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# AGREEMENT

between

KRAFT FOODS, INC.  
MADISON PLANT

MADISON, WISCONSIN

and

United Food and Commercial Workers  
International Union  
AFL-CIO  
Local No. 538

March 1, 2004 to  
December 10, 2009

167790

- 1. Read this contract carefully.**
- 2. Discuss grievances with your Supervisor and Steward Immediately.**
- 3. Report all injuries to First Aid Department immediately. Ext. 4-6757.**
- 4. Make it a habit to read all bulletin boards.**
- 5. Until otherwise notified, your regular monthly Union meetings are held at times posted on the Union bulletin boards on the third Tuesday of each month at the Union Hall, 2228 Myrtle Street, Madison, Wisconsin.**
- 6. Attend your Union meetings regularly and insist that your department Stewards and officers attend all meetings required of them.**
- 7. Your Union office is open Monday through Friday. The phone numbers are 244-5653 or 244-5654, Extension 4-3790 or 4-3791. The Chief Steward pager is \*347. The Union Representative is pager \*217.**

## AGREEMENT

This Agreement made and entered into by and between KRAFT FOODS, INC., Oscar Mayer Foods Division, Madison Plant, hereinafter referred to as the Company, and Local 538 of the UNITED FOOD and COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the Union.

Witnesseth:

### Purpose of Agreement

1. It is the intent and purpose of the parties hereto that this Agreement shall constitute a renewal of a contract continuously in existence between these parties since June 8, 1937, said contract having been amended from time to time, and that any alterations, changes or modifications herein shall be construed as amendments to that original contract; further, it is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union, and to set forth herein rates of pay, hours of work, and working conditions of employment to be observed between the parties hereto.

2. It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union, which will permit safe, economical, and efficient operation of the plant.

3. If any provision of this Agreement shall be held invalid or in conflict with any state or federal law, it shall be immediately void. The remainder of the Agreement shall not be affected thereby. In the above eventuality;

- a. The Company and the Union shall immediately meet to resolve any issues created.
- b. If resolution is not reached within 30 days, the matter shall be submitted to an expedited arbitration process.
- c. After resolution by either a. or b. above, neither party shall initiate or be party to a legal proceeding regarding the legality of the resolution. However, this does not constitute a waiver of the Union's right to pursue any issue before the NLRB, nor waiver of either parties right to appeal an arbitrator's decision through the courts.

#### **Non-discrimination**

4. Neither the employer, the Union or fellow employees shall discriminate against any individual because of his race, age, religion, sex, color, ancestry, national origin or disability with respect to opportunity for or tenure of employment or with respect to any term or condition of employment or any other right, benefit, duty or obligation created and/or protected by the provisions of this Agreement.

The masculine pronoun wherever used shall include the feminine, unless the context indicates otherwise.

#### **Recognition of the Union**

5. The Company recognizes Local 538, of The United Foods and Commercial Workers International Union, AFL-CIO, as the sole collective bargaining agent for all production and maintenance employees, and agrees to deal with the duly authorized representatives of the Union on all matters relating to grievances, wages, and other con-

ditions of employment.

6. It shall be a condition of employment that all production and maintenance employees of the Employer who are members of the Union in good standing on the date on which this Agreement is signed shall be, and remain members of the Union in good standing during the life of this Agreement and those production and maintenance employees who are not members on the date on which this Agreement is signed shall, on the twentieth (20th) day following the date on which this Agreement is signed, become and remain members in good standing in the Union. It shall also be a condition of employment that all production and maintenance employees covered by the Agreement and hired on or after the date on which this Agreement is signed, shall, upon completion of their probationary period become and remain members in good standing in the Union.

For the purpose of this Agreement, "date of hire", "beginning of their employment" or any similar reference shall mean the employee's starting work-day.

7. The Company shall on the first full week of each month, or on a weekly basis deduct from the pay of members of the Union in good standing, their union dues and assessments for the current month. The initiation fee of the Union shall be deducted by the Company upon completion of the probationary period. No deduction from an employee's pay for either dues or initiation fee shall be made by the Company without the employee's confirmation in writing to the Company through the union of such employee's membership in the Union and acceptance of the checkoff provisions.

8. All Union dues and assessments deducted by the Company under the provisions of this Agreement shall be remitted promptly to the President and Business Manager of the Local Union, whose name shall be placed on file with the Company by the Union in writing.

9. For the purpose of this Agreement, maintenance and production employees shall include all plant production and maintenance employees including warehouse employees, all packing house employees, cafeteria employees, line technicians, temporary supervisors, department clerks, yard, and dump truck drivers, warehouse, city and county truck drivers, garage workers, and all janitors, clean-up employees, and employees in the retail market, but shall exclude over-the-road drivers, salaried supervisors, Unit Managers, guards, all employees in research, office clerical workers, and any salaried employee being trained for sales or supervisory positions.

#### **No Strike No Lockout**

10. During the period of this Agreement, there shall be no strike or work stoppage on the part of the Union membership or lockout on the part of the Company. Any employee either causing a strike or work stoppage or participating in same may be subject to dismissal or disciplinary action.

Because of the perishable nature of these products manufactured and handled by the Company, each party has a continuing obligation during and beyond the expiration of the Agreement or any extended Agreement to provide seven full days advance written notice to the other party of the intent to take action such as strike, or in the case of the Company, Lock-out. This provision shall be

effective as of August 28, 1992. The party failing to give seven full days notice will be held liable for any and all damages suffered by the other party.

11. The Union shall furnish the Company with a written list of its duly authorized officials and stewards and maintain the list up to date. The Company shall likewise furnish the Union with a written list of its authorized supervisors and supervisory personnel and maintain the list up to date.

12. Supervisors shall act in a supervisory capacity only and shall not perform any work covered by this Agreement except in cases of emergency. Any salaried employees being trained for sales or supervisory positions shall not replace employees covered by this Agreement.

#### **Management**

13. The management of the plant and the direction of the working force, including the right to establish reasonable rules and regulations and production schedules, to hire, promote to outside the bargaining unit, or discipline/discharge for just cause shall be vested exclusively in the Company, *provided such action by the Company is in accordance with the terms and conditions of this Agreement and is not used for the purpose of discrimination against any member or members of the Union.*

14. The Union agrees to cooperate with the Company in all matters pertaining to improving and expanding the Company's business, and shall assist in every way possible to promote sale and consumption of the Company's products, and shall do everything within reason to promote a high degree of efficiency in the workmanship of its members.

15. The Union or Union membership shall not object to time studies or studies in efficiency in operation being made in the plant. The establishment of fair and accurate standards is a Company responsibility. An employee benefits from the continuation of a well established and properly administered incentive program and is expected to contribute to the effort to achieve fair and accurate standards. An employee being time studied shall perform his operation in accordance with the Company's instructions and shall cooperate to give a job performance which is sincere and representative of the actual conditions of the operation.

16. A written Warning Interview may be given to an employee when:

- a. He does something which if done again will result in disciplinary action or discharge. However, when an employee commits an act or exhibits an attitude which is so serious that immediate disciplinary action is necessary, no Warning Interview is required.
- b. He loses interest in his job and the quality and/or quantity of work starts to deteriorate.
- c. He is absent or tardy beyond an acceptable standard.

17. The Union shall receive a copy of all Warning Interviews and when practicable the supervisor shall state on the Interview when and under what conditions the record will be removed from the employee's file. The supervisor is not specifically required to establish a withdrawal date of the Warning Interview; however, all Warning Interviews will have a review date at the time they are issued. In the absence of an agreed date when the inter-



view is to be removed from the file, each case shall be considered individually when additional action is necessary or the employee requests that the Warning Interview be withdrawn.

### **Hours of Work**

18. For the purpose of this Agreement, Monday shall be recognized as the first day of the weekly pay period; Sunday shall be the last day of the weekly pay period. Hours worked after the end of the calendar day Sunday, on a shift which begins before the end of the calendar day Sunday, and extends into the calendar day Monday, shall be considered as hours worked in the previous weekly pay period and shall be paid for at time and one-half provided they represent the sixth (6th) working day for the employee and further provided that one of his preceding five (5) days of work has not already been paid for at time and one-half.

19. When the need requires, Saturday may be considered to be a scheduled work day. Employees will be notified by the end of their shift on Thursday if Saturday work is to be scheduled. It is understood and agreed that the above notification shall not apply in cases of emergency work or work beyond the jurisdiction of the Production Department to properly plan or schedule. In such a case employees affected will be notified of the need for Saturday work as soon as practicable thereafter.

20. The regular straight time shift for all employees shall be eight (8) hours in an eight and one-half (8 1/2) hour period which shall allow a one-half (1/2) hour unpaid lunch period.

The regular straight time work week shall be

forty (40) hours. All work performed in excess of eight (8) straight time hours in any one (1) shift or forty (40) straight time hours in any one (1) work week shall be paid for at one and one-half (1 1/2) times the employee's average hourly pay. It is understood and agreed that daily and weekly overtime shall not be paid for the same hours worked or for hours worked for which the employee received time and one-half or double time because of other provisions in this Agreement except where otherwise specifically provided.

21. The Company may require an employee to work more than eight (8) consecutive hours in any one (1) day, but it shall be the employee's choice as to whether or not he works past the tenth (10th) hour unless the failure of the employee to work past the tenth (10th) hour would result in spoilage of product or unless repair work is necessary because of a breakdown. Employees shall be notified at the end of the sixth (6th) hour of work of the Company's intention to work employees overtime on that work day except in the cases of emergency. If an employee feels that this section has been violated he must work as directed and process his grievance through the normal grievance procedure.

22. Regular full-time employees shall receive one and one-half (1 1/2) times the average hourly rate for all hours worked on Saturday.

23. For the purpose of Section 22, Saturday shall be the twenty-four (24) hour period starting at 12:01 A.M. on Saturday. For the purpose of Section 22, the day designated in place of Saturday for employees on continuous operation jobs, as indicated in Appendix B, shall be the con-

secutive twenty-four (24) hour period starting on the day designated in place of Saturday at the same hour of the day as the employee's scheduled starting time on his last scheduled work day prior to the day designated in place of Saturday.

24. The time and one-half provision shall not apply:

To any and all employees who are employed on continuous operation jobs. Employees on continuous operation jobs shall have a regular scheduled day off in place of Saturday, and any work performed on such designated day shall be paid for at one and one-half (1 1/2) times the employee's average hourly rate. Employees on continuous operation jobs, (as indicated in Appendix B) shall be paid a premium rate of 25% for hours worked on the calendar day Saturday. Such premium rate for employee on continuous operations jobs shall be applied to their straight time hourly rates including night premium, if any, and to time and one-half payment for work over eight (8) hours. An employee working two (2) continuous shifts on the occasion of regular shift changes shall not receive the premium rate for the second shift worked. An employee shall not receive the premium rate for a Saturday on which he receives time and one-half pay.

25. Regular full-time employees shall be paid double the basic hourly rate for all hours worked on Sunday. Sunday shall be the twenty-four (24) hour period starting at 12:01 A.M. Sunday. Employees on continuous operations jobs shall have a regular scheduled day off in place of Sunday and any work performed on such designated day shall be paid for at double their basic hourly rate.

26. For the purpose of Section 25, the day designated in place of Sunday for employees on continuous operation jobs, as indicated in Appendix B, shall be the consecutive twenty-four (24) hour periods starting on the day designated in place of Sunday at the same hour of the day as the employee's scheduled starting time on his last scheduled work day prior to the day designated in place of Sunday and any work performed on such designated day shall be paid at double the employee's basic hourly rate.

Employees on continuous operation jobs, as indicated in Appendix B, shall be paid a premium rate of 50% for all hours worked on the calendar day Sunday. Such premium rate for employees on continuous operation jobs shall be applied to their straight time hourly rates including night premium, if any, and to time and one-half payment for work over eight (8) hours. An employee working two (2) continuous shifts on the occasion of regular shift changes shall not receive the premium rate for the second shift worked. An employee shall not receive the premium rate for a Sunday for which he receives double time pay.

27. The Company and the Union may agree in writing, to specific applications which:

- a. Substitute sixth shift for Saturday, and
- b. Substitute seventh shift for Sunday, with regard to overtime payments.

