AGREEMENT

between

DAY-LEE FOODS, INC.

and

UFCW UNION LOCAL 324

SEPTEMBER 29, 2025 – SEPTEMBER 24, 2028

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This Agreement is made and entered into effective September 29, 2025, by and between Day-Lee Foods, Inc. (the "Company") and United Food and Commercial Workers Union Local No. 324, United Food & Commercial Workers International Union the ("Union").

ARTICLE I
RECOGNITION

Section 1. The Company recognizes the Union as the sole collective bargaining agent for all production employees, including all curing, fabricating, portion, forming, cooking, packing, noodle room, sanitation and chicken department employees, and line leaders/lead persons, employed by the Company at its facility located at 13055 East Molette Street, Santa Fe Springs, California, and excluding all research and development, quality control, sales, warehouse, shipping and receiving, maintenance, plant clerical, marketing, professional and export/import employees, office clericals, truck drivers, guards and supervisors as defined in the National Labor Relations Act.

Section 2. Supervisors or other personnel may perform any duties that are necessary in the conduct of the business.

ARTICLE II
UNION SHOP

Section 1. It shall be a condition of employment that all employees of the Company covered by this Agreement shall pay to the Union all periodic dues and initiation/reinstatement fees uniformly required by the Union as a condition of acquiring or retaining membership in the Union. This obligation shall commence on the thirty-first (31st) day following the effective date of this Agreement or the date of employment by the Company, whichever is later.

Section 2. The Company shall notify the Union monthly, in writing, of the name, home address, telephone number, Social Security number and date of hire of all newly hired employees.

Section 3. Provided that minimum wage laws are not violated, the Company agrees to deduct all periodic dues and initiation/reinstatement fees uniformly required by the Union as a condition of acquiring or retaining membership in the Union on the first (1st) pay period each month from the wages of each employee covered by this Agreement who has completed thirty (30) days of employment and provided the Employer with a voluntary individual written authorization to make such deductions on a form provided by the Union. All money so collected by the Company shall be remitted to the Union not later than the twenty-fifth (25th) day of the month following the month in which such deductions were made. The Union agrees to furnish the Company with a statement setting forth the authorized rates of monthly dues and initiation/reinstatement fees.

Section 4. The Union will indemnify and hold the Company harmless against any lawsuits, actions and/or costs of whatever nature, including reasonable attorney's fees, incurred as a result of the Company's compliance with the terms of this Article.

ARTICLE III
UNION STEWARDS

Section 1. The Company recognizes the right of the Union to designate two (2) Stewards per shift. The Company need not to recognize any Steward unless the Company has been advised in writing of such designation. The authority of the Steward shall be limited to the investigation and presentation of grievances under this Agreement. If the situation is such that the Steward must perform their duty during working hours, they shall be permitted to leave their workstation for such purposes after they first notify and obtain permission from their immediate supervisor and have been properly relieved from their job assignments. Such permission shall not be unreasonably withheld and the Steward in such instances shall make every effort to return to work as soon as possible.

Section 2. It is further understood that the employee has the right to be represented by a Steward during disciplinary actions or interviews which could lead to discipline if requested by the employee.

ARTICLE IV
MANAGEMENT RIGHTS

Section 1. All rights that the Company had prior to entering into this Agreement are unqualified except as specifically limited, delegated, granted or modified by this Agreement. The following rights of the Company are not all-inclusive, do not limit the foregoing, and are illustrative of the type of rights which are inherent to and retained by the Company. The Company retains the sole right to manage its business and direct its work force, including the rights: to hire employees; to determine the number of employees, including the number of employees assigned to any shift. operation or job; to determine when and if jobs will be filled, the amount and quality of work to be performed, and to determine when there is a job opening; to abolish job classifications and jobs and determine employee qualifications required to perform in any classification or job; to determine where to perform all or any part of its operation; to determine whether to purchase or produce partial or finish products or components; to terminate plant operations or any subdivision or part thereof; to determine the scheduling of production work, the production requirements of each job or job function, the processes of production, and the components or materials to be used; to subcontract or contract out any or all of its work, processes of production, facility maintenance and construction, service work and the conduct of its business; to discontinue temporarily or permanently in whole or in part by sale, lease, or otherwise, the production, methods, facilities or conduct of its business; to determine the nature and selection of all methods, equipment, methods or processes; to promote and demote employees; to discharge, suspend or discipline for cause any of its employees; to transfer employees and to assign work; to determine when, if, and the amount of overtime to be worked by employees; to determine, establish, promulgate, amend and enforce personal conduct rules, safety rules and work rules; to determine satisfactory work performance of employees and the potential to achieve satisfactory job performance levels; to improve the quality of work and reduce costs; and to perform any and all other things the Company deems necessary or desirable for the efficient or successful operation of its business.

Section 2. Nothing herein is intended to imply that issues concerning the management rights contained in this Article are exempt from the grievance and arbitration procedures outlined in this Agreement. The Union agrees that the rights in Section 1 above, which are given to the Company, shall not be overturned or destroyed by the ruling of an arbitrator.

Section 3. The Company may use temporary laborers from a staffing agency ("Agency Employees"). Agency Employees are called to work as necessary to supplement collective bargaining unit work, subject to the following restrictions.

- Union jobs hours must not be affected by the use of Agency Employees.
- Any Agency Employee who works for thirty (30) working days, or two-hundred forty (240) hours, whichever comes sooner at any bargaining unit location within a rolling calendar year must be hired by the Company.
- The Company shall maintain a workforce of Agency Employees not to exceed a maximum of ten (10) per day.
- Hourly wages received by Agency Employees must be less than or equal to the amount paid to entry-level Union employees.
- Agency Employees shall be issued different clothing or accessories than Union and non-Union employees to clearly identify them.
- No agency Employees will be working for the Company during Layoff.
- Union Employees will have priority to work any overtime hours available over Agency Employees.
- Agency Employees are not part of the bargaining unit and do not accumulate seniority.
- Agency Employees are not eligible for vacation, holiday pay, sick leave, health insurance, or any other benefits set forth in this Agreement.
- Agency Employees are entitled to receive benefits provided directly by the staffing agency.

ARTICLE V
DISCHARGE AND DISCIPLINE

Section 1. The Company will not discharge, suspend or discipline any employee without just cause. No employee, except as provided hereinafter, will be discharged without having first received one (1) documented verbal warning and one written warning for the same offense. The Company will send written warnings to the Union when issued but any inadvertent failure of the Company to send a copy of the written warning to the Union will not render the written warning void. A violation of any of the following, however, shall constitute just cause and result in the employee's immediate discharge:

(1) Falsification of Company records.

(2) Theft of Company property or the property of any employee or customer.

(3) The intentional destruction of or malicious damage to Company property or the property of any employee or customer.

(4) Fighting, horseplay or inflicting bodily injury to another on Company premises.

(5) Possessing or using illegal drugs and alcohol on Company property, during breaks or lunches, or reporting to work after using the same.

