

420

1,100 workers

AGREEMENT

BETWEEN

TYSON FOODS, INC.
238 Wilmington Street
Jackson, Mississippi

AND



**UNITED FOOD & COMMERCIAL
WORKERS UNION,
LOCAL NO. 1529,
AFL-CIO, CLC**



January 20, 2003 through December 31, 2005

43 pages

NAME CHANGE?

In the event of a name change, please notify the Union Office immediately so the Local Union can maintain current information on each member as well as notify the International Union.

UFCW UNION LOCAL 1529 ADDRESS AND PHONE NUMBER:

**8205 Macon Road
Cordova, Tennessee 38018
901-758-1529
Toll Free: 1-888-758-1529**

MOVING?

When moving, please notify the Local Union Office immediately so the Local Union can maintain a current address and phone number on each member to insure that each member receives all mail from the Local Union as well as the ACTION MAGAZINE.

REMEMBER

It is your responsibility to keep your Local Union informed on any of the above changes. Please notify the main office, in writing, should you have a change in your name or a change in your address.

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January 20, 2003 through December 31, 2005



A MESSAGE FROM YOUR PRESIDENT

This booklet was put together for the convenience of our members. It is a copy of your Collective Bargaining Agreement that covers the employees represented by United Food and Commercial Workers Local 1529, AFL-CIO employed at Tyson Foods, Inc. This contract covers your wages, working conditions, rules and policies governing seniority, hours of work, vacations, holiday work, overtime work, the grievance and arbitration procedures and all other aspects related to work that were agreed to by your Union and the Company during our negotiations.

The members of Tyson should be very proud of your accomplishments you made in this Contract. You have the best overall Tyson Contract and this was only possible with your support and patience.

Increasing your benefits, wages and working conditions has never come easy. UFCW Local 1529 can and will continue to be successful only with the help and support of you and other members. One way you can help is by making sure all employees pay their fair share and this can only be done by becoming a member of your Union.

When an employee refuses to join your Union, you are paying their way. Explain to them that nothing is free; however, the cost for all of these benefits and working under the protection of a union contract are minimal and if they are going to enjoy them, they too should pay their fair share.

I strongly recommend that you read and understand this entire contract, and then help to enforce all of its terms and conditions. After reading this contract you will have a better understanding of the benefits and protections that your UFCW Contract provides.

If you should have any questions about any Section and/or Article of this contract, please contact your Union Steward or your Union Representative.

Fraternally,

Leon E. Sheppard, Jr.
President and Chief Executive Officer

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PREAMBLE

THIS AGREEMENT entered into this 20th day of January, 2003, between Tyson Foods, Inc., 238 Wilmington Street, Jackson, Mississippi, hereinafter referred to as the "Company," and the United Food and Commercial Workers Union, Local 1529, AFL-CIO, CLC, chartered by the United Food and Commercial Workers International Union, AFL-CIO, CLC, hereinafter referred to as the "Union".

WITNESS

WHEREAS, the Parties as a result of collective bargaining have reached agreement, and

WHEREAS, it is the desire of the Parties to reduce the agreement to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I **RECOGNITION**

Section 1. The Union, having been certified by the National Labor Relations Board in Case No. 15-RC-3944 as the collective bargaining representative for a unit of employees of the Company defined as "All Production and Maintenance Employees employed at Tyson Foods, Inc., 238 Wilmington Street, Jackson, Mississippi, plant including truck drivers, driver salesmen, and shipping and receiving clerks, excluding all office clerical employees, professional employees, salesmen, buyers, watchmen and guards, and supervisors as defined in the Act as amended, "the Company recognizes the Union as the sole and exclusive bargaining representative of all the employees in such unit for the purpose of collective bargaining in respect to rates of pay, wages, hours of work and other conditions of employment.

Section 2. The Union agrees to assist in maintaining a high quality and quantity of product, and to aid the workers to improve their efficiency. The Union recognizes the Company's right to

utilize the skills of its employees as long as these skills are compensated for as agreed upon in Article X, Section 1, of this Contract. The Parties hereto agree that the employees covered by this Agreement should endeavor to perform honest, safe and diligent service, and should use their influence to protect the property and interest of the Company and cooperate in promoting and advancing the welfare and prosperity of the Parties hereto.

Section 3. The Parties hereto agree that there will be no discrimination against any employee because of race, creed, color, religion, national origin, sex, disability, or age. Disability, as used herein, is defined in accordance with The Americans With Disabilities Act.

ARTICLE II

UNION RIGHTS

Section 1. The Company recognizes and will not interfere with the right of its employees to become members of the Union, nor abuse or threaten its employees in any effort to persuade them not to join the Union or not to remain members of the Union.

Section 2. The Union agrees that it will not interfere with the right of the employees of the Company to refrain from becoming members of the Union, nor in any way abuse or threaten Company employees in an effort to persuade them to join or to remain members of the Union.

Section 3. Union activity except as set forth in Article XIV herein shall not be carried on during working hours on Company property except as provided in the Grievance Procedure herein. There shall be no distribution of Union literature or material of any nature in the work areas of the Company's plant.

ARTICLE III

RIGHTS OF MANAGEMENT

Section 1. There shall remain vested in the Company the exclusive right of management of the Company's plant and facilities and the assignment and direction of the working forces,

not limited to but including (1) the unilateral right to determine the number, location and type of plants that may operate; (2) the unilateral right to decide on the products to be manufactured, the methods of manufacture, the materials to be used and the *continuance or discontinuance of any product, material or method of production*; (3) the unilateral right to *introduce new equipment, machinery or processes and to change or eliminate existing equipment, machinery or processes*; (4) the unilateral right to discontinue, temporarily or permanently, in whole or in part, conduct of its business or operations without consultation with the Union; (5) the unilateral right to decide on the nature of materials, supplies, equipment or machinery to be used and the price to be paid; (6) the unilateral right to decide on the sales methods and sales prices of all products; (7) the unilateral right to subcontract any work performed by or for the Company; (8) the unilateral right to hire the working forces in accordance with *the requirements determined by management*; (9) the unilateral right to *transfer, promote or demote employees subject to the seniority provisions of this Agreement*; (10) the unilateral right to layoff employees for economic reasons and the right to terminate, discharge, suspend or otherwise relieve employees from duty for just cause but such action will be subject to the Grievance and Arbitration Procedure; (11) the unilateral right to direct and control the work force; (12) the unilateral right to establish reasonable rules governing employment and working conditions and to enforce them; including, but not limited to, the right to promulgate or change attendance and disciplinary rules; (13) the unilateral right to *determine the size of the work force*; (14) the unilateral right to *determine the number of employees assigned to any particular operation*; (15) the unilateral right to determine the work place and set reasonable work performance levels; (16) the unilateral right to establish, change, combine or abolish job classifications and to determine the length of the work week; and (17) the unilateral right to determine the length of the work day, when overtime shall be worked, and to require overtime. All other rights of management are also expressly retained even though not particularly enumerated above, unless

they are clearly limited by the explicit language of some other provision of this Agreement. It is understood that the words "unilateral right" as used herein mean that the Company shall have the unquestioned right to take such action without prior notification or consultation with the Union, except that any such action, once taken, may be questioned, to the extent provided in this Article or as specifically provided elsewhere in this Agreement, through the Grievance and Arbitration Procedure. The rights of management enumerated above and all other rights of management not clearly and explicitly limited by the language of this Agreement are not subject to the Grievance or Arbitration Procedures of this Agreement.

