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**ARTICLES OF AGREEMENT**

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*Between*

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**THE HERSHEY COMPANY**

Hershey, Pa.

*and***CHOCOLATE WORKERS'  
LOCAL UNION NO. 464***of the***BAKERY, CONFECTIONERY****TOBACCO WORKERS and GRAIN MILLERS  
INTERNATIONAL UNION .**

(AFL-CIO)

**OF AMERICA**

Hershey, Pa.

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*Effective:**June 27, 2005 through October 31, 2010*

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150 pages

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**ARTICLES OF AGREEMENT  
EFFECTIVE AS OF THE 27th DAY OF  
JUNE 2005**

*Between*

THE HERSHEY COMPANY, of Hershey, Pennsylvania, hereinafter called EMPLOYER, and CHOCOLATE WORKERS' LOCAL UNION No. 464 of the BAKERY, CONFECTIONERY, TOBACCO WORKERS AND GRAIN MILLERS INTERNATIONAL UNION OF AMERICA, (AFL-CIO), of Hershey, Pennsylvania, hereinafter called UNION, as bargaining agent for all employees of The Hershey Company, covered by this Agreement.

**WITNESSETH:**

In consideration of the good will of each party to the other, which is hereby acknowledged, and the mutual covenants herein contained, it is hereby agreed by and between the parties hereto:

**1. RECOGNITION OF THE UNION –**

The Employer recognizes the Union, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as the sole and exclusive bargaining agent for all production and maintenance employees and teamsters at the Employer's Hershey, Pennsylvania, plant and the West Hershey Plant, excluding office employees, executives, attorneys, traveling and outside salespeople, engineers, professional employees, security guards, superintendents, managers, supervisors, assistant

## **5. REPRESENTATION –**

The Union shall be represented as follows:

(a) The Union will designate at least one Steward for each department of the Employer.

(b) In each department of the Employer, the Union may designate one Steward for each second and third shift employing five (5) or more employees.

(c) One additional Steward may be designated for each one hundred (100) additional employees or fraction thereof in departments employing more than three hundred (300) employees. The Union may distribute such additional Stewards on such shifts as it desires. The Union shall have the right, in any event, to designate one Steward per one hundred (100) employees.

(d) On shifts where no Stewards are provided under the above paragraphs, the Union may designate a Steward from another shift in the department to represent the shift employees.

(e) The Union may designate a Chief Steward in departments employing more than three hundred (300) employees. The Union may also designate Chief Stewards to represent the Trades Division of the Plant.

(f) The Stewards shall in all cases be employed in the department represented.

## **6. SELECTION OF A CONFERENCE COMMITTEE –**

A Conference Committee composed of three (3) representatives of the Employer and three (3) representatives of the Union shall be established for the purpose of adjusting all disputes referred to it by the

Branch President and the Manager, Labor Relations or his/her representative, which they have been unable to settle satisfactorily, and to adjust any complaints which may be filed by the Employer. The Conference Committee shall appoint a secretary whose records, when approved by the Conference Committee, shall be final and conclusive evidence of any action taken by the Committee.

## **7. GRIEVANCE PROCEDURE –**

(a) If any dispute shall arise between the Employer and the Union, or its members, there shall be no suspension of work or slowdown on account of such difference or dispute, but such dispute shall be treated as a grievance and settled in accordance with the procedure hereinafter set forth:

- (1) First step shall be a discussion between the aggrieved employee, his/her Steward or Chief Steward, and the immediate supervisor within fourteen (14) calendar days after the date on which the facts or events upon which the complaint is based shall have existed; provided the complainant is knowledgeable of the event or facts. The Record of Dispute or Complaint form must be filed within the time limits specified above. In the event the aggrieved employee is absent, the fourteen (14) calendar day period for filing will be extended by the number of days absent. The Record of Dispute or Complaint form shall be provided by management (e.g., immediate supervisor, designated manager, etc.) which shall

be considered part of the first step. Should the Employer fail to respond to the Record of Dispute or Complaint form within fourteen (14) calendar days of receiving same from the Union, the Employer shall be deemed to have waived its right to respond, and the complaint remedy sought shall be granted. The failure of an employee or the Union to file a Complaint or Dispute form within this fourteen (14) calendar day period shall constitute a waiver of the right to file. If both parties act and fully discuss their problem in good faith, a fair and speedy solution to most complaints can be made at this step.

- (2) In order for the complaint to be considered further, it shall be submitted to the Union Conference Committee within three (3) months of the date of the complaint. If the Union wishes to pursue a complaint, it shall be submitted as a formal grievance in writing to Employee Relations within three (3) months of the date of the complaint. Within thirty (30) calendar days of receipt of a formal grievance, a second step meeting will be held with the Branch President, the Manager, Labor Relations and the respective representatives of both parties. If not settled at the second step meeting, the grievance shall be submitted in writing to the Union and Management Conference Committees within thirty (30) calendar days.
- (3) The third step shall be a joint meeting of the Union and Management Conference Committees and



shall take place at the earliest day of the convenience of the parties. Normally, such joint meetings of the Union and Management Conference Committees shall be held at standing scheduled times on the 1st and 3rd Tuesday of each month, provided there are grievances to hear. Any case referred to the Conference Committee and held in abeyance by the Union, and not jointly re-discussed within thirty (30) calendar days of being held in abeyance, shall be considered dropped. Any case referred to the Conference Committee and held in abeyance by Management, and not jointly re-discussed within thirty (30) calendar days of being held in abeyance, shall be granted. Conference Committee will be conducted according to the guidelines in Appendix M of this agreement.

- (4) In the event that any dispute is not settled by the Conference Committees, the dispute shall be determined by arbitration before an impartial arbitrator designated as hereinafter provided. The final decision of such arbitrator shall be binding upon both parties, and the expense of the arbitration shall be borne equally by the parties to this Agreement. Time spent by an aggrieved employee, or other employees of the Employer in or before the Conference Committee at its request, shall be considered as time worked, but they shall not be paid premium pay for such time unless they would otherwise have earned premium pay on their jobs. Management shall not pay the wages of

Union Conference Committee members to appear at arbitration in the event that the Union initiates sequestration.

- (5) The parties, by agreement, designate their respective attorneys to use the American Arbitration Association in the selection of an impartial arbitrator. The selection of the arbitrator from the list presented by the American Arbitration Association shall be by agreement of the parties, or failing agreement, by the "crossing" (strike) method of selection.

(b) Both the Employer and the Union shall make every effort to reach the earliest possible settlement of matters at the lowest level in the procedure, and any settlement reached at any stage shall be final and conclusive.

(c) Except as provided in Paragraph 27 hereof (as interpreted by Dr. Robert P. Brecht, arbitrator in the Steel Rolls Arbitration, dated September 11, 1951), during the consideration of any dispute by the Conference Committee, or the arbitrator, neither party hereto shall change the working conditions existing at the time such disputes arose, nor utilize coercive or retaliatory measures to compel the other party to accede to its demands.

(d) The Business Manager, or other representative or representatives of the Union, shall be admitted to any department of the Plant during working hours upon consent of the Manager, Employee Relations or his/her representative, or other authorized person.

(e) General Factory grievances may not be filed except when they relate to an issue which affects the plant population as a whole rather than a particular employee or department.

## **8. DISCHARGE AND DISCIPLINE –**

Full power of discharge and discipline shall remain with the Employer, it being specifically understood and agreed between the parties hereto that its power shall be exercised with justice and due regard to the reasonable rights of the employees. Any discipline warranted will be issued within the fourteen (14) calendar days following the date of the violation. In the event the employee receiving discipline is absent, the fourteen (14) calendar day period for issuing discipline will be extended by the number of days absent. The Employer and the Union agree that the fourteen (14) calendar day limit for imposing discipline may be extended upon the agreement of the Branch President and the Manager, Labor Relations by the signing of a waiver to that effect. The Employer shall notify the Union at least twenty-four (24) hours before the dismissal of any employee, stating the reasons for such dismissal. If, after the investigation, the Union believes that the employee has been unjustly discharged, the matter may be referred to the Conference Committee.

## **9. POSTING OF JOBS –**

(a) One or any necessary combination of the following six (6) types of job postings shall be used to select employees to fill job vacancies in the Plant:

- (1) **PERMANENT PLANT POSTINGS:** All newly created jobs or vacancies caused by death, termination, retirement, bidding out, production increases or work decreases shall be posted for four (4) workdays over a two calendar week period with at least one workday being in each week, on the main bulletin boards throughout the Plant. Such postings shall be taken down after the first regularly scheduled workday of the week. Newly created or vacant trades jobs shall be posted for seven (7) calendar days. Employees while on layoff are eligible to bid and be awarded trades/trades related and/or West Hershey postings.
- (2) **OVER AND ABOVE PLANT POSTINGS:** Job vacancies in normal complement departments caused by vacation, illness, injury, extended leaves of absence, short military leaves, production upswings and special projects of a predictable nature shall be posted on the main bulletin boards throughout the plant for four (4) workdays over a two calendar week period, with at least one workday being in each week. Such postings shall be taken down after the first regularly scheduled workday of the week.
- (3) **TEMPORARY PLANT POSTINGS:** Temporary job vacancies caused by special situations (e.g., elimination of or major reduction of a department) may be utilized by a written agreement by both parties. Any employee awarded a temporary plant

poster, shall follow the same seniority rules as an over and above with the following exception: *Plant temporary employee(s) would leave the department first before permanent and over and above employee(s) regardless of seniority.* Such postings shall be posted and taken down after the same length of time as permanent and over and above plant postings.

- (a) Temporary poster holders *do not* have recall to the temporary department.
- (b) When a temporary poster holder is pushed out, they *do not* have D.P. Status.
- (c) When the temporary assignment is over, the employee must return to his/her former department, provided he/she was permanent *or over and above normal complement* in the former department and has sufficient plant seniority to return.

(4) **PERMANENT DEPARTMENT POSTINGS:** Department postings shall be used to place department employees in their proper job relationship when vacancies occur in the department prior to plant-wide posting, and such posting shall remain affixed to the department bulletin board for four (4) workdays.

(5) **TEMPORARY DEPARTMENT POSTINGS:** Temporary job vacancies shall only apply for newly created jobs and shall be posted on the department bulletin board for four (4) workdays.

(6) **BACK-UP PLANT/DEPARTMENT POSTINGS:** An employee shall only be allowed to hold one (1)

back-up poster at a time in or outside of his/her resident department (e.g., Storeroom backup and Power House backup, coder backup and reconciler backup or any other combinations).

(b) Plant-wide production postings shall be posted job and shift as needed. Plant seniority shall be the basis for awarding all plant-wide postings. The designated time period for awarding plant postings shall be Wednesday 8:00 a.m. - 12:00 noon. The employee must be available to be contacted if he/she signed a bid form. If the employee is scheduled for vacation or will not be available to be contacted at the time the poster is being awarded, it is the employee's responsibility to call 5738 (534-5738 if calling from outside the plant) prior to 8:00 a.m. Wednesday to notify the Management Representative of his/her preference(s) or waive his/her right to the poster(s).

(c) Copies of such postings shall be sent to the Union.

(d) Any employee failing to apply for a newly created job or vacancy within the prescribed period shall forfeit his or her seniority right for such job, until such time as the job he or she then holds is no longer available.

(e) During the interim posting period, the Employer may fill the job vacancy with the senior employee having the necessary training and competency to perform the job immediately.

(f) The Company and Union will give consideration to dispensing with job postings if their use in a particular situation would violate the valid policies or directives of the Pennsylvania Human Relations Commission, the

Federal Equal Employment Opportunity Commission, or the Office of Federal Contract Compliance Programs.

(g) Any employee who has made a verbal commitment to accept a department or plant-wide job posting will be required to accept the posting, including a trades posting.

## **10. SENIORITY –**

(a) The basis for promotions, increases or decreases in the working force, shall be the length of continued service, training, ability, and competency.

(b) "Length of continued service" shall begin with the date on which the employee began work after last being hired.

There shall be no reduction in seniority for any time lost which does not constitute a break in continuous service. Continuous service shall be broken for any of the following reasons:

- (1) Employee quits on his/her own accord.
- (2) Employee is discharged for cause.
- (3) Absence due to layoff which continues for more than twenty-four (24) months.
- (4) Absence due to disability which continues for more than thirty (30) months.
- (5) Employee fails to return to work without good cause at the termination of a leave of absence.
- (6) Employee is absent from work without good cause five (5) consecutive days without notice.
- (7) Employee is retired.

With employees who have similar hire dates, the employee with the lowest serial number shall be senior.

(c) In the case of departmental promotion and preference of shift, accumulated length of departmental service shall be the basis rather than length of continuous service in the Plant.

(d) In the case of a decrease in the working force in any department due to slack work, employees who are skilled or semiskilled may be given the privilege of transfer to another department or be laid off for slack work.

(e) Plant seniority within the department shall be the rule when there is a temporary layoff in the department for ten (10) working days or less, or when employees are "loaned" to another department for a period of ten (10) working days or less.

(f) Union officers shall have plant-wide preferential seniority for the purpose of layoff or reduction on the shift. Union Stewards and Chief Stewards shall have preferential seniority at time of layoff or reduction on the shift in the department in which they are employed unless the entire shift in which they are employed is eliminated. Stewards on normal layoff, or on a temporary departmental layoff, for ten (10) days or less shall be recalled first (Refer to Seniority Guidelines, Appendix L).

(g) An employee transferred in the sole discretion of the Company to a supervisory or other salaried position outside of the bargaining unit shall continue to accumulate plant seniority while serving in such positions for a maximum period of twenty-four (24) months. Such employees shall have their department seniority frozen as of the date of such transfer. If the employee is later transferred back into the bargaining unit, he/she shall be credited with the department



seniority he/she had at the time of the transfer out of the bargaining unit and will be allowed to select an open job to which his/her seniority would entitle him/her. After the twenty-four month period, no transfer back into the bargaining unit will occur unless there is mutual agreement between the parties. If agreement between the parties cannot be reached, management may exercise its right to terminate the employee and rehire the employee into the bargaining unit as a new hire.

Employees appointed by the employer as working supervisors, assistant supervisors, relief supervisors, temporary supervisors, and group leaders shall continue to accumulate department seniority while serving in such jobs, providing such assignment is within the employee's resident department. Management retains the right to assign hourly employees to nonsupervisory positions (e.g., relief planners, relief coordinators, Technical Center, Quality Assurance) for a period not to exceed one (1) cumulative year without loss of department seniority. Employees appointed by the Employer to nonsalaried supervisory or nonsupervisory positions will continue to accumulate plant seniority.

- (1) Production employees who serve in the capacity of relief supervisor/working supervisor for a consecutive six (6) month period shall relinquish any posters held in their resident department. When the assignment is over, the employee will be afforded the right to bump an employee with less department seniority for job and shift, providing the employee held a permanent department poster prior to the relief supervisor assignment.

(j) Up-to-date seniority lists shall be made available to the respective departments' Union Stewards for their inspection.

(k) The Employer shall notify the Union at least twenty-four (24) hours before a layoff of any employee for slack work, stating the reason for such layoff. If, after investigation, the Union believes that an employee's seniority does not warrant a layoff according to this Agreement, the matter may be referred to the Conference Committee.

## **11. HIRE AND TERMINATION LIST –**

The Employer, once a week, shall give to the Union a list containing the names and addresses of all newly hired employees and the names of all employees terminating.

## **12. WORK SCHEDULES, CHANGES IN –**

(a) The Union Steward concerned shall be notified as early as possible of all changes in work schedules. Should any question arise, the Employer shall discuss the same with the Union Steward. In such case, the effective date of such work schedule changes shall be postponed as long as practicable.

(b) The Employer shall have the right to alter the work schedule of the third shift on the holidays of Good Friday, Independence Day, Thanksgiving, Christmas and New Year's Day, when not followed by the floating holiday, and the floating holiday, when not a Monday or Friday, by operating on some other night without holiday premium.

### **13. JOB CLASSIFICATIONS –**

All job classifications and rates applicable thereto shall be supplied to the Union, together with present wage rates of man-rated employees.

### **14. OVERTIME –**

(a) At the sole discretion of the Employer, overtime may be scheduled on a mandatory or voluntary basis. The Employer agrees that equal distribution of overtime shall be made among employees in a fair and equitable manner; provided that to be offered overtime, an employee must have the necessary skill, ability, physical qualifications and experience to be qualified to do the job without a special period of instruction or training.

(b) Scheduled overtime is equalized by department, with the exception of Departments 111, 115, 121, 123, and 578 who will equalize scheduled overtime by shift.

(c) If all employees refuse overtime, the least senior qualified employee by department seniority will be required to work. Any overtime that is refused, regardless of when the employee is requested will be charged, as well as all overtime hours worked.

(1) The Employer also has the right to go outside the department for employees, but only when all eligible department employees have been given the opportunity of working up to sixteen (16) consecutive hours of the overtime; provided such schedule does not require or allow an employee to work more than sixteen (16) consecutive hours. When more than eight (8) hours of overtime are prescheduled, the employee(s) will be charged for

all hours worked or refused. Employee(s) who are asked to work additional hours of overtime on the day of the overtime may refuse the additional hours of overtime and not be charged.

- (2) Any employee who has been scheduled to work voluntary overtime and changes his/her mind after he/she has confirmed the shift to be worked and it has been posted or reports off solely on the overtime day shall be penalized and charged as follows:

1<sup>st</sup> incident per year - no charge

2<sup>nd</sup> incident per year - charged double the hours scheduled

3<sup>rd</sup> and subsequent incidents per year - charged quadruple the hours scheduled

A year is calculated on a rolling twelve (12) month period. For employees transferring to another department, the penalty hours incurred will be added to the amount identified according to Paragraph 14(f). The vacancies resulting from these changes once the overtime is posted will be filled by the next eligible person on the overtime list, allowing for qualification where applicable. The employee(s) will be limited to selecting only among the remaining unfilled job(s). The employee(s) may refuse the overtime and would not be charged for the overtime.

- (i) In those departments that equalize overtime by shift, an employee may only change his/her

mind up to the point when the first employee is asked to select a job by seniority.

(3) In those production departments where overtime is equalized by shift:

(i) Employees working other than their scheduled shift will not be charged for such overtime, regardless if the employee works or refuses the overtime being offered.

(ii) Employees shall be offered overtime other than their regular scheduled shift on a rotational basis by plant seniority, starting where the list stopped at the next offering, regardless of the number of hours being offered. To be eligible for this rotational overtime, employees may not refuse overtime on their regular shift.

(d) All residents of a department will be given first opportunity to work voluntary overtime before nonresident and probationary employees are eligible.

(1) In those departments where overtime is equalized by shift, nonresident and probationary employees would be eligible to work overtime on a rotational basis after all resident employees of that shift have had the opportunity to work.

(2) In those departments where overtime is equalized by department, nonresident and probationary employees would be eligible to work overtime on a rotational basis after all resident employees have been given the opportunity to work at least one shift.

(e) At the beginning of each year, Management will subtract from each employee's overtime card an amount

of hours equal to the lowest overtime hours in the department.

(f) New employees as well as recalled employees upon entering a department will be credited with the same hours as the employees having the highest number of hours. If an employee changes shifts in those departments where overtime is equalized by shift, the employee will be credited with the same overtime hours as the employees having the highest number of overtime hours on that shift. Any employee changing shifts or entering the department will acquire the highest number of unpenalized overtime hours of the shift to which he/she is going. Any employee who has been penalized overtime hours shall carry those penalized hours when changing shifts and/or departments. There may be exceptions due to some employees on specialized jobs, which gives them excess overtime. If this is the case, the highest overtime hours of the employees in the normal work force of that department or shift would be used for this computation.