Such substitution will establish specific shifts for which time and one half and double time will be paid regardless of sickness, vacation, holiday or other absences during the previous shifts of the week.

28. Full time employees shall be given preference to work performed on Sundays or holidays.

29. A full time employee who reports for work and works the hours as directed during his scheduled work week shall be guaranteed the following hours at his basic hourly rate.

- a. Forty (40) hours, including eight (8) hours holiday pay per holiday during the following holiday weeks:

Easter Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, and Christmas Day. When one of these holidays occurs on a day other than during the first five (5) regularly scheduled shifts in an employee's work week as outlined in Appendix A, and there are no other holidays in that week, the employee's guaranteed work week shall be thirty-six (36) hours and holiday pay shall not be included in this guarantee.

- b. Thirty-six (36) hours during other work weeks, including the holiday week of New Year's. On the day before New Year's, the Company shall make every effort to work as short a day as possible and shall make every effort to see that all employees are out of the plant by 8:00 P.M. except those on continuous and compressed operations jobs. On the day preceding New Year's, employees who must work past 8:00P.M. (except those on continuous and compressed operation jobs) shall be paid at the rate of time and one-half their average hourly rate for all hours worked after 8:00 P.M. The thirty-six (36) hour guarantee during this week includes the eight (8)

hours of holiday pay. When New Year's Eve does not fall during an employee's regularly scheduled work week the forty (40) hour guarantee, including eight (8) hours of holiday pay shall apply.

- c. Only the hours an employee works during the first five (5) regularly scheduled shifts in his work week, as outlined in Appendix A or as constituted at the beginning of his work week for an employee on a continuous operation job shall be applicable to his weekly guarantee. Any changes in the days that make up the first five (5) regularly scheduled shifts as outlined in Appendix A shall be subject to negotiations.

When in the event of flood, fire or a power failure which is a direct result of an act of nature, the Company is unable to provide work, other than emergency work in a department, the weekly guarantee when applicable shall be reduced for the affected employees by seven (7) hours for each day beginning with the second day of such occurrence.

30. In the event of unexcused absences, employees shall forfeit their total guarantee for the week. In the event of excused absences, the employee's guarantee shall be reduced by the number of hours worked by his group on each day of such absence during the week. In the event of tardiness, employees shall have their guarantee reduced by the extent of their tardiness during the week. For the absences listed below, employees will have their guarantee reduced according to the following:

- a. An employee off sick all week automatically

- breaks his guarantee for that week.
- b. An employee absent because of sickness or Accident shall have his guarantee reduced by 7.2 hours for each full shift he is absent in his scheduled work week.
  - c. An employee who starts work on his scheduled shift and is sent home sick shall have his guarantee for that week reduced by the difference between the hours worked and 7.2 hours unless he has already worked more than 7.2 hours, in which case the actual hours worked will apply toward his weekly guarantee.
  - d. An employee excused for part of a day to make a doctor's appointment, as defined in section 45 of the labor agreement, shall have his guarantee reduced by the number of hours worked by his group on that shift.
  - e. An employee excused for jury duty, as defined in Section 86 of the Labor Agreement, shall have his guarantee reduced by the number of hours worked by his gang for each shift he is absent for jury duty in that week.
  - f. An employee excused for funeral leave, as defined in Section 88 of the Labor Agreement, shall have his guarantee reduced by the number of hours for which he receives funeral leave pay.
  - g. In items (b) and (c) above, 8.0 hours shall be substituted for 7.2 hours in a work week where the weekly guarantee is the equivalent of thirty-two (32) hours plus eight hours of holiday pay.

31. Employees may be required to work temporarily in another department to fulfill the guaranteed thirty-six (36) hours per week, provided necessary additional equipment, clothing and safety training are furnished. If it becomes necessary to loan a regular employee to another department to qualify for the above guarantee, when practicable it shall be the employee with the least department seniority and his rate shall not be reduced. However, if the employee does not elect to accept the loan, he voluntarily breaks his guarantee for that work week.

32. Where no weekly guarantee is involved, employees shall be required to accept loans to other departments to perform necessary work and when practicable it shall be the employees with the least departmental seniority and their rate shall not be reduced.

33. Newly hired employees who began work after the first work day in their department shall be paid only for the hours they work in the week.

34. An employee who is recalled from layoff after the first work day of a scheduled work week in accordance with the seniority provisions of this contract shall be entitled to:

- a. The applicable guarantee for the week in which the employee was recalled or:
- b. If such guarantee is not met in the week of recall, the employee shall be entitled to the applicable guarantee for the week following recall.

An employee who is recalled from layoff but is excused under the provisions of Section 178 (f) for additional time before reporting,



shall be considered an excused absence during that time. An employee displaced by the operation of the seniority provision in Section 120, or by the return of an absent employee shall not be entitled to any weekly guarantee for the week of such displacement. An employee who obtains employment through the operation of Section 124 shall have his guarantee reduced by the number of hours worked by his new gang prior to such employee's starting to work.

35. Any overtime hours worked shall apply towards the employee's guarantee for the week, but any overtime penalty shall be paid in addition to the guarantee.

36. A full-time hourly paid employee who reports for work, without previous notification not to report for work, shall be guaranteed a minimum of four (4) hours work or pay in lieu of work for that work day and such pay shall be at his basic hourly rate. Such guarantee time shall start at the time the employee is directed to report for work on that day. If an employee is tardy, his guarantee shall be reduced by the extent of his tardiness.

37. An employee who has completed his regular scheduled day's work, and has left the plant premises, and is recalled to perform emergency work, shall be paid for all time worked following such recall up to his regular starting time, at one and one-half (1 1/2) times his basic hourly rate and shall be guaranteed a minimum of four (4) hours work at one and one-half (1 1/2) times his basic hourly rate. In addition to the payment of this penalty, the calculation of daily overtime shall be based on the total hours the employee worked and

daily overtime, if any, shall be payable for the number of consecutive hours worked over eight (8).

The provisions of this section shall apply to an employee who is recalled to perform emergency work more than three (3) hours before his pre-arranged starting time. An employee recalled to work three (3) hours or less before his pre-arranged starting time shall be considered to have had his starting time changed and the provisions of Section 42 shall apply.

38. Employee shall not be required to work more than three (3) continuous hours without a rest period. The first rest period in a day shall be twenty (20) minutes, all others fifteen (15) minutes; however, upon mutual agreement between the Union Business Representative and the Company, employees in a department or a work group may be allowed to substitute the first meal period for the first rest period. In the event of such a substitution, the three (3) hour rule in this section will be applied to the first meal period and the five (5) hour rule established in Section 39 shall apply to the first rest period. Employees are expected to take such rest periods.

39. Employees required to work more than five (5) hours consecutively without their first meal period shall be compensated at time and one-half (1 1/2) their basic hourly rate for all time worked in excess of five (5) hours until the first meal period is granted except five and one-half (5 1/2) hours may be worked in case of mechanical breakdown or when it will complete the day's work. The time and one-half provision may be waived upon mutual agreement by the Union Business Representative and the Company. However, when a waiver has

not been signed, the grievance must be brought up within sixty (60) calendar days from last day of violation and the maximum retroactive liability for time and one-half pay under this provision shall not exceed payment for the violations which occurred in the sixty (60) calendar days immediately prior to the day of the last violation. Such time and one-half shall be paid in addition to all other overtime penalties.

40. On operations where the job requires the continuous attention of an employee, upon agreement between the Company and the Union the employee shall be permitted to eat lunch on the job and he shall be paid his regular rate for the time so spent. This agreement does not jeopardize the employee's rights to payment for meals after the tenth (10th) hour of work.

41. Employees working more than ten (10) consecutive hours shall be given their second lunch period of twenty (20) minutes not later than the tenth (10th) hour of work, and the Company agrees to reimburse the employees \$3.00 meal pay through payroll. The employee shall suffer no loss of pay for time spent in eating. This provision shall not apply if the second (2nd) meal period cannot be granted due to mechanical breakdown. In such cases, ten and one-half (10 1/2) hours may be worked. An additional meal period of twenty (20) minutes and the \$3.00 meal pay shall be reimbursed for each succeeding consecutive five (5) hours of work. It is intended that employees shall, for the purpose of this Section, be given time to eat, and only in case of emergency or the cafeteria not being open to serve a proper meal, should the employee be asked to complete a day's work, and

be credited with twenty (20) minutes time worked. The \$3.00 meal pay will be reimbursed on the employee's paychecks.

42. It is agreed between the Company and the Union that eight (8) hours shall elapse between the completion of one shift for an employee and the starting of a new shift except when such elapsed time cannot be granted because of equalizing of hours between employees or when emergency call-in as provided in Section 37 is involved. When starting times are changed, notice must be given in accordance with the following provisions:

- a. Twenty-four (24) hours notice must be given to an employee before he is transferred from one shift to another.
- b. Notice shall be given to an employee before leaving the Company premises by the end of his day's work if he is to report to work the following day at an earlier or later starting time than the time he had started to work on his present shift.
- c. In case notice is not given as provided in (a) and (b) above, the employee shall be paid at the rate of one and one-half (1-1/2) times his basic hourly rate for the first four (4) hours of work. This time and one-half provision may be waived upon mutual agreement by the Union Business Representative and the Company. In addition to the payment of this penalty, the calculation of daily overtime shall be based on the total hours the employee worked and daily overtime, if any, shall be payable for the number of consecutive hours worked over eight (8).

- d. In case notice is given to an employee before leaving the Company premises but before a day's work is completed and he is to report for work for the purpose of finishing up that day's shift within twenty-four (24) hours from the time he started that day's shift, the employee shall be paid at the rate of one and one-half (1 1/2) times his basic hourly rate for all hours worked in the second half of that split-shift.
- e. In case notice is not given to an employee before leaving the Company premises during the shift preceding the shift where a change of starting time is involved and this change of starting time requires an employee to report for work prior to the expiration of twelve (12) hours from the completion of his previous day's work, he shall be paid at the rate of one and one-half (1 1/2) times his basic hourly rate for the first four (4) hours of work. This time and one-half provision may be waived upon mutual agreement by the Union Business Representative and the Company. In addition to the payment of either of these penalties the calculation of daily overtime shall be based on the total hours the employee worked and daily overtime, if any, shall be payable for the number of consecutive hours worked over eight (8).

43. There shall be established approximately equal distribution of work hours available for all regular employees within each gang as far as practicable and with due consideration to job rights. This does not obligate the Company to give all employees in a gang the same number of hours of

work per week, but the hours of work within the gang shall be equalized over a period of time to the extent practicable and with due consideration to job rights. The Production Manager and the Union Representative shall agree as to what shall constitute gangs for the purpose of this Section only.

44. Employees who are injured at work, must report such injury to their supervisor, if available and the First Aid Department promptly, regardless of how slight the injury may be. Medical treatment by the First Aid Department, in a doctor's office, or a hospital for employees who suffer occupational injuries or illnesses shall be furnished by the Company. Appointments with doctors for such employees shall be scheduled by the First Aid Department. If an appointment cannot be made after working hours, the employee shall be compensated at his basic hourly rate for time lost from work, if any, as a result of keeping the appointment.

When an employee who is injured at work is required by the Company to be examined by the Company Doctor in the First Aid Department at hours other than during his scheduled shift, he shall be paid at his basic hourly rate for the period spent in such examination starting at the time he is scheduled to report until the time he is released from the First Aid Department.

45. When it is necessary for employees to be excused from work for part of a day to fulfill an appointment in a doctor's office which cannot be made after working hours for treatment of non-occupational accidents or illnesses, they shall be given an excused absence.

46. An employee who suffers a compensable injury and is sent home by the attending physician,

the First Aid Department or their representative, shall be paid at his basic hourly rate for the time lost from his gang on that shift.

47. Employees who suffer a compensable injury that requires treatment in the First Aid Department before or after working hours shall be paid at their basic hourly rate for the treatment time. The request for this treatment must have been made in writing either by a member of the First Aid Department or the employee's supervisor. Treatment shall not include the change of dressings which are necessary for protective or hygienic purposes.

48. An employee who is required by the Company to take a periodic physical examination, shall be given such examination during working hours and such time as is necessary for the examination shall be paid for by the Company at the employee's basic hourly rate.