Section 2. In the event the Company exercises its rights to discontinue, in whole or in part, any of its operations, and the exercise of such right would have the direct effect of causing the layoff of unit employees, the Company shall negotiate on the effects of the action upon unit employees. It is further understood that none of the provisions of this Article shall have the effect to reduce or waive any rights of unit employees under the Worker Adjustment and Retraining Notification Act (WARN).

ARTICLE IV

SUBCONTRACTING

Section 1. The parties to this Agreement have discussed subcontracting or work being performed by bargaining unit employees and agree as follows:

Both parties desire to minimize the effects of sub-contracting on the job security of the employees and will work to that end.

Section 2. When subcontracting of any existing operations becomes necessary, the Company will notify the Union. The Union and the Company will meet and bargain over any effects of such subcontracting. The Company will not layoff or displace employees as a result of this subcontracting. The Company may utilize a temporary service agency to perform bargaining unit work only in times of labor shortages. The Union reserves the right to revoke this provision at any time during the life of this Agreement.

ARTICLE V

UNION STEWARDS

Section 1. The Union shall have the right to designate stewards, who shall be employees of the Company, and to change such as needed. The Company shall be notified in writing of the names of designated stewards, and shall only be required to deal with the stewards designated in writing. The Union shall have the right to designate an alternate for each of the stewards, which alternate shall function only in the absence of the steward for whom he or she is an alternate.

Section 2. Shop stewards are not employees of United Food & Commercial Workers, Local 1529, nor do they carry any power as representatives of United Food & Commercial Workers, Local 1529. Their function is exclusive of assisting an employee in the initial stages of a grievance, talking to other employees about Union membership, and being an employee witness in the initial stages under Grievance and Arbitration procedures. Only those Union Representatives designated by United Food & Commercial Workers, Local 1529, in writing, to the Company, are true representatives and have the power to speak for Local 1529. Designated shop stewards may settle grievances in the initial stages only (Step 1 and Step 2), provided that all parties (grievant, shop steward, and Company) sign off on the agreement reached and it does not violate any part of the Agreement, and the Union is furnished a copy of the settlement within five (5) days.

ARTICLE VI

UNION VISITATION

Section 1. A designated Agent(s) employed by the Local Union shall have access to the Company's plant to conduct Union business, including but not limited to the Company's break room and non-work areas. Prior to an Agent's entering the production area of the plant, the Union shall give advance notice of the name of such Agent and the approximate time of the Agent's visit. The Company will provide a member of management to accompany the Union's Agent into the production area.

The Union shall have the right to bring a bilingual speaking representative, which may or may not be employed by the Local into the plant for the purposes of interpretation.

Section 2. Union officials not employed by Local 1529 may request to visit the Jackson, Mississippi, facility. Request must be made at least two (2) weeks in advance of such visit, state his/her position with the Union, and the purpose of such visit. The Company will have the right to grant or refuse such request based on the reasonableness of the request.

Section 3. Union Representatives will not neglect their work or interfere with the work of other employees. In no case does a Union Representative or any employee have the right to stop work or stop the work of other employees unless there is specific agreement with the Plant Manager or his/her designated representative.

Section 4. The Company will allow a designated Representative(s) of the Union to attend each orientation of all new employees in order to reinforce Company rules, explain the Union Contract, and offer the employees the opportunity to join the Union.

ARTICLE VII **BULLETIN BOARDS**

Section 1. The Union shall have the right to use one (1) designated bulletin board in each plant for posting notices in the interest of the Union, provided such notices bear the signature of an officer or representative of the Union. No material of any kind shall be posted on the aforementioned bulletin board without the written approval of the management having been obtained in advance. Written approval can be a sign off at the bottom of said literature.

ARTICLE VIII **LEAVE OF ABSENCE**

Section 1. The Company will comply with all provisions of the Family and Medical Leave Act.

Section 2. All full time employees who have completed ninety (90) days of service, but are not eligible for a Leave of Absence under the rights guaranteed by the Family and Medical Leave Act, may be granted a Leave of Absence not to exceed three (3) months in any twelve (12) month period.

Section 3. All employees who are unable to work due to a non-work related temporary medical condition shall be entitled to a Leave of Absence with proper medical documentation based on their seniority, as follows:

90 days but less than 12 months - 90 days maximum

Upon completion of one year - 12 months maximum

Section 4. All employees who are unable to work due to a work related temporary medical condition shall be entitled to a leave of absence up to one (1) year with proper medical documentation for the period required by the attending physician.

Section 5. The Company will abide by Mississippi state law with regard to voting in Federal or State elections.

Section 6. Full time employees who have completed 90 days of service, who are absent from work due to a death in their immediate family defined as the employee's spouse, children, parents, siblings, grandparents, grandchildren, aunt, uncle, mother and father-in-law, step parents, step-siblings, half siblings, children who are legally adopted, or that the employee is legal guardian will receive up to two (2) days pay for lost time from work. Pay for such lost time from work shall be computed at eight (8) hours times the employee's base hourly rate of pay for each day. These hours paid will be included as time worked for overtime purposes.

Employees may attend the funeral of other members of the family not listed as immediate family above (specifically nephews, nieces and first cousins) without pay and without being penalized on attendance for the two-day period allotted above.

It is not the intention of this Section to limit the amount of time off that may be reasonably necessary in a particular case, but compensation shall not exceed that which is described in this

Section. If more time is necessary (five [5] days or more), the employee may request a leave of absence.

Documentation may be requested by the Company.

Section 7. An employee summoned to serve on jury duty will be granted a Leave of Absence. Employees are required to provide the Company with the jury duty summons on the first work day after the employee receives the summons. A full time employee who has completed their ninety 90 days of service will be paid the difference between any compensation received for jury service and their regular Company pay.

Section 8. Upon timely notice to the Company, Union Stewards shall be allowed a leave of absence not to exceed two (2) weeks per year for the purposes of attending Steward Training Classes, Union meetings, conventions, schools and seminars. The Union will attempt to give at least two (2) weeks notice of such leave.

Section 9. An employee on a Leave of Absence for any reason, shall be terminated if the Leave of Absence exceeds the amount of time they are eligible for, fail to return at the end of the period granted, fails to seek an extension, request or is granted a leave of absence under false pretenses.

Section 10. Employees returning from an approved Leave of Absence will be returned to their former position.

Section 11. Personal leaves are available to employees who have completed 90 days of service. Evaluation of a Personal Leave request involves decision-making by the appropriate manager. Business needs should be considered when approving or disapproving a Personal Leave. The Company reserves the right to conduct an in-depth inquiry regarding the purpose, length, and other factors regarding the leave request. Examples of Personal Leaves that may be granted may include, but are not limited to, the following:

- Death of a relative not covered by the bereavement policy who resided out of town or state.
- Family crisis.