(6) The abuse of prescriptions drugs in a manner different than the instructions given by the prescribing physician that results in an employee’s inability to perform their duties safely.

(7) Insubordination or the use of abusive, profane or threatening language at work or on Company premises toward supervisors or co-workers.

(8) Knowingly punching the timecard of another employee or having their card punched by another employee, or in any manner attempting to improperly be paid for time not worked.

(9) Sleeping during working hours.

(10) Bringing or possessing weapons, firearms or other similar hazardous or dangerous materials or devices on Company property.

(11) Violation of posted safety rules, which may result in or cause injury to employees or property.

(12) Sexual harassment or harassment on any other basis protected under all applicable State and Federal laws (e.g., race, color, creed, religion, and so forth).

(13) Violation of USDA and/or Company regulations or procedures implemented to protect the health of Company customers and/or the integrity of Company products (e.g., the unsanitary handling of product; the unauthorized placement of contaminated or unsanitary product into production or into unauthorized areas without exercising proper cleaning procedures. the movement of product from one location and/or container to another in violation of established procedures).

(14) Intentionally restricting, holding back, hindering or otherwise limiting production output or services.

Section 2. Warning notices will be issued within seven (7) working days after the occurrence of the violation claimed by the Company on such warning notice. After the passage of twelve (12) months, a warning notice shall be considered null and void for the foregoing purposes; provided, however, that an absence from work without calling in (“no call, no show”) shall never be considered null and void. Company shall have the right to introduce into evidence an employee's complete personnel file including any warning notices in any disciplinary proceeding.

Section 3. The Company shall have the right to determine that a lesser measure of discipline other than discharge is appropriate under Section 1 of this Article. In the event that the Company decides to impose a measure of discipline other than discharge, then it is agreed that such action shall not constitute a precedent in any future disciplinary action, be used or mentioned in any such proceeding or in any way constitute a waiver of the Company's right to discharge employees under Section 1 for the listed offenses.

ARTICLE VI
PROBATIONARY EMPLOYEES

Section 1. Newly hired employees shall be on probation for a period of ninety (90) days from their last date of hire. Each day of absence from regularly scheduled shifts during the probationary period will extend the term of the probation for the absent employee by one day, except when an absence is caused by the Company when no work is available. During the probationary period, an employee may be discharged for any reason and the discharge will not be subject to the grievance and arbitration provisions of this Agreement. Once an employee has successfully completed their probationary period, their seniority shall date back to their date of hire.

Section 2. Probationary employees are not entitled to the benefits set forth in this Agreement.

ARTICLE VII
SENIORITY

Section 1. Seniority is the status of an employee determined by the length of continuous service of the employee for the Company since their last date of hire. The length of service of an employee for purposes of seniority is the total time an employee is on the payroll since their last date of hire. An employee's seniority and employment shall be terminated in any of the following instances:

(1) discharge for cause;

(2) resignation or voluntary quit;

(3) no call, no show for three (3) consecutive workdays, or multiple no call, no shows of two (2) consecutive workdays or less, unless the employee was absent and failed to notify the Company due to extraordinary circumstances out of their control;

(4) for employees with less than one (1) year's seniority, absence from work for three (3) or more consecutive months due to layoff, and for employees with one (1) year or more of service, absence from work for six (6) or more consecutive months due to layoff;

(5) failure to return to work within the period granted for a leave of absence; or

(6) subject to the requirements of federal and state law, absence from work for a non-industrial injury or illness in excess of three (3) months. The company shall not unreasonably deny extended time if needed.

Section 2. Any employee promoted out of the bargaining unit shall retain their former bargaining unit seniority if requested to return to the bargaining unit by the Company, provided that:

(1) The affected employee has retained continuous employment with the Company prior to returning to the bargaining unit;

(2) The employee must complete six (6) months of continuous employment from the date of return;

(3) Following such six (6) months, the employee will be credited with all former and present actual bargaining unit accumulated seniority;

(4) No current bargaining unit employee shall be permanently replaced by such returning employee;

(5) This system of regaining former bargaining unit seniority can only be utilized once by an employee; and

(6) This clause and its sub-paragraphs are not to be used to undermine the bargaining unit.

In short, the second (2nd) exit to the same non-bargaining job for any time period bars utilization of this Section except upon mutual written agreement.

Section 3. When the Company determines that it is necessary to reduce the number of employees in a department, the least senior employee or employees working in that department, excluding the Forklift unit, will be the first to be displaced or laid off. Layoffs in the Forklift unit shall be handled as specified in Appendix B attached hereto. For layoff purposes, employees can bump back to their former classification/department carrying with them their total seniority. For example, a forklift operator who has one year of seniority in that classification, but twenty (20) years of total company seniority can use all twenty (20) years to bump back into their former classification for the purpose of a layoff. Company seniority is retained for vacation purposes. Thus, the seniority date of each employee commences with the date of hire with the Company; however, when that employee moves to a new classification/department their seniority will date, for seniority purposes within that classification/department, as the first date of their appointment to such new classification/department.

No employee shall receive a promotion as a result of a layoff. Reinstatement of laid off employees shall be performed in reverse order of layoffs.

Section 4. Any employee who fails to exercise the opportunity to bump or replace a junior employee in a classification previously held in a department will be considered to have voluntarily quit their employment.

Section 5. Employees recalled from layoff shall have a reasonable time, not to exceed four (4) business days, to report for work from their date of receipt of notice of recall by certified letter, return receipt requested, or by personal delivery to the last known address of the employee. The Company's notice shall state, in English and Spanish, that the employee must report for work within a reasonable time, not to exceed four (4) business days to preserve their job. An employee's failure to report for work as provided herein shall be considered a voluntary quit.

Section 6. Overtime. There will be six (6) Units within the Production Department – Fabrication, Forming/Gyoza, Forming/Other, RTE, Packing and Forklift. If overtime production work is required during weekdays (Monday thru Friday), overtime work shall be offered to employees within the unit working the specific shift based on company seniority. There will be no bumping rights from other units or other shifts for the purposes of the weekday overtime. Weekend overtime work shall be offered based on department seniority, by shift, excluding the Forklift unit. Weekend Forklift work shall be offered to employees assigned to the Forklift unit.

Section 7. Sanitation department - First Shift Saturday Non-Production Day Off Requests

Section 1: Maximum Allowed Absences
On all scheduled non-production Saturdays, a maximum of four (4) employees from the First Shift Sanitation Department shall be permitted to take the day off.

Section 2: Request Procedure and Timeline
Employees seeking a non-production Saturday off shall indicate their preferred date(s) by signing the "Saturday Off Preference List." This preference list shall be made available to all affected employees on the last Monday of the month immediately preceding the month for which the sign-ups are requested.

Section 3: Selection Criteria
Requests for time off will be granted based strictly on departmental seniority. In the event that more than four (4) employees request the same date off, the four most senior employees will be awarded the day off.