An employee being recalled from layoff who is required to take a physical examination shall be paid at his basic hourly rate for the time necessary for the examination, starting from the time he is scheduled to report until the time he is released from the First Aid Department.

An employee required to be examined by the Company physician to determine physical fitness for returning to work following an absence as a result of an injury or illness shall be paid at his basic hourly rate for the time necessary for the examination, starting from the time he is scheduled to report until he is released from the First Aid Department. So, that the employee returning from an illness or injury shall lose as little time from work as possible, the Company shall, whenever practi-

cable, schedule such physical examinations before the day the employee is scheduled to return to work. To be eligible for this provision, an employee must inform the Company of his anticipated date of return at least three (3) working days in advance of that date.

49. Employees returning to work following a non-occupational injury or illness shall not be required to furnish a doctor's certificate for any period up to and including three (3) days absence; however, employees, eligible for sick leave payments in accordance with Sections 191-200 are required to provide medical evidence acceptable to the Company as spelled out in Section 191 (d). If an individual employee has a record of frequent absences, the Company may notify such employee, in writing, with a copy to the Union Office, that it may require proof of illness for absences of less than three (3) days.

50. Effective 01/01/01, the following days are paid holidays:

- Personal Holiday
- New Year's Day
- Easter Monday
- Memorial Day (Last Monday in May)
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve Day
- Christmas Day

For each of the above holidays not worked all regular full-time employees shall be paid for eight



(8) hours at the basic hourly rate of pay they received on the day before the holiday or on the holiday in case they worked on the holiday. All part-time workers (not including casual workers) shall be paid four (4) hours at the basic hourly rate of pay they received on the day before the holiday or on the holiday in case they worked on the holiday.

If the Personal Holiday is not taken during the year, it shall be paid out in the first pay period of the following January.

51. To be eligible for holiday pay the employee must report for work and work the hours as ordered on the holiday, on the last scheduled work day before the holiday, and the first scheduled work day after the holiday; except, only employees on continuous shift operations shall be required to work on Christmas, New Year's Day, Labor Day, and Thanksgiving. An employee whose shift extends into a holiday shall be required to complete the shift. Holiday pay shall be allowed due to excused absences on any of these days because of:

- a. Death in immediate family (father, mother, husband, wife, sister, brother, son, daughter, foster children, step-children, step-parents, grandmother, grandfather, grandchild, or any in-law relationship of the same type), or,
- b. Wife giving birth to a child, or,
- c. Sickness or accident provided:

(1) Employees who have less than one year's continuous service qualify for holiday pay only if the absence commenced within five (5) calendar days before the holiday or on the day after the holiday, and the employ-

ee has properly notified the Company of his disability and presented a statement from his physician if such is requested by the Company.

- (2) Employees who have more than one (1) year's continuous service qualify for holiday pay only if the absence commenced within thirty (30) calendar days before the holiday (unless receiving sick leave benefits) or on the day after the holiday and, the employee has properly notified the Company of his disability and presented a statement from his physician, if such is requested by the Company.

- d. Other extenuating circumstances which are felt to justify holiday pay if employee's service record is satisfactory.

An employee absent as a result of disciplinary action for a period which includes the day before the holiday or the day after the holiday, but not the holiday shall receive holiday pay. An employee absent as a result of disciplinary action for a period which includes the day of the holiday shall not be entitled to holiday pay for that holiday.

52. If a holiday occurs within an employee's vacation period he shall be paid eight (8) hours pay at his basic rate of pay in addition to his vacation pay.

53. If the holiday occurs while an employee is receiving or will receive Worker's Compensation benefits, the employee shall be paid holiday pay less the amount of the daily compensation benefit, unless he would have been on layoff, in which case

the provisions of Section 57 shall apply.

54. When full-time employees work on a holiday, they shall receive eight (8) hours holiday pay at their basic hourly rate of pay, plus double time for all hours worked. When part-time employees work on a holiday, they shall receive four (4) hours holiday pay at their basic hourly rate of pay, plus double time for all hours worked. When casual employees work on a holiday, they shall receive only double time for all hours worked.

55. If any one of the listed holidays except Christmas Eve Day falls on a Sunday, it shall be observed on Monday. Holidays falling on Saturday and Christmas Eve Day falling on Sunday and not worked shall be compensated at the same rate as holidays falling on other days of the week.

56. Such hours for holidays not worked shall apply as hours in computing the weekly guarantee as outlined in Section 29 but shall not apply toward hours over forty (40) for weekly overtime as outlined in Section 21.

57. Employees shall be allowed holiday pay if they are laid off on the scheduled work day previous to the holiday and they shall also be entitled to holiday pay if they are recalled on the first scheduled work day following the holiday, provided the scheduled work day previous to the holiday or the scheduled work day following the holiday falls in the same work week as the holiday. For the purpose of this section, a Sunday holiday celebrated on Monday shall be considered a Monday holiday.

58. Stewards who are working shall be given necessary time off, without pay, to attend night Union Meetings and special night Union Meetings

provided there is no interruption of production and notification has been given the department supervisor. On special agreement with the Company, stewards shall also be allowed time off, without pay, to attend meeting called by the Union during the day. Such time off shall not exceed three (3) hours.

59. Employees attending conventions, conferences, and other Union duties, except in the settlement of grievances and contract negotiations, shall absent themselves without pay to attend to such duties. Pay for time spent in settlement of grievances and contract negotiations shall not exceed gang time. A maximum of four (4) employees shall be paid for time spent in contract negotiations.

#### **WAGES**

60. The wage rates in effect immediately prior to the effective date of the Agreement as adjusted pursuant to the Memorandum of Agreements dated June 27, 2000 and September 22, 2000, and as adjusted pursuant to any provisions of this Agreement, shall remain in effect for the life of this Agreement.

61. Employees shall be paid according to the agreed rate schedule. Production and Maintenance wages will be increased as follows:

December 10, 2004	\$ .35
(Retroactive to 3/1/04)	
December 10, 2005	\$ .25
December 10, 2006	\$ .25
December 10, 2007	\$ .25
December 10, 2008	\$ .30

## NEW HIRE RATE

The starting rate for Production workers hired on or after July 7, 2000 will be \$2.00 below the base rate. The progression rate for Production workers will be capped at no more than 3 years in length, paid out in 6 month increments as follows: \$.50/\$.50/\$.25/\$.25/\$.25/\$.25 until the rate of the job is reached. Appropriate brackets will be added to the wage rate at the completion of the first six (6) months of employment. All increases will be effective on the first day of the work week following each six (6) month period.

### 62. Cost-of-Living Allowance:

The Company agrees that in the event the Company and the Union agree in the future to utilize COLA, the deleted language previously in the Labor Agreement will be reinstated.

63. *Rates and the effective date of rates for any new or changed jobs shall be the subject of negotiation. When agreement on a rate is not reached, it is understood the Company may put its proposed rate into effect and post the job, stating on the posting notice that the rate is still subject to negotiation. The rate disagreement shall be referred to the Production/Materials Manager and/or the Rate Committee and then to the Plant Manager or his deputy and the international Vice President of the Union or his deputy for settlement. When settlement is reached, the rate shall be paid retroactively to the date the Company's rate was put into effect but the Company shall not be required to repost the job.*

64. The Company further agrees to provide the Union with a job classification and job description

showing the major factors of work to be performed on each job.

65. When an employee is required temporarily to fill a job paying a higher rate of pay for more than one (1) day per week, the employee shall receive the higher rate effective on the first day; when an employee is required because of gang reduction due to lack of work to fill a job paying a lower rate for more than five (5) days, the employee shall receive the lower rate effective on the Monday following the fifth day of work, except an employee transferred to another department in lieu of layoff shall have his rate reduced on the first day. An experienced employee capable of satisfactorily performing a higher rated job on which he is placed shall receive the rate of the higher rated job effective on the first day of such placement.

An employee with seniority in the department who, as a result of job posting, has been placed on a higher rated job and who may require training on such job shall be paid at a rate not less than \$.10 per hour below the established job rate for the period of such training but he shall not be paid less than the common labor rate or less than the rate he was receiving if it is within \$.10 per hour of the rate of his new job.

A probationary employee or one without department seniority who is placed on a rated job and who may require training for such job shall be paid the full job rate when he is experienced on the job and capable of satisfactorily performing it but he shall not be paid less than the common labor rate.

All employees on such learner rates shall receive any condition premium rates as established in the agreed wage rate schedule.

66. An employee shall have one rate under this Agreement, which shall be the rate of the highest rated job to which he is regularly assigned.

67. When an employee (over-rated on his regular job) agrees to be loaned or is temporarily moved or transferred to another job at the request and/or the convenience of the Company, the employee shall be guaranteed his previous over-rate when he returns to his former job.

68. If, as a result of an agreement between the Company and the Union, a job rate is reduced, the employees on the job at the time of the rate reduction shall not have their hourly rates reduced to conform to the new rate, but all future employees on the job shall be paid the reduced rate. When an employee who carries an over-rate accepts a posted job of equal or higher rate, or when requested refuses to take a posted job on his shift of equal or higher rate, such employee shall forfeit permanently all claims to such over-rate.

Where a new job involving the use of new equipment which is of the nature of technological change is substituted for an old job, the authorized rate at the plant involved for the new job shall not be less than the authorized rate for the old job. Authorized wage rates so maintained shall not be used for the purpose of comparison with other jobs at the plant involved nor shall they be considered in evaluating the rate for other new jobs in that plant. *The rates, however, may be used for the purpose of comparison for determining the rate of the same job in a new plant.*

69. Rates for jobs performed in the freezer are shown in the established wage rate schedule of the Freezer Department and include the \$.15 per hour

freezer premium. An employee whose rate does not include a freezer premium and who is assigned to work in a freezer shall receive in addition to his regular rate \$.15 per hour irrespective of the work he performs in the freezer. In no case shall a qualified employee receive less than the established freezer rate for the job performed by him.

It is agreed however that such rate shall apply only when an employee has accumulated one or more hours work in a freezer on a shift. Any employee whose rate already includes a premium for working conditions shall receive only the difference between his premium and the \$.15 per hour freezer premium when he works in a freezer.

70. Employees who have ten (10) year of service in the employ of the Company and have become unable to handle their jobs, shall be given preference to such other work as is available. Wages paid to such employees shall be the wage of the job assigned.

The Company and the Union Business Representative can establish certain jobs in each department for the placement of employees who have become unable to handle their previous jobs and such jobs shall be exempt from the posting and bumping procedures.

71. The hourly rate shall be increased by \$.15 per hour for work performed between the hours of 6:00 P.M. and 6:00 A.M. with the exception that any employee starting between 6:00 P.M. and 2:00 A.M. shall receive the additional \$.15 per hour for his entire shift.

72. Time allowed for preparing special tools, etc., shall be added to the employee's daily work



time.

73. The Company shall continue laundering all employee's work clothes.

74. The Company shall furnish employees the following safety devices whenever their use is necessary for the protection of the employee:

Safety helmets	Hook pouches
Mesh gloves	Knife pouches
Respirators	Knife boxes
Rubber aprons	Rubber gloves for
Knife guards	ham form washers
Head masks	Dust and gas masks
Wrist guards	Goggles
Rain coats	Chain rings
Boots for cleaning	Gloves where it is
tank cars	mutually agreed
and sewers	their use if
Meat hooks	required as safety
Welders leather	device
gloves	Rubber discs
	for steels

The Company shall furnish boots for the use of all employees in the Night Production Clean-Up Crew, employees on the jobs of Dry Cure Box Washing, Sausage Loaf Pan Washing, Trash Hauling, all employees in the inedible Department, Tree Washers in Department 125, Salt Haulers in department 300, and Trouble Shooters (plumbers) in Department 880.

All equipment and safety devices that are 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 reasonable care has been taken of all equipment and

safety devices and provided Company furnished equipment and safety devices are accounted for by the employee.

75. Freezer employees, including those employees who are required to work temporarily in the freezer and those employees who regularly go in and out of the freezer shall be furnished with a freezer jacket, overshoes and gloves by the Company.

76. No employee working in a warm room shall be transferred or loaned to work in a cooler or freezer unless the employee is given time to cool off. Such preparation time shall not exceed fifteen (15) minutes and the necessary preparation time shall be credited to the standard hours of the job to which the employee is being transferred or loaned.