- Any absence for an FMLA qualifying reason incurred by an employee not eligible for FMLA Leave.
- Elective Surgery.

The Company will not arbitrarily deny such request.

Section 12. In the event an employee is called for military service of the United States, any rights with respect to employment will be governed in accordance with the existing law. The Company also agrees to make whole the difference between the military pay and the pay they would have received while on leave.

ARTICLE IX

WORKING CONDITIONS

Section 1. Weekly work schedules will normally consist of five (5) eight (8) hour work days, beginning with the first day of the work week. Nothing herein shall be construed as a guarantee or limitations on the minimum or maximum number of hours worked per day or per week.

Section 2. Time and one-half (1-1/2) shall be paid for all hours in excess of forty (40) hours in any one (1) week.

Section 3. All work performed on the sixth or seventh day of an employee's regular work week shall be at time and one-half (1-1/2) the employee's regular rate of pay. Processing, further processing, and deboning operations when a majority of the hours of the shift are performed on Saturday or Sunday, shall be treated as the sixth or seventh day of the employees work week.

An employee will not be disqualified for time and one-half (1-1/2) on the sixth and seventh day if the employee is absent on one or all of the qualifying work days for the following reasons:

- (1) Death in the employee's immediate family.
- (2) Job related injury occurring on a qualifying work day.
- (3) Employee, spouse, minor child admitted to hospital.
- (4) Jury duty.
- (5) Excused absence by written pre-arrangement with management.
- (6) Subpoenaed as a witness.

Section 4. All employees shall receive two (2) thirty (30) minute non-paid breaks each full work day. In the event overtime work is required, a paid fifteen (15) minute break will be given after eight (8) hours and fifteen (15) minutes of actual worked time.

The first break shall take place no sooner than one and one-half (1-1/2) hours, but not later than three and one half (3-1/2) hours after the shift begins.

The second break shall take place no sooner than four (4) hours, but not later than six (6) hours after the shift begins.

Section 5. Break periods set forth in this Article are to accommodate the personal needs of employees. The Company recognizes that occasionally an employee may need to be away from their work station, other than scheduled break time, to use the restroom facilities. Any employee who abuses this privilege will be subject to disciplinary action. Employees shall obtain approval, except in an emergency situation, from their supervisor before leaving their work station.

Section 6. There shall be no pyramiding of overtime or premium pay.

Section 7. All employees who report to work at the commencement of a scheduled shift without having been given notice of a change in schedule shall be given a minimum of four (4) hours work provided they are willing to do whatever job is assigned them or if no work is available, four (4) hours pay in lieu thereof. For the purpose of this Section "notification", shall include personal contact with employees, or by local radio or television broadcast. This report in pay shall not apply in cases where work cannot be provide due to circumstances beyond the control of the Company, such as strikes, riots, fires, storms, public utility failures, floods, explosions or acts of God that would prevent operations.

Section 8. All employees called back to work on the same day after once punching out and leaving Company property shall be paid for all hours worked on recall and shall be guaranteed a

minimum of two (2) hours work, or if no work is available, two (2) hours of pay in lieu thereof.

Section 9. Notice will be given to the affected employees within 30 minutes of Company's knowledge that overtime will be necessary.

Section 10. Over line time, including overtime, shall normally be performed by the employee who performs the required work. In all other instances, such work shall be offered in seniority order by department, by shift, to employees qualified to do the work. If there are not enough employees accepting the work, it shall be assigned to the least senior employees on the line or deboning system qualified to do the work.

All miscellaneous overtime shall be assigned, in seniority order, by department, by shift, to employees volunteering for such work.

Section 11. In determining when overtime pay is due, all holiday pay, vacation pay, jury duty pay, funeral leave pay, and the hours actually worked will be counted as time worked when computing overtime.

Section 12. Employees shall be paid for all time when their presence is required by the Company. In the event of a breakdown of machinery or equipment which causes an interruption in production, employees may be released. During such time, the employees shall have no obligation to remain in the plant or to perform any work. If the employee is required to return to work on the same day, the following procedures shall be applicable.

- a) If the release from duty is for a period less than one (1) hour, the employee shall be fully paid at the appropriate hourly rate.
- b) If the period of release equals or exceeds one (1) hour, employees will be compensated at half-time (1/2 X) their rate of pay for the period of release.

Section 13. The Company shall furnish, at no cost to the employee, the required working and safety apparel, with the

exception of footwear, that the Company deems necessary for the protection of employees. All such equipment that is furnished by the Company shall remain the property of the Company, and shall be replaced when worn out through normal usage on the job, provided the worn out item is returned at the time of replacement. Failure to turn in the worn out item or intentionally damaging or defaming of this equipment may be cause for discipline depending upon the frequency of each occurrence.

Section 14. Employees will be given all emergency phone calls as soon as the Company is notified.

ARTICLE X

WAGE CLASSIFICATIONS

Section 1. Wages shall be paid as provided in Appendix A attached hereto and made a part of this Agreement.

Section 2. Whenever a new job is created by the Company, the Company will discuss the appropriate wage rate with the Union. If a mutually satisfactory rate cannot be agreed upon, the Company will set the rate subject to the Grievance and Arbitration provisions of this Agreement, under which an arbitrator shall have the power to set the appropriate rate.

Section 3. All employees who are scheduled to work a majority of their hours between 6:00 p.m. and 6:00 a.m. shall receive the shift premium listed in Appendix A.

Section 4. Employees temporarily assigned for as long as two (2) hours in a work day to a higher rated classification shall receive the rate of that classification.

Section 5. Hourly rates which are provided for vacations, holidays, jury duty, bereavement pay, and military will consist of their base rate time, in addition to any seniority increases, skill premium and/or shift premium.

Section 6. There shall be no pyramiding of overtime or premium pay.

Section 7. Perfect Attendance.

Three months perfect attendance:

Employees with less than 10 years of service - \$25.00 or one-half (1/2) day.

Employees with 10 years or more of service - \$50.00 or one (1) day.

Days earned can be used or can be sold prior to December 15 of each year.

Section 8. The Company reserves the right to establish economic incentives to recruit and staff the operation. The Company will give the Union prior notice of any such incentives.

ARTICLE XI **HOLIDAYS**

Section 1. The following shall be considered holidays:

Fourth of July
Christmas Day
Thanksgiving Day
Day After Thanksgiving
Labor Day
Good Friday
New Year's Day
Employee's Birthday

Section 2. All regular full time employees with ninety (90) days of employment on the payroll shall be paid for eight (8) hours at their regular straight time rate of pay for each holiday enumerated above, provided they report for work and work the hours as scheduled on the day before, the day of, and the day after the holiday. For purposes of this Section only, an employee shall be considered to have worked the entire shift if he is not more than one (1) hour late.

Section 3. An employee will not be disqualified for holiday pay if the employee is absent on one or all of the qualifying work days for the following reasons:

- (1) Death in the employee's immediate family.
- (2) Job related injury occurring on a qualifying work day.