(1) An employee transferred or loaned from his/her resident department for two (2) weeks or less shall have his/her overtime hours adjusted using the following procedure:

- (i) An employee shall be credited with the same number of overtime hours accumulated prior to the transfer or loan.
- (ii) Any overtime hours that were available in the employee's resident department during the transfer or loan would also be added to the prior accumulation. This procedure shall

apply to both department and shift overtime equalization.

(2) In those departments where overtime is equalized by shift, an employee that changes shifts and returns to his/her original shift by the beginning of the third (3rd) week shall have his/her overtime hours adjusted using the following procedure:

(i) An employee shall be credited with the same number of overtime hours accumulated prior to the shift change.

(ii) Any overtime hours worked or refused on the new shift and any overtime hours that were available on the original shift would also be added to the prior accumulation.

(g) Any employee whose turn it is to work overtime but is absent for any reason (including vacation or illness) on the day that the Supervisor is setting up the overtime schedule will not be asked to work even though he/she returns to work prior to the scheduled overtime. In this case, the employee would not be charged the amount of overtime scheduled.

(1) The only exception to the above would be if there was an insufficient number of employees for overtime and the employee has returned to work. The Supervisor would then ask the employee who was absent rather than have another employee work a double shift. The employee would then be charged.

(2) Employees who are absent due to bereavement leave, vacation, National Guard/Reserve weekend duty, jury duty or subpoena and do not return to

work prior to the overtime being worked would not be charged.

- (3) Employees who schedule a Friday and the following Monday as single vacation days shall not be charged overtime for that weekend.
- (4) If a Friday or Monday are scheduled as single vacation days, overtime will be charged for that weekend not to exceed eight (8) hours per day.
- (5) If a Friday and/or Monday are scheduled as single vacation days and mandatory overtime is scheduled, the employee would not be forced to work that weekend.
- (6) If Friday and/or Monday are holidays preceded and succeeded by single vacation days, overtime would not be charged for that weekend.
- (7) Employees may refuse voluntary or mandatory overtime on the weekend preceding their scheduled full week vacation. Under such conditions, the employee would not be charged for overtime work offered for that weekend.

(h) Employees who are in an overtime situation and are asked to work beyond their scheduled shift into the next shift may use their seniority for job selection only among those employees in the same category, or they may take whatever job(s) remain unfilled.

For example, an employee who has worked his/her scheduled overtime on first shift is then asked to stay and work second shift. That employee may also use his/her seniority for job selection on the open jobs on the second shift.



(1) In those departments where overtime is equalized by department, if the overtime employee has been scheduled to work a double shift prior to the actual overtime day, he/she may use his/her seniority for job selection for all the overtime hours for which he/she was scheduled. This provision shall be interpreted to apply only to voluntary overtime situations and not when the entire department has been scheduled. For example: when the entire department has been scheduled and a second shift employee also agrees to work first shift, that employee may only use his/her seniority for job selection on the open job(s) on first shift.

(2) In those departments where overtime is equalized by shift, employees working weekend/holiday overtime other than their regular scheduled shift will choose only among the available open jobs.

(i) Both the overtime list and schedule shall be posted in each department each week. The Supervisor shall keep a record of such overtime which shall be available to the department Stewards.

(j) All Memoranda of Understanding and past practices which are at variance with this Agreement reached during negotiations of this Collective Bargaining Agreement are null and void.

(k) If an employee is scheduled for overtime, a minimum of four (4) hours' work shall be guaranteed. This provision excludes overtime scheduled to be worked immediately prior to or following an employee's regular shift.

(l) If an employee is called in to work who was not previously scheduled, he/she shall be guaranteed two (2) hours' straight-time equivalent pay.

(m) Production/Trades employees serving in the capacity of Working Supervisor, Group Leader, Coordinator or Relief Supervisor may work up to one-half (1/2) hour overtime per shift without charge to their overtime hours. However, employees in the same capacity on Saturdays, Sundays, and holidays shall be charged for all hours of overtime worked.

(n) When mandatory overtime is posted and the department does not need all employees to work weekends, the Employer will agree to allow employees the opportunity to be off work by plant seniority without it affecting their attendance record (non-scheduled days). On a rotational basis, beginning with the third (3<sup>rd</sup>) week, track non-scheduled days beginning with the most senior eligible employee, by allowing each employee the option to take one or two day(s) off per weekend without affecting their attendance record. When this period of posted overtime ends and another occurs, the rotation will begin again on the third week with the most senior employee of the department.

## **15. POSTING OF UNION NOTICES –**

Union notices shall be posted on Employer bulletin boards in conformity with the following procedure: The Union shall present the notice to the designated representative of the Employer for approval. Such notice, upon approval, shall be distributed to the departments for posting in the same manner as followed

for the posting of other notices. Should any notice be disapproved, the Employer shall state the objections thereto so that the Union may draft a notice free from such objections.

## **16. CITIZENSHIP –**

The Employer shall comply with all laws regarding the employment of illegal aliens.

## **17. EMPLOYEES' HANDBOOK –**

An Employees' Handbook, which shall set forth such matters as safety and plant rules, a brief outline of the Group Insurance and Retirement and Savings Plans, and the Employer's policy on Union recognition, shall be distributed to all employees.

## **18. HOLIDAYS, SATURDAYS AND SUNDAYS –**

(a) Good Friday, the first Friday in May, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, the first day of Antlered Deer Season, the day preceding or succeeding Christmas, Christmas, New Year's Day and one additional holiday to be scheduled by management shall be paid holidays. Employees will be paid for eight (8) hours at their regular hourly rate of pay for each of these twelve (12) days whether or not they actually work on such days. Employees working on any of these days shall, in addition to the foregoing eight (8) hours of pay, receive pay at the rate of time and one-half for all such hours worked.

If one of the above-named holidays falls on a Sunday, the following Monday shall be observed as the holiday. If one of the above-named holidays falls on a Saturday, the preceding Friday or the following Monday shall be the holiday observed, as determined by the Employer at its sole discretion. Employees working on any of these observance days shall receive pay at the rate of time and one-half for all such hours worked. Employees working on the calendar holiday shall be paid at the regular rate for that day and not the holiday rate.

For purposes of this paragraph, "regular hourly rate of pay" shall be the average hourly straight-time rate (excluding shift premium) earned during the last eight (8) complete pay cycles of the prior contract year, adjusted to current contract year rates.

(b) The rate for Saturday work shall be paid at the rate of time and one-quarter for the job performed. Such premium shall be payable for all hours worked between 12:01 a.m. and 12:00 midnight Saturday, and in addition, for all hours on a regular or normal shift which commences prior to 12:00 midnight Friday but which is considered a Saturday shift. However, if a shift starts prior to 12:00 midnight Friday which is not considered as normal or regular, Saturday premium shall be paid for only those hours worked after 12:01 a.m. (e.g., 6:00 p.m. Friday to 6:00 a.m. Saturday).

(c) Work performed on Sundays (other than Easter) shall be paid at the rate of time and one-half for the job performed. Such premium shall be payable for all hours worked between 12:01 a.m. and 12:00 midnight Sunday,

and in addition, for all hours on a regular or normal shift which commences prior to 12:00 midnight Saturday but which is considered a Sunday shift except that no Sunday premium shall be paid for hours on a regular or normal shift which commences prior to 12:00 midnight Sunday but which is considered a Monday shift. However, if a shift starts prior to 12:00 midnight Sunday which is not considered as normal or regular, Sunday premium shall be paid for only those hours worked prior to 12:00 midnight even though it is considered a Monday shift (e.g., 6:00 p.m. Sunday to 6:00 a.m. Monday). Employees who are required to work on Easter Sunday shall be paid at the rate of double time for the job performed, which shall include any overtime pay and the regular Sunday premium.

(d) All hours of regularly scheduled work lost on a paid holiday shall be considered as time worked in *determining total hours of work for computation of overtime pay.*

(e) If an employee is absent on the previous or succeeding scheduled workday or on the day of the holiday without leave and without good cause (e.g., no report), *he/she shall not be entitled to be paid for such holiday.* A dispute as to whether good cause existed shall be handled as a grievance.

(f) An employee who has been absent on sick leave or is collecting Workers' Compensation pay for a period exceeding seventy (70) calendar days before a paid holiday shall not be entitled to be paid for the holiday.

(g) Upon completion of one hundred twenty (120) calendar days of service, employees shall be entitled to

paid holidays.

(h) If an otherwise eligible employee is laid off from work and a paid holiday falls within three (3) calendar days following his/her layoff, he/she shall be entitled to holiday pay.

(i) **HOLIDAY PREMIUM PAY FOR THIRD SHIFT**

- (1) At the discretion of the Employer, as determined from time to time, the third shift may be regularly scheduled from Sunday through Thursday nights, inclusive, or from Monday through Friday nights, inclusive. Only for third shift employees whose regular workweek starts Sunday night: The holiday typically celebrated on Good Friday will be changed to Easter Monday, which means the workweek following Easter for these third shift employees will begin Monday night. No holiday premium will be paid to these employees for working Good Friday. There will be no schedule changes during these two weeks for these third shift employees nor will there be any premium adjustments for this group of employees. If these employees work Easter Monday, they will receive holiday premium.
- (2) When third shift is scheduled Monday through Friday nights, inclusive, holiday premium pay shall be paid for work which commences on the day of the holiday.
- (3) When third shift is scheduled Sunday through Thursday nights, inclusive, holiday premium pay shall be paid for work which commences on the

day of the holiday, except when such day is Monday or Friday.

(i) When such a day is Monday, third shift shall be paid holiday premium pay for work which commences Sunday night and not Monday night, and when Tuesday is also a holiday, premium pay will be paid for work which commences Monday night not Tuesday night.

(ii) When such day is Friday, third shift shall be paid holiday premium pay for work which commences Thursday night and not Friday night, and when Thursday is also a holiday, premium pay will be paid for work which commences on Wednesday night.

(4) Paragraphs (2) and (3) will not apply to voluntary holiday schedule changes as per mutual agreement between the Manager, Labor Relations and the Branch President.

## 19. VACATIONS –

(a) All employees who have had three hundred sixty-five (365) calendar days or more of service with the Employer and are on the active payroll on June 1 of each year shall participate in the following vacation schedule:

### Years of Continuous

### Service Prior to

### June 1 of Each Year

### Vacation Period

### Vacation Pay

After 1 year

10 days (5 day  
employee option)

2% of employee's gross  
annual earnings or 40 hours  
at the average hourly pay\*\*

After 2 years

10 days (5 day  
employee option)

3% or 60 hours

### Years of Continuous

### Service Prior to

### Jan. 1 of Each Year

### Vacation Period

### Vacation Pay

After 3 years

11 days\*

4½% or 90 hours

4 to 5 years

13 days\*

5½% or 110 hours

6 to 10 years

16 days\*

6½% or 130 hours

11 to 15 years

17 days\*

7% or 140 hours

16 to 20 years

20 days\*

8% or 160 hours

21 to 25 years

23 days\*

9½% or 190 hours

26 to 30 years

25 days\*

10% or 200 hours

31 to 35 years

27 days\*

11% or 220 hours

36 or more years

30 days\*

12% or 240 hours

\*\*For the purpose of computing vacation pay (and not for the purpose of determining eligibility for vacation pay), the vacation pay shall be computed on the basis of the prescribed percentage of gross annual earnings for the 12 month period ending the last pay of April or the average hourly straight-time rate commencing with the



first complete pay cycle of the contract year and continuing for a twenty-six (26) week period, whichever is greater. For purposes of this paragraph, "average hourly pay" shall be the average hourly straight-time rate (excluding shift premium).

\*Single-day vacations may be scheduled as outlined in Appendix E. Gross annual earnings shall exclude vacation pay, flex dollars and Tuition Refund for the previous year.

(b) An Employee entitled to four or more weeks' vacation pay shall have the option of taking the fourth, fifth or sixth full week of vacation to which he/she is entitled, at such time as may be approved by the Employer.

As of June 1 of each year, an employee who fails to qualify for the initial week of paid vacation shall be entitled to a pro rata portion of such initial week of vacation pay and vacation time. Pro rata vacation shall be as follows: Days must be used consecutively.

- (1) An employee shall receive 2% of employee's gross annual earnings. The employee shall receive vacation off as follows:
  - (i) Equal to or more than 9 months but less than 12 months of service - 4 days of vacation.
  - (ii) Equal to or more than 6 months but less than 9 months of service - 3 days of vacation.
  - (iii) Equal to or more than 4 months but less than 6 months of service - 2 days of vacation.
  - (iv) Equal to or more than 2 months but less than 4 months of service - 1 day of vacation.

(c) Except as herein provided, to be eligible for vacation benefits, an employee must be on the active payroll of the Employer on June 1st of the vacation year. Employees with ten (10) or more years of service who have not had any hourly earnings in the preceding vacation year but have collected weekly A&S or Worker's Compensation benefits will be eligible for vacation pay. Employees who retire or are approved for Long-Term Disability (LTD) shall receive prorated vacation pay up to the date of such event. Those employees who receive a prorated check and return to work prior to June 1 must resume work for a period of thirty (30) calendar days prior to receiving the balance of their vacation pay. Those employees with ten (10) or more years of service who return to work after June 1 must resume work for a period of thirty (30) calendar days prior to receiving the balance of their vacation pay. This clause shall be consistent with paragraph 10(b)(4) of the Agreement. Years of service will be measured from December 31, rather than June 1; provided, however, during the first three (3) years, the required service shall date from June 1 of each year.

To clarify the above, vacation pay will continue to be computed using the average straight-time rate commencing with the first complete pay cycle of the contract year and continuing for a twenty-six (26) week period. However, employees will be given credit for service as of June 1, if their hire date falls on or before December 31, except employees having less than thirty-six (36) full months of continuous service.

(d) All employees will be required to take their vacations, when eligible, in accordance with (a) above, between June 1 and May 31 of each vacation year. The right of an employee to take vacations at the end of one vacation year and at the beginning of another year without an intervening period of work will be subject to the Employer's sole discretion. Subject to establishment by the Employer, in its sole discretion, or limitations as to the number of employees who may be on vacation at any one time in any department and as to the skills and immediate competency of the employees required for efficient operation of the department, each employee within each department will be permitted to select his/her vacation on the basis of his/her plant seniority.

- (1) Full week vacations must be scheduled a minimum of one (1) full workweek prior to the desired vacation period. Single day vacations must be scheduled a minimum of two (2) working days prior to the desired vacation day. Scheduled full week vacations must be canceled a minimum of one (1) full workweek prior to the scheduled vacation period. Single-day vacation must be canceled a minimum of two (2) full workdays prior. Consideration will be given for extenuating circumstances beyond the employee's control.
- (2) An employee who moves into a new department after the vacation periods have been established must take his/her vacation during the periods that remain open. If an

employee is transferred by management from one department to another or recalled to his/her resident department after April 30, he/she will be granted his/her vacation during the period originally selected by the employee.

(e) An employee not working on June 1st because of layoff, or excused delay in returning to work following layoff, and not previously paid vacation therefore, shall, when recalled to and resumes work for a period of thirty (30) calendar days, be entitled to receive the prescribed percentage of his/her gross earnings during the year preceding June 1st. Gross earnings shall not include vacation pay for the previous year.

(f) Vacation Pay Method

(1) The parties agree to provide full-time employees a choice of payment methods for vacation pay. The choices are (1) a lump sum payment at the beginning of the vacation year or (2) a pay-as-you-go vacation method. The employee must make his/her choice of the desired option no later than March 31 of each year.

(2) For those employees who select the pay as you go method, the following will apply:

- The vacation pay rate per hour will be the employee's total vacation pay entitlement divided by the hours appropriate to his/her years of service. When the employee takes a vacation day, he/she will be paid at the vacation pay rate per hour.
- If an employee does not use his/her full entitlement of vacation, the ending balance of

the vacation pay account will be paid in the next to last regular paycheck of the vacation year.

## **20. RETIREMENT AND INSURANCE –**

The Retirement and Insurance programs are covered by separate Articles of Agreement executed by the Employer and the Union effective May 9, 1973, amended on March 7, 1974, and further amended as of March 25, 1976, March 27, 1978, November 24, 1980, November 1, 1983, November 3, 1986, November 6, 1989, November 2, 1992, November 7, 1994, November 17, 1997, June 6, 2002 and June 27, 2005.

## **21. WAGE AND HOUR PROVISIONS –**

(a) Except as otherwise herein provided, hourly rate of pay as used in this contract shall not include shift premium.

(b) Employees shall receive a premium of twenty (20) cents per hour for work performed on the second shift and fifteen (15) cents per hour for work performed on third shift. For the purposes of this paragraph, shifts shall be determined as follows:

- (1) The first shift shall be a regular eight (8) hour shift beginning at any time when a majority of its hours fall between 6:00 a.m. and 2:00 p.m., 6:30 a.m. and 2:30 p.m. or 7:00 a.m. and 3:00 p.m.
- (2) The second shift shall be a regular eight (8) hour shift beginning at any time when a majority of its hours fall between 2:00 p.m. and 10:00 p.m. or 2:30 p.m. and 10:30 p.m. or 3:00 p.m. and 11:00 p.m.
- (3) The third shift shall be a regular eight (8) hour shift

beginning at any time when a majority of its hours fall between 10:00 p.m. and 6:00 a.m. or 10:30 p.m. and 6:30 a.m. or 11:00 p.m. and 7:00 a.m.

(c) All hours worked in excess of forty (40) hours in any week or eight hours in any day shall be paid at the rate of time and one-half for the job performed. Overtime shall be paid only once. Employees on an hourly rate of pay shall be paid every other Friday.

(d) Any employee appearing for work at his or her scheduled time, who has not been notified to the contrary, shall be granted before being sent home, four (4) hours' work or pay in lieu thereof. If the employee is granted four (4) hours of work, he/she shall be required to perform the work and he/she shall be paid at the rate of pay for the work performed or the rate he/she received on his/her last day of work, whichever is higher. If the employee is granted four (4) hours of pay in lieu of work, he/she shall be paid at the rate received on his/her last day of work. The foregoing guarantees shall not apply in the event of an act of God which renders the plant inoperable.

(e) Where an employee with seniority of five (5) years or more of continuous service shall be immediately and permanently displaced by reason of elimination of his/her job due to technology or change in processing (but not due to the interruption or termination of production of an item), such employee shall retain the rate for the eliminated job for a period of ninety (90) calendar days, during which he/she shall have the opportunity to bid for another job based on his/her seniority.

(f) The Union pledges its total good faith cooperation in considering Company efforts to comply with a directive of a governmental regulatory body; to comply with a directive of an energy supplier; to achieve energy efficiencies and/or economics in operations by reason of factors including but not limited to time of day pricing and balancing boiler loads; provided, however, that nothing in this paragraph shall prejudice or alter any rights or obligation under this Agreement.

## **22. SAFETY ADVISORY COMMITTEE –**

A committee of five (5) Employer and five (5) Union representatives shall be established and shall be known as the "Safety Advisory Committee." The Union representatives shall include one (1) representative from the trades. The Committee shall investigate and discuss only matters pertaining to on-the-job safety. It shall record minutes of its meetings and make recommendations to the Plant Safety Assurance Department. Any dispute or disagreement by the members of the Safety Advisory Committee shall not be regarded as a grievance and shall not be subject to the grievance or arbitration procedure.