77. An employee regularly wearing prescription glasses shall be furnished prescription safety glasses by the Company, if the nature of his work requires such protection; however, prescription for such glasses shall be provided by the employee.

78. Any safety item furnished the employee, shall remain the property of the Company and shall be replaced as needed, provided the old piece of equipment is accounted for by the employee.

79. Hair nets and Bump Caps shall be furnished by the Company where it is required they be worn. They shall be replaced as needed, provided the old article is accounted for by the employee.

80. It is agreed that knives, steels, and whetstones shall be furnished to those employees required to use them. They shall be replaced as needed, provided the old article is accounted for by the employee.

81. Maintenance Department, Garage, and Power Plant mechanics who are required to furnish and maintain a set of tools for their job shall be paid the sum of two dollars (\$2.00) per week in lieu of furnishing of the tools by the Company if said tools are valued at more than \$52.00. Metric tools shall be made available by the Company when necessary.

82. An employee called to serve on jury duty shall be excused from work upon presentation to the Company of a court order requiring his service. Such employee shall be paid the difference, if any, between jury pay and gang time at his basic hourly rate for each day of such service, including holidays, provided he furnishes evidence from the court as to the number of days served and the amount of pay received. Such jury service shall include the days when an employee is required by the court to report for jury service.

83. An employee who is a member of the National Guard or Reserve shall be granted in addition to any vacation earned, an excused absence of up to thirty-one (31) days in any one calendar year for annual Encampment, Reserve Training or Cruise, or local or state emergencies when required to serve. After one year's continuous service all such National Guard members or reservists who are required to go to an annual Encampment, Reserve Training, or Cruise, or local or state emergencies shall be allowed the difference, if any, between their basic hourly rate at forty (40) hours per week and the pay they receive from the Government for a period not longer than thirty one (31) days in any one calendar year.

84. When a regular full-time employee is absent

from work because of the necessity of arranging for or attending the funeral of a member of his immediate family, the Company will pay him for eight (8) hours at his regular basic rate of pay for each day of such absence up to a maximum of three (3) days provided that:

- a. The employee is on the active payroll on the date of the death of the member in his immediate family and,
- b. The employee notifies the Company of the necessity of his absence not later than the first day of such absence.
- c. Payment will be made for a day of absence only if such day is one of the three days either commencing with the day of such death or with the day immediately following the day of such death and is the day during which the gang in which the employee is employed did work and on which the employee would have worked had it not been for the absence and,
- d. No payment will be made for any day of absence which is later than the day of such funeral except where substantial travel time is required to attend such funeral and,
- e. The employee, when requested, furnishes proof satisfactory to the Company of the death, his relationship to the deceased, the date of the funeral and the employee's actual attendance at such funeral.

For the purposes of this paragraph, a member of the immediate family means only the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster children, step-

children, step-parents, grandmother, grandfather, grandmother-in-law, grandfather-in-law and grandchild.

85. The Company agrees that it has the sole responsibility to provide a safe work place and to correct safety hazards, and that nothing in this Agreement shall imply that the Union has undertaken or assumed any portion of that responsibility.

In an effort to promote the safest possible working conditions, the Company shall continue to maintain the direction and development of an active Plant Safety Committee. Membership shall be limited to a total of fifteen (15) of whom twelve (12) shall be plant employees appointed by the Union Business Representative. The Union Business Representative shall be a standing member of the Plant Safety Committee and in his absence he may appoint one of the Chief Stewards to be his delegate.

86. Tenure of any one member shall be limited to one (1) year. Once each six (6) months, one-half of the membership shall be replaced by new members.

The Safety Committee shall convene once each month and at such other times as the Committee shall determine in order to carry out its functions as set forth in this Section. The duties of the Committee shall include the review and investigation of safety practices and rules and health and safety conditions in the plant and the handling of safety complaints. At least one Employee Member and Management Member, unless the Committee decides on a larger number, will be permitted to accompany OSHA inspectors on a plant inspection tour. Committee Members will be permitted to

make their own inspections of plant conditions as are reasonably needed (provided that this shall not be abused), subject to such controls as the Committee may impose. Working hours lost by Employee Committee members in the performance of their duties as members of the Committee shall be compensated by the Company at their regular hourly rates (or average incentive earnings).

87. The Safety Manager shall be in charge of all activities of the Committee, including assignment of projects, conducting of meetings, and following up on recommendations to management.

The Company shall take minutes of the Joint Safety Committee meetings and promptly furnish copies of such minutes to the Union and to the Employee Members of the Safety Committee.

88. a. The Union agrees to render all possible assistance in encouraging the employees to obey all safety rules. The Company agrees to render all possible assistance in eliminating all safety hazards reported by the Committee.

b. The Company shall provide such training programs as are reasonably necessary to assure that each employee, in connection with his respective job, is adequately trained in the precautions and procedures required for safety in maintenance, handling and use of facilities, equipment, machinery, chemicals, and apparatus. Two (2) employee members of the Safety Committee shall be permitted to attend the annual National Safety Conference, at Company expense plus lost wages.

- c. The Company shall provide to the Union a list of all known hazardous substances and processes in use in the plant, giving the chemical name and trade name of each, and stating the known dangers and harmful effects of each and the known threshold levels or measurements or other factors which may give rise to such dangers or effects.
- d. The Company shall furnish to the Union, at time of filing copies of all reports submitted by the Company to OSHA.
- e. Procedure for correcting hazards:
  - (1) In the event an employee detects what he believes to be a hazard to health and safety in his working area, he shall have the right to contact his immediate supervisor, who, if in agreement with the employee, shall take immediate action to eliminate the hazard.
  - (2) If the employee believes that the hazard has not been eliminated, such employee shall have the right to contact the plant Union Safety Representative.
  - (3) If the Union Safety Representative believes that the hazard has not been eliminated within a reasonable time, he may contact the plant Safety Manager and they shall attempt to resolve the problem.
  - (4) If the Union Safety Representative believes that the hazard still exists

and that it has not been eliminated with reasonable promptness, such representative shall have the right to present a grievance for submission to immediate arbitration. The question of the safety hazard will be submitted to an arbitrator who is a qualified safety professional.

- (5) The Union Safety Representative shall be an officer or steward of the Local Union at the plant and will be compensated for work time lost in the performance of the duties of the position.

#### **Incentives**

89. a. Incentive standards have been provided for many jobs. These incentive standards determine the standard output for a job and provide the opportunity to earn additional wages by performance in excess of standard. Incentive standards are based on condition, raw material, method, equipment, and quality specification. If there has been a change either by the Company or by the employee in the condition, raw material, method, equipment, or quality specifications, it shall be necessary to revise the standard.
- b. The Company guarantees that there shall be no revision in incentive standards unless:
  - (1) There is an error in the computation of the standard, or
  - (2) The job has been changed from the



condition, raw material, method, equipment, or quality specification on which the effective standard was established.

- c. When an incentive standard is revised, only those elements of the incentive standard affected by the change shall be revised.

90. A revised incentive standard shall provide the opportunity, consistent with work input, for earning approximately the same incentive pay that existed under the previous standard when applied to the condition, raw material, method, equipment, and quality specification on which the previous standard was originally based except:

- a. In cases of an error in the computation of the previous standard.
- b. When utilizing gang balance (time available for work).
- c. When a machine process, line speed, or crew size exercises control over the operation and limits the rate of input.

91. a. If there is a change in condition, raw material, method, equipment, or quality specification on which an incentive standard has been established, the Company shall notify the Steward and the employees on the job that it will restudy the job and establish a revised standard as soon as possible.

- b. During the interim time, the job shall be performed on either nonstandard or retroactive status. The employee shall be notified of the status that will be used for

the job. Retroactive status shall be used when the condition, raw material, method, equipment, and quality specifications are sufficiently well established to permit standards application.

- c. At the time that the necessary studies are to begin the Department Steward and the employees on the job shall be notified that the studies to revise the standard are being started.
- d. When the revised standard is ready for application the Industrial Engineering Department shall inform the Union Business Representative and the Department Steward through the issuance of a letter of standards transmittal. This letter shall include:
  - (1) The revised standard with a comparison to the previous standard.
  - (2) The error, if any, made in computation of the previous standard.
  - (3) The changes in condition, raw material, method, equipment, or quality specification.

92. Delays due to mechanical breakdowns and other interruptions of work of longer than ten (10) consecutive minutes (.17 hours or more) shall not be charged to the incentive job. Minor delays of ten (10) consecutive minutes or less (.16 hours or less) shall be charged to the incentive job. These minor delays are part of the normal conditions of the job and credit for the average occurrence shall be provided for through the use of delay allowances included in the standard.

93. Credit shall be given for temporary conditions of additional work not included in the standard through the use of allowances provided it is possible to compute the additional time required. If it is not possible to compute the necessary additional credit, the work shall be performed on a non-standard basis.

94. Employees who are working on incentive pay jobs shall be notified of their incentive earnings in the following manner:

- a. All pertinent information regarding the performance of each individual or group working on bonus shall be posted in their department if possible on the day following the performance of their work.
  - b. This information shall include the operators who were on the job, the number of actual hours spent on the job, and the number of bonus hours earned, delay time, and the bonus percentage of the individual or bonus group.
95. a. When an employee is transferred out of his *regular incentive group*, at the direction of the Company, after performing his regular job for part of the day, he shall be paid the bonus percentage of his regular incentive group for that day for the number of hours he had worked with his regular incentive group. If requested by the Union on a specific job, separate time and production records may be established if practicable, in order to protect the *incentive earnings the employee had earned up to the time of his transfer*. The above shall apply even though he may earn no

incentive pay on the new job during that day.

- b. When an employee is moved out of his regular incentive group to another incentive group, the time necessary for such changeover shall be credited to the standard hours of the job to which he is being moved.

96. a. In case an employee is moved temporarily at the Company's request out of his regular incentive group to another job where he earns less than the incentive earnings of his regular group, that employee shall be guaranteed the incentive earnings that he would have made in his regular incentive group providing:

- (1) That there is work performed on his regular job by someone with no job rights or less rights on that job, and
- (2) That the employee's lower incentive earnings are not due to his unwillingness to produce.

b. This guarantee shall not apply:

- (1) If an employee is restored to a job on which he holds job rights.
- (2) If the employee is a crew leader.

97. In case an employee in a reduced status within his seniority department is not moved into his regular incentive group or on to his regular job in accordance with his established job rights he shall be guaranteed the incentive earnings he would have made had he been assigned to his regular job in accordance with his established job rights. This provision shall apply only when a job is

filled by another employee with less job rights and when the job is open for its full duration on any one day or more. When an employee is not on the shift where the job opening occurs the provisions of Section 42 shall prevail before this guarantee is applicable.

98. Where the same work is performed on both a day and night shift, employees shall not be removed from bonus work and the work given to the night shift except when the new work given the day shift is necessary to meet production schedules or guarantee on either shift.

99. When incentive standards are in dispute they shall be handled as a special grievance and the provisions of Section 211 shall not apply.

- a. In a standards dispute the aggrieved employee accompanied by the Department Steward, if the employee desires, shall meet with the employee's supervisor and the area industrial engineer. If a group of employees is involved the Steward shall represent the employees. It is the intent to settle standards grievances through the establishment of a complete understanding of the facts relating to the problem. In order to achieve an early resolution of the grievance, the Company shall:

- (1) Show to and discuss with the Department Steward, the Union Business Representative and the employee the details of the standard. This discussion shall include the details of the old method as compared to the new method, the performance of the operator during the time studies, the PR

- allowances included, other allowances, the frequencies, time values, and the performance rating.
- (2) If the discussions indicate that further check studies or frequency checks should be made to obtain added facts or verify the information in the original studies, the Company shall make these check studies within ten (10) working days from the date of the request.
  - (3) In cases that involve comparisons between old and new standards, element breakdowns shall be prepared for comparison purposes on both the old and new standard. If possible, the former method shall be reconstructed and an element breakdown developed which is similar to the new standard element breakdown.
  - (4) When the standard being disputed is a single standard applied as part of a group of standards, the Company when requested shall, if practicable, provide a separate job number for the standard in dispute. Production and time records shall be kept to prepare separate efficiencies for the disputed standard. This procedure shall be extended only as long as it is necessary in order to resolve the grievance.
- b. If the grievance is not settled at this step it shall be taken before the Industrial Engineering Manager. However, since it is recognized by both parties that it is extremely desirable that work be performed for a rea-

sonable time under the disputed standard, employees shall work for a minimum period of thirty (30) working days after the standard is issued before a dispute shall be taken to the second step of this grievance procedure.