- (3) Employee, spouse, minor child admitted to hospital.
- (4) Jury duty.
- (5) Excused absence by written pre-arrangement with management.
- (6) Subpoenaed as a witness.

Section 4. If one (1) or more of the above holidays occur while an employee is on vacation, the employee shall receive holiday pay as it accrues as if he had fulfilled all requirements of this Article regarding holiday pay.

Section 5. The birthday holiday shall be taken on the employee's birthday or within thirty (30) days after their birthday.

Section 6. Hours paid but not worked on a holiday shall be considered as time worked when computing overtime premium.

Section 7. Employees on Leave of Absence or layoff and who have not worked within the week in which the holiday occurs, shall not be entitled to holiday pay.

Section 8. Employees required to work on a holiday shall be paid time and one-half (1-1/2) for the hours worked, in addition to holiday pay, for eligible employees, provided they work all scheduled hours on that day. Holiday work shall be offered in seniority order by department, by shift to employees qualified to do the work provided reasonable, sufficient time exists to make said notification. If not enough employees accept the work, it shall be assigned to the least senior qualified employees by department, by shift provided reasonable, sufficient time exists to make such notification. Employees working the second and third shifts will be paid time and one-half (1½) for eight (8) hours or actual time worked if any of their shift is worked on the holidays.

Section 9. Paid holidays falling on Saturday shall be observed on the preceding Friday. Paid holidays falling on Sunday shall be observed on the following Monday. Employees normally scheduled to work weekends will observe the holiday on the day on which it occurs.

ARTICLE XII

VACATIONS

Section 1. Employees must qualify each year by meeting two basic conditions: (1) complete each anniversary year as a regular full-time employee and (2) actively worked at least twenty-six (26) or more weeks in that anniversary year. The employee's anniversary date shall be the date on which their most recent employment with the Company commenced.

Section 2. Full-time anniversary dates will be used to determine years of service for vacation entitlement as follows:

1 year but less than 3 years	1 week
3 years but less than 10 years	2 weeks
10 years but less than 20 years	3 weeks
20 years or more	4 weeks

Any changes or increases in Corporate vacation policy will apply to Wilmington Street plant also.

Employees who have reached twenty-five (25) years of seniority as of December 31, 2002 will retain five (5) weeks of vacation. Employees who reach twenty-five years of seniority on or after January 1, 2003 will not be eligible for five (5) weeks of vacation.

Employees whose two (2) year anniversary falls on or before December 31, 2002 will receive two (2) weeks of vacation. Employees hired on or after January 1, 2003 will receive two (2) weeks vacation after three (3) years of seniority.

Section 3. Vacation pay shall be forty (40) hours at their straight time hourly rate in effect at the time the vacation is paid, effective January 1, 2003. Employees prevented from actively working twenty-six (26) weeks in the completed anniversary year due to Leave of Absence or lay off, but worked at least twenty-six (26) weeks, shall have their vacation benefits prorated based on the following schedule:

26 weeks or more	100%
Less than 26 weeks	0%

Should an employee receive a paycheck for a work week (less than forty (40) hours), it will be counted as a week worked for the above computation.

Section 4. The Company agrees that during the month of January each year, all employees eligible or who will become eligible in the year, will request their vacation period(s). Vacation requests made during this period each year will be approved on a seniority basis and the Company can limit the number of employees on vacation at any one time. An employee may request vacation periods after January 31 of each year but will be approved on a first come basis. Vacation periods will be for seven (7) consecutive calendar days that encompasses the work week.

Section 5. Vacation time must be taken during the employee's anniversary year and there will be no carry over of vacation time from one anniversary year to another. Vacation time not taken shall be considered lost. No employee shall lose their earned vacation pay. All unused vacation pay due shall be automatically paid to eligible employees on the Friday following the employee's anniversary date.

Section 6. Employees who voluntarily quit or are terminated will receive any vacation pay due.

Section 7. One day of vacation shall be permitted. Employees wishing to take a one day vacation must give advance notice and get approval from their supervisor. For the purposes of calculating overtime, approved vacation hours will count as time worked.

Section 8. Vacation checks will be paid in a separate check from the regular payroll check provided the employee makes this request. This will be in effect as long as the Company's payroll system will allow this to happen.

ARTICLE XIII

SENIORITY

Section 1. Seniority shall mean the length of an employee's continuous service with the Company. On layoffs, recall, and

promotions, seniority will prevail provided physical qualifications, ability, and efficiency are substantially equal. It is understood by the parties that this Section shall be administered in accordance with the requirements of The Americans With Disabilities Act.

Section 2. All newly hired employees covered by this Agreement shall be considered as probationary for up to thirty-one (31) calendar days beginning with their last date of hire, and are subject to discharge at the sole discretion of the Company any time during their probationary period without recourse to the grievance procedure of this Agreement. All newly hired employees who satisfactorily complete their thirty-one (31) day probationary period shall have their name entered on the seniority list as to their last date of hire as a regular employee. Employees whose names have been entered on the seniority list shall be subject to all rights, terms, conditions, and benefits of this Agreement as of the day their name is entered.

Section 3. Seniority shall terminate for the following reasons:

- a. Discharge for just cause;
- b. Voluntary quit;
- c. Layoff without recall for more than twelve (12) months;
- d. Absence due to accident or absence due to illness in excess of twelve (12) months; any leave of absence up to a maximum of twelve (12) months.
- e. Failure to return to work at the conclusion of an approved leave of absence;
- f. Failure to return to work within seven (7) work days after a certified letter has been mailed to the employee at their correct address. The Union will be immediately notified of all employees that have been sent a recall notice, including the date the notice was mailed;
- g. Employee being absent for two (2) consecutive working days without notifying the Company.

Section 4. Employees accepting positions as supervisors shall continue to accumulate seniority for a period of six (6) months from the date of such transfer and shall retain their seniority status as of the expiration of such six (6) month period for the purpose of transfer back to jobs in the bargaining unit.

Section 5. *Seniority shall prevail for layoff and recalls.*

Section 6. Layoffs of less than two (2) weeks shall be on a departmental basis. Employees on layoff for a period of more than two (2) weeks may replace junior employees in other departments, provided that the employee can perform the essential functions of the job after adequate training.

Section 7. Recalls will be in inverse order of layoffs. In order to be eligible for recall, the employee must keep the personnel department informed of correct address or telephone number where the employee can be contacted and must be available to report to work as scheduled.

Section 8. When two (2) or more employees have the same hire date, seniority shall be determined by birth date, the older employee being the more senior.

Section 9. All permanent job vacancies in premium jobs will be posted for three (3) consecutive working days on the plant bulletin boards to enable lower rated employees desiring to fill such jobs to place their names on the posting sheet. In order to be considered, an employee must mark his name by use of a ballpoint pen or indelible ink. A successful bidder under this Section shall not be eligible to bid a new position for a period of six (6) months from the date he is awarded a job unless the employee becomes physically unable to perform the work, in which case the time limits herein shall not apply.