## **23. BEREAVEMENT LEAVE –**

Bereavement Leave is a benefit to compensate eligible employees for some portion of straight-time hours missed from work to attend to matters directly relating to the funeral, burial or memorial service of a family member. An employee who has completed one hundred twenty (120) or more calendar days of service will be

allowed a bereavement leave of absence with pay as follows:

(a) Up to three (3) working days in the event of the death of the employees' spouse, children, parents, brothers and sisters, including half brothers and sisters, grandparents, grandchildren, mother-in-law, father-in-law, daughter-in-law and son-in-law. A stepchild shall be regarded as a child, for the purposes of this paragraph, if such child is a member of the immediate household of the employee at the time of the child's death. A stepparent shall be regarded as a parent, for the purposes of this paragraph. An adopted or stillborn child shall be regarded as a child for the purposes of this paragraph.

(b) One (1) working day in the event of the death of the employees' stepfather-in-law, stepmother-in-law, stepbrother, stepsister, brother-in-law, sister-in-law, great grandchild or great grandparent.

(c) If the death in the family, as specified in (a) and (b) above, occurs while an employee is on a scheduled vacation, he/she shall have the right to substitute the specified number of bereavement days for vacation and reschedule the vacation days during the vacation year, provided the employee reports the death to the Security Office or the Supervisor no later than the first day worked following the death.

Such time off will be paid at the rate of eight (8) hours at regular time for each day in lieu of regularly scheduled hours not worked. Such time off shall be regarded as time worked for the purpose of computing overtime. For



purposes of this paragraph, "regular hourly rate of pay" shall be the average hourly straight-time rate (excluding shift premium) earned during the last eight (8) complete pay cycles of the prior contract year, adjusted to current contract rates. Use of leave is limited to a period of seven (7) calendar days following the death of a family member. Exceptions must be approved in advance by Employee Relations and will not be unreasonably denied. Additional time off may be granted without pay where required.

Note: One allowable day off will be given (non-paid) for the death of the employee's spouse's grandparents.

## **24. JURY DUTY –**

Time lost from work by an employee while serving on jury duty shall be paid for by the Employer on a straight-time basis at his/her regular hourly rate of pay; provided, however, any compensation or fees received for such jury duty shall be deducted from the amount to be paid by the Employer. Time off for jury duty shall not be regarded as time worked for the purpose of computing overtime. For purposes of this paragraph, "regular hourly rate of pay" shall be the average hourly straight-time rate (excluding shift premium) during the last eight (8) complete pay cycles of the prior contract year, adjusted to current contract year rates. Only employees with one hundred twenty (120) or more calendar days of service are eligible.

## **25. WAGE INCREASE –**

### **(a) WAGES**

- (1) Effective June 27, 2005, the new rate schedules as outlined in Appendix A & B shall be implemented.

(2) The Production Probationary Employee Rate Schedule as outlined in Appendix A shall apply to all probationary employees during their first one hundred eighty (180) cumulative calendar days of active employment.

(b) In the event the proper rate for a production job is at issue in a technological change, changed job, new job or a job changed as the result of cumulative changes or a grievance and it is submitted to department steward(s), the Conference Committee or an arbitrator for resolution, neither the department steward(s), the Conference Committee nor the arbitrator shall have the power to set a rate other than one of the thirteen (13) rates established by this Agreement, unless it is a rate higher than rate thirteen (13).

## **26. TERM OF AGREEMENT –**

This Agreement shall be in full force and effect from June 27, 2005 through October 31, 2010, and thereafter until a new agreement has been entered into; provided that either party, by giving sixty (60) days' advance written notice, may terminate it any time after October 31, 2010.

## **27. TECHNOLOGICAL IMPROVEMENTS, CHANGED JOBS AND NEW JOBS, JOB EVALUATION PLAN –**

(a) The parties recognize and acknowledge that the increases in wages and other benefits herein granted to the employees depend, to a great extent, upon technological progress; better tools, methods, processes,

and equipment; and a cooperative attitude on the part of the Employer and the Union. The Union agrees that it will encourage, rather than resist, such progress and that it will not assert any demand for increased wages for a particular job by reason of changes in the job, unless such changes result in a substantial, material, and significant increase in the skill or labor required for the job.

(b) Where such is the result or where the installation of new machinery or the inauguration of new processes results in the creation of a new job, a qualified representative of the Manager, Employee Relations accompanied by an authorized representative of the Union, shall study the job and assemble data for presentation to the Joint Job Evaluation Committee (JJEC) for recommendation to the Conference Committee, which shall then fix a rate for such job in proper relationship to the other jobs in the existing wage structures of the Employer. The determination of the rate shall be preceded by a minimum experience of ninety (90) workdays on the job.

(c) In the Steel Rolls Arbitration Award filed by Dr. Robert P. Brecht, Arbitrator, on September 11, 1951, Dr. Brecht found it advisable to issue a comprehensive interpretation of the Technological Improvements Clause. His interpretation is as follows:

“The technological improvement provision shall be interpreted as follows:

- (1) Management has the prerogative to improve its plant through the introduction of new machinery, better tools, methods, processes, and equipment.

- (2) The Union will encourage, rather than resist, such technological progress.
- (3) When new machinery is installed, new processes or methods are inaugurated, the Company has the right initially to set up the job content and the wage rate, basing its proposals on careful analysis with a maximum of factual data made available to the Union.
- (4) A minimum experience of ninety (90) workdays on the job will then occur during which time a representative of the Plant Manager and a representative of the Union will study the job and assemble data for presentation to the Conference Committee.
- (5) After the experimental period has expired and the data are presented to the Conference Committee, that Committee will have the power to determine whether or not the work load established by the Company is reasonable and to fix a rate for the job. If the Conference Committee is unable to reach agreement, the matter may then be submitted to arbitration. Until a final decision is reached either by the Conference Committee or by the arbitrator, the workload and the rate initially fixed by the Company shall remain in effect.
- (6) Where a changed job (as contrasted to a new job) is involved, the employee affected will not be entitled to any increased wages by reason of the changes unless the changes result in a substantial, material, and significant increase in the skill or labor required for the job.

(7) In determining a rate for a new or changed job, the rate shall be in proper relationship to pre-established, benchmarked jobs for each of the ten (10) factors and must fall within the existing wage structure of the Company.

(a) For any job that merits points over and beyond the existing Rate 13 "point cap" (1090 points), the wage will be determined by discussion between management and the union outside the Joint Job Evaluation Committee (JJEC).

(8) The above procedure applicable to new or changed jobs provides for consideration and determination by the Conference Committee direct. The preliminary steps ordinarily followed in other types of disputes are not applicable to grievances involving new or changed jobs, and no grievance may be filed with respect to such matters until the experimental period has expired."

(The Brecht award shall remain in full force and effect as expressly modified in 27(d) below.)

(d) Job Evaluation Plan

(1) In the interest of fair and equitable administration of wage rates, the Job Evaluation Manual is hereby agreed to and made a part of this contract and shall be used to evaluate and classify all new or changed hourly production jobs in accordance with the following:

(a) All new or changed jobs established on or after July 14, 1986 shall be evaluated for proper wage rates using the provisions set forth in the Job Evaluation Manual.

- (b) A Joint Job Evaluation Committee (JJEC) consisting of four (4) members of the Union and four (4) members of Management shall be established for the purpose of evaluating, adjusting, and establishing hourly rates of pay.
- (2) When a new job is established or changes in the job content of an existing job occur, the procedure to be used to establish the proper wage rate is as follows:
- (a) After the minimum experience of ninety (90) workdays (in compliance with the Brecht award), a new (revised) job description and analysis shall be written by Management and submitted to the Union for their approval via the Joint Job Evaluation Committee (JJEC).
    - (1) The new/changed job verification form must be thoroughly completed prior to its submittal to the Joint Job Evaluation Committee (JJEC) for review.
  - (b) Using the provisions of the Job Evaluation Manual, the new job will be evaluated and assigned the respective wage rate by the Joint Job Evaluation Committee.
  - (c) Upon agreement reached by the Joint Job Evaluation Committee, the new or changed job and the established rate shall be referred to the Conference Committee for final implementation. If the Joint Job Evaluation Committee is unable to agree on the proper evaluation, the matter shall be referred to the

Conference Committee for resolution. The Conference Committee shall have the authority to resolve only those particular factor rankings that are in dispute by the Joint Job Evaluation Committee. The disputed factors shall be submitted in writing to the Conference Committee.

- (d) If the Conference Committee is unable to resolve the matter, the disputed factors shall be submitted in writing to arbitration for a determination.
- (e) The arbitrator is bound to render a decision only upon those factors in disagreement as set forth by the Conference Committee.

## **28. NO CHANGE CLAUSE –**

No change in the present rates of pay, wages, hours of employment, or other conditions of employment shall be made during the life of this Agreement or any extension thereof except as provided herein or after collective bargaining between the parties hereto.

## **29. WAIVER OF ADDITIONAL DEMANDS –**

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

party waives the right to demand, and the obligation of the other party, to bargain, with respect to any such subjects or matters whether or not they involve pecuniary or monetary cost.

### **30. NONDISCRIMINATION –**

(a) The Union and the Employer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or other protected class status. The parties hereto will take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin or other protected class status.

(b) All solicitations or advertisements for employees placed by or on behalf of the Employer will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin.

(c) The Employer will send to the Union a notice advising the Union of Employer's commitments under Executive Order 11246 as amended, and the Union shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Union and the Employer will comply with all valid directives and guidelines promulgated by the Equal Employment Opportunity Commission, Office of Federal Contract Compliance Programs and the Pennsylvania Human Relations Commission.

(e) The Union reserves the right to protest actions taken by the Employer in the implementation of this paragraph and specifically refuses to waive any seniority



or other contract rights which may be in conflict herewith.

### **31. THREE CONSECUTIVE EIGHT-HOUR SHIFTS -**

(a) Effective at the discretion of the Employer but no later than July 1, 1972, new work schedules shall be adopted whereby in all departments each shift shall consist of eight (8) consecutive hours. Work rules and conditions of employment, both traditional and contractual, shall be revised as follows in order to implement such plan of work schedules:

(1) **LUNCH PERIOD AND BREAK(S).** Each employee shall be allowed a total of forty-five (45) minutes, away from his/her assigned job, for breaks and lunch during each shift. At the Employer's discretion, depending on production requirements, necessity for relief, and proximity to cafeteria, such time may be divided in segments of a twenty (20) minute lunch break and two additional breaks, one of fifteen (15) minutes and *one of ten (10) minutes, or a thirty (30) minute lunch break and one fifteen (15) minute break, or a twenty-five (25) minute break and one ten (10) minute break before and one ten (10) minute break after.* Such schedules may vary among and within departments, and may be changed from time to time at the sole discretion of the Employer.

(2) **RELIEF.**

(i) The following departments are presently working on a consecutive eight-hour schedule

that requires no relief. One of the above break/lunch schedules will be used in these areas without providing relief: Department Nos. 5, 7, 11, 25, 32, 51, 62, 72, 83, 85, 86, 94, 100, 552, 576, 578, and 591.

- (ii) The following departments will either run with relief for break(s) and/or lunch or shut down for break(s) and/or lunch: Departments Nos. 111, 115, 121, 123, 142, 202, 412, 417, 418, 420, 422, 431, 441, 501, 572, 4111, 4112, and 4113.
- (3) Relief employees may be assigned to cross departmental lines, in a manner consistent with principles discussed during contract negotiations.
- (4) Each relief employee shall be assigned to relieve up to eight (8) other employees and himself/herself for both lunch and breaks as required by the Employer.

When relieving eight (8) other employees and himself/herself, the relief employee shall be subject to assignment for one-half (1/2) hour at the beginning of the shift. Any time remaining when all scheduled relief is completed shall be subject to assignment by Management.

When relieving less than eight (8) other employees, the relief employee shall be subject to assignment at the rate of pay of the job(s) assigned for all time prior to and after the scheduled relief. In any event, no relief shall begin earlier than thirty (30) minutes after the beginning of the shift.

- (5) **SCAN-IN AND SCAN-OUT TIME.** Employees will scan in within one-tenth (1/10) of an hour before starting time and will scan out within one-tenth (1/10) of an hour after stopping time. Employees will remain at work stations until properly relieved. The Employer may require employees to scan out and scan in for lunch and other breaks for control purposes.
- (6) **TARDY EMPLOYEES.** Any employee not at his/her work station at the beginning of a shift will be assigned a job at the discretion of the Employer and shall have no right to exercise seniority for such shifts.
- (7) **QUOTAS/RATES.** Established quotas, production output per shift and hourly rates shall remain unchanged whether the employee is relieved or not.

## **32. TRADES SECRETS-**

It is recognized that all employees, in the day-to-day performance of their duties, have had, will have, or are likely to have, access to the Company's trade secrets and proprietary information and to confidential Company records and sources of information. While the employees have always received such information in confidence and have treated such information as secret and proprietary information belonging solely to the Company, both the Company and the employees believe it is preferable to reduce to writing their understanding in this regard. Therefore, the employees acknowledge that

since having assumed employment they have kept confidential and secret and agree to continue to keep confidential and secret during and subsequent to the period of said employment, all information relating to the Company's, or any of its subsidiaries' business, pricing, and cost information, product formulas, recipes and all other trade secrets, sources of supply or lists of customers and plans or contemplated actions, except as they relate to the processing of labor relations matters with the Company.

### **33. DEVELOPMENT TEAM-**

When new jobs occur as a result of new items and new equipment, Management shall have the right to determine if a Development Team is needed, but prior to the implementation of the Development Team, management will contact the Union and discuss the implementation. The Company will determine the start-up date and the length of the period involved not to exceed 120 calendar days in accordance with the following provisions:

(a) The number of job openings per shift will be filled by using temporary departmental postings in the department involved. In the event that these positions are not filled by the departmental employees, the jobs will be posted over and above. The posting will designate the appropriate start-up date and expected duration as well as the shift designation. Employees bidding on these jobs will state their preference as to shift, including a second and third choice if available. Shift selection will be on the basis of plant seniority.

(b) All positions on the Development Team will be subject to assignment by Management. Complement and content of the jobs involved shall be determined after full discussions with the Union. If complement and content issues arise during the development period, such issues shall also be discussed with the Union. Neither the Company or the Union shall use the development period as a basis for establishing its position in any case under Paragraph 27 of the Agreement.

(c) Production and support employees (as mutually agreed) accepting these jobs will maintain the same rate of pay that they had prior to Development Team selection with a premium of twenty-five (25) cents an hour or Rate 5, whichever is higher.

(d) Employees accepting these positions will be required to remain on the jobs until the development period is completed. If it is necessary to extend the development period, the Development Team will be given the choice of staying on the team for the new period or returning to their former departments or where their seniority would place them.

(e) Management reserves the right to replace employees that are in these jobs if work performance is not satisfactory. Every effort will be made to properly train the employee in the assigned job functions. No employee will be replaced without proper counseling.

(f) Except for layoff, these jobs will not be subject to bumping. In the event of layoff affecting a Development Team employee, Management will provide for a replacement in accordance with the provisions of this Agreement.

(g) Employees accepting these positions will be given the choice at the end of the development period of either accruing departmental seniority in their former department or where they normally would have accrued seniority had they not accepted these jobs, or in the department of the development.

(h) In the event that the final rate of pay for the job is greater than the individual's rate (not including the premium), back pay will be given on the basis of the difference between those rates times the number of hours worked during the development period. In the event that the final rates of pay are less than the individual's rate, no adjustment will be made.

(i) In the event that a permanent posting is available, the Development Team employee may bid on this posting, but will not be permitted to accept the posting until the development period is over.

(j) If overtime is needed on the Development Team project, it will be equalized among the team members only. Employees on the Development Team who are residents of the department where the development is assigned, may share in the overtime of their department as long as it does not interfere with the scheduled hours of the Development Team assignments.

(k) Where replacements are needed due to vacations, sickness, etc., the openings will be filled in accordance with the provisions of this Agreement.

(l) Development Team employees shall select vacations in their resident departments.

### **34. PRODUCTIVITY IMPROVEMENTS/EMPLOYEE INVOLVEMENT-**

The Union and Employer recognize that productivity improvement is essential to the well-being of the employees and the Company. Accordingly, the Union and the Employer will cooperate in efforts to maintain and improve productivity at all levels throughout the plant, as well as a commitment towards the elimination of quotas, and to strive for full utilization of all jobs.

To achieve this, the management of the Hershey and West Hershey Plants and officers of BCTGM, Local 464, are committed to providing employees a workplace environment that promotes teamwork, cooperation, creativity, and the meaningful involvement of employees and their abilities. Creating the highest quality products by continuously improving all that we do is the primary workplace goal. It is intended that this mutual commitment to "Quality Through Excellence" will result in optimum customer satisfaction and, therefore, promote long-term security for Hershey and West Hershey Plant operations and their employees.

The Union and Employer commit to this Agreement as a "Living Contract." If modification of its content is necessary during the life of the Agreement to meet changing employer or employee needs, the Union and Employer will work together to address those changing needs.

This language shall be interpreted so that it does not conflict with other articles of this Agreement.

### **35. TRAINING-**

(a) The Union recognizes the right of the Company to require employees to accept training either in or out of the plant or at specialized schools where required for improved job performance. The Company shall compensate employees for their expenses and their training time in such instances in accordance with Company policy.

(b) The method of payment for on-the-job training, with the exception of existing departmental agreements and Trades training, shall be as follows:

The training of one employee(s) by another will result in the trainer receiving one (1) rate higher than the established rate for the job and the trainee(s) receiving one (1) rate less than the established rate for the job.

(c) A trainer conducting classroom training shall be paid two (2) rates higher than his/her average rate earned the previous scheduled workweek. For payroll purposes, the average rate shall be rounded up to the nearest existing rate. This average rate shall be the average hourly straight-time rate (excluding shift premium) earned during the last eight (8) complete pay cycles of the prior contract year, adjusted to current contract year rates.

### **36. RESTRICTED JOB PROGRAM-**

The Union and the Employer are committed to amend the current Restricted Job Program to address changes (i.e., technological changes) needed to accommodate restricted employees.



### Regulations Regarding Placement and Processing:

(a) An employee having a work related restriction must report the restrictions to Health Services as soon as the restrictions are obtained. In the event the restrictions are obtained during the hours when Health Services is not available, the supervisor will place the employee on restricted duties until the employee can be seen by Health Services.

(b) The employee may be examined by Health Services. When necessary, they will consult with the employee's attending physician. Health Services will then determine whether the employee requires a work restriction, what the restrictions are, and the time period involved.

(c) Employees having non-work related restrictions must contact Health Services and bring, in writing, the restrictions designated by their attending physician, which must be validated by Health Services prior to the start of their shift.

(d) Employees with work restrictions will be returned to work as soon as all necessary arrangements can be made, providing their permanent/current job cannot be performed. Management will place the employee on one of the jobs on the agreed-to lists in his/her department, or with Union agreement, outside his/her department.

(1) The restricted job agreed-to list will be reviewed periodically.

(2) Restricted employees may be assigned to "scrap/repack" jobs in all Packaging Departments. These employees could be moved to the

department where "scrap" is located (i.e., Syrup, Kisses, Cocoa, Wrapping, Confectionery, etc.) or to a central area.