- c. If the grievance is not settled with the Industrial Engineering Manager, it shall be referred to the Plant Manager and the Union Business Representative for settlement.
- d. In cases of failure to arrive at a mutual agreement at the level of Plant Manager, the grievance shall be referred to a professional industrial engineer or a university professor of industrial engineering (to be agreed upon at the time) for arbitration.
  - (1) The Company and the Union shall each furnish the arbitrator with a written statement of their position with respect to the grievance. The arbitrator shall investigate the job or jobs involved based on the work measurement methods employed by the Company. The arbitrator shall be limited in his decision to finding only one of the following:
    - That the Company has changed or failed to change a particular standard in violation of Section 89.
    - That the changed standard does or does not permit the opportunity for earning premium as called for by Section 90.
  - (2) The arbitrator shall have no power by his award to establish, discontinue, or change any work standard. If the arbitrator decides the grievance in favor of

the Union, the Company shall change the standard so that it shall be consistent with the award of the arbitrator, and retroactive bonus (if any) shall be calculated and paid on the new standard as finally established.

- (3) The findings of the arbitrator shall be final and binding on all parties concerned.

At any step in this grievance procedure the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty, or dispute further if in the judgment of the Executive Board such grievances or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Executive Board.

100. Vacation/Vacations Eligibility:

- a. First vacation—completion of 150 days of work or 1170 hours of work on the anniversary date of employment.
- b. Vacations after first anniversary date of employment—completion of 150 days of work or 1170 hours of work in the calendar year.

For the purpose of a. and b. above, 150 days of work or 1170 hours of work shall include the following:

- (1) Days or hours actually worked.
- (2) Holidays paid but not worked.
- (3) Five (5) days or 40 hours for each week of compensable injury or illness with a maxi-



mum of continuous absence of one year.

- (4) Five (5) days or 40 hours of each week of paid vacation.
- (5) Up to a maximum of thirty (30) days of 240 hours for the total of all days of paid sick leave for each single illness during the calendar year where sick leave payments are made for five (5) continuous work days or more for each single illness.
- (6) Days of excused absences for Union Business except for employees under Section 171. A calendar year for vacation purposes as outlined above shall be the period starting on December 24 and ending twelve (12) months later with the following December 23.

101 Date of Eligibility:

- a) First vacation – Anniversary date of employment.
- (b) Vacation after first anniversary date of employment – December 24.

102. Amount of Vacation:

a. First Vacation:

Cash sum in lieu of vacation time, equal to one-twelfth (1/12th) of one week's pay for each month or major fraction of a month's work from date of hire through the following December 23. However, when the partial week of vacation earnings is equal to four (4) days or more (based on a five [5] day work week), the employee may at his choice have the time off with pay.

- b. Vacations after first anniversary date of employment.

Effective January 1, 2001, the Company vacation schedule is as follows:

- (1) 1 year or more – 1 week with pay  
3 years or more – 2 weeks with pay  
7 years or more – 3 weeks with pay  
16 years or more – 4 weeks with pay  
23 years or more – 5 weeks with pay  
28 years or more – 6 weeks with pay
- (2) Employees with two (2) or more years of service are eligible for a full two (2) weeks on the third (3rd) December 24 following employment; for a full three (3) weeks on the seventh (7th) December 24 following employment; for a full four weeks on the sixteenth (16th) December 24 following employment; for a full five weeks on the twenty-third (23rd) December 24 following employment; for a full six (6) weeks on the twenty-eighth (28th) December 24 following employment.

103. The time during which a vacation is to be taken shall be arranged between the employee and the supervisor. Every reasonable effort will be made to permit each employee to take his vacation at the time of the year he desires. However, final allocation of vacation periods is left to the Company in order to assure orderly operation of the plant

104. The vacation must be taken and completed not later than twelve (12) months after the close of the period in which it was earned.

105. Vacation pay shall be forty (40) hours pay at the employee's basic hourly rate for each week of vacation. Vacation pay, shall upon request, be

received in advance by notifying the supervisor at least five (5) days in advance of vacation.

106. Employees who are eligible for two (2) or more weeks of vacation shall be paid for any unused vacation accrued but not taken by the close of the vacation year.

- a. Payment will be made no later than two (2) weeks after the close of each year.
- b. Payment will be made to a maximum of 50% of total vacation eligibility to a maximum of two (2) weeks.

107. Employees with at least one year of service who quit or are discharged during the calendar year shall be paid the vacation they would normally receive on the basis of one-twelfth (1/12th) of the vacation they would have received the following year for each month they worked between January and the month of quit or discharge providing they also qualified on a pro-rata basis for the work day requirements (150 days or 1170 hours per year) to establish vacation eligibility. If such an employee has one (1) or more years of continuous service as of the date of termination and if later rehired within five (5) years from the date of termination, their past complete anniversary years of continuous service shall be restored to them for vacation purposes, but only for the purpose of determining their eligibility for a two (2), three (3), four (4), five (5), or six (6) week vacation on their second and subsequent vacations after being rehired.

In order for an employee to pick up past years of continuous service when rehired, they must declare when applying to reemployment the fact that they have been a previous employee with the

Company.

Eligibility for vacation for such rehired employee shall be determined in the same manner as for new employees.

108. Employees who:

- a. Become eligible for a first vacation while absent due to a disability, or,
- b. Having qualified for a vacation, become disabled prior to having received their vacation, may upon request to the Company receive their vacation pay. It is understood that both vacation pay and payment for disability shall not be made for the same period of time.
- c. An employee who becomes disabled prior to his scheduled vacation period and whose disability is expected to continue beyond commencement of his vacation period, shall upon notice to the Company and if the disability is supported by acceptable medical evidence, be entitled to have his entire vacation rescheduled.
- d. An employee who becomes disabled while on vacation shall, upon notice to the Company, and if the disability is supported by medical evidence acceptable to the Company, be entitled to receive sick leave pay if otherwise eligible for those scheduled vacation days lost because of the disability in the week or weeks remaining after the end of the week in which notice of such disability is given to the Company.

Full weeks of scheduled vacation lost because of disability in the week or weeks remaining after the end of the week in which notice of such dis-

ability is given to the Company may be rescheduled.

Partial weeks of scheduled vacation lost through disability in the week or weeks after the end of the week in which notice of such disability is given to the Company cannot be rescheduled.

109. Absence from work due to a compensable injury or illness shall not be considered a break in service when determining vacation eligibility until such absence has exceeded one (1) year.

110. The application of the plant vacation plan to regular employees who have entered the Armed Forces shall be as follows:

- a. All service (as outlined in the Selective Service Act of 1948 and its amendments) in the Armed Forces shall count as time worked with the Company in determining when an employee is eligible for one, two, three, four, five, or six weeks vacation, but no vacation pay shall be granted for the time spent in the Armed Forces.
- b. The amount of vacation with pay earned by an employee entering the Armed Forces for the year in which he enters the Armed Forces shall be computed and paid on the basis of his eligibility at the time of leaving (1, 2, 3, 4, 5, or 6 weeks basis) and the proportion of the year worked.
- c. An employee returning from military service who has had his first vacation shall be eligible on December 24, following return for a vacation in proportion to the part of the year worked. The eligibility requirement of one hundred fifty (150) days or work or 1170

hours of work shall also be in proportion to the part of the year worked.

- d. An employee returning from military service who has not earned a first vacation prior to his leaving shall be paid a pro-rata vacation on the date when he has accumulated twelve (12) months of total service including service before entering the military service. This pro-rata vacation will be based on the months of service from the date of his return to December 24 plus the months of service prior to his leaving. The eligibility requirement in (c) above shall be reduced in proportion to the number of months worked.

111. In the event of termination of service due to death, provided that at the time of death of an employee, he had become eligible to receive a vacation that had not been granted, payment in the amount equal to that which would have been paid the employee for such vacation shall be made to the beneficiary or estate of the employee. In addition, the beneficiary or estate of the deceased employee shall be paid the vacation he would normally receive on the basis of one-twelfth (1/12th) of the vacation he would have received the following year for each month he worked between January and the month he died, providing he also qualifies on a pro-rata basis for the work day requirement (150 days or 1170 hours of work per year) to establish vacation eligibility.

112. Vacations shall be granted only for continuous periods starting at 12:01 A.M. on the first day of the regularly scheduled work week and ending at 12:01 A.M. on the same day of the following week or weeks. It is understood that vacations

shall not be split into period shorter than one (1) week's duration, however, employees may be allowed to take one (1) week of their authorized vacation in one-day increments in accordance with *specific procedures and limitations*.

113. When an employee has not received his first vacation because of eligibility requirements under Section 100 above and would not receive a vacation on the first December 24, after his anniversary date because of eligibility requirements he will be eligible for one (1) week of vacation with pay on that December 24 if he has completed 150 days or 1170 hours of work including such days as are specified under Section 100 b.

114. An employee who retires during the calendar year shall be paid the vacation they would normally receive on the basis of one-twelfth (1/12th) of the vacation they would have received the following year for each month they worked between January and the month of retirement providing they also qualify on a pro-rata basis for the work day requirement (150 days or 1170 hours per year) to establish vacation eligibility.

### **Seniority**

115. Seniority shall be continuous from the first day of work, however, all new employees shall have a probationary period of sixty (60) calendar days after which they will be placed on the seniority roster and their seniority shall date from date of first day worked. Part-time and casual employees acquire no seniority rights as provided to this Section until they are granted full-time employment as in Section 172 and 173. A change in status from full-time to part-time work, except in lieu of layoff,

shall break the employee's department and plant seniority rights. In such cases, seniority rights prevail from the date of return to full-time employment.

116. There shall be no responsibility for employment of probationary employees if they are discharged or released prior to the sixty-first (61st) calendar day of employment.

117. Seniority rights shall prevail by department first and then by plant. Layoffs from the employee's seniority department and recalls to the employee's seniority department shall be made in accordance with department seniority, and the last hired in the affected department shall be the first laid off, if temporary employees are in a given department, the least senior of such employees in plant seniority order shall be required to take the work on the available shift, except where a more senior temporary employee chooses to go to the available shift. At the time of layoff in a given department, any employee of that department who has been on a temporary transfer to another department shall be laid off in accordance with his department seniority. When layoff is necessary in a department operating more than one shift, employees shall be laid off in accordance with their departmental seniority regardless of shift. Recalls shall be on the basis that the last laid off shall be the first recalled.

118. The following principles are accepted by both parties and are the basis for such changes as have been made over the previous Agreement:

- a. Vacancies that occur in departments that have no seniority employees on layoff shall be filled by laid-off employees on the basis of plant seniority.



- b. Rearrangements made pursuant to gang reductions shall be made according to existing contractual provisions. An employee being forced out of his seniority department out of seniority order by other employees exercising their rights upon reduction shall have the right to challenge the job of the youngest employee in that department prior to layoff.
- c. Both parties recognize that modification in prior Agreements may raise issues relative to past seniority practices which can not be foreseen at this time. In the event that such a situation arises, it is understood the Company will have one (1) week to reassign employees, without penalty, in order to make an orderly transition to the requirements of Title VII of the Civil Rights Act of 1964.

The Company's liability for penalties under the existing Agreement would be waived for one (1) week following a layoff only if all provisions of job, departmental, and plant seniority are followed, based on the information available to the Company at the time of layoff.

These experiences may lead either the Company or the Union Business Representative to propose changes or exceptions to this Agreement. In such case, it is agreed that the Company and the Union Business Representative shall meet to consider such changes. If agreement is reached, such changes shall be made part of this Agreement at that time.

119. When two (2) or more employees have the same departmental seniority, plant seniority shall prevail and where there are two or more employ-

ees with the same departmental and plant seniority, seniority will be determined by clock number, with the lowest clock number given the highest seniority. Once this choice is exercised, it shall establish the permanent seniority of the employees. If circumstances do not dictate a decision within ninety (90) calendar days in the department, then an employee involved by the application of this section may request such a determination by his supervisor following this initial ninety (90) day period in his seniority department. However, designations for department seniority established prior to August 25, 1986, are permanent and not changed by the application of clock number.