Section 10. If, after a reasonable period, an employee does not perform the job in an acceptable manner, he shall return to his former job, and the premium job shall be posted again under the above procedure.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1. The term grievance as used herein is limited to a complaint, or request of an employee, group of employees, or the Union, which involves the interpretation or application of, or compliance with, the provisions of this Agreement. It is understood and agreed that all grievances shall be handled on the employee's own time and outside of regular working hours at reasonable mutually agreeable times; provided, however, where management, in order to expedite the grievance without delay, requests such meeting during work hours, the grievant, steward and any witnesses will not suffer a reduction in paid time that would have been worked. For the purpose of settling any grievance, the following steps and conditions shall govern:

Step 1. The aggrieved employee, group of employees, or the Union, shall reduce to writing their grievance and present it to their immediate supervisor within seven (7) working days of the occurrence giving rise to the dispute. The disposition of the grievance by the supervisor will be rendered and communicated within five (5) working days. If the complaint is not resolved satisfactorily, or if the complaint involves the employee's immediate supervisor, the employee should proceed to Step 2.

Step 2. Any grievance which has not been settled in Step 1 shall be reduced to writing and presented to the shift manager or their designated representative within fourteen (14) working days of the occurrence giving rise to the dispute, or further rights concerning that subject shall be deemed waived. The grievance presented in writing at this step shall be specific in its content as to dates and facts, the employee(s) involved, the remedy sought, and will refer to the provision(s) of the contract alleged to have been violated. Management's reply shall be provided in writing within seven (7) working days.

Step 3. Any grievance which has not been settled in Step 2 shall be presented to the plant manager or their designated representative within seven (7) working days of management's reply in Step 2 or further rights concerning that subject shall be waived.

Management's reply shall be in writing within five (5) working days.

Step 4. If the grievance is unresolved in Step 3, it must be presented to the complex manager, or their designated representative, within five (5) working days of management's reply in Step 3 or further rights concerning that subject shall be waived. After receipt of such notice, the grievance shall be taken up by the Union and the Company representatives in an attempt to reach settlement. Management's reply shall be made in writing within seven (7) working days of any hearing conducted on the matter.

Section 2. The time limits set forth in Steps 3 and 4 of this Article concerning grievances may be extended by mutual agreement of the Company and the Union.

Section 3. A discharge case shall be handled beginning at Step 3 within seven (7) working days of the occurrence giving rise to the discharge or further rights concerning that subject shall be waived.

Section 4. The settlement or abandonment of a particular grievance shall not serve as a precedent binding on the Company or the Union in cases of later grievances.

Section 5. Where a fourth (4th) Step grievance is appealed to the Executive Board of Local 1529, the Company agrees to waive the time limits with regard to arbitration until the Executive Board has rendered a decision whether or not to arbitrate the grievance. The Union will notify the Company in writing when an appeal has been made to the Executive Board of Local 1529.

Section 6. The parties agree that incidents which occurred prior to the effective date of this Agreement are not subject to

the grievance or arbitration procedures of this Agreement, but shall be governed by the prior Agreement.

Section 7. Both parties will comply with the time limits set forth above. Should the Union fail to comply, the grievance will be considered invalid. Should the Company fail to comply, the grievance will be considered settled to the Grievant's satisfaction.

ARTICLE XV **ARBITRATION**

Section 1. When either party has carried a matter of dispute through the steps in the Grievance Procedure in accordance with Article XIV above without reaching a satisfactory agreement, it may be submitted to arbitration by either party. The intent of submission to arbitrate must be in writing and within fourteen (14) working days after answer on Step 4 of grievance or further rights concerning that subject shall be waived, unless the Company is notified that an appeal has been made to the Union Executive Board. In cases where an employee has filed an appeal with the Union Executive Board, the Union must notify the Company within fourteen (14) working days following the Union Executive Board's intent to arbitrate or further rights concerning that subject shall be waived. The Union may request the Federal Mediation and Conciliation Service to submit a panel of seven (7) persons from the States of Mississippi, Louisiana, Alabama, Arkansas or Tennessee. The arbitrator shall be selected from the panel by alternate striking of the named individuals on the panel, with the last name on the panel to be the chosen arbitrator. A toss of the coin shall decide the order of striking the arbitrator. After the arbitrator has been selected, he shall promptly meet to hear the evidence from both sides. A written decision shall be rendered by the arbitrator which shall be final and binding on the employee, the Union and the Company. The decision will give the conclusions of the arbitrator and shall include reasons upon which the decision is based. The functions of the arbitrator shall be to interpret and apply this Agreement and he shall have no power to add to or subtract from, or to modify any terms of this Agreement, nor to extend the duration thereof, nor to set or

modify wage rates except as provided in Article X, Section 3. In discharge cases where the matter has been submitted to arbitration and the arbitrator has found the discharge contrary to the requirements of this Agreement, it is agreed that the arbitrator may consider and award payment for time lost.

Section 2. Each party shall bear the expense of preparing and presenting its own case to arbitration, including witnesses. The fees of the arbitrator, including his personal expenses, and any other expenses necessary to the arbitration, including one (1) copy of the transcript if requested by the arbitrator, shall be borne equally by the Company and the Union.

Section 3. Except as specifically provided in Article X, Section 3, it is understood and agreed that wage rates shall not be subject to arbitration. For the purpose of this Agreement, an arbitrable grievance is defined as any dispute that may arise between employees and management regarding the interpretation, application or alleged violation of any of the specific terms of this Agreement.

Section 4. The arbitrator shall be empowered, except as his powers are limited below, to make decisions in cases of alleged violation of rights expressly accorded by this Agreement.

The limitations on the powers of the arbitrator are as follows:

- a. The arbitrator shall have no power to add to or subtract from or modify any of the terms of any agreement.
- b. The arbitrator shall have no power to establish wage scales or change any wage established by this Agreement except to the extent specifically authorized under Article X, Section 3.
- c. The arbitrator shall have no power to substitute his discretion for that of the Company in cases where the Company has retained discretion or is given discretion by this Agreement, except where he finds a disciplinary layoff or a discharge was not for just cause or that a Company action was in violation of a specific provision of this Agreement.

- d. The arbitrator shall have no power to decide any question which, under this Agreement, is within the right of management to decide. In rendering decisions, the arbitrator shall have due regard for the rights and responsibilities of management and shall so construe this Agreement that there will be no interference with the exercise of those rights as they may be express conditions of this Agreement.
- e. The Company shall not be required to pay back wages prior to the date a written grievance is filed with the Company.
- f. All awards of back wages shall be limited to the amount of wages the employee would otherwise have earned from his employment with the Company during the periods as above defined, less any unemployment or any compensation from actual earnings that he may have received from any source during the period, and the employee shall be required to report any such compensation received.
- g. The arbitrator shall not be empowered and shall have no jurisdiction to base his award on any alleged practice or oral understandings which are not specifically incorporated in this Agreement.

ARTICLE XVI

SAFETY AND HEALTH

Section 1. The Company recognizes the importance of safe working conditions and agrees to continue to make adequate provisions in the plant for the safety and health of its employees during the hours of their employment.

Section 2. Employees shall follow all safety standards, rules, and regulations, wear and use all prescribed protective equipment while at work, and report unsafe or hazardous conditions to supervision.