(e) An employee placed on restriction will be reexamined as directed by Health Services. If at the time of the reexamination the employee is able to perform normal duties, it will be mandatory that he/she does so and that he/she be removed from the program.

(f) An employee who has a work restriction and is placed on a job on the agreed-to lists shall not have the right to sign for plant postings but will have the right to be awarded a permanent department job posting within his/her resident department, providing the following guidelines are applied:

- (1) Prior to awarding the job to the employee, Health Services will evaluate the job and determine if the job falls within the employee's written restrictions.
- (2) If the job falls within the employee's written restrictions, the employee will be allowed to report to the job.
- (3) If the job does not fall within the employee's written restrictions, the job will be held for the employee for three (3) months, providing the employee does not have a permanent department poster.
- (4) An exception to the plant-posting rule would apply when an employee has a permanent restriction that prohibits him/her from performing any of the jobs in his/her resident department. This employee would be allowed to sign a plant poster (on a one-time only basis) and be awarded such poster upon

the approval of the "Disability Review Committee."

(g) The restricted employee shall not be subject to day-to-day bumping by more senior employee(s). If no work is available for the senior employee(s), that employee would be entitled to go to another department in accordance with the provisions of the Interdepartmental Employee Movement Procedures for a period not to exceed ten (10) consecutive working days. More senior employees who are displaced as a result of the Restricted Job Program shall receive rate retention and retain their current shift. They shall be displaced by this program for no more than six (6) months.

(h) In case of work force reduction, the restricted employee who lacks sufficient plant seniority to remain in a department would be entitled to placement in another department utilizing the jobs on the agreed-to lists.

(i) An employee placed on a job outside his/her department will continue to accumulate department seniority in the former department, provided that the period of restricted activity is for less than six (6) months. If the period of restricted activity would continue for more than six (6) months, department seniority will begin to accumulate in the department where the employee was transferred.

(j) If the employee has an "indefinite" restriction, he/she will be placed on a job that has been designated by the "Disability Review Committee" as a non-posted disability job. Preference will be given for placement of the employee in his/her resident department.

(k) Placement on a restricted job outside of his/her department will be considered as a temporary assignment with recall rights back to his/her department when the period of restricted activity ceases.

(l) An employee with a work restriction is permitted to work any eligible overtime, mandatory or voluntary, as long as his/her job on overtime is within the written restriction. However, in a voluntary overtime situation, the following shall apply:

(1) An employee with a written work restriction is eligible for overtime, providing he/she has the seniority to select a job within his/her restriction. If the restricted employee is unable to select a job, he/she shall be charged for the overtime hours. When the next eligible employee on the overtime roster is asked to work to replace the restricted employee, that employee is limited to select only among the remaining job(s) unfilled. The employee may refuse the overtime and would not be charged for the overtime.

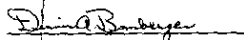
(2) If on the overtime day the job selected by the restricted employee is not available and he/she cannot realign, the restricted employee will go home and be charged for the overtime not worked.

## 37. SUCCESSORS AND ASSIGNS CLAUSE-

This agreement is binding upon the parties, their successors and assigns in accordance with their rights and obligations under the law.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 27th day of June 2005.

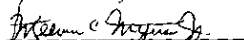
CHOCOLATE WORKERS' LOCAL UNION  
No. 464 of the BAKERY, CONFECTIONERY,  
TOBACCO WORKERS, AND GRAIN  
MILLERS INTERNATIONAL UNION OF  
AMERICA (AFL-CIO) NEGOTIATING COMMITTEE



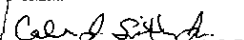
Dennis A. Bomberger  
Business Manager



William K. Sprandel  
Financial Secretary/Treasurer



Melvin C. Myers, Jr.  
President



Calvin J. Smith, Jr.  
Branch President



Frederick J. Boltz  
Chair, Union Conference Comm



Albert R. Leininger  
Chief Steward, West Hershey Plant

THE HERSHEY COMPANY  
HERSHEY PLANT/WEST HERSHEY  
NEGOTIATING COMMITTEE



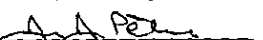
Robert J. Woelfling  
VP, Manufacturing



Daniel T. Darcy  
Sr. Director, Manufacturing



Steven R. Tilley  
Director, HR/ER



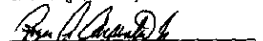
Jon J. Peters  
Plant Manager, Hershey Plant



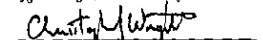
Philomena Krosznico  
Plant Manager, West Hershey Plant



Thomas J. Kettering  
ER Manager, Hershey Plant



Roger A. Carpenter, Jr.  
Mfg. Manager, West Hershey Plant



Christopher J. Wright  
Labor Relations Manager

APPENDIX A

**HERSHEY PLANT PRODUCTION WAGE RATES  
For Current Employees (Effective June 27, 2005)**

<u>RATE</u>	<u>06/27/05</u>	<u>10/30/06</u>	<u>10/29/07</u>	<u>10/27/08</u>	<u>10/26/09</u>
1	\$18.05	\$18.41	\$18.82	\$19.24	\$19.82
2	\$18.41	\$18.78	\$19.20	\$19.63	\$20.22
3	\$18.84	\$19.22	\$19.65	\$20.09	\$20.69
4	\$19.26	\$19.65	\$20.09	\$20.54	\$21.16
5	\$19.66	\$20.05	\$20.50	\$20.96	\$21.59
6	\$20.11	\$20.51	\$20.97	\$21.44	\$22.08
7	\$20.53	\$20.94	\$21.41	\$21.89	\$22.55
8	\$20.99	\$21.41	\$21.89	\$22.38	\$23.05
9	\$21.44	\$21.87	\$22.36	\$22.86	\$23.55
10	\$21.94	\$22.38	\$22.88	\$23.39	\$24.09
11	\$22.41	\$22.86	\$23.37	\$23.90	\$24.62
12	\$22.93	\$23.39	\$23.92	\$24.46	\$25.19
13	\$23.44	\$23.91	\$24.45	\$25.00	\$25.75

**HERSHEY PLANT PRODUCTION WAGE RATES  
For Probationary Employees**

<u>RATE</u>	<u>06/27/05</u>	<u>10/30/06</u>	<u>10/29/07</u>	<u>10/27/08</u>	<u>10/26/09</u>
General Labor	\$12.00*	\$12.24	\$12.52	\$12.80	\$13.18
1	\$12.47	\$12.74	\$13.05	\$13.37	\$13.80
2	\$12.83	\$13.11	\$13.43	\$13.75	\$14.19
3	\$13.26	\$13.55	\$13.88	\$14.21	\$14.67
4	\$13.68	\$13.97	\$14.31	\$14.65	\$15.12
5	\$14.08	\$14.38	\$14.73	\$15.08	\$15.56
6	\$14.53	\$14.84	\$15.20	\$15.56	\$16.06
7	\$14.95	\$15.27	\$15.64	\$16.01	\$16.52
8	\$15.41	\$15.74	\$16.12	\$16.51	\$17.04
9	\$15.86	\$16.20	\$16.59	\$16.99	\$17.53
10	\$16.36	\$16.71	\$17.11	\$17.52	\$18.08
11	\$16.83	\$17.19	\$17.60	\$18.02	\$18.59
12	\$17.35	\$17.72	\$18.14	\$18.57	\$19.16
13	\$17.86	\$18.24	\$18.67	\$19.11	\$19.71

\* General Labor rate will not drop below \$12.00/hr.

## APPENDIX A

# HERSHEY PLANT PRODUCTION WAGE RATES

## For New Employees Hired After June 27, 2005

<u>RATE</u>	<u>06/27/05</u>	<u>10/30/06</u>	<u>10/29/07</u>	<u>10/27/08</u>	<u>10/26/09</u>
General Labor	\$12.00	\$12.24	\$12.52	\$12.80	\$13.18
1	\$13.47	\$13.74	\$14.05	\$14.37	\$14.80
2	\$13.83	\$14.11	\$14.43	\$14.75	\$15.19
3	\$14.26	\$14.55	\$14.88	\$15.21	\$15.67
4	\$14.68	\$14.97	\$15.31	\$15.65	\$16.12
5	\$15.08	\$15.38	\$15.73	\$16.08	\$16.56
6	\$15.53	\$15.84	\$16.20	\$16.56	\$17.06
7	\$15.95	\$16.27	\$16.64	\$17.01	\$17.52
8	\$16.41	\$16.74	\$17.12	\$17.51	\$18.04
9	\$16.86	\$17.20	\$17.59	\$17.99	\$18.53
10	\$17.36	\$17.71	\$18.11	\$18.52	\$19.08
11	\$17.83	\$18.19	\$18.60	\$19.02	\$19.59
12	\$18.35	\$18.72	\$19.14	\$19.57	\$20.16
13	\$18.86	\$19.24	\$19.67	\$20.11	\$20.71

## APPENDIX B

## HERSHEY PLANT TRADES WAGE RATE PROGRESSION BY SKILL LEVEL WITHIN JOB GRADE

Rates Effective 06/27/05 through 10/29/06

Trades Grade	Skill Levels								Length of Training
	I	II	III	IV	V	VI	VII	VIII	
T-20	(T-20) \$23.86	(T-21) \$23.38	(T-22) \$22.94	(T-23) \$22.29	(T-24) \$21.80	(T-25) \$21.33	(T-26) <sup>a</sup> \$20.89	(T-27) <sup>a</sup> \$20.44	72 Months
T-21	(T-21) \$23.38	(T-22) \$22.94	(T-23) \$22.29	(T-24) \$21.80	(T-25) \$21.33	(T-26) <sup>a</sup> \$20.89	(T-27) <sup>a</sup> \$20.44	60 Months	
T-22	(T-22) \$22.94	(T-23) \$22.29	(T-24) \$21.80	(T-25) \$21.33	(T-26) <sup>a</sup> \$20.89	(T-27) <sup>a</sup> \$20.44			48 Months
T-23	(T-23) \$22.29	(T-24) \$21.80	(T-25) \$21.33	(T-26) <sup>a</sup> \$20.89	(T-27) <sup>a</sup> \$20.44			36 Months	
T-24	(T-24) \$21.80	(T-25) \$21.33	(T-26) \$20.89	(T-27) <sup>a</sup> 20.44					30 Months
T-25	(T-25) \$21.33	(T-26) \$20.89	(T-27) <sup>a</sup> \$20.44	(T-28) <sup>a</sup> \$20.03				24 Months	
T-26	(T-26) \$20.89	(T-27) <sup>b</sup> \$20.44	(T-28) <sup>b</sup> \$20.03						6-18 Months

a. Personnel at these skill level rates will be reviewed after six (6) months in grade, and all others will be reviewed annually.

b. Those trades requiring eighteen (18) months' training time will require six (6) months in Skill Level III and twelve (12) months in Skill Level II.

Building Trades Rate \$22.62

High Voltage Trades Rate \$24.14

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NOTE: Trades rates reflect an increase of 25¢/hr. for all grades, applied after the 2005 general wage increase.



## APPENDIX B

## HERSHEY PLANT TRADES WAGE RATE PROGRESSION BY SKILL LEVEL WITHIN JOB GRADE

Rates Effective 10/30/06 through 10/28/07

Trades Grade	Skill Levels								Length of Training
	I	II	III	IV	V	VI	VII	VIII	
T-20	(T-20) \$24.34	(T-21) \$23.85	(T-22) \$23.40	(T-23) \$22.74	(T-24) \$22.24	(T-25) \$21.76	(T-26) <sup>a</sup> \$21.31	(T-27) <sup>a</sup> \$20.85	72 Months
T-21	(T-21) \$23.85	(T-22) \$23.40	(T-23) \$22.74	(T-24) \$22.24	(T-25) \$21.76	(T-26) <sup>a</sup> \$21.31	(T-27) <sup>a</sup> \$20.85		60 Months
T-22	(T-22) \$23.40	(T-23) \$22.74	(T-24) \$22.24	(T-25) \$21.76	(T-26) <sup>a</sup> \$21.31	(T-27) <sup>a</sup> \$20.85			48 Months
T-23	(T-23) \$22.74	(T-24) \$22.24	(T-25) \$21.76	(T-26) <sup>a</sup> \$21.31	(T-27) <sup>a</sup> \$20.85				36 Months
T-24	(T-24) \$22.24	(T-25) \$21.76	(T-26) \$21.31	(T-27) <sup>a</sup> \$20.85					30 Months
T-25	(T-25) \$21.76	(T-26) \$21.31	(T-27) <sup>a</sup> \$20.85	(T-28) <sup>a</sup> \$20.43					24 Months
T-26	(T-26) \$21.31	(T-27) <sup>b</sup> \$20.85	(T-28) <sup>b</sup> \$20.43						6-18 Months

a. Personnel at these skill level rates will be reviewed after six (6) months in grade, and all others will be reviewed annually.

b. Those trades requiring eighteen (18) months' training time will require six (6) months in Skill Level III and twelve (12) months in Skill Level II.

Building Trades Rate \$23.07

High Voltage Trades Rate \$24.62

## APPENDIX B

## HERSHEY PLANT TRADES WAGE RATE PROGRESSION BY SKILL LEVEL WITHIN JOB GRADE

Rates Effective 10/29/07 through 10/26/08

Trades Grade	Skill Levels								Length of Training
	I	II	III	IV	V	VI	VII	VIII	
T-20	(T-20) \$24.89	(T-21) \$24.39	(T-22) \$23.93	(T-23) \$23.25	(T-24) \$22.74	(T-25) \$22.25	(T-26) <sup>a</sup> \$21.79	(T-27) <sup>a</sup> \$21.32	72 Months
T-21	(T-21) \$24.39	(T-22) \$23.93	(T-23) \$23.25	(T-24) \$22.74	(T-25) \$22.25	(T-26) <sup>a</sup> \$21.79	(T-27) <sup>a</sup> \$21.32		60 Months
T-22	(T-22) \$23.93	(T-23) \$23.25	(T-24) \$22.74	(T-25) \$22.25	(T-26) <sup>a</sup> \$21.79	(T-27) <sup>a</sup> \$21.32			48 Months
T-23	(T-23) \$23.25	(T-24) \$22.74	(T-25) \$22.25	(T-26) <sup>a</sup> \$21.79	(T-27) <sup>a</sup> \$21.32				36 Months
T-24	(T-24) \$22.74	(T-25) \$22.25	(T-26) \$21.79	(T-27) <sup>a</sup> \$21.32					30 Months
T-25	(T-25) \$22.25	(T-26) \$21.79	(T-27) <sup>a</sup> \$21.32	(T-28) <sup>a</sup> \$20.89					24 Months
T-26	(T-26) \$21.79	(T-27) <sup>b</sup> \$21.32	(T-28) <sup>b</sup> \$20.89						6-18 Months

a. Personnel at these skill level rates will be reviewed after six (6) months in grade, and all others will be reviewed annually.

b. Those trades requiring eighteen (18) months' training time will require six (6) months in Skill Level III and twelve (12) months in Skill Level II.

Building Trades Rate \$23.59

High Voltage Trades Rate \$25.17

## APPENDIX B

## HERSHEY PLANT TRADES WAGE RATE PROGRESSION BY SKILL LEVEL WITHIN JOB GRADE

Rates Effective 10/27/08 through 10/25/09

Trades Grade	Skill Levels								Length of Training
	I	II	III	IV	V	VI	VII	VIII	
T-20	(T-20) \$25.45	(T-21) \$24.94	(T-22) \$24.47	(T-23) \$23.77	(T-24) \$23.25	(T-25) \$22.75	(T-26) <sup>a</sup> \$22.28	(T-27) <sup>a</sup> \$21.80	72 Months
T-21	(T-21) \$24.94	(T-22) \$24.47	(T-23) \$23.77	(T-24) \$23.25	(T-25) \$22.75	(T-26) <sup>a</sup> \$22.28	(T-27) <sup>a</sup> \$21.80		60 Months
T-22	(T-22) \$24.47	(T-23) \$23.77	(T-24) \$23.25	(T-25) \$22.75	(T-26) <sup>a</sup> \$22.28	(T-27) <sup>a</sup> \$21.80			48 Months
T-23	(T-23) \$23.77	(T-24) \$23.25	(T-25) \$22.75	(T-26) <sup>a</sup> \$22.28	(T-27) <sup>a</sup> \$21.80				36 Months
T-24	(T-24) \$23.25	(T-25) \$22.75	(T-26) \$22.28	(T-27) <sup>a</sup> \$21.80					30 Months
T-25	(T-25) \$22.75	(T-26) \$22.28	(T-27) <sup>a</sup> \$21.80	(T-28) <sup>a</sup> \$21.36					24 Months
T-26	(T-26) \$22.28	(T-27) <sup>b</sup> \$21.80	(T-28) <sup>b</sup> \$21.36						6-18 Months

a. Personnel at these skill level rates will be reviewed after six (6) months in grade, and all others will be reviewed annually.

b. Those trades requiring eighteen (18) months' training time will require six (6) months in Skill Level III and twelve (12) months in Skill Level II.

Building Trades Rate \$24.12

High Voltage Trades Rate \$25.74

## APPENDIX B

## HERSHEY PLANT TRADES WAGE RATE PROGRESSION BY SKILL LEVEL WITHIN JOB GRADE

Rates Effective 10/26/09 through 10/30/10

Trades Grade	Skill Levels								Length of Training
	I	II	III	IV	V	VI	VII	VIII	
T-20	(T-20) \$26.21	(T-21) \$25.69	(T-22) \$25.20	(T-23) \$24.48	(T-24) \$23.95	(T-25) \$23.43	(T-26) <sup>a</sup> \$22.95	(T-27) <sup>a</sup> \$22.45	72 Months
T-21	(T-21) \$25.69	(T-22) \$25.20	(T-23) \$24.48	(T-24) \$23.95	(T-25) \$23.43	(T-26) <sup>a</sup> \$22.95	(T-27) <sup>a</sup> \$22.45	60 Months	
T-22	(T-22) \$25.20	(T-23) \$24.48	(T-24) \$23.95	(T-25) \$23.43	(T-26) <sup>a</sup> \$22.95	(T-27) <sup>a</sup> \$22.45			48 Months
T-23	(T-23) \$24.48	(T-24) \$23.95	(T-25) \$23.43	(T-26) <sup>a</sup> \$22.95	(T-27) <sup>a</sup> \$22.45			36 Months	
T-24	(T-24) \$23.95	(T-25) \$23.43	(T-26) \$22.95	(T-27) <sup>a</sup> \$22.45					30 Months
T-25	(T-25) \$23.43	(T-26) \$22.95	(T-27) <sup>a</sup> \$22.45	(T-28) <sup>a</sup> \$22.00				24 Months	
T-26	(T-26) \$22.95	(T-27) <sup>b</sup> \$22.45	(T-28) <sup>b</sup> \$22.00						6-18 Months

a. Personnel at these skill level rates will be reviewed after six (6) months in grade, and all others will be reviewed annually.

b. Those trades requiring eighteen (18) months' training time will require six (6) months in Skill Level III and twelve (12) months in Skill Level II.