120. Upon layoff or midweek recall, employees who have not been placed in accordance with Section 121 shall have the right to displace junior employees in accordance with the following:

- a. An employee with one (1) year or more of plant seniority at the time of layoff shall have the privilege of being placed in the department and on the shift of an employee with less than sixty (60) days of service, if a job is available to him, provided that he is able to perform the job or learn the job within a reasonable length of time. If he is unable satisfactorily to perform the job within a reasonable length of time he shall be laid off and shall no longer be eligible for placement in that job.
- b. An employee with two (2) years or more of plant seniority at the time of layoff shall have the right to be placed in the department and on the shift of the most senior employee in plant seniority in the list of jobs affected by

that week's layoff, provided that he is able to learn the job within a reasonable length of time. If he is unable satisfactorily to perform the job within a reasonable length of time, he shall be laid off and shall no longer be eligible for placement in that job.

- c. At the time an employee who qualifies under a. or b. above is notified that he is to be laid off, he shall indicate in writing his preference to exercise this right or to go on layoff.
- d. An employee who so indicates his preference must report to work in the department to which he is assigned and work at least five (5) days, unless sooner returned to layoff status, or be considered a quit. After having worked five (5) days in this department he may voluntarily be placed on layoff but in this event he shall no longer be eligible to be placed in that department under the provisions of this section.
- e. An employee who exercised his right under a. or b. above shall be placed in the department and on the shift of the most senior employee in plant seniority in the list of jobs affected by the week's layoff, except that employees who have medical restrictions on file in the Employment Office shall be the first to be placed taking into account their restrictions. An employee who would be eligible for assignment to a job in a department in which he had previously been disqualified shall be placed on layoff.
- f. No employee shall hold seniority rights in more than one department at one time.

- g. It is recognized that certain unforeseen problems may develop through the operation of this Section which may lead either the Company or the Union to propose changes or exceptions to the above and related clauses during the life of this Agreement. In such case, it is agreed that the Company and the Union shall meet to consider such proposals. If agreement is reached, such changes shall be made part of this basic Agreement at that time.

121. An employee who is unjustly laid off shall receive back pay for the period of time he was on layoff, less the amount received for Unemployment Compensation provided the Company is notified of the alleged error within ten (10) days after the day the layoff list is mailed to the Union. Such back pay shall not exceed the pay received by the employee who was retained in error on the payroll.

An employee who is available for work and is not recalled in line with his departmental or plant seniority shall receive back pay for the period during which he was unjustly on layoff providing the Company is notified of the error within ten (10) days after the date the employee should have been recalled. Such back pay shall be reduced by the amount of Unemployment Compensation received and shall not exceed the pay received by the employee who was recalled incorrectly.

122. An employee on layoff who is recalled to a job in a department other than the one in which he holds seniority must be able to perform the job or learn the job within a reasonable time. If he cannot do so, the Company shall have the right to return him to layoff status. If an employee on layoff has

been recalled to two (2) jobs on the basis of his plant seniority and he has been unable to perform either job satisfactorily, then the Company shall not be required to make another offer to such employee for work in other than the employee's seniority department. However, if an employee has been out of his seniority department for three (3) calendar months or longer, then the employee shall be required to accept and satisfactorily perform the job offered to him by virtue of plant seniority even though it is not his seniority department. Failure of an employee to meet this requirement shall be considered a quit, unless the provisions of Section 125 apply.

123. An employee who is laid off is required to state in writing:

a. Layoff preference

- (1) To exercise his seniority privilege in lieu of layoff and to accept a job in the department and on the shift of the most senior person affected by that week's layoff or placement in an open job in accordance with the terms of the Labor Agreement. In the application of this privilege, employees will be matched with the department and shift of their choice in seniority order to the extent that applicable department and shift preferences are available.
- (2) To exercise his seniority privilege in lieu of layoff and to accept a job in the department and on the shift of the most senior person affected by that week's layoff in accordance with the terms of the Labor Agreement, whether it involves a bump

or placement in an open job. In the application of this privilege employees will be matched with the department and shift of their choice in seniority order to the extent that applicable department and shift preferences are available.

In order to give each employee laid off a choice of department and shift (as available) each employee will complete a Sequential Assignment Preference Card listing their preferred order of assignment and shift for each of the plant departments. This Preference Card will be filed permanently in the Employment Office and can be changed as the employee desires.

- (3) To go on layoff rather than to exercise his seniority privilege to accept another job in accordance with the terms of the Labor Agreement.
- b. Recall preference
    - (1) Work on any shift
    - (2) Work on day shift only
    - (3) Work on night shift only
    - (4) Work in seniority department only
  - c. Part-time or casual employment.
  - d. The address and phone number where he can be contacted for recall.
  - e. Any change of address or phone number whether permanent or temporary.

An employee who cannot be contacted for recall because of this failure to keep his address or phone number correct, whether

permanent or temporary, shall be considered a quit.

An employee who refuses to accept a certified recall letter shall also be considered a quit.

124. If an employee on layoff refuses to accept work when recalled in accordance with the information stated on the preference sheet, the Company shall not be required to make a second offer to such an employee for work in other than the employee's seniority department. However, after being on layoff from his seniority department for three (3) calendar months or longer, an employee shall be required to accept and satisfactorily perform another job, for which he is physically qualified, in a department other than his seniority department if recalled by virtue of plant seniority. Failure of the employee to meet this requirement shall be considered a quit.

125. An employee with more than one (1) year of plant seniority who has been out of his seniority department for three (3) months or longer can be placed on a special personal leave of absence rather than being considered as a quit if the following conditions prevail:

- a. The employee has made a satisfactory effort to perform the work in the department to which he has been recalled but because of the lack of physical or mental capacity he is unable to perform the job in a satisfactory manner.
- b. The employee waives the right to be recalled to any department other than his seniority department.

- c. This special personal leave of absence shall terminate when the employee is offered a job in his seniority department.
- d. The employee shall not apply for, be available for, or accept another job or go into business for himself.

126. The plant-wide bumping provisions of this Agreement shall not apply to jobs where unusual physical, mental and/or special skills are required.

The following jobs shall be covered under this section:

Unit I: J-Con Linker, KSI Linker and Alkar Linker.

Unit II: Family Line Slicer, Auto Line Slicer and PRINCE Cook Attendant, VP #3 Slicer, VP #4 Slicer, 105 Line Slicer and 150 Line Slicer

Sanitation: J-Con CIP Operator

The Company and the Union Business Representative shall continue the practice of establishing the jobs which can be covered by the provisions of this Section.

127. Employees on layoff who refuse to return to their own seniority department, either to a day shift or a night shift, when recalled to work on the basis of their departmental seniority, shall be considered as quit and their employment shall be immediately terminated with the Company.

128. An employee transferred in lieu of layoff or recalled as a temporary replacement in a department other than his seniority department shall not have seniority rights in that department except as provided for in Sections 130, 131, and 134.



129. As a result of promotion at the request of the Company, job necessity, or for some other reason, jointly agreed to between the Company and the Union an employee moved from one department to another shall be referred to as a Department Transfer and may be either permanent or temporary. A permanent transfer requires the agreement of the employee in writing, otherwise it is temporary.

130. Permanent transfer opportunities shall be posted on the plant's major bulletin boards (Gates 1, 3 and third floor break room, spice and plastics lunch room and 3rd floor cafeteria hallway) as far in advance of the actual job opening as is practicable. An employee may transfer twice within any twelve (12) month period (excluding transfers into mechanical departments). A transfer is defined as any time an employee wins a permanent plant posting, reports to and works in the department.

An employee requesting a permanent transfer to another department will make written application for such transfer at the Employment Office. The Employment Office will review all such requests as they apply to permanent employee requisitions, providing that the permanent transfer application has been received in the Employment Office no later than Wednesday of the week preceding the first working day of the week in which the transfer becomes effective.

Applicants for transfer to departments where special skills or aptitudes are required to demonstrate their qualifications before their application for transfer is considered.

An employee who transfers may, at his option,

return to his former department within twenty (20) accumulated days worked after the date of transfer and retain his department seniority and job rights in his former department. After twenty (20) accumulated days worked in the new department he shall lose all seniority in his former department.

If the transferring employee does not prove to be satisfactory within twenty (20) accumulated days worked in the new department he may be returned to his former department without loss of department seniority or job rights.

For transfers into the Power House (Department 300), Maintenance Department (Department 880), and Garage (Department 481), the qualifying periods shall be sixty (60) accumulated days worked in the new department.

During this probationary period the transferring employee may exercise his right to post to an open job the same as any other department employee.

An employee who transfers shall establish seniority in his new department as of the date he started work in that department unless employees are added to the department prior to his starting work in that department in which case he shall establish seniority from the day he was scheduled to start in the new department. An employee who transfers shall be granted full plant seniority in the new department to which he has transferred after working in that department one (1) calendar year. While an employee's request for transfer will not be denied based on a poor history of work performance, attitude or attendance, it is agreed that all records and Warning Interviews given in the prior department will continue in full force and effect in the new department.

131. An employee transferred to another department at the request of the Company, shall retain his original department seniority for a period of six (6) months from the date of transfer unless such employee signs a transfer waiving his rights in his original department.

If he has been in the new department for a period of six (6) months, he will be required to sign a permanent transfer or return to his home department.

If he transfers, his seniority in his new department shall date from the day he started work in the new department.

132. Employee whose request for transfer of employment to another company plant or branch is granted shall not have his continuous service with the Company broken in so far as such provisions affecting vacations, sick leave, pensions, etc. are concerned but his seniority rights shall be broken and he must start as a new employee on his seniority according to the Union Contract in effect at the plant to which he has transferred.

133. When a new department is created and employees are transferred to it from other departments, their seniority in the new department shall be established on the basis of their plant seniority. If new department is discontinued within two (2) years of establishment, employees may return to their former department in the same seniority position (job rights, department and plant) they had when they left.

134. An employee who:

- a. has been laid off from his seniority department in accordance with his regular department

ment seniority for a period of at least four (4) consecutive months, and

- b. has at least one (1) year of plant seniority, may transfer permanently into the department in which he is presently working or a department of his choice, provided an opening becomes available, shall immediately gain departmental seniority in his new department equal to one-half of his plant seniority dated from his most recent date of assignment to that department. After one calendar year from the employee's most recent date of assignment to the new department, departmental seniority shall be equal to plant seniority. This transfer is subject to completing a twenty (20) working day probationary period (60 working days for Power House, Department 300; Garage, Department 481; Maintenance Department, Department 880).

No grievance shall be recognized which challenges an employee's right of transfer and seniority under this Section if the transferee has held seniority in the department for ninety (90) consecutive calendar days from the first day worked in the new department after the transfer request was approved except as provided in Section 151.

135. An employee who has been laid off from his seniority department due to that department's closing and has at least one (1) year of plant seniority may immediately transfer into the department in which he is presently working or a department of his choice provided an opening becomes available, and shall immediately gain department seniority in his new department equal to one-half of his plant seniority as of his most recent date of assignment

to that department. After one calendar year from the employee's most recent date of assignment to that department, department seniority shall become equal to plant seniority. This transfer is subject to completing a twenty (20) working day probationary period (60 working days for Power House, Department 300; Garage, Department 481; and Maintenance Department, Department 880).

136. Employees in a department on a temporary basis shall be removed from the temporary department in order of their plant seniority.

137. An employee recalled to another department by virtue of plant seniority or an employee on temporary transfer in lieu of layoff must, when recalled, return to his seniority department or forfeit his seniority rights in that department. Employees who forfeit their original departmental seniority shall then hold seniority in the new department as of the date of declining recall. An employee who transfers under this provision shall be granted full plant seniority in the new department one (1) calendar year after declining recall to his old department. When the need exists and an employee has completed one day of work in the current work week in the temporary department, such employee shall be expected to complete the scheduled work week before being transferred back to his seniority department. This shall not jeopardize the employee's seniority rights in his seniority department.

138. An employee who is out of his seniority department for more than thirty (30) calendar days due to layoff, temporary transfer in lieu of layoff, or loan in lieu of layoff shall lose all previous job rights if not recalled to his seniority department on the

thirty-first (31st) day and shall upon return acquire a job through job posting.