Section 3. A Safety Committee shall consist of members selected by the Company from both within and outside the

bargaining unit. Length of service may be staggered to insure continued experienced participation. The three (3) Chief Stewards of the Union shall be permanent members. The Safety Committee shall perform whatever functions are assigned to help maintain effective communication of safety policies to employees and create and maintain active employee interest in safety. Duties shall include periodic meetings; review of vehicular accidents, on the job injuries, and safety related suggestions from any source; assistance in planning activities to stimulate employee interest in safety; and recommending corrective actions to facilitate safety related changes in work environment and work practices.

Section 4. Any accident or injury of whatever nature and kind, regardless of whether it be major or minor in character and effect, which shall occur to an employee, shall be reported by him to his immediate supervisor immediately after the accident or injury occurs.

Section 5. The Company will provide required rubber boots (PPE) at no cost to the employee as needed in the following areas: Ice House, Blood Room and Sanitation.

Section 6. Employees receiving a work related injury shall be paid for all lost time on the day of the injury, up to eight (8) hours of straight-time pay or line time if greater. If required to return to the doctor because of the same work related injury, the employee shall be paid for all time lost provided they report for a portion of that workday.

ARTICLE XVII **HEALTH AND WELFARE**

Section 1. Both parties agree that during the term of this Contract, any changes made on a regional basis, to benefits and plans covered by this Article may also be made to this Agreement.

The Company agrees to lock in the current employee weekly co-pay for the first year of this Agreement. (1/1/03 through 1/1/04)

Section 2. Group Benefit Plan

- (a) Hospital, Medical, Basic Life, and Accidental Death & Dismemberment (AD&D) Benefits will be made available to all full-time employees on the first of the month following three (3) months of full-time employment. Employees hired after January 1, 1996 will be automatically enrolled for single coverage and may elect family coverage if they wish.
- (b) *Eligibility for Dental and Vision* coverages are automatically added after six (6) months in the health plan.
- (c) Insurance premiums for the Group Benefit Plan are paid through a(n) Insurance Conversion Plan (ICP) on a pre-tax basis.

Section 3. An employee on an approved Leave of Absence or Layoff may continue their Group Hospital Medical coverage as though they were actively employed on the following basis.

- 90 days up to one year seniority - to the end of the calendar month their leave begins plus one calendar month.
- One year up to five years seniority - to the end of the calendar month their leave begins plus three calendar months.
- Five years of seniority or more - to the end of the calendar month plus six calendar months.

For an employee's Group Hospital Medical Coverage to continue as authorized above, the employee must pay the necessary premiums of each month. If the necessary premiums are not paid in advance, coverage will terminate.

Section 4. Short term disability for non-work connected injury or sickness is provided for regular full-time employees who are on an approved Leave of Absence, with at least one (1) year of continuous full-time service. Benefits shall be payable after a waiting period of five (5) days. Benefit amounts shall be

two (2) weeks for each year of full-time service up to a maximum of thirteen (13) weeks in any twelve (12) consecutive months. Pay for this benefit shall be one hundred and eighty dollars (\$180.00) per week of eligibility.

Section 5. Full-time employees may enroll in the Voluntary Life Insurance Plan on the first of the month following three (3) months of full-time employment. Eligible employees may select coverage at a minimum of \$10,000.00, up to a maximum of not more than three (3) times their base annual earnings, rounded up to the next higher \$10,000. Those employees who enroll in this Plan may also elect family coverage. If family coverage is elected, the spouse will be covered at \$10,000 and each dependent child at \$5,000.

Section 6. Full-time employees may enroll in the Voluntary Accidental Death and Dismemberment Plan on the first of the month following three (3) months of full-time employment. Eligible employees may select coverage at a minimum of \$25,000 up to a maximum of not more than fifteen (15) times their base annual earnings, rounded to the next higher \$25,000 increment. Those who enroll in this plan may also elect family coverage. If family coverage is elected, the spouse will be covered for 60% of the employee's benefit and each dependent child at 20%, to a maximum of \$45,000.

Section 7. Employees may enroll in the Tyson Stock Purchase Plan the first (1st) day of the month following three (3) months of service. Employees may authorize payroll deduction of either \$1.00 to \$25.00 per week in whole dollar amount(s) or 1% to 10% of base pay in even percentage amount(s). Employees who have completed one (1) year of service with at least 1,000 hours worked, the Company will contribute, on a pre-tax basis, to the Retirement Savings Plan 50% of the employee's contribution to the Stock Purchase Plan.

Section 8. Employees may enroll in the Retirement Savings Plan the first (1st) day of the month following three (3) months of service. Employees may authorize payroll deductions from 2% to 60% on a pre-tax basis, in even percentage amounts. The

Company's contribution will be 100% of the first 3% and 50% of the next 2% of the employee contribution to the Retirement Savings Plan for all participants. Retirement Savings Plan participants will be offered Investment options where they may select from eleven different investment funds. All contributions (employee and employer) will be 100% vested immediately.

Section 9. Long Term Disability. Full-time employees may enroll in the Tyson Foods, Inc., voluntary Long Term Disability Plan on the month following twelve (12) months of full time employment. Benefit amount will be 60% of the employee's *monthly rate of basic earning less all other income benefits*, with a minimum of \$50.00 and a maximum of \$1,500.00 per month. Benefits are payable after three (3) consecutive months of any one period of total disability.

ARTICLE XVIII

NO STRIKE - NO LOCKOUT CLAUSE

Section 1. During the period of this Agreement, there shall be no strikes, sympathy strikes, work stoppages, slowdown, picketing, boycott, or other interference with the operation of the Company (all of which are hereinafter referred to as "strikes").

Section 2. No officer or representative of the Union shall authorize, instigate, aid or condone any strikes, and no employee shall participate in any strike, work stoppage, slowdown, picketing or other interference with the operations of the Company.

Section 3. There shall be no lockouts during the term of this Agreement.

Section 4. The Company shall be under no obligation to bargain with the Union concerning the subject of any strike, sympathy strike, work stoppage, slowdowns, picketing, or other interference with the operations of the Company in violation of this Agreement so long as the strike, sympathy strike, work stoppage, slowdowns, picketing, or other interference with the operations of the Company continues.

Section 5. The Company may discipline or discharge any employees who engage in a strike in violation of this Agreement

and such action shall not be subject to review upon any ground other than the employee did not take part in the strike.

Section 6. The foregoing provisions shall not constitute grounds on which either party hereto may demand arbitration of any dispute not covered by the explicit terms of this Agreement.

ARTICLE XIX

DISCIPLINE AND ATTENDANCE RULES

Section 1. The Company recognizes its responsibility as an employer, and the Union concurs in this responsibility of the Company to discipline employees for just cause to maintain harmony in the organization. The Company accepts its right to issue, post and enforce reasonable rules which are not in direct conflict with the provisions of this Agreement.

Section 2. No employee shall be disciplined or discharged without just cause. Nothing in this Agreement shall be construed to limit the right of the Company to demote, suspend, discharge or otherwise discipline any employee for just cause; however, all such action shall be subject to the grievance procedure, including arbitration.