Building Trades Rate \$24.84

High Voltage Trades Rate \$26.51

**APPENDIX B**  
**HERSHEY PLANT TRADES TRAINEE RATES**  
**TRADES WAGE RATE PROGRESSION BY SKILL LEVEL WITHIN JOB GRADE**

New Trainee

Rates Effective 06/27/05 through 10/29/06

Trades Grade	Skill Levels								Length of Training
	I	II	III	IV	V	VI	VII	VIII	
T-20	(T-20) \$23.86	(T-31) \$22.98	(T-32) \$22.54	(T-33) \$21.89	(T-34) \$21.40	(T-35) \$20.93	(T-36) <sup>a</sup> \$20.49	(T-37) <sup>a</sup> 20.04	72 Months
T-21	(T-21) \$23.38	(T-32) \$22.54	(T-33) \$21.89	(T-34) \$21.40	(T-35) \$20.93	(T-36) <sup>a</sup> \$20.49	(T-37) <sup>a</sup> \$20.04		60 Months
T-22	(T-22) \$22.94	(T-33) \$21.89	(T-34) \$21.40	(T-35) \$20.93	(T-36) <sup>a</sup> \$20.49	(T-37) <sup>a</sup> \$20.04			48 Months
T-23	(T-23) \$22.29	(T-34) \$21.40	(T-35) \$20.93	(T-36) <sup>a</sup> \$20.49	(T-37) <sup>a</sup> \$20.04				36 Months
T-24	(T-24) \$21.80	(T-35) \$20.93	(T-36) \$20.49	(T-37) <sup>a</sup> \$20.04					30 Months
T-25	(T-25) \$21.33	(T-36) \$20.49	(T-37) <sup>a</sup> \$20.04	(T-38) <sup>a</sup> \$19.63					24 Months
T-26	(T-26) \$20.89	(T-37) <sup>b</sup> \$20.04	(T-38) <sup>b</sup> \$19.63						6-18 Months

a. Personnel at these skill level rates will be reviewed after six (6) months in grade, and all others will be reviewed annually.

b. Those trades requiring eighteen (18) months' training time will require six (6) months in Skill Level III and twelve (12) months in Skill Level II.

NOTE: Trades rates reflect an increase of 25¢/hr. for all grades, applied after the 2005 general wage increase.

APPENDIX B  
HERSHEY PLANT TRADES TRAINEE RATES  
TRADES WAGE RATE PROGRESSION BY SKILL LEVEL WITHIN JOB GRADE

New Trainee

Rates Effective 10/30/06 through 10/28/07

Trades Grade	Skill Levels								Length of Training
	I	II	III	IV	V	VI	VII	VIII	
T-20	(T-20) \$24.34	(T-31) \$23.45	(T-32) \$23.00	(T-33) \$22.34	(T-34) \$21.84	(T-35) \$21.36	(T-36) <sup>a</sup> \$20.91	(T-37) <sup>a</sup> \$20.45	72 Months
T-21	(T-21) \$23.85	(T-32) \$23.00	(T-33) \$22.34	(T-34) \$21.84	(T-35) \$21.36	(T-36) <sup>a</sup> \$20.91	(T-37) <sup>a</sup> \$20.45	60 Months	
T-22	(T-22) \$23.40	(T-33) \$22.34	(T-34) \$21.84	(T-35) \$21.36	(T-36) <sup>a</sup> \$20.91	(T-37) <sup>a</sup> \$20.45			48 Months
T-23	(T-23) \$22.74	(T-34) \$21.84	(T-35) \$21.36	(T-36) <sup>a</sup> \$20.91	(T-37) <sup>a</sup> \$20.45			36 Months	
T-24	(T-24) \$22.24	(T-35) \$21.36	(T-36) \$20.91	(T-37) <sup>a</sup> \$20.45					30 Months
T-25	(T-25) \$21.76	(T-36) \$20.91	(T-37) <sup>a</sup> \$20.45	(T-38) <sup>a</sup> \$20.03				24 Months	
T-26	(T-26) \$21.31	(T-37) <sup>b</sup> \$20.45	(T-38) <sup>b</sup> \$20.03						6-18 Months

a. Personnel at these skill level rates will be reviewed after six (6) months in grade, and all others will be reviewed annually.

b. Those trades requiring eighteen (18) months' training time will require six (6) months in Skill Level III and twelve (12) months in Skill Level II.

APPENDIX B  
**HERSHEY PLANT TRADES TRAINEE RATES**  
**TRADES WAGE RATE PROGRESSION BY SKILL LEVEL WITHIN JOB GRADE**

New Trainee

Rates Effective 10/29/07 through 10/26/08

Trades Grade	Skill Levels								Length of Training
	I	II	III	IV	V	VI	VII	VIII	
T-20	(T-20) \$24.89	(T-31) \$23.99	(T-32) \$23.53	(T-33) \$22.85	(T-34) \$22.34	(T-35) \$21.85	(T-36) <sup>a</sup> \$21.39	(T-37) <sup>a</sup> \$20.92	72 Months
T-21	(T-21) \$24.39	(T-32) \$23.53	(T-33) \$22.85	(T-34) \$22.34	(T-35) \$21.85	(T-36) <sup>a</sup> \$21.39	(T-37) <sup>a</sup> \$20.92		60 Months
T-22	(T-22) \$23.93	(T-33) \$22.85	(T-34) \$22.34	(T-35) \$21.85	(T-36) <sup>a</sup> \$21.39	(T-37) <sup>a</sup> \$20.92			48 Months
T-23	(T-23) \$23.25	(T-34) \$22.34	(T-35) \$21.85	(T-36) <sup>a</sup> \$21.39	(T-37) <sup>a</sup> \$20.92				36 Months
T-24	(T-24) \$22.74	(T-35) \$21.85	(T-36) \$21.39	(T-37) <sup>a</sup> \$20.92					30 Months
T-25	(T-25) \$22.25	(T-36) \$21.39	(T-37) <sup>a</sup> \$20.92	(T-38) <sup>a</sup> \$20.49					24 Months
T-26	(T-26) \$21.79	(T-37) <sup>b</sup> \$20.92	(T-38) <sup>b</sup> \$20.49						6-18 Months

a. Personnel at these skill level rates will be reviewed after six (6) months in grade, and all others will be reviewed annually.

b. Those trades requiring eighteen (18) months' training time will require six (6) months in Skill Level III and twelve (12) months in Skill Level II.

APPENDIX B  
**HERSHEY PLANT TRADES TRAINEE RATES**  
**TRADES WAGE RATE PROGRESSION BY SKILL LEVEL WITHIN JOB GRADE**  
 Rates Effective 10/27/08 through 10/25/09

New Trainee

Trades Grade	Skill Levels								Length of Training
	I	II	III	IV	V	VI	VII	VIII	
T-20	(T-20) \$25.45	(T-31) \$24.54	(T-32) \$24.07	(T-33) \$23.37	(T-34) \$22.85	(T-35) \$22.35	(T-36) <sup>a</sup> \$21.88	(T-37) <sup>a</sup> \$21.40	72 Months
T-21	(T-21) \$24.94	(T-32) \$24.07	(T-33) \$23.37	(T-34) \$22.85	(T-35) \$22.35	(T-36) <sup>a</sup> \$21.88	(T-37) <sup>a</sup> \$21.40		60 Months
T-22	(T-22) \$24.47	(T-33) \$23.37	(T-34) \$22.85	(T-35) \$22.35	(T-36) <sup>a</sup> \$21.88	(T-37) <sup>a</sup> \$21.40			48 Months
T-23	(T-23) \$23.77	(T-34) \$22.85	(T-35) \$22.35	(T-36) <sup>a</sup> \$21.88	(T-37) <sup>a</sup> \$21.40				36 Months
T-24	(T-24) \$23.25	(T-35) \$22.35	(T-36) \$21.88	(T-37) <sup>a</sup> \$21.40					30 Months
T-25	(T-25) \$22.75	(T-36) \$21.88	(T-37) <sup>a</sup> \$21.40	(T-38) <sup>a</sup> \$20.96					24 Months
T-26	(T-26) \$22.28	(T-37) <sup>b</sup> \$21.40	(T-38) <sup>b</sup> \$20.96						6-18 Months

- a. Personnel at these skill level rates will be reviewed after six (6) months in grade, and all others will be reviewed annually.  
 b. Those trades requiring eighteen (18) months' training time will require six (6) months in Skill Level III and twelve (12) months in Skill Level II.



**APPENDIX B**  
**HERSHEY PLANT TRADES TRAINEE RATES**  
**TRADES WAGE RATE PROGRESSION BY SKILL LEVEL WITHIN JOB GRADE**

New Trainee

Rates Effective 10/26/09 through 10/30/10

Trades Grade	Skill Levels								Length of Training
	I	II	III	IV	V	VI	VII	VIII	
T-20	(T-20) \$26.21	(T-31) \$25.29	(T-32) \$24.80	(T-33) \$24.08	(T-34) \$23.55	(T-35) \$23.03	(T-36) a \$22.55	(T-37) a \$22.05	72 Months
T-21	(T-21) \$25.69	(T-32) \$24.80	(T-33) \$24.08	(T-34) \$23.55	(T-35) \$23.03	(T-36) a \$22.55	(T-37) a \$22.05		60 Months
T-22	(T-22) \$25.20	(T-33) \$24.08	(T-34) \$23.55	(T-35) \$23.03	(T-36) a \$22.55	(T-37) a \$22.05			48 Months
T-23	(T-23) \$24.48	(T-34) \$23.55	(T-35) \$23.03	(T-36) a \$22.55	(T-37) a \$22.05				36 Months
T-24	(T-24) \$23.95	(T-35) \$23.03	(T-36) \$22.55	(T-37) a \$22.05					30 Months
T-25	(T-25) \$23.43	(T-36) \$22.55	(T-37) a \$22.05	(T-38) a \$21.60					24 Months
T-26	(T-26) \$22.95	(T-37) b \$22.05	(T-38) b \$21.60						6-18 Months

- a. Personnel at these skill level rates will be reviewed after six (6) months in grade, and all others will be reviewed annually.  
 b. Those trades requiring eighteen (18) months' training time will require six (6) months in Skill Level III and twelve (12) months in Skill Level II.

## APPENDIX C

### **BACK PAY**

Back pay for technological changes and other arbitration cases shall be as follows:

- (a) Back pay in arbitration cases, technological change settlements, and grievance settlements shall include vacation pay.
- (b) Back pay that is awarded shall be paid no later than sixty (60) calendar days after the final determination of the issue. Interest shall be paid at 1.5% per month after the sixty (60) calendar days (e.g., Conference Committee agreement, arbitration decision, plus any appeal, date Job Evaluation recommendation is accepted by the Conference Committee co-chairs).

## APPENDIX D

### **SUBSTANCE ABUSE**

The Employer and the Union agree that substance abuse presents a serious threat to employee health and safety, as well as the well-being of the Company, and can tragically destroy families, careers, and lives. We also believe that substance abuse is a treatable condition. We have pledged to form a partnership which fosters an environment in which employees are encouraged to seek treatment for substance abuse problems. We are strong advocates for early identification and intervention. We believe that successful treatment is mutually beneficial to employees and the Company.

We are committed to working together to provide ongoing training, education, and an employee assistance

program. The Employer is also pledging to support the Union's advocacy program and peer support system. Together, we will foster a climate that is supportive of employees who have taken steps to address their substance abuse problem. We will encourage employees to seek confidential assistance through the Union's advocacy program, the peer support system, Health Services, Employee Relations, the Employee Assistance Program, or their supervisor/manager.

Although we prefer to successfully rehabilitate employees with substance abuse problems, such accommodations will not be extended to those engaging in the selling, manufacturing, or distributing of illegal drugs or other controlled substances. These behaviors pose unacceptable risks to the employees involved, as well as other individuals, and the Company and its reputation and will not be tolerated. This position is consistent with our pledge to combat substance abuse and part of our obligation to provide for a drug-free workplace as required by the Drug-Free Workplace Act of 1988.

The Employer and the Union agree that the above paragraph shall be interpreted to mean that any conviction for a drug-dealing related offense shall be cause for immediate termination.

## **APPENDIX E**

### **SINGLE-DAY VACATION POLICY**

Employees will be permitted to take vacation in less than full week quantities (or "single days") according to the following procedures:

1. "Single-day" vacation eligibility will be as follows:

<b>Years of Service</b>	<b>Single Days Allowed</b>	<b>Total Days Earned</b>
After 3	1	11
4-5	3	13
6-10	6	16
11-15	7	17
16-20	5	20
21-25	8	23
26-30	10	25
31-35	12	27
36 or more	15	30

- A minimum of three (3) full weeks of vacation must be taken on a Monday through Friday schedule by employees who have sixteen (16) or more years of service. Except as provided in Paragraph 19, employees with less than sixteen (16) years of service must take two (2) full weeks.

## 2. Scheduling

- A. During the normal vacation scheduling period, part or all of the eligible days may be scheduled on a seniority basis after all full week requests have been submitted and approved.
- Full week vacations must be scheduled a minimum of one (1) full workweek prior to the

desired vacation period. Single day vacations must be scheduled a minimum of two (2) working days prior to the desired vacation day.

- Scheduled full week vacations must be canceled a minimum of one (1) full workweek prior to the scheduled vacation period. Single-day vacation must be canceled a minimum of two (2) full workdays prior to the scheduled vacation day(s). Consideration will be given for extenuating circumstances beyond the employee's control.
- B. The "single-day" requests will be added to the final full week list during the vacation scheduling period by plant seniority on a day-by-day basis.
- The vacation quota posting will indicate the allowable weekly quotas as well as the single-day allowable quota.
  - A minimum single-day quota will be established for each department by shift. This number will be 10% of the weekly department quota rounded to the nearest whole number with a minimum one (1) per day per week. The total number of employees off on any given shift may not exceed 10% of the weekly quota; however, the single-day quota may be exceeded on any given shift at the discretion of management, based on production needs and skills required to maintain an efficient operation.

## EXAMPLE

<b>Weekly Quota (Full Weeks)</b>	<b>Minimum Single Days (Days)</b>
1 - 14	1
15 - 24	2
25 - 34	3
35 - 44	4
45 - 54	5
55 - 64	6
65 - 74	7
75 - 84	8
85 - 94	9
95 - 104	10

- C. Any of the eligible days not scheduled during the vacation scheduling period may be scheduled later *in the year on a first come, first served basis* limited by the rules in 2.B.
- Requests must be in writing on a form to be provided by management.
  - Granting of the requested time will be at the supervisor's discretion, based on production needs and skills required to maintain an efficient operation.
- D. If employees are transferred by management, only single days scheduled and approved during the vacation scheduling period will be honored.

## APPENDIX F

### ABSENTEEISM CONTROL POLICY

The Hershey Plant and the Union have established the following policy to apply to hourly employees. This policy shall be applied equally to all employees without regard to race, religion, sex, age, or national origin and will be administered by all Hershey Plant supervisors.

The policy will combine an employee's attendance history with his/her length of service to establish the overall policy for the individual. In January of each calendar year, each employee's attendance record from the previous calendar year will be reviewed. The number of absence incidents (as defined in Paragraph A.3.) will be calculated for each employee for the previous calendar year. The employee's number of incidents in the previous calendar year as well as his/her length of service will determine the discipline limits and/or allowances for that employee for the current calendar year. (See A.1.)

During the previous calendar year, if an employee had any extended absence or layoff (voluntary or involuntary) that exceeded thirty (30) consecutive calendar days, the following exception procedure will apply: Determine the total number of calendar days for all extended absences or layoffs in the previous calendar year. Based on that number, go back in the employee's attendance history a similar time frame (e.g., 2-month absence equals 2-month additional history) to achieve a twelve (12) calendar month history to determine the number of incidents to apply to A.1.

**A. Definition of Absenteeism**

1. Employees will be subject to discipline when their absenteeism meets or exceeds the following limits:

**Length of Service: Completion of Probation but Less than 8 Years**

<b>Previous Calendar Year Incident Level</b>	<b>Discipline Limits</b>
(Level 1) - 0-3 incidents	14
(Level 2) - 4-6 incidents	11
(Level 3) - > or = 7 incidents	7

**Length of Service: 8 Years and Over**

<b>Previous Calendar Year Incident Level</b>	<b>Discipline Limits</b>
(Level 1) - 0-5 incidents	18
(Level 2) - 6-10 incidents	15
(Level 3) - > or = 11 incidents	12

2. The discipline limits above refer to incidents within the current calendar year with no regard to the previous calendar year unless there is an extended absence or layoff of greater than thirty (30) calendar days. (See exception procedures above and in B.1.a.)

Employees who have cleared their records as written in Section B.8. will be placed into Level 3 for the rest of that calendar year. Discipline limits as they apply in A.1. under Level 3 will be calculated using the entire calendar year, including incidents which occurred while in the program in that calendar year.

3. Days absent shall include all absences except those specifically excluded and defined as follows:

- a. *Layoff*—Due to a lack of work.
- b. *Permission*—Provided the day(s) is approved by the supervisor prior to the absence.



- c. *Bereavement Leave*—As defined in Paragraph 23 of the Articles of Agreement as well as one (1) day for the death of the spouse's grandparents (non-paid).
- d. *Jury Duty*—As defined in Paragraph 24 of the Articles of Agreement.
- e. *Disciplinary Action*—Time off without pay for prior violations of policies.
- f. *Vacation*—Scheduled and approved per Paragraph 19 and Appendix E of the Articles of Agreement.
- g. *Military Duty*—Short-term or long-term absences per policy.
- h. *Subpoena*—Prior written notification to appear in a court of law.
- i. *Industrial Accident*—Accident or injury incurred at work or as defined under the Worker's Compensation Law.
- j. *Extremely Inclement Weather*—Twenty percent (20%) or more of the workforce are absent during any one shift, with due regard being made for special circumstances in individual cases.
- k. *Arrests*—Absence caused by civil or criminal charges if acquitted.
- l. *Award Days*—(to include perfect attendance and United Way) Hourly vacation year June to May (updated August 2001).
- m. *Community Service*—Absence for a registered participant in a community service program; i.e., ambulance, fire fighter.

All other reasons for absences other than the excluded absences listed will be included in calculating the percentage of excessive absenteeism.

4. Adjust the rate for lengthy personal illness absences as follows:

1 personal illness day	= 1 incident
2 successive personal illness days	= 2 incidents
3 successive personal illness days	= 3 incidents
4 successive personal illness days	= 1 incident

5. Four (4) or more successive personal illness days will require a doctor's return to work slip. Employees must present a doctor's return to work slip to their supervisor which justifies all personal illness days. Failure to present the return to work slip will result in the employee being sent home.

#### **6. Traumatic Life Procedures**

It is important to create an atmosphere of support, so that employees qualifying for Traumatic Life Experience assistance seek help either through their Supervisors, Union, APS, Community Service Representatives, or directly from Employee Relations.

Special consideration will be given to employees involved in traumatic life experiences. The Manager, Employee Relations or designee will review each case on an individual basis. It is the employee's responsibility to provide pertinent details to support his/her request. If he/she qualifies, the employee will be removed from the absentee policy.

Employees dealing with situations such as family sickness or extreme medical conditions (e.g., a spouse,

parent or child that has a life threatening illness like cancer; one who needs assistance after coming home from the hospital after a heart attack or stroke; or one who needs dialysis) will be eligible for consideration for the following:

- Scheduling flexibility (shift change, early departure, late starting time, or less than normal scheduled workweek).
- Extended leaves beyond normal policy.
- Suitable accommodations will be made after consulting with the Production/ Maintenance Manager from the affected employee's work area.