Section 4: Seniority Rotation and Calendar Year Limit
To ensure equitable distribution of preferred non-production Saturdays off among all employees, once an individual employee has been granted four (4) non-production Saturdays off within a single calendar year, their priority for subsequent requests within that same calendar year shall be deferred. Priority will then be automatically granted to other eligible employees based on their respective seniorities until those employees have also reached the four-day calendar year limit.

Section 8. Job Openings. Job openings on the first shift shall be offered to second shift employees in accordance with seniority and skill and ability prior to hiring any new employees for the first shift regular positions (excludes temporary, FMLA, etc.).

ARTICLE VIII
WORK CONDITIONS/HOURS OF EMPLOYMENT

Section 1. Eight (8) hours, exclusive of a meal period, shall constitute a normal day's work. Five (5) days of each calendar week, whether all consecutive or not, except that Sundays and holidays will always be considered days off, shall constitute a normal workweek. The Company shall, however, have the option, on a plant-wide or departmental basis, to implement a four (4) day, ten (10) hours per day workweek, separately or in combination with the standard five (5) day, forty (40) hour workweek. Employees working a four (4) day, ten (10) hour per day workweek under this Section 1 of Article VIII will be paid overtime under applicable California wage and hour laws applicable to employees working such a schedule. Work shifts will be assigned in advance and remain regular for employees. Shifts will be chosen by the employees, with the most senior employee having the first choice, the second most senior employee the second choice, and so on, provided that the employee choices will be honored so long as the employee is trained to work the jobs worked during the scheduled period.

<u>Section 2.</u> Overtime will be paid for all hours worked in excess of forty (40) hours per week or eight (8) hours per day. Overtime shall be worked when scheduled. Overtime shall not be pyramided.

<u>Section 3.</u> Double the regular pay rate shall be paid for all hours worked in excess of twelve (12) hours on any workday and for all hours worked on the seventh (7^{th}) consecutive workday in a workweek, provided that there is no holiday in the same workweek in which double time is to be paid on the seventh (7^{th}) consecutive day.

<u>Section 4.</u> Employees shall be provided two (2) paid breaks of ten (10) minutes each and an unpaid lunch period of at least thirty (30) minutes in accordance with any applicable Wage Order. Consistent with State law, employees are expected to take their lunch break and not perform any work during that lunch period. Employees who work six (6) hours or less in a day, may waive the meal period. If the meal period is not waived, the employee must take the meal period no more than five (5) hours after starting the shift. Employees who work between six (6) and ten (10) hours in a day must take the meal period no later than five (5) hours after the workday begins. Employees who work more than ten (10) but less than twelve (12) hours in a day must take a meal period no later than five (5) hours after the workday begins and a second meal period no later than five (5) hours after the end of the first meal period, except that the employee and Company may agree to waive the second meal period if the first period was not waived. Employees who work more than twelve (12) hours must take a meal period no later than five (5) hours after the workday begins and a second meal period no later than five (5) hours after the end of the first meal period. Occasionally, the nature of the work may require that an employee take an “on duty” meal period and work through the meal period in order to meet business needs. An “on duty” meal period must be recorded and will be counted as time worked. An “on duty” meal period is only allowed if there is an “on duty” meal period agreement signed by the employee and the Union.

<u>Section 5.</u> All wages due workers must be paid bi-weekly on the designated day by the Company prior to the end of the shift. Each employee shall be furnished with a detachable check stub showing the Company’s name and address, the employee’s name and last four digits of the employee’s social security number or employee identification number, total straight time hours worked, total overtime hours worked, the payroll period, month, day and year for which the check is applicable, and all deductions.

<u>Section 6.</u> Any requirements that are applicable under state law or the wage orders that have not already been provided for in this or other articles of the Agreement shall be deemed incorporated in the Agreement and any claimed violations must be filed as a grievance for disposition under the grievance and arbitration provisions of this Agreement.

<u>Section 7.</u> Any claim that the Company has failed to comply with any of the provisions of Article VIII shall constitute a dispute and shall be subject to resolution under the grievance and arbitration provisions of this Agreement. The Parties intend for this Agreement to qualify for any applicable collective bargaining exceptions under all applicable Wage Orders.

<u>Section 8.</u> Any employees reporting for work at the regular starting time on their regular day to work and for whom no work is available shall receive pay for four (4) hours at the rate of pay then applicable for such work for so reporting unless they have been notified prior to the beginning of their regular shift not to report; and when an employee has started to work the employee shall be paid not less than four (4) hours pay. If more than four (4) hours are worked in any one (1) day,

an employee shall receive pay for hours actually worked. This Section shall not apply in the event that the failure to provide work is caused by fire, flood, equipment breakdown, power failure, quit, discharge or any other condition beyond the control of the Company. The Company will be deemed to have complied with the above notice requirement by telephoning the employee's residence or cell phone and telling the employee not to report to work or by leaving such a message with the Party answering the phone in their absence. It shall be the employee's responsibility to leave a current telephone number with the Company for that purpose and if the employee fails to do so, they shall have waived their right to notice under this Section. In cases of failure to provide work caused by fire, flood, equipment breakdown, power failure, quit, discharge or any other condition beyond the control of the Company, overtime by seniority requirements as described in Article 7, Section 6 shall not apply.

Section 9. Employees who are injured on the job and based on medical examination are unable to complete the day's work on the day which they are injured, will receive pay for the scheduled workday not to exceed eight (8) hours. Employees shall also be compensated for up to a maximum of two (2) follow-up doctor visits of a total of two (2) hours each resulting from an on-the-job injury, provided that the employee has returned to work and that the employee is unable to schedule such doctor visits at times outside the employee's normal work schedule. Such pay shall count as time worked for the purpose for eligibility for holiday and overtime pay.

Section 10. Any employee who is being paid an hourly rate of pay in excess of the hourly rate applicable to them under Appendix A will not have their superior pay reduced unless specifically altered in this Agreement, provided that they are performing the same work for which they were given superior pay during the term of this Agreement.

Section 11. The Union recognizes that if the Company is to operate its business effectively, it must have the ability to continually and interchangeably use its employees to perform all of the types of work performed by the Company. Accordingly, the Company shall have the right to interchangeably use the employees to perform work on a temporary basis in any department as long as the employees continue to be compensated at their normal hourly rate of pay. If employees are assigned to perform non-unit work, the employees will be paid the greater of their normal hourly rate of pay or the lowest hourly rate of pay in effect in the department to which the employees are temporarily assigned.

Section 12. Employees are not required to provide the Company with a doctor's note for the first five (5) days of sick leave taken per year. If more than five (5) sick days have been taken within the year, then after that a doctor's note may be required when additional sick leave is taken for two (2) or more consecutive days or on any day before or after a non-workday (holiday, vacation, or weekend) to ensure that the sick leave is being appropriately used and that the time off does not unnecessarily interfere with production. Employees who are absent due to personal illness for more than five (5) days may be required to provide an authorization from a doctor before being allowed to return to work.