Section 3. The Company and the Union agree that the problem of habitual or excessive absenteeism or tardiness is to be handled under the current absenteeism policy in a fair and equitable manner.

Section 4. Employees being disciplined or discharged, other than for attendance, can elect to have a Union Steward present at the time of discipline or discharge. The absence of a steward shall render a disciplinary action and/or interview invalid. Should the employee refuse to have a steward present at such meetings, the employee shall so indicate in writing upon the disciplinary form. The steward shall be selected by the Company at the time of discipline.

Section 5. Employees who participate in unacceptable behavior, listed in Appendix B, which does not warrant immediate discharge shall receive progressive corrective action before being

discharged. Progressive corrective action leading to discharge will be as follows:

Four (4) - Counseling and/or serious counseling statements in a twelve (12) month period.

Two (2) - Serious counseling statements in a twelve (12) month period.

Section 6. No discipline over twelve (12) months old issued to an employee shall be the basis of further discipline against the employee.

Section 7. Perfect attendance for a thirty (30) day period cancels the last prior absence. Each consecutive thirty (30) days perfect attendance cancels prior absence to the extent they exist. If the last absence resulted in one-half of a point, perfect attendance for a fifteen (15) day period will cancel the half point.

Section 8. The Company will provide a copy of all discipline, suspension, serious counseling statements and discharges to the Union by placing a copy of such in an area designated by the Company to be picked up by the Union Representative.

ARTICLE XX **SAVINGS CLAUSE**

Section 1. Should any portion of this Agreement be in violation of any state or federal law, such portion or portions of this Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect during the life of such Agreement. The portions so invalidated may be amended by mutual agreement and the parties agree to meet and negotiate the necessary amendments or modifications.

ARTICLE XXI **ENTIRE AGREEMENT**

Section 1. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between

the parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted in arbitration.

Section 2. It is understood and agreed that the parties have bargained on all matters appropriate for collective bargaining and neither party, for the duration of the Agreement, will be required to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any new matter not specifically referred to or covered in this Agreement, whether or not such matter or subject was proposed and discussed in the negotiations preceding the signing of this Agreement, provided, however, that all questions and grievances concerning the interpretation and application of this Agreement which are subject to the grievance procedure may be raised at any time during the term of the Agreement.

ARTICLE XXII **DRUG TESTING**

Section 1. The Tyson Foods, Inc. Corporate Drug Policy shall become effective as provided therein, with the exception of random testing, and any occupational illness as defined by OSHA, and both parties agree that, during the term of this Contract, any changes to this Corporate Drug Policy shall be made to this Agreement. The parties agree that this Drug Policy is hereby incorporated into this Agreement by reference and the parties agree to comply with its terms and provisions.

ARTICLE XXIII **CHECK-OFF**

Section 1. During the term of this Agreement, the Company shall deduct initiation fees, uniform fees, and Union dues weekly from the wages of employees who individually authorize the Company. The Company shall remit the said deductions to the Secretary-Treasurer of Local Union No. 1529, United Food & Commercial Workers International Union, AFL-CIO & CLC.

Such deductions shall be remitted to Local Union 1529 within fifteen (15) calendar days after the end of the month in which the deductions occurred.

Section 2. The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, and from any form of liability as a result of making any deduction in accordance with the foregoing authorization and assignment.

Section 3. By the fifteenth (15th) day of each month, the Company will furnish the Union the names, starting rates, addresses, social security numbers, birthdays and employment dates of all employees hired into the bargaining unit in the preceding month. The Company shall also furnish the names of employees terminated in the preceding month and indicate whether such terminations were resignations or discharges.

Section 4. The Company will make deductions from employees according to the signed Active Ballot Club Check-off card, and the monies collected will be forwarded to the Secretary-Treasurer of U.F.C.W., Local 1529 by separate check.

ARTICLE XXIV

DURATION OF AGREEMENT

Section 1. This Agreement shall be effective on the 20th day of January, 2003, and shall remain in full force and effect until the 31st day of December, 2005, and from year to year thereafter unless terminated by either party. If either party desires to terminate or modify this Agreement, at any anniversary date, such party shall give the other party written notice by certified mail at least sixty (60) days prior to such anniversary date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the _____ day of _____, 2003, by their officers hereunto duly authorized.

TYSON FOODS, INC.

Kurt N. Schrock

**UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 1529**

Leon E. Sheppard, Jr.

Sylvester Fields

Vivian W. Ramsey

Vernell Jones

Erma A. Trader

Cynthia C. Lee

Joe Sanders

Jim Sanders

Shanda Bass

Bobbie Spruille

Lora Murrell

Sonya L. Stiff

Princess D. Brown

Inez Stevens

Mary Miller

APPENDIX A
JOB & WAGE CLASSIFICATION

	<u>START</u>	<u>90 DAYS</u>	<u>1 YR.</u>
CLASS I (All jobs not listed)	\$ 7.05	\$ 7.55	\$ 8.45
CLASS II Icehouse Operator Chiller Operator Offal Attendant Leg Quarter Strapper Operator	\$ 7.15	\$ 7.65	\$ 8.55
CLASS III Forklift Driver	\$ 7.25	\$ 7.75	\$ 8.65
CLASS IV Knife Sharpener Meat Checkers	\$ 7.30	\$ 7.80	\$ 8.70
CLASS V Live Hanger Dumper Operator Back Dock Forklift Operator Spotter Backup Killer Sanitation Lead	\$ 8.05	\$ 8.55	\$ 9.45
CLASS VI Spotter Truck Driver	\$10.10	\$10.25	\$10.60
CLASS VII Shuttle Truck Driver	\$10.60	\$10.75	\$11.10

After one year of employment, employees shall receive the rate provided above for their job classification. It is further provided that the appropriate premium shall be paid for all upgraded jobs at all of said intervals. A shift differential of \$.35 cents per hour shall be paid when appropriate. The shift differential will apply to maintenance employees.

In addition to the rates provided above, there shall be an additional premium paid based upon length of service, as follows:

Over five but less than ten years:	\$.05
Over ten but less than fifteen years:	\$.10
Over fifteen but less than twenty years:	\$.15
Over twenty but less than twenty five years:	\$.20
Over twenty-five years but less than thirty years:	\$.35
Over thirty years:	\$.45

RATIFICATION BONUS:

Employees with less than 10 years:	\$ 50.00
Employees with more than 10 years:	\$100.00

January 1, 2004 and January 1, 2005, the Wilmington Street facility will receive the same increases as the Jackson, Mississippi Complex Area, or \$0.15 across the board, whichever is greater.

**APPENDIX A
MAINTENANCE**

	<u>START</u>	<u>90 DAYS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
M-1	\$12.20	\$12.80	\$13.60	\$14.10	\$15.10
M-2	11.45	12.05	12.85	13.35	14.35
M-3	10.70	11.30	12.10	12.60	13.60
M-4	10.20	10.80	11.60	12.10	13.10
M-5	9.60	10.20	11.00	11.50	
M-6	9.10	9.70	10.50	11.00	
M-7	8.35	8.95	9.75	10.25	

- M-7: Capable of performing minor repairs, preventive maintenance, adjustment of equipment and passing required mechanical safety test.
- M-6: Knowledge, understanding, and proficiency in two (2) of the thirteen (13) technical areas; Maintenance Fundamentals is required.
- M-5: Knowledge, understanding, and proficiency in three (3) of the thirteen (13) technical areas.