**7. Family Illness Provision**—Adjust the rate for lengthy family illnesses (applies only to dependent children ages 0-14 years)

1 family illness day	= 1 incident
2 successive family illness days	= 2 incidents
3 successive family illness days	= 3 incidents
4 *successive family illness days	= 1 incident
5 *successive family illness days	= 1 incident

If the employee is absent for more than five (5) successive family illness days, the employee should apply for FMLA or traumatic life leave.

\*Employee must obtain a company-provided form and return the completed form to his/her supervisor within five (5) working days for the 4=1 or 5=1 to be applied.

### **8. Emergency Phone Calls**

Employees who work less than the full scheduled workday and are required to leave work will be charged

with a day's absence beyond the second emergency phone call in any calendar year, with due regard being made for special circumstances in individual cases.

#### **9. Family and Medical Leave Act**

If legislative changes made during the term of the Agreement result in substantial change to the employee rights afforded by the Family and Medical Leave Act, the Company agrees to discuss appropriate modifications to the Traumatic Life Procedures.

#### **10. Personal Days**

All non-probationary permanent employees will be eligible to receive two non-paid personal days per calendar year subject to the following conditions:

- a. Employees are not eligible if in the disciplinary track for excessive absenteeism, late report/start-of-shift tardiness, or no report policies.
- b. Subject to normal reporting guidelines, requests will not be granted if this report off is a late or no report.
- c. For attendance purposes, the personal day will be recorded as a non-scheduled day.
- d. The personal days may not be used on the employee's scheduled workday immediately before or after a holiday or on voluntary overtime.

Employees who achieve Level 1 as defined in Paragraph A.1. will be permitted to use a total of three (3) of their earned single vacation days (per Appendix E) at any time during the calendar year (from either applicable vacation period). Employees who achieve Level 2 as defined in Paragraph A.1. will be permitted to use one (1) of their

earned single vacation days (per Appendix E) at any time during the calendar year (from either applicable vacation period). In both cases above, these specific vacation days may be taken regardless of the department Single Day Vacation Quota (Appendix E, 2.A.) or other seniority restrictions. A sixteen (16) hour notice (by end of previous day's shift) must be given to the supervisor and these days may not be used on the employee's scheduled workday immediately before or after a holiday or on voluntary (or forced due to seniority) overtime. Sixteen-hour notice days must follow the same criteria as personal days.

#### **B. Schedule of Control**

1. Every employee's attendance record should be reviewed as each absence occurs. To determine whether or not an employee is in violation of the policy, the supervisor should do the following:

- a. *Employees with more than twelve (12) months of active employment*—At the time of the last absence, determine the number of absences within that calendar year. If the number of absences meets or exceeds the discipline limit in A.1., a written warning shall be administered. If the number of incidents does not violate the policy, no action is required. During the current calendar year, if an employee had any extended absence or layoff (voluntary or involuntary) that exceeded thirty (30) consecutive calendar days, the following exception procedure will apply: Determine the total number of calendar days for all

extended absences or layoffs in the current calendar year. Based on that number, go back in the employee's attendance history a similar time frame (e.g., 2-month absence equals 2-month additional history) to achieve twelve (12) calendar months to determine the total number of incidents as they apply to discipline limits in A.1.

- b. *Employees who have completed probation but have less than twelve (12) months of active employment*—Will be placed in the Level II category for the balance of the year.

2. *Written Warning*—The written warning is the first step in the progressive discipline process. The PAM shall be documented to include the rate of absenteeism, the limit violated, the review period, and the warning that continued excessive absenteeism will be cause for further discipline up to and including discharge.

- a. Beyond the written warning, employees with less than 8 years of service will be subject to progressive disciplinary action if they exceed 3% absenteeism during the entire 250 workday review period. Employees with service equal to or greater than 8 years will be subject to progressive disciplinary action if they exceed 4% absenteeism during the entire 250 workday review period.
- b. Employees in the progressive discipline process who work less than four (4) hours of the scheduled workday will be charged with a day's absence unless the employee was granted prior permission by his/her supervisor.

3. *Five-day Disciplinary Layoff/Loss of One Week's Department Seniority*—The employee's attendance record will be reviewed as each absence occurs. If the number of absences from the date of the written warning exceeds the defined percentage for the appropriate workday base (see table in Paragraph B.7.), five (5) days of disciplinary layoff shall be administered with the details of the incident recorded on the PAM. The disciplinary layoff must be given to the employee before the next step of the Schedule of Control may be administered. All time from the first day of the disciplinary layoff until the date the employee returns to work shall be deducted from his/her department seniority.

4. *Five-day Disciplinary Layoff/Loss of One Week's Department Seniority*—The employee's attendance record will be reviewed as each absence occurs. If the number of absences from the date of the five (5) day layoff PAM exceeds the defined percentage for the appropriate workday base (see table in Paragraph B.7.), five (5) days of disciplinary layoff shall be administered with the details of the incident recorded on the PAM. Again, the disciplinary layoff must be given before the next step in the Schedule of Control may be administered. All time from the first day of the disciplinary layoff until the date the employee returns to work shall be deducted from his/her department seniority.

5. *Termination*—The employee's attendance record will be reviewed as each absence occurs. If the number of absences from the date of the second five (5) day PAM

exceeds the defined percentage for the appropriate workday base (see table in Paragraph B.7.), the employee will be terminated by the supervisor. This termination subject to the Grievance Procedure of the Agreement. If a grievance is filed, the employee may be given consideration for reinstatement subject to the provisions of a probationary agreement (reinstatement after a minimum of one week from the date of termination). All time from the date of termination until the date of reinstatement shall be deducted from the employee's department seniority. This probationary agreement will state that if the employee's absences continue in a pattern of the past, he/she will be terminated, and the action will not be the subject of a grievance.

6. *Reentering the Progressive Discipline Process*

Any employee who has been disciplined under the Schedule of Control and has cleared his or her record but reenters the discipline process within three (3) years from the date his or her record was cleared will be subject to the following:

- a. Within the Schedule of Control, once the policy has been violated (B.1.), the employee will skip the first step, B.2. (Written Warning) and be disciplined under B.3. (Five-day Disciplinary Layoff/Loss of One Week's Department Seniority) as the first step.
- b. Beyond this step, employees will be subject to further progressive disciplinary action (B.4. and B.5.) if they exceed 2.5% absenteeism during the entire 250 workday review period.



7. The following table depicts the number of absences which exceed the 4% category, 3% category and 2.5% category for employees who have been disciplined under the Schedule of Control:

<b>Workday Base</b>	<b>2.5%</b>	<b>3%</b>	<b>4%</b>
42	2	2	2
84	3	3	4
126	4	4	6
168	5	6	7
210	6	7	9
*250	7	8	11

\*Rather than advancing to 252 scheduled workdays (210 + 42), 250 days is assigned to assure for consistency and to eliminate confusion.

Even though the review periods are in 42 scheduled workday increments, supervision can take *immediate action if the percentage is exceeded at any time during the review period.*

Four (4) or more successive personal illness days shall be considered as one (1) workday for purposes of calculating the absenteeism percentage for 42 scheduled workday periods.

8. Employees may clear their record at any stage of this procedure by not violating the policy for 250 scheduled workdays from the date of the last warning or notification of disciplinary action.

### **C. Employee Counseling**

1. Counseling employees on the adverse effects of their excessive absenteeism, such as less production, higher benefit cost, the possibility of termination, etc.,

and advising the employee of the proper steps to reduce absenteeism, such as referral to professional help, leave of absence, etc., is a vital part of the Absenteeism Control Policy. This counseling should take place as often as the supervisor deems necessary, such as at the time of the initialing of the absentee card, the issuance of a verbal warning, or the issuance of discipline.

2. At the discretion of the supervisor, the Employee Relations Department is available to assist in the counseling of employees.

#### **D. No Report Policy**

A no report violation is defined as failure to notify the Security Department or department supervision within four (4) hours of the scheduled start of shift regarding an absence.

#### **Schedule of Control**

1. A total of two (2) no reports in a twelve (12) month period shall result in a written warning PAM. Any employee will clear his/her record by avoiding additional incidents for a period of twelve (12) months from the date of issuance of the last PAM.

2. Disciplinary Action (Beyond written warning PAM)  
1st Incident, Employee penalized five (5) day suspension. 2nd Incident, Employee penalized five (5) day suspension. The next incident shall result in termination. This termination is subject to the Grievance Procedure. If a grievance is filed, the employee may be reinstated subject to the provisions of a disciplinary probationary agreement.

(Reinstatement after a minimum of one (1) week from date of termination.)

**APPENDIX G**  
**LATE REPORT/START-OF-SHIFT &**  
**LATE-FROM-LUNCH**  
**TARDINESS POLICY**

**DEFINITIONS:**

1. A late report is defined as any report to the Security Department or department supervision that is less than one-half hour prior to the start of an employee's scheduled shift, but within the first four hours of the employee's scheduled starting time, regarding an absence (off/on) or request to come in late.

2. An employee is considered tardy when he/she is not at his/her work station at the start of the scheduled shift, or is ringing in late upon returning from lunch. (See section on exceptions.)

**TARDINESS PROCEDURES:**

1. Any employee who is tardy at scheduled shift time must report to the supervisor before going on the job.

2. The supervisor will mark the date and number of minutes the employee is tardy on the card. Time and date shall then be verified by the employee and the supervisor.

3. The supervisor should quote from the proper section of Hershey's Employee Handbook and explain that continued tardiness can result in a more severe penalty, up to and including termination.

4. Any employee not at his/her work station at the beginning of a shift will be assigned a job at the discretion of the employer and shall have no right to exercise seniority for such shifts.

5. A tardy employee will also be docked the amount of time he/she is late (minimum amount will be 1/10 of an hour).

6. Tardy with prior permission is not a chargeable incident, but should be recorded on the absentee card for tracking purposes. (See exceptions.)

### **LATE REPORT PROCEDURES:**

1. Any report to the Security Department or department supervision that is less than one-half hour prior to the start of an employee's scheduled shift, but within the first four hours of the employee's scheduled starting time, regarding an absence (off/on) or request to come in late shall be considered a late report violation, except as noted in the examples below.

#### **Examples:**

An employee reports off late for a specific reason; for example, personal sickness.

- a. Absence as reported would be recorded as part of the absentee policy.
- b. Late report *would* be recorded as a violation of the reporting procedure.

2. If an employee reports to work within two (2) hours of his/her scheduled starting time, he/she will be permitted to work and be charged with a start-of-shift tardy.

3. If an employee reports to work beyond two (2) hours of his/her scheduled starting time, he/she will be denied the right to work and charged with a Late Report and an Absence.

## **SCHEDULE OF CONTROL:**

1. Any combination of six(6) incidents of late report or start-of-shift tardiness, regardless of reason, in any twelve (12) month period shall result in a written warning.

2. Five (5) separate incidents of late-from-lunch tardiness, regardless of reason, in any twelve (12) month period shall result in a written warning.

3. The supervisor will cite Company policy and issue a Personnel Action Memo form. He/she will give final warning that any further violations will result in disciplinary action.

4. Any employee who has been warned that the next late report/start-of-shift or late-from-lunch tardy may invoke a disciplinary suspension will not advance to the next step of discipline unless by going back twelve (12) months from his/her next incident of late report/start-of-shift tardiness he/she exceeds five (5) late report/start-of-shift tardies or by going back twelve (12) months from his/her next incident of late-from-lunch tardiness he/she exceeds four (4) late-from-lunch tardies.

## **DISCIPLINARY ACTION: (BEYOND WRITTEN WARNING PAM)**

1. 1<sup>st</sup> Violation - Employee penalized by 1-day suspension.
2. 2<sup>nd</sup> Violation - Employee penalized 3-day suspension.
3. 3<sup>rd</sup> Violation - Employee penalized 5-day suspension.

. The next violation shall result in termination. This termination is subject to the Grievance Procedure. If a

grievance is filed, the employee may be reinstated subject to the provisions of a disciplinary probationary agreement. (Reinstatement after a minimum of one week from date of termination).

5. (Based on rolling twelve (12) months beyond the written warning.) An employee can clear his/her record at any point in the disciplinary progression, if he/she has three (3) or less late report/start-of-shift tardies or two (2) or less late-from-lunch tardies when going back from his/her latest incident of tardiness within a rolling twelve (12) month period.

#### **EXCEPTIONS:**

1. Approval granted by department supervision if requested at least sixteen (16) hours in advance of the scheduled shift for which the employee wants permission to be tardy.

2. Tardy as a result of an employee being a registered participant in a community service program (e.g., ambulance, fire fighter).

3. Extremely inclement weather - 20% or more of the work force are absent during any shift, with due regard being made for special circumstances in individual cases.

### **APPENDIX H PERMANENT NEW EMPLOYEES- PROBATIONARY PERIOD**

The following policies, procedures, and condition\_\_\_\_\_ will apply to newly hired probationary employees:

1. Newly hired employees shall be considered \_\_\_\_\_ probation for one hundred eighty (180) calendar days active employment.

2. Probationary employees will not be permitted to sign postings and will not accrue department seniority. Employees will use original hire date for the purpose of job and shift selection within the probationary group only. Probationary employees will be subject to assignment by management. Probationary employees will be permitted to sign trades/trades related and West Hershey postings.

3. During the probationary period, an employee shall be subject to layoff, discipline, or discharge at the sole discretion of the employer, and its action shall not be the subject of a grievance.

4. Probationary employees will be pushed out of a department by plant seniority.

5. Probationary employees must return to their previous department (most senior to least senior by hire date) if needed within two weeks of being pushed out.

6. Probationary employees will be permitted to participate in departmental shift movement.

7. Probationary employees can claim only open jobs. The first day of each workweek, they have the option of remaining on the open job previously claimed or choosing another open job at the job line-up.

8. Probationary employees can be displaced by permanent or Over and Above employees in accordance with the Seniority Guidelines or on daily basis if exercising a bump.

9. Probationary employees cannot bump other probationary employees. However, if a probationary employee loses his/her job during a given workweek, the

first workday of the following week, he/she shall have the right to displace a junior probationary employee on his/her current shift, remain on his/her current job, or go to job line-up.

## APPENDIX I

### TEMPORARY EMPLOYEE GUIDELINES

Temporary employees, including students, will be utilized to meet short-term production needs (e.g., pallet displays) and to replace permanent employees for short-term absences (e.g., single day vacations or permission days.) Temporaries could also be used for daily, weekend or holiday overtime if it would prevent permanent employees being forced to work.

1. Rates of pay for temporary employees will be as follows:

Effective Dates	6/27/05	10/30/06	10/29/07	10/27/08	10/26/09
	\$11.00	\$11.20	\$11.40	\$11.60	\$11.80

2. No benefits will be provided other than those mandated by law.

3. No premium pay for Saturday, Sunday and holiday or shifts will be paid.

4. Temporary employees will have no seniority rights of any kind and will be assigned at the sole discretion of management.

5. Temporary employees must reapply to be considered for permanent employment.

6. The number of temporary employees working on any one day will not exceed one hundred twenty (120) without prior mutual agreement of union and management.



7. Temporary employees will fill openings in a department and on a shift after permanent employees have exercised their seniority rights and all "qualified" jobs have been filled.

8. The Union Branch President will be invited to attend weekly labor planning meetings to review future needs for temporary employees and review current temporary employee assignments.

9. Management may utilize temporary employees once all permanent employees have been recalled from a mandatory layoff; provided, however, management may use temporary employees for short-term labor needs if permanent employees on layoff have been offered and declined such short-term, temporary work at their regular rate of pay.

## APPENDIX J

### **HERSHEY PLANT GENERAL LABOR**

#### **General Labor Classification**

With the ratification of this contract, a General Labor rate will be created. This will be used for jobs related to special pack items, opening rework/scrap, repacking and general off-line cleaning positions, to include specified sanitation and janitor positions.

A list of current General Labor jobs follows.

These jobs and future jobs of this nature will not be subject to the Job Evaluation provisions of the contract.

#### **Application of General Labor Rates**

Employees who were hired prior to ratification will continue to use the current wage structure for General Labor jobs, and will receive the normal wage increases starting in 2005.

Employees loaned in from the Hershey Plant to West Hershey will continue to receive Rate 2 for General Labor jobs.

New hires will be paid \$12.00/hr. for all General Labor jobs, and will receive the same general wage increases as existing employees in Years 2 through 5.

	06/27/05	10/30/06	10/29/07	10/27/08	10/27/09
For employees hired after ratification	\$12.00	\$12.24	\$12.52	\$12.80	\$13.18

### General Labor Rate Jobs

Department	Job Title
Sanitation	Office Janitor/Utility
	West End Office Cleaning/Janitor
	Janitor East End Locker Room
	East/West End Refuse Removal
	Janitor Supervisor Locker Room
	Snow Removal
	West End Ladies Locker Room
	West End Men's Locker Room
	Janitor Technical Scvs/18-2 Office Cleaning
	Janitor West End Office Areas
Moulding	Janitor
Confectionery/Rolo	Janitor
Syrup	Janitor
Wrapping	Janitor
Cocoa Filling	Janitor
	Rework
Bean Processing	Janitor

## General Labor Rate Jobs (Cont'd)

Department	Job Title
Press Room	Janitor
Nut Processing	Janitor
Paste Processing (94)	Janitor
Mixing Deck (83/85)	Janitor
Paste Transfer	Janitor
Shipping	Janitor
Receiving	Janitor
All Finished Areas	Repack

## APPENDIX K DISPLAYS

### Display Classification

With ratification of this contract, a special rate of pay will be created for jobs associated with manufacturing pallet displays ("Displays").

These jobs and future jobs of this nature will not be subject to the Job Evaluation provisions of the contract.

### Application of Display Rates

Hershey Plant employees who were hired prior to ratification will receive Rate 1 for performing Display work within a production department.

West Hershey employees who were hired prior to ratification will receive the Packaging Support rate for performing Display work.

Employees who were hired prior to ratification will receive \$15.00/hr. for performing Display work when performed in a Centralized Area. These job rates will be increased by 20¢/hr. each year in Years 2 through 5.

If these incumbent employees are pushed into the Centralized Area for less than a full week, they will receive a Labor Rate 1. If these incumbent employees are pushed into the Centralized Area for a full week or more, they will have the option of taking voluntary layoff.

Employees who are hired after ratification will receive \$12.00/hr. for performing Display work, regardless of where the Display work is performed.

The rate of pay for all Display jobs performed by employees hired after ratification will be increased by 20¢/hr. each year in Years 2 through 5

	<u>06/27/05</u>	<u>10/30/06</u>	<u>10/29/07</u>	<u>10/27/08</u>	<u>10/27/09</u>
For employees hired after ratification	\$12.00	\$12.20	\$12.40	\$12.60	\$12.80
For employees hired before ratification	\$15.00	\$15.20	\$15.40	\$15.60	\$15.80

### Display Jobs (Hershey Plant Only)

The following is a list of existing "in-department" display jobs:

#### **Jobs Not Affected/No Pay Rate Reduction**

Syrup <ul style="list-style-type: none"> <li>• Trucking Displays</li> <li>• Stretch Wrap</li> <li>• Catch-off</li> <li>• Intermediate Items</li> </ul>
Miniatures <ul style="list-style-type: none"> <li>• Hand-packing</li> <li>• Lidder</li> </ul>
Kisses <ul style="list-style-type: none"> <li>• Hand-packing</li> <li>• Case Sleeves</li> </ul>
Other <ul style="list-style-type: none"> <li>• 2nd Floor Jensen Jobs</li> <li>• Rolo</li> </ul>

## **Jobs Affected/Pay at a Rate 1 (\$18.05/hr.)**

### **Syrup**

- Skirt Constructor
- Bander

### **Miniatures (Pallet Display Rotation)**

- Catch-off
- Corner Posts
- Caps
- Fillers

### **Kisses (Modular and Half Modular Displays)**

- Component Maker
- Pallet Sleeves

## **APPENDIX L SENIORITY GUIDELINES QUICK REFERENCE OF CONTENTS**

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## **HOW THE SENIORITY CLAUSE WORKS**

### **A. Definitions and General Rules**

1. *Plant Seniority*—Continuous length of service beginning with the date on which the employee was hired. Employees hired on the same day are given serial numbers. The senior employee of that group would be the one with the lowest serial number.
2. *Department Seniority*—Length of service accumulated in a specific department.
  - a. Department seniority will not begin until an employee is awarded or assigned a plant posting.
  - b. When an employee is *transferred* out of a department, department seniority ceases for



the period of time the employee is out of the department. If the employee is recalled to his/her resident department within two (2) weeks, the employee would be credited up to two (2) weeks of department seniority. Department seniority will be adjusted when the employee is recalled to the department.