Section 13. A shift differential of an additional fifty cents ($0.50) per hour above applicable pay rates shall be paid to employees working on the second shift. Eligibility for this differential is based on working the second (2^{nd}) shift, not on the time of the hours worked.

Section 14. For purposes of determining an assigned shift, the first shift starts between the hours of 4:00 a.m. and 11:59 a.m., the second shift starts between the hours of Noon and 4:59 p.m., and the third (3rd) shift starts between the hours of 5:00 p.m. and 3:59 a.m.

Section 15. Employees shall be entitled to five (5) days of sick pay per year. Beginning on an employee's fourth (4th) anniversary, employees shall be entitled to six (6) days of sick pay per year. Use of sick pay shall be allowed after an employee completes ninety (90) days of employment. In addition to an employee's own personal illness or injury, sick leave pay may be used to care for the employee's immediate family's illness or injury, i.e., paid time off for illness, or to care for an ill child, parent, spouse, registered domestic partner, or designated person. Unused sick leave shall not be paid off at the end of the year. Sick leave may be taken in a minimum of two hour (2) increments for the first (1st) five (5) days of sick leave taken per year, and any sick leave after that must be taken in full-day increments.

ARTICLE IX
CLOTHING AND EQUIPMENT

The Company will furnish all clothing and equipment such as hair nets, gloves, aprons, mesh gloves, uniforms, etc., required by law or the Company. The Company may require employees to sign a document acknowledging receipt of the clothing and equipment and authorizing the Company to make deductions from their paychecks authorized by this Article. Should replacements be needed due to normal wear and tear, the employee shall receive new clothing and/or equipment upon surrendering the old, except in the case of paper hats. Upon termination of employment, the employee shall return all issued clothing and equipment. The employee is responsible for clothing and equipment issued to the employee, and if it is lost or allowed to be stolen, the employee will authorize the actual cost of the lost item to be deducted from their pay to replace the lost item.

ARTICLE X
HOLIDAYS

Section 1. The Company agrees to recognize the following paid holidays:

New Year's Day	Martin Luther King Day
Independence Day (July 4th)	Presidents' Day
Labor Day	Memorial Day
Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	Floating Holiday*

*Employer will provide at least thirty (30) days' advance notice of day.

Section 2. When a holiday falls on a Saturday or Sunday, the following Monday will be observed as the holiday.

Section 3. When a holiday falls during the normal workdays of Monday through Friday, holiday pay shall be considered hours worked for overtime purposes during that week for eligible employees; provided the employees have worked all other hours assigned to them during that week.

Section 4. All eligible employees will be paid for eight (8) hours at their regular straight-time hourly rate for a designated holiday not worked. All work performed on a holiday, or on a day the Company designates as a holiday, but not both, will be compensated at the rate of time and one half (1 ½) the hourly rate of pay plus the eight (8) hours of holiday pay.

Section 5. In order to be eligible for holiday pay for the designated holidays set forth in Sections 1 and 2 above, the employee must have completed their probationary period prior to the day of the holiday, and have worked their full schedule of hours on the workday before and their full schedule of hours on the workday following unless absence for any or all of the scheduled workday is with the express permission of the Company.

Section 6. The Company reserves the right to require any portion of the workforce to work on any holiday.

ARTICLE XI
VACATIONS

Section 1. Subject to all the provisions of this Article XI, each employee shall receive vacations based on the following schedule:

Amount of Vacation	Continuous Service Required
1 week (5 days)	1 - 3 years
2 weeks (10 days)	4 - 8 years
3 weeks (15 days)	9 years

Section 2. An employee shall qualify for the fully scheduled amount of vacation set forth in Section 1 if:

(1) They have been in the continuous employment of the Company for twelve (12) months since their last date of hire or most recent anniversary date and has worked a minimum of sixteen hundred (1,600) straight-time hours during said twelve (12) month period.

(2) If during said twelve (12) months of continuous service, the employee works less than sixteen hundred (1,600) straight-time hours, they shall receive a prorated vacation on the basis of one-twelfth (1/12) of the employee's full vacation entitlement for each calendar month worked in which the employee works one hundred thirty-three (133) or more straight-time hours. If the employee does not start on the first day of the month, then the numbers of hours to qualify for vacation one hundred thirty-three (133 hours) will be pro-rated for that anniversary month only.

Section 3. Any employee who voluntarily terminates their employment or who is discharged prior to the completion of one (1) year of continuous service shall not be entitled to a pro-rata payout of vacation based on the schedule set forth in Section 1. Vacations cannot be accumulated from one year to another. An employee may be paid vacation in lieu of time off by mutual agreement between the employee and the Company.

Section 4. If a holiday covered hereunder falls during an employee's vacation period, the employee, at the option of the Company, will receive an additional day's pay or an additional day's vacation with pay.

Section 5. Employees must schedule vacation with the Company and receive written approval prior to taking vacation. The Company will not adopt a policy of depriving any employee the right to take vacation during weeks in which holidays fall. This shall not be construed as a waiver of the Company's rights to make the final determination as to both vacation periods and the number of employees to be off. The Company only agrees not to reject vacation requests solely because the requested time falls during a week or weeks in which a holiday falls.

Once approved, a vacation will not be cancelled or rescheduled except by mutual consent.

Vacation entitlement shall be by seniority except where a vacation request has been previously approved.

Vacation should be requested at least thirty (30) days in advance.

Section 6. Vacation pay will be given to the employee on the pay day prior to the scheduled vacation, provided the employee has obtained an approved request for vacation at least thirty (30) days prior to the commencement date of the vacation and has indicated on such request that they want a vacation check prior to departure for vacation. Employees not obtaining an approved vacation request thirty (30) days prior to their scheduled date to commence vacation, or not requesting a special check, will receive their vacation pay on the next regularly scheduled payday.

Section 7. Upon request, any Employee may have their vacation pay paid on a separate check, such request shall be made by the Employee in writing and presented to the Company HR department with at least two (2) weeks prior to the start of their vacations.

ARTICLE XII
LEAVES OF ABSENCE

Section 1. The Company shall grant leaves of absence in accordance with law. Where an injury or illness is subject to Workers' Compensation, an employee's leave of absence shall continue until such time as the employee has been released from temporary disability and is available and qualified for work; provided, however, that such leave of absence shall not exceed one (1) year.

Section 2. The Company in its sole discretion may grant an employee a leave of absence to conduct personal business for up to thirty (30) days and may extend that leave for an additional thirty (30) days. All requests for a leave of absence shall be submitted to the Company in advance, in writing, with a statement of the reasons why the employee is requesting the leave. Employees are not guaranteed any personal leaves, even if other employees in their department have obtained one, and benefits shall not accrue during any time off on personal leave.

Section 3. Employees shall be granted a leave of absence under the Family Medical Leave Act and/or California Family Rights Act ("FMLA/CFRA"), provided they have met the eligibility and other requirements contained in the Act and have requested such a leave from the Company in advance, in writing.

