Health and Welfare Article or any other benefit programs provided by this Agreement, shall be completed on the first day of employment, but not later than the eligibility date of participation in the various plans.


_____ Date
UFCW Local 7


_____ Date
Denver Processing 8/7/19

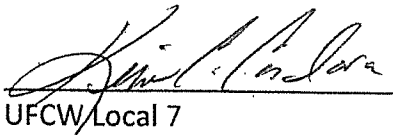
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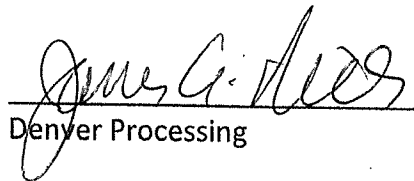
ARTICLE 35

NEW SECTION. SAFE LEAVE

The parties recognize that, in accordance with Colorado law, employees may request and take up to three working days of leave from work in any twelve-month period if the employee is the victim of domestic abuse, stalking, sexual assault or the victim of any other crime. In accordance with law, the employee must give reasonable notice to his or her department manager, when possible.

In addition to the requirements of the law, the Company agrees to allow employees, upon their request, to use any available sick time, vacation or personal holidays for work time missed during such leave.

 8/7/19
UFCW Local 7 Date

 8/17/19
Denver Processing Date

**Tentative Agreement
UFCW Local 7 & Denver Processing
August 7, 2019**

ARTICLE 48

GRIEVANCE AND ARBITRATION PROCEDURE

Step 2. If the grievance cannot be satisfactorily resolved under Step 1 above, the grievance shall be reduced to writing and submitted to the representative designated by the Employer to handle such matters. Such submission shall be made within twenty (20) days of the date of the occurrence of the event which gives rise to the grievance and shall clearly set forth the issues and contentions of the aggrieved party or parties and must reasonably allege a specific violation of an express provision of this Agreement. (In the case of a discharge the time limits shall be fourteen (14) days.) The Employer designee and the Union Business Representative shall meet within ten (10) days after receipt of written notice of the grievance and attempt to resolve the grievance. In the event the Employer designee assigned to handle grievance does not have an office in the area where the grievance arises, this meeting may be discussed by phone; furthermore, the time limits on this meeting may be postponed by mutual agreement of the parties.

In an instance where an employee feels he has not been paid in accordance with the wage progression scales set forth herein, such employee shall have an obligation to bring this to the attention of the Plant Manager as soon as the employee first has knowledge of such alleged error. In the event the employee has been improperly paid, said payment error shall be corrected on a retroactive basis ~~but not beyond ninety (90) days prior to the date on which the grievance is presented in writing.~~

_____ 8/7/19
UFCW Local 7 Date

_____ 8/17/19
Denver Processing Date