- M-4: Knowledge, understanding, and proficiency in four (4) of the thirteen (13) technical areas.
- M-3: Knowledge, understanding, and proficiency in five (5) of the thirteen (13) technical areas.
- M-2: Knowledge, understanding, and proficiency in seven (7) of the thirteen (13) technical areas.
- M-1: Knowledge, understanding, and proficiency in nine (9) of the thirteen (13) technical areas.

The thirteen (13) technical areas are as follows:

<i>Maintenance Fundamentals</i>	<i>Electrical</i>
Refrigeration	Electronics Level I
Pneumatics	Electronics Level II
Hydraulics	Plumbing
Boiler Control	Power Transmissions
Machine Tool Practices	Mechanical Skills
Welding	

1. Existing maintenance employees will have to test at a higher level before they can advance to another classification.
2. New hires will have one year to test to the level at which they are hired.
3. All maintenance employees will have to pass the mechanical safety category within thirty (30) days of hire. Existing maintenance employees must pass the mechanical safety category within ninety (90) days.
4. When a maintenance employee passes testing to move to a higher rate, he/she must prove abilities within a ninety-day period to receive the pay increase.
5. Maintenance employees cannot test more than two (2) levels above current level without the Maintenance Manager's approval, based on demonstrated skills.
6. Maintenance lead pay of \$1.00/hour.

APPENDIX B

CAUSES FOR CORRECTIVE ACTION

No list of unacceptable behavior is ever complete, so the following causes for corrective action are not all-inclusive. Counseling can therefore be expected for these infractions and similar behavior that interferes with the Company's ability to do business or is abusive of others.

1. Failure to maintain acceptable personal hygiene.
2. Failure to wear required equipment (e.g. smocks, hair nets, protective equipment.)
3. Failure to comply with product safety policies prohibiting the wearing of jewelry, nail polish and fragrances.
4. Failure to meet work standards in assigned jobs.
5. Failure to notify the Company within the first four (4) hours of the scheduled shift when not reporting for work.
6. Failure to report to work station at scheduled time (including after break periods).
7. Failure to maintain a clean working environment, including restrooms, break rooms, parking lot and work areas.
8. Leaving assigned work station without permission.
9. Refusing to obey orders from supervisors or other members of management.
10. Threatening or intimidating co-workers.
11. Using obscene language gestures or acts toward co-workers (including sexual harassment).
12. Unintentionally violating safety rules or committing any other unsafe work habit which results in, or could result in, a serious injury.
13. Sleeping on the job.
14. Reporting to work under the influence of alcohol/drugs.
15. Soliciting during working time or in work areas.

16. Theft or deliberate misuse of co-workers' or Company property.
17. Fighting, assaulting or any physical sexual harassment of a co-worker.
18. Deliberate alteration and/or falsification of employment records, time cards, production reports or any Company documents.
19. Unauthorized possession of firearms or other weapons on Company property.
20. Violation of Company Drug Policy (including alcohol levels above .04).
21. Consumption of or possession of alcohol on Company property.
22. Willfully violating safety rules or committing any other unsafe action which results in, or could result in, a serious injury.
23. Refuse to work at an assigned job.

Certain misconduct may warrant immediate suspension or termination. A system of progressive corrective action is implemented when infractions occur. Misconduct described in Number 1-7 will result in a counseling statement. Infractions of numbers 8-15 will result in a serious counseling statement and may include corrective action of a suspension up to five (5) days without pay. Numbers 16-23 will result in termination.

APPENDIX C
JACKSON (WILMINGTON ST.)
SANITATION DEBONE DEPARTMENT
January 1, 2000

Section 1. All Debone sanitation workers are scheduled to work a minimum of six (6) hours per day unless unforeseen circumstances prevail.

Section 2. The Company has the right to change the work schedule. The Company agrees to make every reasonable effort to insure work is allocated in a fair or reasonable manner.

Section 3. Sanitation shall be paid at time and one-half (1-1/2) for the sixth and seventh consecutive day worked, provided they work all scheduled hours in the current week.

Section 4. Each sanitation worker, subject to USDA or Tyson Quality Assurance inspection who works all of the scheduled hours of their daily work schedule, shall be eligible for up to eight (8) hours per scheduled day, based on the following:

(a) Downtime

If any area or department of the plant suffers production downtime due to reasons that are the responsibility of the sanitation crew, then all members of the crew will receive pay for the hours actually worked on the shift.

(b) Absences

Any absences will make the individual ineligible for this incentive pay plan for the entire week and will be paid for actual hours worked that week.

Individuals who are absent for the following reasons will be eligible for the incentive pay plan the remainder of that week provided proof of the absence is obtained and presented to management.

Time off due to job-related injury, hospitalization of self or minor child or spouse, jury duty, military duty, death in the immediate family, workers compensation leave, and approved LOA. Absence for any other reason must be approved by written prearrangement with management.

(c) Tardiness

All tardies or early leaves will make the individual ineligible for this incentive pay plan for the night the tardy occurs and will be paid for actual time worked. Individuals that have tardies for the following reasons will be eligible for incentive pay: Excused tardies or leaves are defined as time off due to job related injury, hospitalization of self, minor child or spouse, jury duty, military duty, subpoenaed as a witness, death in the immediate family, and workers compensation leave. For pay purposes on excused tardies, subtract the time tardy from eight (8) hours and pay this amount, if qualified for incentive plan. Two unexcused tardies or leaving early in a week will result in clock pay for the week.

Section 5. The Holiday will be observed the shift before the rest of the plant observed Holiday and will be paid according to the Holiday policy.

Section 6. The Company will provide outer protective gear (rain suit) and one (1) pair of boots annually.

APPENDIX D

The Company will implement a fifty-cent (.50) per hour attendance bonus to the employees in the following classifications:

- Live Hangers
- Dumper Operators
- Back Dock Fork Lift Operator
- Back Dock Spotter(s)
- Backup Killer(s)

Bonus is payable to these employees that work all scheduled hours. Vacation will not count as bonus payable hours; however, it will not disqualify for hours worked. FMLA leaves will not disqualify employees for weekly bonus as long as they work some of the week.

IMPORTANT INFORMATION

UFCW Local 1529 Offices:

Main Office:

8205 Macon Road
Cordova, Tennessee 38018
Phone: (901) 758-1529
Toll Free: 1-888-758-1529

Sub Offices:

510 Guidici Street
Jackson, Mississippi 39204
Phone: (601) 353-9300
Toll Free: 1-888-353-1529

218 Second Street
Indianola, Mississippi 38751
Phone: (662) 887-6271
Toll Free: 1-888-887-1529



8205 Macon Road
Cordova, Tennessee 38018