Section 4. An employee failing to return following an authorized leave of absence on the date specified may be terminated unless the Company has approved an extension of said leave of absence in writing.

Section 5. While on an authorized leave of absence as provided in this Article, an employee shall not be eligible to participate in contractual benefits including but not limited to, holiday pay, unless the law requires otherwise.

Section 6. Under no circumstances may an employee on a leave of absence accept work or perform work during such a leave. Such employment would result in termination of employment with the Company.

Section 7. Upon an employee's return from a medical leave of absence, the employee will return to their regular job provided they are released by a medical physician of the Company's choice, at the Company's expense, and is deemed able to perform their regular job.

Section 8. An employee in good standing with the Company, whose acceptance of employment with the Union takes them from their employment with the Company, shall, upon written request to the Company by the Union, receive an unpaid leave of absence for their service with the Union of not more than one (1) year. The Union's request for such a leave of absence, and for the return of an employee to work at the conclusion of such a leave, shall be served upon the Company, in writing, a minimum of two (2) calendar weeks immediately preceding the date of the proposed commencement of the requested leave and the proposed return to work, respectively. Not more than one (1) employee shall be on such a leave per year, and the Company reserves the right to restrict certain key employees from taking such a leave that would impact the Company's operations. An eligible employee shall not be granted more than two (2) such leaves of absence during the term of this Agreement, nor shall such leave be granted to an employee who at the time of their request for such leave of absence, is already on a leave of absence for any other reason. Upon their return, the employee shall be re-employed at work similar to that which the employee was engaged immediately prior to their leave of absence. While on an authorized leave of absence to serve the Union, the Union shall pay for the employee’s healthcare, vacations and sick hours benefits.

Section 9. An employee who has not been employed for thirty (30) days will not be allowed to have any bereavement leave. An employee who has been employed for thirty (30) days or more but less than one year will not be eligible for paid bereavement leave, but he or she will be allowed up to five (5) regularly scheduled working days of unpaid bereavement leave upon the death of a qualifying family member. An employee who has been employed for more than one year will be allowed up to three (3) regularly scheduled working days of bereavement leave with pay and two (2) regularly scheduled working days of unpaid bereavement leave upon the death of a qualifying family member. For the purpose of this provision, qualifying family members shall be defined as: father, mother, sister, brother, spouse, registered domestic partner, child, grandchild, grandparent, mother-in-law, father-in-law and stepchildren as defined in CFRA. There is no annual cap on unpaid bereavement leave. The five (5) days of bereavement leave do not need to be taken consecutively. The total number of paid bereavement leave is limited to six (6) days for each employee per rolling calendar year, which begins on the first day that bereavement leave is taken. If the death of more than one immediate family member occurs at the same time or results from the same incident, paid bereavement leave will be limited to three (3) days. If an employee has used their six (6) days of paid bereavement leave and another death of an immediate family member occurs within the rolling calendar year, the employee shall be granted up to five (5) days of unpaid bereavement leave for each additional death or single incident of multiple deaths of immediate family members. At the management's discretion, additional leave in excess of the paid and unpaid bereavement leave may be granted upon request for each incident. Documentation including proof of death may be required before the Company will issue payment for the bereavement leave. Paid bereavement leave should be taken within thirty (30) days of discovery of the death, but this limit does not apply to such leave when taken to attend a funeral or in special circumstances which may be granted at the Company's discretion.

ARTICLE XIII
GRIEVANCE PROCEDURE

Section 1. Any and all matters of controversy, dispute of disagreement of any kind or character existing between the parties arising out of or in any way involving the interpretation and/or application of the terms of this Agreement or working conditions, or statute, or Government regulations affecting the employees shall be settled and resolved by the procedures and in the manner hereinafter set forth.

Section 2. Any employee covered by this Agreement who believes that they have a grievance shall present it orally to their immediate supervisor for adjustments. The employee shall have the option of having a Union Representative or Stewart present when making the initial oral presentation. With the exception of grievances concerning dismissal or suspension, no written grievances will be recognized by the Company until such presentation has been made. Grievances regarding dismissal or suspension must be presented initially in writing as set forth below.

Section 3. If the grievance is not settled by the foregoing procedure, the Union shall reduce the grievance to writing within fifteen (15) working days of the occurrence of the incident or incidents causing the grievance, the representatives of the Company and the representatives of the Union shall meet within a calendar week and attempt to settle or resolve the matter.

ARTICLE XIV
ARBITRATION

Section 1. Any matter not satisfactorily settled or resolved by the procedures described in Article XIII, shall be submitted to arbitration for final determination upon written demand of either party. The written demand for arbitration must be made within fifteen (15) days from the date of occurrence of the final meeting. Failure to comply with the time limits contained in this Article and/or Article XIII shall render the grievance null and void, such time limits may only be extended by mutual written agreement between the parties.

Section 2. Upon the receipt of the written demand for arbitration, the parties shall, within ten (10) working days after receipt of such demand, select an arbitrator. The arbitrator shall be chosen by mutual agreement between the parties. In the event the Company and the Union are unable to agree upon an arbitrator, they shall request the Federal Mediation and Conciliation Service to provide a list of fifteen (15) arbitrators from which an arbitrator shall be selected.

Section 3. The arbitrator shall not have the right to add to, subtract from or modify any of the terms of this Agreement, nor shall the discretion or the arbitrator be substituted for the discretion or the Union or Company. The decision of the arbitrator shall be final and binding upon the Company and the Union. If a question of arbitrability of an issue is raised by either party, such question shall be determined in the first instance by arbitrator. Neither party to this agreement shall refuse to proceed to arbitration upon the grounds that the matter in question is not arbitrable. The expense of the arbitrator shall be borne equally by the Company and the Union.

Section 4. The liability of the Company shall in no event go beyond sixty (60) days prior to the date on the grievance. In cases of direct wage claim which does not involve any interpretation of any of the provisions of the contract, such wage claims shall be limited to a maximum of a four (4) month period prior to the filing of the grievance.

ARTICLE XV
HEALTH AND SAFETY

Section 1. In the event an employee detects what they believe to be a hazard to health and safety in their working area, the employee shall immediately report it to their immediate supervisor, who will then proceed according to the procedures set forth by the Company. It is the responsibility of all employees to report any situation that may be a health and safety hazard at the time the situation exists.

Section 2. The Company shall provide such training as is reasonably and lawfully necessary to assure that each employee, in connection with their job, is adequately trained in the precautions and procedures of safety. Other training may be provided at the discretion of the Company.

Section 3. As part of its overall safety program, the Company shall have the right to ask that employees take a physical examination, including whatever tests might be necessary to ensure physical fitness to perform their assigned duties with the probability of injury to themselves or others, if the Company has a reasonable basis to believe that an employee is not physically fit. Said physical examination shall be at the Company's expense and on Company time. Any employee who chooses not to submit to such a physical examination shall be considered to have voluntarily quit, effective that date.