139. Where major construction or renovation projects in a department are expected to last longer than thirty (30) calendar days, the Company and the Union Business Representative will meet to discuss and mutually agree upon the application of job rights to this situation.

140. A job opening within a department shall be filled by the employee in the department having the *greatest job rights who is in reduced status from it* provided:

- a. Since performing this job the employee has not lost job rights to this job in accordance with the provisions of Section 138.
- b. Since performing this job he has accepted assignment to this job whenever offered.

141. If it is not practicable to follow the procedure set forth in Section 140 the job opening may be filled by any other employee in the department capable of performing the job. The employee so assigned shall acquire no rights to the job and at the conclusion of the temporary period shall return to the job to which he is entitled.

During the period of such temporary assignment the employee with established job rights who was not restored shall be treated in accordance with Section 97.

142. An employee filling an opening for one (1) week or less or for a vacation, shall acquire no rights to that job unless it is filled by virtue of Section 140. *At its conclusion, the employee filling such opening shall be returned to the job from which he came.*

When an employee replaces temporarily another employee during his vacation or replaces another employee who is a vacation replacement because of having established job rights on the job vacated because of vacation, he shall maintain his regular job rights, even though he may temporarily work on a different shift while serving as a vacation replacement.

143. In case there is no employee in a reduced status with job rights to an open job, it shall be posted on bulletin boards in the seniority department where the opening occurs, for a period of not less than forty-eight (48) hours excluding Saturdays, Sunday, Holidays, and scheduled days off in lieu of Saturday or Sunday. Any employee, except new hires on a probationary status, in the seniority department where the opening exists, regardless of shift, may apply for the open job, and those who apply during the first forty-eight (48) hours of posting shall be given the opportunity of filling the job according to department seniority. If a job has been posted and an employee exercises his option to take that job in accordance with the provisions of Section 157 during the posting period the posting will be voided, except the application of this sentence will not apply to advanced postings.

It is understood that no employee may hold rights to more than two (2) jobs at any time.

An employee in a reduced status who acquires rights to a job through posting shall indicate his preference to such job as a restoration job or a reduction job in relation to the job or jobs from which he has been reduced. This shall apply only to jobs which have been won by posting while in a reduced status.

If the most senior employee who has applied does not take the posted job when it is offered or if he does not remain on the job for either reason stated in Section 145, the next most senior employee who has applied as a result of the posting may be placed on the job without reposting it. This provision applies to all employees who signed the posting, except as provided for in Section 151 and must occur within thirty (30) calendar days from the date the job was posted, otherwise this job will be reposted.

A newly hired employee who is on probationary status may be given any job assignments in accordance with the needs within the department. Such an employee shall have jobs rights only to the job to which he is regularly assigned at the completion of his probationary period. Such job rights shall date from the day following the completion of this probationary period. No probationary employee shall obtain job rights unless it has been posted.

144. In cases of known future job openings, the Company and the Union may agree to an advance posting for such openings.

145. If an employee is not capable of performing the job satisfactorily within a maximum period of twenty (20) accumulated working days on the job, or changes his mind on accepting a posted job within a period of ten (10) accumulated working days, he may return to his previous job. The next most senior employee who had applied as a result of the posting may be placed on the job without reposting it provided this occurs within thirty (30) calendar days from the date the job was posted, otherwise the job will be reposted. If an employee has taken a posted job on a seasonal or temporary



shift within his own department he may, at his choice, return to the job he held on his regular shift but he may be required to give advance notice of up to ten (10) working days.

146. In all of the circumstances mentioned in Section 145 the employee shall earn no job rights as a result of the posting.

147. An employee who wins a job posting but cannot be placed on the job immediately due to the necessity of training another employee on his old job, due to working another shift, due to illness, accident or vacation, or due to having temporary medical restrictions wherein the restrictions are removed within 20 working days from the date the posting comes down, shall have his job rights established on the day he won the job by posting. Failure of the Company to comply with the provisions of this section shall be subject for the grievance procedure and the first two steps shall be waived.

148. Employees shall not gain job rights unless they actually fill the job, unless failure to fill the job is because of any of the reasons stated in Section 147.

149. Job rights to an opening, as described in 143 above, shall be for a definite shift only, and such job rights shall not be applied to the same job on a different shift. This shall not limit the application of department seniority rights in posting for and securing a job on a different shift. Shift reassignments, resulting from the application of this Section, that might occur during the middle of a work week are not required to be made until the first work day of the following week. An employee who wins a posting on another shift is protected

from a shift reduction for thirty (30) days unless he has insufficient department seniority.

150. If there are no applicants for a posted job, the employee with the least department seniority on the shift shall be assigned to the opening and he shall accumulate job rights. However, if there are temporary employees on the shift they shall be force-placed before departmental employees. If more than one opening exists on a shift and there are no applicants for the posted jobs, only the one employee with the least departmental seniority on the shift can be force-placed in accordance with this provision. All other job openings, including those created by the force-placing of the junior employees, shall be filled either by the normal reduction or restoration procedures or by requiring the employees without job assignments to follow the regular posting procedure. An employee who refuses to follow this procedure shall be considered a quit. When otherwise mutually agreed between the Company and the Union another employee of greater seniority may be so assigned but shall gain no rights to the job. A roster of the jobs thus filled shall be maintained on the department bulletin board until filled through regular job posting procedure.

151. An employee who is absent from his seniority department because of illness, accident, vacation, leave of absence, excused absence as provided in Section 184 or during the probationary periods under Sections 130, 134, and 135, shall have the right within forty-eight (48) hours of his return to apply for any one job which was filled during his absence (but only if he was absent for the entire posting period), gaining job rights back to the

date of such filling , provided his departmental seniority or previous job service would entitle him to fill such job opening, except that a person returning from a period of active duty in the Armed Services of six (6) months or more shall have two (2) calendar weeks from the date of his return in which to make such application.

152. a Whenever a reduction or restoration is necessary in a department, in a gang, or on a line, the employees shall be placed in accordance with their established job rights and such placement shall be made as soon as practicable, but must be made within a maximum of five (5) working days after the reduction or restoration occurs. This procedure is followed even though no employees may be laid off.

b. When an employee works only part of a day on his regular posted job, and it is concluded, he may be assigned to any job according to the needs of the department for the balance of the day. This shall also apply when an employee starts work on his regular posted job after his day's work began. Job assignments added to a posted job need not be posted.

153. The only shift rights which shall be considered in the placement of an employee are the shift rights which he established on the thirty-first (31st) day on his current shift except as provided in Section 149 of the Labor Agreement.

154. If in the event of a reduction or restoration more than one employee has job rights to the same

job, the oldest employee in job rights shall have preference to the job.

155. If because of a reduction or restoration it becomes necessary to assign an employee to a different shift within a department, the following sequence shall be followed:

- a. First, assign any temporary department employees except where a departmental employee chooses to go to the available shift.
- b. Second, return departmental employees who have been on their shift for thirty (30) calendar days or less to their previous shift on the basis of their relative department seniority unless employee is on the shift as a result of winning a posting. If an employee with less than thirty (30) days on the shift is returned to their previous shift, their job rights on that shift shall be maintained.
- c. If further shift reassignments are necessary, the department employees on the shift with the least departmental seniority shall then be so assigned.

- 156.
- a. For the purpose of a reduction, the job rights of an employee are considered to include each successive job on which an employee has worked and has established and maintained job rights.
  - b. For the purpose of restoration, the job rights of an employee are considered to include each successive job on which the employee has established and maintained job rights in accordance with this Agreement.
  - c. If an employee refuses restoration to a

job from which he had been reduced, that job shall be removed from his job order for purposes of both restoration and reduction. An entry to this effect shall be made in the employee's file.

157. When an employee is reduced from his job he shall go back to the last previous job on which he has maintained job rights. An employee absent due to illness, accident, vacation, company time off or during the probationary periods under Sections 130, 134, and 135, who would have been reduced from his job but for his absence shall also go back to his last previous job on which he has maintained job rights. If he has not worked on that job within one (1) year preceding that date of his reduction, or if has no previous job, he may also choose between:

- a. Taking a job in the department which he can obtain through the regular posting procedure. If an employee does this he shall maintain his job rights to the job he was reduced from.
- b. Taking any job in the department on his shift to which his department seniority entitles him. He shall be considered to have the same job rights as the person he bumped on a departmental seniority basis. If he bumps into a group, he shall have the option of bumping the most senior employee by job rights or the most senior employee by department rights, to which his department seniority entitles him. He may take a maximum of five (5) working days from the date of reduction to make his choice. In the interim he may be placed on any job in accordance with the needs of the department, except that he shall be placed on

the job of his choice not more than two (2) working days following the day he informs his supervisor of this decision. For the purpose of this section, a reduction shall be defined as an employee who is reduced from his job for a period of two (2) working days. However, if an employee is expected to be reduced from his job for a period of two (2) working days and chooses to bump back into the job he is being reduced from, he may exercise this option immediately at the time of reduction. If his department seniority is not sufficient to entitle him to any job on his shift, except those employees who are reduced and senior to Department Clerks, he may apply this right to another shift in his department. If an employee exercises this option he shall forfeit his job rights to the job from which he was reduced or his secondary job. If an employee is not capable of satisfactorily performing the job which he acquired in this manner within a maximum period of twenty (20) accumulated days worked on the job, he shall then be placed according to the regular job reduction procedure.

- c. If the job the employee elects to take in accordance with Section 157 b. is not operating on the day he is to be placed on it, the employee will have forty-eight (48) hours in which to select a second job. When selection of the second job is made, placement shall be made on that job no later than the following day.

This right shall not apply to an employee who has a last previous job but cannot be placed on it

because of insufficient job rights or insufficient seniority rights, or if, because of insufficient job rights, he has not worked on his last previous job within one (1) year preceding the date of his reduction.

An employee who has a disability of a permanent nature affirmed by medical evidence acceptable to the Company and is unable to perform the job to which his seniority entitles him, shall have the privilege of taking any job in his department on any shift to which his departmental seniority entitles him. He shall be considered to have the same job rights as the person he bumped on a departmental seniority basis. This opportunity may be exercised only once during the employee's service with the Company. At the time the employee elects to exercise this option he shall forfeit his job rights to the job from which he was reduced.

158. When the Company contemplates discontinuing, combining or splitting a job or jobs, in any department, it shall be obligated, before taking such action, to give the Union in writing the changes desired plus the results to be obtained in making the proposed change and make available to the Union the necessary information in regards to personnel involved. Both parties shall be in agreement in regards to employees' job rights and rates of pay, and shall have a joint meeting and give the above information to the employee's involved on the job or jobs. Any necessary meeting shall be held within one (1) month of a request.

159. The Union shall be furnished with a copy of all jobs that have been posted, which will include the following:

- a. Date job was vacated.

- b. Date job vacancy was posted.
- c. Employees who signed the job posting, including their department seniority dates.
- d. Employee who was placed on the job.
- e. Job number and job title from the rate book.

160. No grievance shall be recognized which challenges an employee's right to a job on the grounds that his seniority date does not entitle him to that job if he has held the job for thirty (30) calendar days and no grievance challenging his right to the job has been filed by that time except as provided in Section 151. No grievance shall be recognized from an employee who has had an opportunity to post and did not. A job opening shall not be considered filled if it has not been posted unless it is filled in accordance with previously established job rights.

161. When a temporary or seasonal shift is established in a department, job openings which occur in the department because of such shift, leave of absence, excused absence, illness or accident, shall be filled by temporary job postings and no vested rights shall be obtained by any employee filling such jobs.

162. All permanent job openings occurring while a temporary or seasonal shift has been established in a department shall be filled by regular job posting and rights shall be established in accordance with such postings. It must be mutually agreed between the Company and the Union that such a shift is being established within the department on a temporary or seasonal basis. Job rights exist on such a shift only for the duration of the temporary or seasonal shift for which the job



was posted. If a temporary or seasonal shift is converted into a permanent shift, all jobs which were filled by temporary job postings shall be reposted when the conversion occurs and filled in accordance with regular job posting.