3. *Displaced Person (D.P.) Status*—The status of an employee who is transferred out of his/her resident department (TRM) due to the lack of plant seniority when there is a cutback of the work force.
  - a. To be eligible for D.P. Status, an employee must have been in a department by having been awarded or assigned a *Permanent* or an *Over/Above* posting. In addition, at the time of transfer, the affected employee must have five (5) years of plant seniority, if permanent, or ten (10) years of plant seniority, if *Over and Above*.
4. *Using Plant Seniority*
  - a. Plant Seniority is the rule when there is a departmental cutback of any duration or a plantwide layoff.
  - b. Plant Seniority is the rule when recalling employees from layoff.
  - c. Plant Seniority is the basis for awarding all plantwide postings.
  - d. Plant Seniority is the basis for entering a department when the employee is recalled. Permanent employees shall be recalled before

Over and Above employees regardless of plant seniority.

5. *Using Department Seniority*

- a. In the case of departmental promotions and preference of shift by bidding or bumping, accumulated earned department seniority is the basis rather than plant seniority.
- b. When awarded a job, an employee will hold that job on the basis of his/her earned department seniority.

6. *Loans and Transfers*

- a. All *loans* will not exceed ten (10) consecutive working days and are by plant seniority.
- b. In departments having Over and Above normal complements, use plant seniority when *loaning or transferring* employees in the following order:
  - (1) Over and Above
  - (2) Permanent
- c. During the *loan out period*, department seniority accumulates in the department where the employee was loaned from. During the ten-day period, employees on loan will use plant seniority among themselves for job selection. If the employee remains in the department in excess of ten (10) days, department seniority in the new department will only begin when the employee is awarded or assigned a posting.
- d. *Transfers* from one department to another are by plant seniority and are divided into two types:

- (1) *Transfer by employee (TRE)* bidding on and being awarded the job.
  - (2) *Transfer by Management (TRM)* due to cutback in a department and the employee is forced out and transferred to another department.
- e. Departmental seniority ceases in the department the employee was *transferred* from consistent with paragraph A.2.b. above.
7. *Layoffs*
- a. All plantwide and department layoffs are by plant seniority.
    - (1) Union officers (President, Vice President, Recording Secretary, Union Branch President and Conference Committee Members, excluding the alternate) shall have plantwide preferential seniority for the purposes of layoff.
    - (2) Union Stewards and Chief Stewards who hold permanent status shall have preferential seniority at time of layoff or shift reduction in the department in which they are employed, unless the entire shift in which they are employed is eliminated.
      - (a) However, if a shift is eliminated for more than ten (10) days and a Union Steward is junior enough to have been previously laid off or scheduled for layoff, he/she will go directly to layoff and will not be recalled until his/her

seniority group is back. However, in the event his/her shift starts up within ten (10) days of the cutback, the Union Steward will be the first recalled to the shift.

- (b) Also, if the Union Steward is on a temporary department poster and does not have a permanent job on that shift, he/she will not have preferential seniority when there is a cutback of the work force on that shift.
- (3) Union Stewards who hold Over and Above complement status in a department will be the last to leave the shift when affected by a work force reduction, but only among the Over and Above seniority group.
- (a) In the case of a plantwide layoff, the Union Steward who lacks sufficient plant seniority to remain shall be laid off with his/her seniority group.
- (4) A department layoff will not exceed ten (10) consecutive working days using plant seniority unless agreed to by the parties (e.g., voluntary layoff). The only deviation to this is that the Union Steward (if permanent), regardless of seniority, is the last to go, unless the entire shift in which he/she is employed is eliminated.
- b. All vacancies created by a plantwide layoff which need to be filled shall be posted with a

plant poster for an employee of the same status as the employee that was laid off.

8. *Over and Above Normal Complement*--All production departments within the plant have what is called Over and Above Normal Complement.

a. Each department shall be required to post permanent positions for all Over and Above employees that have held Over and Above status for greater than 12 consecutive months. The parties agree to phase-in the posting process over the term of the contract with one-third of the jobs being posted each contract year. This does not apply to departments with a back-up pool.

b. The Over and Above complement group utilizes department seniority among themselves and cannot, regardless of plant seniority, bump into the normal complement (permanent group). The only way to become a permanent employee in the normal complement is by being awarded or assigned a plant posting.

9. *Over and Above Complement Status*

a. Management will post Over and Above in complement departments to fill vacancies created by sick leave, vacations, production upswings, personal leaves of absence, and military leaves of six (6) months or less.

b. Over and Above complement employees use department seniority to select job and shift, but only among the Over and Above complement group.

- c. Over and Above complement employees may sign department postings but will be considered *only* after all permanent employees.
- d. Over and Above complement employees will participate in all department overtime.
- e. Over and Above complement employees have recall rights to the department.
- f. When an Over and Above complement employee is pushed out of the department, he/she has D.P. Status, providing the employee has ten (10) years of plant seniority at the time of the transfer.

## **B. Exercising Seniority Within the Department**

- 1. The Kiss, Wrapping and Moulding Departments will utilize Section C as their guidelines for exercising seniority within those departments.
- 2. Within the department there are two types of posted jobs: permanent and temporary. Those jobs which are not posted and those posted jobs which are temporarily vacant are considered open jobs.
  - a. Openings created by long-term absence.
    - (1) Cover as an open job on the same shift for the first four (4) weeks or until the extent of the absence is known.
    - (2) After long-term absence is verified, offer the opening to the entire department over a 24-hour period. Once filled, treat as an open job.
    - (3) Employees on vacation must make their

request before going on vacation to be considered during 24-hour polling period.

3. Department seniority is used for job and shift preference.
4. Permanent and Over and Above employees (including D.P.'s) do not acquire bumps from temporary or open jobs within the department. Permanent and Over and Above employees must be assigned or awarded a permanent departmental poster and lose that job to acquire a bump.
  - a. A bump is the right to claim another job by virtue of having lost a permanent posted job due to the job being shut down or the employee being bumped.
  - b. A key consideration in determining whether an employee has a bump is his/her inability to get back on his/her permanent job when the job he/she is on shuts down or when he/she is bumped.
  - c. When an employee bumps onto a permanent job, he/she is bumping the person who owns that permanent poster. If the job is not running when this situation occurs, the employee making the bump will remain on open jobs and must make contact the first day the job becomes available.
  - d. Any employee who acquires a bump has the right to bump to another shift with the following guidelines:
    - (1) The employee would be required to remain on his/her present shift for the balance of

the workweek and may only claim open jobs to save his/her bump. The bump to a new shift would take place on the first available workday of the following week consistent with the three (3) day bumping rule of the seniority guidelines.

- (2) A bump is only acquired when an employee loses his/her permanent department job, by being bumped, or the job shuts down. For example, an employee's job runs on a Friday and does not run on Monday. The employee would only acquire the bump on Monday.
  - (3) The ten (10) day recall rule would be applied from the first day the employee's permanent job was not available.
5. As long as the permanent job selected by the department employee is available, the employee does not have a bump, but may exercise department seniority to claim an opening.
  6. Over and Above employees who hold a permanent department job posting and lose that job shall use department seniority to select or bump to a job among all the Over and Above employees in the department.
    - a. Over and Above employees on permanent departmental job postings shall have recall rights consistent with the ten-day rule governing posting and recall.
    - b. Whenever there is a shift reduction, the most junior Over and Above employee not holding



a permanent or temporary job poster will leave the shift prior to someone holding a job poster. Over and Above employees leave the shift before permanent resident employees.

7. Employees in the permanent group have seniority over the employees in the Over and Above group regardless of seniority.
8. When an employee bids or bumps onto a temporary job within the department, he/she must remain on the temporary job until the job shuts down, unless the following circumstances exist:
  - a. Employee is bumped by a more senior employee.
  - b. Employee is awarded another temporary job (not his/her permanent job) by bidding or polling within the department.
  - c. Employee is awarded a permanent job by bidding or polling; however, employee may accept the posting and continue on the temporary job until the job is completed and then report to his/her permanent job.
  - d. Employee accepts recall to his/her permanent job; however, the employee may accept recall and continue on the temporary job until the job is over and then return to his/her permanent job. When the employee returns to his/her permanent job, he/she must make contact with it before vying for open jobs.
  - e. Voluntary shift movement (temporary need) will be treated as a temporary opening and follow the guidelines for temporary jobs.

- f. Employees who sign for a newly created job (temporary rate of pay) must stay on such job for a minimum of six months or until the permanent rate for the job is established.
9. When the temporary job ends, the employee must return to his/her permanent job.
  10. When an employee claims an *open job* within the department, he/she must remain on the open job until the job shuts down, unless the following circumstances exist:
    - a. The employee is bumped from the open job by a senior employee.
    - b. The employee who previously owned the permanent or open job returns to work.
    - c. The employee is awarded a temporary or permanent department poster and makes contact with the job.
    - d. The employee accepts recall to his/her permanent job.
    - e. The employee shall have the right to claim open jobs that become available on the first day of each workweek or return to his/her permanent job.
    - f. When *additional* employees enter the department from another shift or department, except when resident department employees return from a loan out.
  11. When an employee *bumps* onto an *open job* within the department, he/she must remain on the open job until the job shuts down, unless the following circumstances exist:

- a. The employee is bumped from the open job by a senior employee.
  - b. The employee who previously owned the permanent or open job returns to work.
  - c. The employee is awarded a temporary or permanent department poster and makes contact with the job.
  - d. The employee accepts recall to his/her permanent job.
  - e. The employee shall have the right to claim open jobs that become available on the first day of each workweek and when additional employees enter the department from another shift or department, except when resident department employees return from a loan out. The employee must make contact with his/her permanent job to regain a bump.
  - f. An employee, who has bumped onto an open job, shall maintain his/her bumping rights, provided the employee's recall rights are maintained and completes the open job. If an employee loses his/her recall rights after bumping onto an open job, one bump shall be permitted when the open job commitment is completed. This clause shall not apply if an employee's job has been permanently eliminated.
12. Employees (including D.P.'s) do not have recall rights to temporary or open jobs.
  13. Employees whose jobs are discontinued will have the right to select or bump onto a job within the

department using earned department seniority. If such employees lack sufficient plant seniority to remain in the department, the employees may be loaned to another department for a period not to exceed ten (10) consecutive working days (see Interdepartmental Employee Movement Procedures).

a. Employees are required to return to their former permanent jobs if they become permanently available within ten (10) working days regardless if they were bumped or the job shut down, providing that the job they had claimed or bumped onto was a permanent or open job.

(1) However, if an employee had bumped onto a temporary job, the employee may accept recall and continue on the job until it is over and then return to his/her permanent job.

(2) An employee who has signed and accepts a permanent job posting within the department would have the option of remaining on his/her present job or returning to his/her former permanent job.

b. Employees have the option of remaining on their present jobs or returning to their former permanent jobs if they become available on the eleventh (11th) workday. If the employees elect to remain on their current jobs, the jobs previously held would be posted. If the

employee elects to return to his/her permanent job, he/she must make contact with it before vying for open jobs.

- (1) However, if an employee bumps on a job and he/she bids off, retires, or is transferred by management on or after the eleventh (11th) workday, the employee bumped *would not* have recall rights, and the job would be posted.
  - (2) Employees that bump onto or claim open jobs and refuse recall to their permanent jobs would lose their bump. Also, the jobs previously held would be posted.
- c. As an exception to Paragraph 13a. and 13b. above, if the employees would lose their jobs due to a *department/voluntary layoff*, when the layoff is over, *all employees affected* by said layoff must return to their jobs held prior to the layoff, even if their jobs have been shut down for the (10) consecutive workdays.
  - d. Paragraph 13a. above would apply to employees holding a temporary department posting on newly created jobs. (Those jobs that do not have a permanent rate of pay established.)
  - e. As a clarification in determining the ten (10) workday rule governing recall and posting all absences including single day(s) vacation and holidays shall be counted as workdays, but full week(s) of vacation shall not count.

14. When an operation (e.g., production line) shuts down within the department, the affected employees will use their department seniority for selection of jobs immediately available at that time. However, the employee may claim an *open job* and *defer their bump until a later time*. When the operation is resumed, employees will be offered recall (consistent with the ten (10) day rule governing recall and posting) to the jobs they held at the time of the shutdown, providing the jobs they held were permanent jobs; unless an employee with more seniority is without a job on the day of the start-up and he/she has a legitimate bump.
- a. An employee who possesses sufficient department seniority to be recalled to his/her permanent shift shall only be permitted to return on the first day of the workweek.
15. Those employees (including D.P.'s) who lose their permanent job and claim an open job without bumping shall have up to the start of the third (3rd) day (e.g., days the employee is at work) to exercise their seniority by bumping onto a permanent, temporary or open job.
- a. During such time, the employee shall stay on the open job he/she claimed on the first day.
  - b. If the employee does not exercise his/her seniority by the start of the third (3rd) day, he/she must remain on the open job and follow the conditions of Paragraph 10.
16. The following guidelines shall be followed whe

filling open jobs in the department that require qualification:

- a. If more than one *qualified* employee wishes to claim the job, the employee with the most department seniority will be awarded the assignment.
- b. If more than one *qualified* employee is in the department and no one wishes to claim the job, the qualified employee with the least department seniority will be assigned to the job.
  - (1) Wherever possible, management will assign the least senior qualified employee not performing a qualified job.
- c. If only one *qualified* employee is in the department, he/she will be assigned to the job.

#### 17. Posted Jobs

- a. All vacancies within the department shall be filled by polling or the posting process prior to posting plantwide.
- b. All newly created jobs shall be awarded within the department via temporary departmental posters until such time that a permanent rate of pay is established. At that time, the jobs would be reposted with permanent departmental posters.
- c. Employees transferred out of their department lose their permanent job posters.
- d. An employee who is awarded a permanent or temporary job poster on a shift other than his/her present shift, will be permitted to change shifts and claim his/her poster. The

most junior employee on that shift, not holding a temporary or permanent job poster, will leave the shift to replace the successful bidder. The successful bidder will claim his/her poster at the beginning of a workweek.

- e. If it is necessary to assign someone to a permanent or temporary poster, the assignee will be the most junior employee in department seniority without a poster from the shift that is seeking to fill the position.

### **C. Exercising Seniority Within the Kiss, Wrapping and Moulding Departments**

The following guidelines apply only to the Kiss, Wrapping and Moulding Departments:

1. Within the department there are two types of posted jobs: permanent and temporary. Those jobs which are not posted and those posted jobs which are temporarily vacant are considered open jobs.
  - a. Openings created by long-term absence.
    - (1) Cover as an open job on the same shift for the first four (4) weeks or until the extent of the absence is known.
    - (2) After long-term absence is verified, offer the opening to the entire department over a 24-hour period. Once filled, treat as an open job.
    - (3) Employees on vacation must make their request before going on vacation to be considered during 24-hour polling period.



2. Department seniority is used for job and shift preference.
3. Permanent and Over and Above employees (including D.P.'s) do not acquire bumps from temporary or open jobs within the department. Permanent and Over and Above employees must be assigned or awarded a permanent departmental poster and lose that job to acquire a bump.
  - a. A bump is the right to claim another job by virtue of having lost a permanent posted job due to the job being shut down or the employee being bumped.
  - b. A key consideration in determining whether an employee has a bump is his/her inability to get back on his/her permanent job when the job he/she is on shuts down or when he/she is bumped.
  - c. When an employee bumps onto a permanent job, he/she is bumping the person who owns that permanent poster. If the job is not running when this situation occurs, the employee making the bump will remain on open jobs and must make contact the first day the job becomes available.
  - d. Any employee who acquires a bump has the right to bump to another shift with the following guidelines:
    - (1) The employee would be required to remain on his/her present shift for the balance of the workweek and may only claim open jobs to save his/her bump. The

bump to a new shift would take place on the first available workday of the following week consistent with the three (3) day bumping rule of the seniority guidelines.

(2) A bump is only acquired when an employee loses his/her permanent department job, by being bumped, or the job shuts down. For example, an employee's job runs on a Friday and does not run on Monday. The employee would only acquire the bump on Monday.

(3) The ten (10) day recall rule would be applied from the first day the employee's permanent job was not available.

4. As long as the permanent job selected by the department employee is available, the employee does not have a bump, but may exercise department seniority to claim an opening.
5. Over and Above employees who hold a permanent job posting and lose that job shall use department seniority to select or bump to a job among all the Over and Above employees in the department.
  - a. Over and Above employees on permanent departmental job postings shall have recall rights consistent with the ten-day rule governing posting and recall.
  - b. Whenever there is a shift reduction, the most junior Over and Above employee not holding a permanent or temporary job poster will leave

the shift prior to someone holding a job poster. Over and Above employees leave the shift before permanent resident employees.

6. Employees in the permanent group have seniority over the employees in the Over and Above group regardless of seniority.
7. When an employee bids or bumps onto a temporary job within the department, he/she must remain on the temporary job until the job shuts down, unless the following circumstances exist:
  - a. Employee is bumped by a more senior employee.
  - b. Employee is awarded another temporary job (not his/her permanent job) by bidding or polling within the department.
  - c. Employee is awarded a permanent job by bidding or polling; however, employee may accept the posting and continue on the temporary job until the job is completed and then report to his/her permanent job.
  - d. Employee accepts recall to his/her permanent job; however, the employee may accept recall and continue on the temporary job until the job is over and then return to his/her permanent job. When the employee returns to his/her permanent job, he/she must make contact with it before vying for open jobs.
  - e. Voluntary shift movement (temporary need) will be treated as a temporary opening and follow the guidelines for temporary jobs.

- f. Employees who sign for a newly created job (temporary rate of pay) must stay on such job for a minimum of six months or until the permanent rate for the job is established.
8. When the temporary job ends, the employee must return to his/her permanent job.
9. When an employee claims an *open job* within the department, he/she must remain on the open job until the job shuts down, unless the following circumstances exist:
  - a. The employee is bumped from the open job by a senior employee.
  - b. The employee who previously owned the permanent or open job returns to work.
  - c. The employee is awarded a temporary or permanent department poster and makes contact with the job.
  - d. The employee accepts recall to his/her permanent job.
  - e. If an employee is forced onto an open job due to job qualifications, the employee may get off of that open job after 7 calendar days.
  - f. If an employee claims an open job, the employee may get off of that open job after twenty-eight (28) calendar days.