Section 4. The Company reserves the right to require and conduct drug or alcohol tests whenever reasonable cause exists that an employee is under the influence of alcohol or drugs. An employee who tests positively shall be given the option of resigning or taking a thirty (30) day rehabilitative leave of absence. In the latter case, the employee must go to an agency or hospital approved by the Company, successfully complete the rehabilitation program, and present to the Company written proof of the successful completion. An additional thirty (30) day period will be granted if requested in writing by the employee's treating physician as necessary to the employee's recovery. Employees returning to work following satisfactory completion of a rehabilitation program may be subject to drug or alcohol tests without prior notice for up to one year following the return date. If an employee taking such a leave fails to rehabilitate themselves within the specified time, they shall be considered a voluntary resignation, effective the last day of their leave of absence. Employees will be given the option for such a leave only one (1) time during their employment.

Section 5. The Union and the Company agree to establish a Joint Labor and Management Committee (JLMC) consisting of management representatives, and at least one (1) bargaining unit representative who shall be chosen by the Union, provided no bargaining unit representative shall attend consecutive JLMC meetings. The JLM Committee shall meet quarterly in sessions not to exceed four (4) hours to discuss issues impacting the bargaining unit and related employees' safety. The purpose of the JLMC is to further the parties' collaborative effort to identify and discuss best safety practices to avoid potential injuries. Company will pay bargaining unit members for their time spent serving at the quarterly JLMC meetings.

ARTICLE XVI
IMMIGRATION

Section 1. Immigration compliance and Employee Protections: The parties have a mutual interest in making sure the workplace is a place where all employees feel safe, respected, and valued- and in avoiding the unlawful termination of employees. Therefore, the Company and the Union hereby agree to address relevant issues related to immigration, citizenship, and work authorization. Accordingly, to the extent not addressed by this Agreement, the parties will negotiate over issues related to compliance with the Immigration Reform and Control Act and any other current or future legislation, government rules or policies related to immigration, and or valid work authorization.

The Company will comply with all federal laws and regulations regarding employment eligibility verification, including the proper completion and retention of the most current version of Form I-9, Employment Eligibility Verification, as required by the Department of Homeland Security (DHS). The Company and the Union will partner to provide employees with access to Citizenship assistance through the UFCW Union Citizenship Access Network (UCAN) program.

Section 2. Protection of Rights During Workplace Immigration Enforcement: The Company will promptly notify the shop Stewards and Union if the Company is contacted by the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE), a branch of DHS for any purpose, or if a search and/or arrest warrant, an administrative warrant and/or subpoena, or other request for documents is presented so the Union can take steps to protect the rights of its members. Company will uphold employees' rights against unconstitutional search and arrest, and also affirm that the Company will comply with laws and not impede lawful law enforcement actions. The Company will:

1. Refuse admittance to non-public areas of any agents of DHS or ICE who do not possess a valid warrant signed by a federal judge or magistrate.

2. Not reveal to the DHS names, addresses or immigration status of any employee, except pursuant to a valid warrant or subpoena signed by a federal judge, magistrate or immigration officer designated by the DHS.

3. Permit inspection of I-9 forms by DHS or DOL only after a minimum of three written days' notice. The Company shall provide no documents other than the I-9 forms to the DHS for inspection in the absence of a valid subpoena, or a search warrant or subpoena signed by a federal judge or magistrate.

4. Where a warrant specifically names certain individuals or the DHS presents a warrant or subpoena that requires the production of I-9 forms, the inspection shall be permitted, and individuals shall be called into the front office.

5. Subject to applicable laws and regulations, where DHS notifies the Company that certain employees do not appear to be authorized for continued employment, the Company will provide the employees with a reasonable opportunity of not less than two weeks to present other documents as listed on Form I-9 to establish their employment authorization.

6. It is acknowledged that this agreement shall not be interpreted to cause the Company to knowingly hire or continue the employment of any person not authorized to work in the United States as prohibited by IRCA 8 U.S.C. 1324a(a)(1)(A)(2)

<u>Section 3. Reverification of Work Authorization:</u> The Company will not require that an employee reverify their authorization to work unless the Company obtains actual or constructive knowledge that the employee is not or soon will not be authorized to work in the United States. In the event that the Company determines it has the requisite "actual or constructive knowledge" that requires it to reverify an employee's authorization to work, the Company will:

1. Prior to notifying the employee, notify the union and provide the union with the factual basis for that determination.

2. Not take any adverse employment action against the employee unless the Company has complied with sections (1) above and is required to do so by law.

<u>Section 4. A Good-Faith Internal Audit:</u> A good-faith internal audit of I-9 records shall not be based on discriminatory criteria, anonymous tips, or other unreliable information. The Company shall not request or accept that any other private or public entity conduct I-9 inspection unless it is required or mandated by applicable laws and regulations.

<u>Section 5. Social Security "No-Match" Letters:</u> In the event that the Company receives notice, either by correspondence or otherwise, from the Social Security Administration (SSA) indicating that an employee's name and Social Security number (SSN) that the Company reported on the Wage and Tax Statements (Form W-2) for the previous tax year do not agree with SSA's records, the Company agrees to the following:

1. The Company will not take any adverse action against any employee listed on the notice, including firing, laying off, suspending, retaliating or discriminating against any such employee.

2. The Company will not require that employees listed on the notice bring in a copy of their Social Security card for the employer to review, complete a new I-9 form, or provide new or additional proof of work authorization or immigration status.

3. The Company will not interrogate any employee about their Social Security number (see "Inquiries into Immigration Status").

4. The Company will not contact the SSA or any other governmental agency after receiving notice of a "no-match letter" from the SSA unless it is mandated by state or Federal law or the discrepancy was caused by Company's clerical error and Company must correct the error with SSA.

Section 6. Corrections to Records: Per CA Labor Code § 1024.6, an employee may notify the Company of a change in name or Social Security number and the Company will modify its records to reflect such changes. Such employees shall not have their seniority or employment status affected or suffer any loss of benefits as a result of notifying the Company of such changes. The Company may not discharge or in any manner discriminate, retaliate or take any adverse action against an employee because the employee updates or attempts to update their personnel records to reflect change to their lawful name or valid Social Security number.

Section 7. Expiration of Documents:

In the event an employee's work authorization expires and the automatic extension provisions under applicable law do not apply, the Company shall place the employee on unpaid leave of absence up to three (3) months after the expiration date, rather than terminating employment, provided that the employee files an application for work authorization renewal three (3) months before its expiration.

Upon renewal of the employee's work authorization, not to exceed three (3) months, the employee shall be reinstated without any loss of seniority. If the employee's work authorization is not renewed within three (3) months after the expiration date, the Company may terminate the employee.

ARTICLE XVII
NO STRIKE/NO LOCK-OUT

The Union and employees agree that so long as this Agreement is in effect, the Union and the employees shall not permit or engage in any strike, sympathy strike, slow down, stoppage of work or other concerted interference with the work of the Company. The Company agrees that so long as this Agreement is in effect there shall be no lock out. Any employee who violates the provisions of this Article shall be subject to termination. No employee, however, will be disciplined for refusing to cross a picket line sanctioned by the Los Angeles County Federation of Labor and/or The Orange County Federation of Labor at a location other than the one covered by this Agreement.

ARTICLE XVIII
UNION VISITATION AND BULLETIN BOARDS

Section 1. Duly authorized representatives of the Union who are not employed by the Company shall be permitted to visit the Company's place of business to see that this Agreement is being fully observed and enforced. Union representatives shall not interfere with the operation of the plant and shall notify the Company of their desire to enter the premises before doing so.

Section 2. The Company shall provide a bulletin board, conveniently located, available to the Union for posting notices of Union business and information not of a political character.

ARTICLE XIX
NON-DISCRIMINATION

Section 1. Neither the Company nor the Union shall discriminate against employees or members on the basis of race, color, religion, sex, gender, national origin, ancestry, physical or mental disability, age, medical condition, marital status, military service, sexual orientation, or union activity, as prohibited by the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Older Workers Benefit and Protection Act, the Federal Medical Leave Act, the California Fair Employment and Housing Act, the Americans with Disabilities Act, or any other applicable federal or state law.

Section 2. The Company shall not limit, segregate, or classify employees in any way which would deprive or tend to deprive any individual of employment opportunities or promotion opportunities or otherwise adversely affect their status as an employee, because of such individual’s race, color, religion, sex, age, national origin, disability status, union activity, or any other classification protected by law.

Section 3. The Union shall not discriminate against any individual because of their race, color, religion, sex, age, national origin, disability status, general attitudes toward the Union, or any other classification protected by law.

Section 4. The Union shall not limit, segregate, or classify its membership, or fail to refuse to refer for employment any individual, in any way which would deprive or tend to deprive any individual of employment opportunities, or would limit such employment opportunities because of such individual’s race, color, religion, sex, age, national origin, disability status, general attitudes towards unions or any other classification protected by law.

Section 5. The Union shall not cause or attempt to cause the Company to discriminate against any individual in violation of any of the provisions of this section.

Section 6. This Agreement prohibits conduct which would violate laws regulating the workplace and conduct by and between the Company and the Union and/or employees. Issues involving such prohibited conduct, if alleged to be a violation of the agreement and/or applicable law, shall be resolved under the grievance and arbitration procedures contained in this Agreement.

ARTICLE XX
SCOPE OF AGREEMENT

The parties agree that during the negotiations which led to the adoption of this Agreement, each Party had every opportunity to discuss any matter which is a proper subject of collective bargaining, and this Agreement represents the complete bargain reached by the parties. Neither Party shall be required during the term of this Agreement to engage in bargaining on any issue or matter which could have been raised or was raised by either Party during such negotiations.

ARTICLE XXI
HEALTH AND WELFARE

Section 1. The Union's Allied Trust Fund C Plan ("Plan") will remain the Health & Welfare Plan offered to the unit employees who have worked or been paid for one hundred (100) hours or more during the applicable month. To be eligible for the Company to begin making payments under this Article, the employee must have completed their ninety (90) day probationary period. The Rates shall be as follows:

September 28, 2025	September 28, 2026	September 28, 2027	September 28, 2028, to be determined based on actual cost
$730	$730	$730	

To the extent it complies with the law, Day-Lee Foods may extend the waiting period before beginning contributions from ninety (90) days to one hundred twenty (120) days.

Section 2. The trustees have the right to modify or terminate the plan if the Plan's reserves approach a level of incurred but not paid (IBNR) plus four (4) months of Plan expense. In the event of termination of the plan, the parties will immediately meet to discuss alternatives to the terminated plan within the cost contemplated by the Agreement.

Section 3. Payments for medical coverage for eligible employees under this Article should be mailed to: National Employee Benefit Administrators, Inc., 7950 NW 53rd Street, Suite 202, Miami, Florida 33166. Payment must be received by the 20th of the month following the month in which eligibility is earned.

ARTICLE XXII
401(k)

The Company agrees that all bargaining unit employees who meet the eligibility requirements shall have the right to participate on the same basis as non-bargaining unit employees in the Company's 401(k) Plan ("Plan"). The Parties agree that the Company reserves the right, in its sole discretion, to alter, delete, amend, and/or terminate the Plan or make any other changes ("Changes") that it deems appropriate as long as the Changes are made on a Plan-Wide basis affecting bargaining unit and non-bargaining unit employees. The Plan shall not be covered by this Agreement or be subject to the grievance and arbitration procedures contained in it with the exception that the Union may file a grievance contesting that the Changes have not been made in compliance with the Company-wide requirements of this Article.

ARTICLE XXIII
DURATION OF AGREEMENT

This Agreement shall be effective as of September 29, 2025 and shall remain in effect until September 24, 2028 and from year to year thereafter; provided however, that this Agreement may be terminated on September 24, 2028 or September 24th of any year thereafter, on written notice by certified mail, return receipt requested, by either Party to the other, at least sixty (60) days prior to September 24, 2028, or prior to this same date any year thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

DATED THIS DAY OF March 26, 2026

FOR THE COMPANY:

DAY-LEE FOODS, INC.

Tsutomu Taniguchi
Senior Director

FOR THE UNION:

UFCW UNION, LOCAL 324

Jose Perez
President

APPENDIX A
MINIMUM HOURLY WAGES

The minimum rate for all employees (not including Forklift) shall be as follows:

Production Sanitation	**9/29/2025**	**3/30/2026**	**9/28/2026**	**3/29/2027**	**9/27/2027**	**3/27/2028**	**9/25/2028**
HIRE TO 1 YEAR	$18.20	$18.50	$18.80	$19.10	$19.40	$19.70	**TBD**
JUNIOR TIER (1 YEAR-<2.5 YEARS)	$19.15	$19.45	$19.75	$20.05	$20.35	$20.80	**TBD**
SENIOR TIER (2.5 YEARS-< 4 YEARS)	$20.00	$20.35	$20.70	$21.05	$21.40	$22.00	**TBD**
TOP TIER 4+ YEARS SENIORITY	$21.75	$22.20	$22.65	$23.10	$23.55	$24.50	**TBD**

A. Wage Tier Placement:

Wage rate increases from Starting Tier rate to Junior Tier rate will occur at the beginning of the six (6) month rate increase date indicated above, following the completion of an employees one (1) year anniversary.

Wage rate increases from Junior Tier to Senior Tier rate will occur at the beginning of the six (6) month rate increase date indicated above, following the completion of an employees two and a half (2.5) year anniversary.

Wage rate increases from Senior Tier rate to Top Tier rate will occur at the beginning of the six (6) month rate increase date indicated above, following the completion of an employees four (4) year anniversary.