Note: If an employee chooses to leave his/her posted job to claim an open job, and chooses his/her posted job at line-up, it will be considered claiming an open job and the employee must follow the above open job guidelines.

10. When an employee *bumps* onto an *open job* within the department he/she must remain on the open job until the job shuts down, unless the following circumstances exist:
- a. The employee is bumped from the open job by a senior employee.
  - b. The employee who previously owned the permanent open job returns to work.
  - c. The employee is awarded a temporary or permanent department poster and makes contact with the job.
  - d. The employee accepts recall to his/her permanent job.
  - e. An employee who has bumped onto an open job, shall maintain his/her bumping rights, provided the employee's recall rights are maintained. If an employee loses his/her recall rights after bumping onto an open job, one bump shall be permitted when the open job commitment is completed. This clause shall not apply if an employee's job has been permanently eliminated.
11. If a line/operation is planned to be shut down for 24 continuous hours or less (i.e., not impacting any shift more than one day) the following guidelines will apply:
- a. All employees whose job is shut down as a result of this shutdown, whether it was their posted job or an open job, will be required to claim an open job for that shift and be paid the

higher rate of either that open job or the job they were on the previous day.

- b. When the line/operation starts up the following day, all employees who were affected in 11a will return to their respective job, whether it was their posted job or an open job.
- c. If the line/operation does not start up as planned the following day, all affected employees will revert back to the normal seniority guidelines.

Note 1: The following lines/operations are included in the above guidelines: Wrapping Lines, Baking Chocolate Pkg., and Solid Eggs.

Note 2: Paragraph 11 shall not apply to any employee(s) with twenty-five (25) or more years of department seniority.

- 12. If a job is started after the start of the shift, it will not be required to recall the permanent poster holder(s) until the next scheduled workday. Employees not recalled will receive the rate of that job for the remainder of the shift, if it is higher than the job they were on during that shift.
- 13. Employees (including D.P.'s) do not have recall rights to temporary or open jobs, unless Paragraph 11 above applies.
- 14. Employees whose jobs are discontinued will have the right to select or bump onto a job within the department using earned department seniority

(unless Paragraph 11 above applies). If such employees lack sufficient plant seniority to remain in the department, the employees may be loaned to another department for a period not to exceed ten (10) consecutive working days (see Interdepartmental Employee Movement Procedures).

- a. Employees are required to return to their former permanent jobs if they become permanently available within ten (10) working days regardless if they were bumped or the job shut down, providing that the job they had claimed or bumped onto was a permanent or open job.
  - (1) However, if an employee had bumped onto a temporary job, the employee may accept recall and continue on the job until it is over and then return to his/her permanent job.
  - (2) An employee who has signed and accepts a permanent job posting within the department would have the option of remaining on his/her present job or returning to his/her former permanent job.
- b. Employees have the option of remaining on their present jobs or returning to their former permanent jobs if they become available on the eleventh (11th) workday. If the employees elect to remain on their current jobs, the jobs previously held would be posted. If the employee elects to return to his/her permanent job, he/she must make contact with it before vying for open jobs.

- (1) However, if an employee bumps on a job and he/she bids off, retires, or is transferred by management on or after the eleventh (11th) workday, the employee bumped *would not* have recall rights and the job would be posted.
- (2) Employees that bump onto or claim open jobs and refuse recall to their permanent job would lose their bump. Also, the jobs previously held would be posted.
  - c. As an exception to Paragraph 14a. and 14b. above, if the employees would lose their jobs due to a *department/voluntary layoff*, when the layoff is over, *all employees affected* by said layoff must return to their jobs held prior to the layoff, even if their jobs have been shut down for the ten (10) consecutive workdays.
  - d. Paragraph 14a. above would apply to employees holding a temporary department posting on newly created jobs. (Those jobs that do not have a permanent rate of pay established.)
  - e. As a clarification in determining the ten (10) workday rule governing recall and posting all absences including single day(s) vacation and holidays shall be counted as workdays, but full week(s) of vacation shall not count.
15. When an operation (e.g., production line) shuts down within the department, the affected employees will use their department seniority for selection of jobs immediately available at that



time. However, the employee may claim an *open job* and *defer their bump until a later time*. When the operation is resumed, employees will be offered recall (consistent with the ten (10) day rule governing recall and posting) to the jobs they held at the time of the shutdown, providing the jobs they held were permanent jobs; unless an employee with more seniority is without a job on the day of the start-up and he/she has a legitimate bump. *An exception to this would be if Paragraph 11 above applies.*

- a. An employee who possesses sufficient department seniority to be recalled to his/her permanent shift shall only be permitted to return on the first day of the workweek.
16. Those employees (including D.P.'s) who lose their permanent job and claim an open job without bumping shall have up to the start of the third (3rd) day (e.g., days the employee is at work) to exercise their seniority by bumping onto a permanent, temporary or open job.
- a. During such time, the employee shall stay on the open job he/she claimed on the first day.
  - b. If the employee does not exercise his/her seniority by the start of the third (3rd) day, he/she must remain on the open job and follow the conditions of Paragraph 9.
17. The following guidelines shall be followed when filling open jobs in the department that require qualification, the jobs will be offered to employees gathered to receive assignments:

- a. If more than one *qualified* employee wishes to claim the job, the employee with the most department seniority in the group will be awarded the assignment.
- b. If more than one *qualified* employee is present in the group and no one wishes to claim the job, the qualified employee with the least department seniority in the group will be assigned to the job.
- c. If only one *qualified* employee is present in the group, he/she will be assigned to the job.
- d. If no *qualified* employees are present in the group, Management will assign the least senior qualified department employee (who is not part of the group gathered to receive assignment), providing that such employee is not already performing a job which requires qualifications. Employee(s) will be eligible for rate retention when assigned by management.

#### 18. Posted Jobs

- a. All vacancies within the department shall be filled by polling or the posting process prior to posting plantwide.
- b. All newly created jobs shall be awarded within the department via temporary departmental posters until such time that a permanent rate of pay is established. At that time, the jobs would be reposted with permanent departmental posters.

- c. Employees transferred out of their department lose their permanent job posters.
- d. An employee, who is awarded a permanent or temporary job poster on a shift other than their present shift, will be permitted to change shifts and claim their poster. The most junior employee on that shift, not holding a temporary or permanent job poster, will leave the shift to replace the successful bidder. The successful bidder will claim his/her poster at the beginning of a workweek.
- e. If it is necessary to assign someone to a permanent or temporary poster, the assignee will be the most junior employee in department seniority without a poster from the shift that is seeking to fill the position.

#### **D. Work Force Reduction in Excess of Ten (10) Days**

- 1. Employees that are being pushed out of their departments will be allowed to sign for plant posters the week of their push out, and if the employee is awarded the poster, he/she will have D.P. status in the new department if he/she meets the eligibility guidelines.
- 2. Employees affected by a departmental cutback which is expected to exceed ten (10) working days will be transferred to another department. If more than one department is slated to absorb the excess employees, plant seniority will be used by the affected employees for the purpose of choosing the department they prefer.

3. *Permanent or Over and Above* employees will have displaced person (D.P.) status at the time of transfer, providing they have five (5) and ten (10) years of plant seniority, respectively.
4. Employees transferred to a new department will be on *loan* and will not accrue department seniority until awarded or assigned a plant posting. All plantwide postings will be awarded by plant seniority.

#### **E. Exercising Displaced Person Status**

1. If *no permanent openings* exist at the time of transfer from a department, a D.P. may request the name of the most junior, permanent employee in the plant and in what department and job he/she is working. The D.P. may then determine whether he/she wishes to enter that department and claim that job and shift. If the D.P. exercises that right, he/she will stay on that job and shift until the job shuts down or he/she gets bumped and at that time, the employee may bump using D.P. Status within that department.
2. If an individual is eligible for D.P. Status, and has been awarded or assigned a plant poster, he/she will be given *Converted Department Seniority* upon entering that department.
  - a. Converted department seniority will equal the individual's plant seniority at the time he/she was awarded or assigned the plant poster multiplied by an established percent for those years of service.

- b. The following table depicts the converted Department Seniority based on years of service:

Years of Service	Percent	Converted Department Seniority		
		Years	Months	Days
5<5.5	55%	2	9	0
5.5<6.0	56%	3	0	29
6.0<6.5	57%	3	5	1
6.5<7.0	58%	3	9	7
7.0<7.5	59%	4	1	17
7.5<8.0	60%	4	6	0
8.0<8.5	61%	4	10	17
8.5<9.0	62%	5	3	7
9.0<9.5	63%	5	8	1
9.5<10.0	64%	6	0	29
10.0<10.5	65%	6	6	0
10.5<11.0	66%	6	11	5
11.0<11.5	67%	7	4	13
11.5<12.0	68%	7	9	25
12.0<12.5	69%	8	3	11
12.5<13.0	70%	8	9	0
13.0<13.5	71%	9	2	23
13.5<14.0	72%	9	8	19
14.0<14.5	73%	10	2	19
14.5<15.0	74%	10	8	23
15.0<15.5	75%	11	3	0
15.5<16.0	76%	11	9	11
16.0<16.5	77%	12	3	25
16.5<17.0	78%	12	10	13
17.0<17.5	79%	13	5	5
17.5<18.0	80%	14	0	0
18.0<18.5	81%	14	6	29
18.5<19.0	82%	15	2	1
19.0<19.5	83%	15	9	7
19.5<20.0	84%	16	4	17
20.0<20.5	85%	17	0	0
20.5<21.0	86%	17	7	17
21.0<21.5	87%	18	3	7
21.5<22.0	88%	18	11	1
22.0<22.5	89%	19	6	29
22.5<23.0	90%	20	3	0
23.0<23.5	90%	20	8	12
23.5<24.0	90%	21	1	24
24.0<24.5	90%	21	7	6
24.5<25.0	90%	22	0	18
25.0<25.5	90%	22	6	0
25.5<26.0	90%	22	11	12

Years of Service	Percent	Converted Department Seniority		
		Years	Months	Days
26.0<26.5	90%	23	4	24
26.5<27.0	90%	23	10	6
27.0<27.5	90%	24	3	18
27.5<28.0	90%	24	9	0
28.0<28.5	90%	25	2	12
28.5<29.0	90%	25	7	24
29.0<29.5	90%	26	1	6
29.5<30.0	90%	26	6	18
30.0<30.5	90%	27	0	0
30.5<31.0	90%	27	5	12
31.0<31.5	90%	27	10	24
31.5<32.0	90%	28	4	6
32.0<32.5	90%	28	9	18
32.5<33.0	90%	29	3	0
33.0<33.5	90%	29	8	12
33.5<34.0	90%	30	1	24
34.0<34.5	90%	30	7	6
34.5<35.0	90%	31	0	18
35.0<35.5	90%	31	6	0
35.5<36.0	90%	31	11	12
36.0<36.5	90%	32	4	24
36.5<37.0	90%	32	10	6
37.0<37.5	90%	33	3	18
37.5<38.0	90%	33	9	0
38.0<38.5	90%	34	2	12
38.5<39.0	90%	34	7	24
39.0<39.5	90%	35	1	6
39.5<40.0	90%	35	6	18
40.0<40.5	90%	36	0	0
Greater than 40.5	90%	As Calculated		

- c. D.P.'s converted departmental seniority cannot be greater than the time that a department has been in existence (i.e., the seniority of the most senior employee presently in the department).
- d. A D.P. must have more total converted/earned department seniority and plant seniority to bump a department employee. For a department employee to bump a D.P., the department employee must also have more department and plant seniority.

3. After a D.P. has been awarded or assigned a plant poster, the D.P. has up to ten (10) workdays to select a shift using his or her converted department seniority. *The D.P. will remain on open jobs using converted department seniority until he/she exercises his/her right to claim an initial permanent job within ninety (90) calendar days using his/her converted department seniority.*
  - a. D.P.'s who *are awarded plant postings* prior to entering the department have the right to select shift preference prior to entry and retain the ninety (90) calendar days to select a job.
    - (1) When vacancies are created by plantwide layoff and need to be filled, employees awarded those postings shall have the right to select shift preference among the available openings by converted departmental seniority. After one workweek elapses, the D.P.'s may exercise seniority for shift selection and retain eighty-five (85) calendar days for job selection.
  - b. Complement Departments—When a D.P. is in the Over and Above group, he/she may use D.P. status among the employees in the Over and Above group. When a D.P. is in the permanent group, D.P. Status may be used against all employees in the department. Job selection is limited to rate eight (8) or lower; however, D.P.'s who qualify for ninety (90)

calendar day rate retention may claim any rate job.

4. After a D.P. claims a permanent job using his/her converted department seniority, the employee will follow the normal seniority guidelines for movement within the department.
5. Once in the department, the individual will earn additional department seniority as other departmental employees.
6. Existing D.P.'s as of 1/1/98 will have a converted department seniority based on the most recent date they entered that department. Earned department seniority from that time forward will be coupled with their respective converted department seniority as their total department seniority for future movement.
7. Employees who are on D.P. Status in the Over and Above group and are successful bidders on a Permanent Posting in the same department will follow the provisions outlined in E3. above to bump into the permanent group.
8. A Displaced Person will be required to complete the qualification period for the job he/she claims. The provisions of Paragraph 35(b) of the Contract shall apply during such training.
9. Departments offer recall on the basis of plant seniority—last out, first in.
  - a. Where employees have been pushed out of multiple departments due to cutbacks in production, the employees may refuse or accept recall to all but their resident



department (where employee's D.P. Status originated) without losing their D.P. Status in the current department.

- b. *Accepting or Refusing permanent recall to one's Resident Department eliminates D.P. Status.*

- (1) D.P.'s refusing recall to their resident department may remain on their jobs until such time as they are bumped or their job shuts down. At that time, the former D.P. must select a job using earned department seniority.

- c. *If an employee is recalled on a temporary basis (10 workdays or less), the employee may refuse recall without losing permanent recall rights or D.P. Status in the current department. Exceptions exist for Press Room, Cocoa Refining, Departments 83/85, 94, 100, Mechanical Storeroom and Transportation (permanent employees only). Employees in these departments will be governed by the following:*

- (1) Employees offered temporary recall must return to their resident department for the duration of the temporary recall in order to preserve their permanent recall rights to that department.

- (2) Employees will accumulate department seniority in the department they are working.

- (3) Temporary recalls shall be no longer than ninety (90) days in duration. Extension of temporary recalls may be granted through mutual agreement.
  - (4) When the recall assignment is completed, the employee will return to the job held before the recall.
- d. Employees recalled to their resident department shall have up to the start of the third (3rd) day to exercise their seniority by bumping onto a job. Exceptions may exist in large departments such as Wrapping and Confectionery where the three (3) days would not start until after one (1) workweek elapses and employees are on the proper shift by seniority. (The bump is forfeited if not used.) If a bump is used on a temporary or open job, the employee would not get a bump when those jobs are completed.

#### **F. Elimination of Displaced Person Status**

1. Any permanent recall to a resident department, whether accepted or refused, eliminates D.P. Status. (See Section E, Paragraph 9b.)
2. Employees subjected to a plant layoff lose D.P. Status.
3. Any employee awarded a posting in another department that results in a downward or lateral movement loses D.P. Status.
  - a. Permanent to Permanent eliminates D.P. Status.

- b. Over and Above to Over and Above eliminates D.P. Status.
  - c. Permanent to Over and Above eliminates D.P. Status.
  - d. If a D.P. is assigned to a plant posting by management, the D.P. would be allowed to sign and accept *one* poster of the same status as the one assigned by management even though it was a lateral movement. This move would not effect his/her D.P. rights.
4. Any employee may voluntarily relinquish his/her D.P. Status by signing a statement to that effect. However, the employee would be required to remain on his/her job until such time as he/she is bumped or the job shuts down. At that time, the former D.P. must bump or select a job using accumulated department seniority.
  5. If an employee loses D.P. Status, he/she will revert back to any actual earned department seniority while in that department.

## **INTERDEPARTMENTAL EMPLOYEE MOVEMENT PROCEDURES**

### 1. *Listing of Departments by Plant Area*

#### **Packaging Area**

Wrapping	Kisses
Moulding	Syrup
Confectionery	Cocoa Filling
Panned Goods	Cocoa Refining

## Processing Area

Bean Processing	Nut Processing
Labor Gang	Silos
Bulk Sugar/Paste Loadout	Plant Sanitation
Shipping	Steel Rolls (83/85)
Press Rm./906/Deodorization	APP
Paste Transfer	Transportation

### 2. *Operating Procedures*

Departments within the Processing and Packaging Areas will only request help from within their respective area as listed in Item 1. In other words, employees will be loaned on a day-to-day basis among the departments within a plant area. There shall be no backfilling of employees on a given day.

If it is necessary for a department in the Processing Area to push out employees on a given day and those employees are not needed in any department within the Processing Area or the Packaging Area, those employees would be given the option of going home.

If it is necessary for a department in the Packaging Area to push out employees on a given day and those employees are not needed in any department within the Packaging Area in which they are working, those employees would be sent to the Wrapping Department. If they are not needed in the Wrapping Department or the Processing Area, they would be given the option of going home.

All interdepartmental movement of employees will follow the provisions of the published Seniority Guidelines. An exception to this is the situation when a production line/process breaks down after the start of the shift. Affected employees may be assigned the duty of rework, scrap cleaning, or cleaning. When rework or scrap is not available from the employee's department, rework or scrap would be brought in from another department of that plant area to be reworked, only by those employees affected by the breakdown and not to exceed the remainder of that shift.

## APPENDIX M

### **CONFERENCE COMMITTEE GUIDELINES**

The following guidelines have been established for the Conference Committee:

1. Conference Committee will normally be held on the first and third Tuesday of each month, provided there are grievances to hear.
2. Times for cases--7:30 a.m., 9 a.m. and 10:30 a.m. Third shift cases will be heard first. Second shift cases will be heard last.
3. Parties will be prompt. Preparation time will be limited to one-half hour. Grievances will be heard promptly at 8 a.m., 9:30 a.m. and 11 a.m. Presentation is limited to one hour per grievance.
4. Within 30 days of being referred by Management and the Union, cases will be placed on the schedule by the Manager, Labor Relations. Prior

- to scheduling, the Branch President will identify the witnesses needed for each case.
5. Two weeks' notice will be provided whenever possible. The Chair, Union Conference Committee will notify the employee, his/her steward and witnesses. The Chair, Management Conference Committee or designee will notify the manager and supervisor involved.
  6. Grievances will be heard by a quorum (at least two members present from each committee).
  7. First priority will be given to employee termination cases. Other cases will be scheduled as referred.
  8. If a grievant fails to appear at his or her scheduled Committee hearing, the Union Conference Committee and/or Branch President will represent the grievant.
  9. Management will not reschedule a grievance more than once. If management representatives are unavailable, the Management Conference Committee or Labor Relations will represent management.
  10. Attendees will be limited to the aggrieved employee, necessary witnesses and one steward (normally the steward signing the grievance). In cases in which multiple grievances are filed on a similar issue or a number of employees are listed on the grievance, the Branch President or Chair, Union Conference Committee will select one employee as representative of the group, along

with a steward. Other employees may attend on their own time.

11. The Chair, Union Conference Committee and the Chair, Management Conference Committee may set additional dates, as they deem prudent to manage a backlog and assure speedy resolution.
12. Management shall provide written minutes, approved by the Management and Union Co-Chairs, of all Conference Committee meetings.

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