	YEAR 1		YEAR 2		YEAR 3		YEAR 4
DATE OF HIRE	**9/29/2025**	**3/30/2026**	**9/28/2026**	**3/29/2027**	**9/27/2027**	**3/27/2028**	**9/25/2028**
10/1/2025	$18.20	$18.50	$18.80	$19.10	$19.40	$19.70	TBD
4/1/25-9/30/25	$18.20	$18.50	$19.75	$20.05	$20.35	$22.00	TBD
10/1/24-3/31/25	$18.20	$19.45	$19.75	$20.05	$21.40	$22.00	TBD
4/1/24-9/30/24	$19.15	$19.45	$19.75	$21.05	$21.40	$22.00	TBD
10/1/23-3/31/24	$19.15	$19.45	$20.70	$21.05	$21.40	$24.50	TBD
4/1/23-9/30/23	$19.15	$20.35	$20.70	$21.05	$23.55	$24.50	TBD
10/1/22-3/31/23	$20.00	$20.35	$20.70	$23.10	$23.55	$24.50	TBD
4/1/22-9/30/22	$20.00	$20.35	$22.65	$23.10	$23.55	$24.50	TBD
10/1/21-3/31/22	$20.00	$22.20	$22.65	$23.10	$23.55	$24.50	TBD
Before 10/1/21	$21.75	$22.20	$22.65	$23.10	$23.55	$24.50	TBD

B. Second Shift Differential: A shift differential of an additional fifty cents ($0.50) above applicable pay rates shall be paid to employees working on the second (2^{nd}) shift.

APPENDIX B
FORKLIFT

1. Position Description. The forklift position is a unit in the production department that requires training and applicable forklift operation certification. In general, the Company will hire employees for this position who have previous experience in forklift operation and who hold the proper certification. Prior to seeking candidates from outside of the current employee pool, the Company shall post openings for the forklift position for ten (10) days in a conspicuous place. Employees from the production or sanitation departments shall be provided with the opportunity to apply for the forklift position within that ten (10) day period, and if chosen, train to operate a forklift.

2. Seniority. Employees who are assigned to the forklift unit shall be placed on a separate seniority list from other production department employees for the purposes of determining layoffs (Article VII, Section 3, of this Agreement), or overtime opportunities (Article VII, Section 6, of this Agreement). The forklift position is not subject to Article VII, Section 8 of this Agreement, which refers to filling regular, first shift job openings.

3. Wages. Forklift operators assigned to the Forklift unit will be paid an additional seventy-five cents ($0.75) above the pay rates set forth in Appendix A of this Agreement. Forklift operators will be paid according to the pay scale below, rather than the minimum hourly wages for all other production and sanitation positions, but only for the hours actually worked in the forklift position. In general, the Company will keep the same assigned employee or employees in the forklift position for entire shifts without any rotation between eligible employees, except when the Company determines that it is needed. Employees designated as backup forklift operators will regularly work in a general laborer position and will only be assigned or transferred to the forklift unit when a business need arises.

   The minimum rate for Forklift shall be as follows:

Production Sanitation	**9/29/2025**	**3/30/2026**	**9/28/2026**	**3/29/2027**	**9/27/2027**	**3/27/2028**	**9/25/2028**
HIRE TO 1 YEAR	$18.95	$19.25	$19.55	$19.85	$20.15	$20.45	**TBD**
JUNIOR TIER (1 YEAR-<2.5 YEARS)	$19.90	$20.20	$20.50	$20.80	$21.10	$21.55	**TBD**
SENIOR TIER (2.5 YEARS-< 4 YEARS)	$20.75	$21.10	$21.45	$21.80	$22.15	$22.75	**TBD**
TOP TIER 4+ YEARS SENIORITY	$22.50	$22.95	$23.40	$23.85	$24.30	$25.25	**TBD**

   A. Wage Tier Placement:

   Wage rate increases from Starting Tier rate to Junior Tier rate will occur at the beginning of the 6-month rate increase date indicated above, following the completion of an employee's one (1) year anniversary.

   Wage rate increases from Junior Tier rate to Senior Tier rate will occur at the beginning of the 6-month rate increase date indicated above, following the completion of an employee's two and a half (2.5) year anniversary.

   Wage rate increases from Senior Tier rate to Top Tier rate will occur at the beginning of the 6-month rate increase date indicated above, following the completion of an employee's four (4) year anniversary.

DATE OF HIRE	9/29/2025	3/30/2026	9/28/2026	3/29/2027	9/27/2027	3/27/2028	9/25/2028
10/1/2025	$18.95	$19.25	$19.55	$19.85	$20.15	$20.45	TBD
4/1/25-9/30/25	$18.95	$19.25	$20.50	$20.80	$21.10	$22.75	TBD
10/1/24-3/31/25	$18.95	$20.20	$20.50	$20.80	$22.15	$22.75	TBD
4/1/24-9/30/24	$19.90	$20.20	$20.50	$21.80	$22.15	$22.75	TBD
10/1/23-3/31/24	$19.90	$20.20	$21.45	$21.80	$22.15	$25.25	TBD
4/1/23-9/30/23	$19.90	$21.10	$21.45	$21.80	$24.30	$25.25	TBD
10/1/22-3/31/23	$20.75	$21.10	$21.45	$23.85	$24.30	$25.25	TBD
4/1/22-9/30/22	$20.75	$21.10	$23.40	$23.85	$24.30	$25.25	TBD
10/1/21-3/31/22	$20.75	$22.95	$23.40	$23.85	$24.30	$25.25	TBD
Before 10/1/21	$22.50	$22.95	$23.40	$23.85	$24.30	$25.25	TBD

B. Second Shift Differential: A shift differential of an additional fifty cents ($0.50) above applicable pay rates shall be paid to employees working on the second (2^{nd}) shift.

Side Letter Agreement
Between
Day-Lee Foods, Inc.
And
UFCW Local 324

The Union and the Company hereby enter into this Side Letter Agreement in connection with the September 29, 2025, Collective Bargaining Agreement to provide for certain additional terms of the agreement as follows:

1. Subcontracting the Third Shift Sanitation: The Company shall subcontract night sanitation work. Sanitation work performed during the first or second shift shall not be subcontracted.

2. Term: This Side Letter Agreement shall remain in effect until September 24, 2028. It will terminate and not continue beyond September 24, 2028, unless the parties mutually agree to extend.

3. This arrangement shall not serve as an indication of past practice or precedent in any future subcontracting or reduction of force. In no way does any language here intend to alter or weaken the Management Rights set forth in Article IV. The Union has communicated its position that the management rights clause does not permit unilateral action to subcontract bargaining unit work during the term of the Collective Bargaining Agreement.

Accepted and agreed to by:

Day-Lee Foods, Inc.		UFCW Local 324	
4/16/2026		3/26/2026	
Tsutomu Tanigushi Senior Director	Date	Jose Perez President	Date