163. The Union shall be furnished a copy of all postings made during such a temporary or seasonal shift.

164. When an employee takes a job on a temporary or seasonal basis in accordance with the provisions of Section 161 and 162, he shall not forfeit any of his job right on his regular shift.

165. In certain cases where a number of employees work in a group within which there are a number of jobs, the Company and the Union shall continue the practice of negotiating the establishment of job rights on a group basis for the purpose of gang reduction or restoration.

166. It is understood that the Company shall not attempt to change seniority departments as now established in any way that would affect the seniority of the employees of the department without approval of the Union Business Representative.

167. Work shall not be temporarily transferred to another seniority department if such work would give employees in the other department more hours than those received by the employees in the seniority department from which the work was transferred. Such work shall not be temporarily transferred for more than one (1) week when there are employees on layoff in the original seniority department.

168. In case work is transferred permanently, the employees of the affected department shall be

given the option of transferring to the department to which the work is transferred carrying their original department seniority and job rights with them to the second department in accordance with the following selection procedure:

- a. First: Present incumbents currently performing the job.
- b. Second: If the employee(s) eligible to transfer with the work in (a) above elect not to transfer, those employees currently working in the department but in reduced status from the job being transferred, will have the opportunity to transfer in order of their relative job right seniority.
- c. Third: If the employee(s) eligible to transfer with the work in (b) above elect not to transfer, the remaining department employees working in the department may elect to transfer with the work in order of their department seniority.

169. Employees leaving the bargaining unit to accept a job with the Company at the same plant, outside of the unit, shall retain their plant seniority rights. Department seniority rights shall be protected for a period of six (6) calendar months. Job seniority rights shall be protected for a period of thirty (30) calendar days. Employees accepting clerical positions shall not retain any seniority rights except for vacation, sick leave benefits and pension eligibility. The provisions of this section do not apply to an employee who is discharged by the Company while out of the bargaining unit.

170. Employees inducted into the military service of the United States under the Selective

Service Act of 1948 and its amendments, or who enlist after its enactment in accordance with the provisions governing such enlistments, shall retain seniority rights in conformance with the provisions of the Act and its amendments.

171. Employees who are elected or appointed to a full-time position with the Union upon the request of the Union shall be granted a leave of absence for the duration of such service, and upon one (1) week's notice of their desire to again return to work for the Company, shall be reinstated without loss of plant or department seniority or job rights. This section shall be construed to include present full-time officers of the Union.

172. A part-time employee is one who is regularly scheduled to work not less than four (4) hours a day or more than thirty-five (35) hours a week in a regularly scheduled work week of not less than five (5) days. A part-time employee has no seniority rights. When he is granted full-time work on a regular basis, and the payroll records shows he has worked full-time hours for thirty (30) days, his seniority right shall date back to the last time he began working as a regular full-time employee.

173. A casual employee is one who is regularly scheduled to work less than five (5) days a week (except in the case of country truck drivers). A casual worker has no seniority rights. When he is granted full-time work, and the payroll record shows that he has worked full-time hours for thirty (30) days, his seniority rights shall date back to the last time he began working as a full-time employee.

174. No full-time employee shall be laid-off when a part-time or casual employee is still on the payroll, unless such full-time employee declines the

part-time or casual work. If a full-time employee accepts temporary part-time or casual work rather than be laid off, his seniority and continuous service rights shall not be broken.

175. An employee who is discharged for just cause or quits shall terminate his seniority.

176. When necessary an employee may be loaned to another department without affecting his present department seniority for periods not to exceed two (2) weeks and may be returned to his own department at any time.

177. Upon request of the Union Business Representative the Company shall provide a departmental seniority list of all employees.

178. Employees shall be considered quit and be separated from the payroll if they:

- a. Inform the supervisor they have quit or are quitting.
- b. Fail to return to work when approved leave of absence expired.
- c. Are absent for two (2) consecutive working days without notification to the Company concerning absence.
- d. Have been on layoff continuously for a period exceeding two (2) years. Such employees shall receive a separation allowance in accordance with the schedule set forth in Section 206 based upon the employee's length of continuous service at time of layoff.
- e. Have been absent from work continuously for more than two (2) years for any reason. Such termination may be waived and the time limits extended by mutual agreement between the Company and the Union. The

benefits of the Sick Leave Plan shall not be restored to employees returning from an absence of more than two (2) years due to sickness or accident until the employee has been continuously at work for one (1) year or more following his return. An employee who was not eligible for pension benefits at the time his more than two (2) years of absence due to sickness or accident began shall not be eligible for pension benefits unless he returns to a bargaining unit job and subsequently qualifies under the provisions of the pension plan.

- f. Fail to report for work when recalled from layoff within forty-eight (48) hours after the employee has received a recall letter or notice of attempted delivery. In cases where the Company has been unable to reach the employee by phone or where the employee has been contacted and not excused from reporting to work at the scheduled time, the Company will deposit in the United States mail, postage prepaid, a certified letter directed to such employee at his last known address as shown by the records of the Company. It shall be the responsibility of the employee to keep his address and telephone number current by advising the Employment Office of any changes. The employee will have *forty-eight (48) hours exclusive of Saturday, Sunday or Holidays*, to report for work unless excused by Human Resources.

179. When, as a result of the Company's Research Program, a new machine, new equipment or a new process is placed in a production

department, the operation shall be considered to be experimental and shall be conducted by Research personnel until the results show it can become a regular part of the production department. At that time, the jobs which are created by this new operation shall be placed in the bargaining unit and filled according to the regular posting procedure. The Research personnel who have been performing these jobs on an experimental basis shall continue to work with the employees who obtain the newly created jobs through posting until such employees have been adequately trained. In the event of a disagreement in the application of the provisions of this section the regular grievance procedure shall be used.

#### **Leave of Absence**

180. A sickness leave of absence is granted if necessary to an employee who is pregnant. The leave must be taken and ended when disability and its continuance are affirmed by medical evidence acceptable to the Company.

181. A sickness leave of absence is granted if an employee is unable to work because of an occupational or non-occupational illness or accident. An employee on a sickness leave of absence is not disqualified for sick leave benefits.

182. A personal business leave of absence of up to six (6) months may be granted for the following reasons to an employee who has at least one (1) year of continuous service:

- a. Emergency personal business but not to accept another job or go into business for himself.
- b. Travel abroad to visit friends or relatives.

c. Family or Medical Leave as required by Law.

183. The request for a personal business leave of absence must indicate the date the leave is to begin and end. Written approval in advance must be given by Human Resources and the Union for a personal business leave of absence.

184. A personal business leave of absence shall be granted to an employee for military duty ordered by the President or Governor for national, state, or local emergencies.

185. An employee elected or appointed to public *office with duties or responsibilities requiring him to be away from work* shall be allowed a leave of absence without pay for the term of such office, or if no term is fixed, then for the time necessary to carry on the duties of such office (not to exceed four [4] years) with service credit for all purposes during such leave. If the employee shall be reelected, at the expiration of such term of office, then upon application every reasonable consideration shall be given to a renewal of such leave of absence and continuation of such service credits.

186. A special leave of absence shall be granted to an employee selected by management to act as *supervisor for a temporary period*. If such temporary period is thirty (30) days or less, the employee shall be placed on an excused absence. After thirty (30) days, the employee shall be placed on a leave of absence starting on the 31st day and concluding not later than 120 days from such starting date. This time may be extended or additional leaves granted within the twelve (12) month period from the starting date of the leave only by mutual agreement between the Company and the Union. Failure to request an extension prior to the expira-

tion of 120 days will require mutual agreement between the Company and the Union Business Representative prior to that employee being used further as a temporary supervisor. The special leave of absence shall have the following conditions:

- a. He shall be transferred from the plant payroll.
- b. He shall maintain membership in the bargaining unit.
- c. If made a permanent supervisor within one year from the starting date of such special leave of absence, the time spent on such leave of absence shall be counted as time spent for purposes of limitation under Section 169.
- d. The selection and appointment of an employee as a temporary supervisor must be announced on the department bulletin board and Union Office and Steward advised of the appointment in advance.

187. Seniority and continuous service rights are not broken while an employee is on leave of absence. However, an employee, while on leave of absence, shall not apply for, be available for, or accept another job or go into business for himself, if he does, he automatically terminates his employment and loses all right with the Company except as provided for in Section 171 and 185.

188. Any leave of absence can be granted only through an employee's seniority department. Upon return from leave of absence, he must return to his seniority department.

189. All authorized absences, other than vacation, for less than one (1) month shall be excused



absences.

190. An employee being granted a leave of absence shall be provided with a statement signed by the Company and the Union indicating the date the leave of absence begins and ends.

### **Sick Leave**

191. All regular employees (not including casual, part-time or temporary employees) who qualify *under all of the requirements set forth in paragraphs a, b, c, and d, below*, shall be paid part wage payments in the amounts and under the conditions hereinafter set forth if:

- a. An employee is absent from work because of a disability caused by sickness or accident and the disability is of such degree that he is physically unable to work, provided his absence is not the result of intentional self-inflicted injury. Disability due to pregnancy shall be treated on the same basis as any other disability.
- b. The employee has one (1) year or more of continuous service.
- c. The employee is on the active payroll as of the beginning of his absence, that is, he is not on layoff or leave of absence.
- d. Disability and its continuance are affirmed by medical evidence acceptable to the Company. When supporting medical evidence is necessary, it must be filled out and signed by a licensed physician. The appropriate intervals for submitting medical evidence shall be determined by the Company and shall depend upon the nature of the disability. Usually medical evidence is not

required until an employee has started his third (3rd) consecutive day of absence. In individual cases the Company may require an employee to furnish medical proof of illness for one (1) or two (2) day absences because of a frequent illness record. In such cases both the employee and the Union shall be notified.

Absence for Sick Leave purposes shall be considered as starting with the loss of the fourth full day on which the employee was scheduled to work. When an employee is obliged to leave work because of illness before completing four (4) hours of his scheduled work day, his absence shall be considered as starting with that day.

192. If, as of the date the absence begins, the employee has passed his first (1st) anniversary date of employment but has not reached his fifth anniversary date, said part wage payment shall commence with the eighth (8th) consecutive calendar day of absence. If as of the date the absence begins, the employee has passed his fifth (5th) anniversary date of employment, said part wage payments shall commence with the fourth working day of absence. No employee shall be eligible for said part wage payments unless the Company is notified promptly when the employee is unable to report to work.

193. a. The amount of said part payments for which an eligible employee is paid under Section 197 shall be determined from his continuous service from date of hire after making the following deductions:

(1) Authorized personal business

leaves of absence of more than thirty (30) days duration.

- (2) The length of time by which the accumulated total of employee's absence because of compensable or non-compensable sickness or accident exceeds one year.
  - (3) The accumulated total absences because of layoff.
  - (4) The time an employee spends as part-time or casual worker except when such time is in lieu of layoff.
- b. In computing the total amount of continuous service under the above, each 335 days on the payroll after making the above deduction, shall be counted as one year of continuous service.
  - c. If at the beginning date of a disability an employee has been on layoff more than 180 working days in the preceding 365 calendar days, he shall not be eligible for Sick Leave payments.
  - d. Termination of service due to quitting or discharge completely breaks the employee's continuous service record for Sick Leave purposes.

194. For Sick Leave payment purposes the work week shall be considered to be the first five (5) scheduled shifts only. For each qualifying shift absence an eligible employee shall be paid in accordance with the following schedule on the basis of the employee's basic wage rate for an eight (8) hour day:

Sick Leave payment for eligible employees shall

be fifty-five percent (55%) of the employee's basic wage rate for an eight (8) hour day.

195 If a holiday occurs after an employee has started an absence on account of sickness or accident, and if such employee is eligible to receive sick leave as provided for in this Agreement and if the disability is affirmed by acceptable medical evidence under the Sick Leave sections hereof, the employee shall be paid holiday pay, less the amount, if any, actually paid under the Sick Leave sections hereof, for that day.

196 When an employee who is eligible for Sick Leave payment becomes ill after starting a day's work and is forced to leave work because of such illness, he shall have the day considered as a waiting day if he has worked less than four (4) hours before leaving and if he reports to the First Aid Department before leaving the plant.

197 Employees qualifying under the foregoing sections shall be entitled to receive sick leave payments for the greater of the following periods:

- a. Ten (10) weeks for one (1) to ten (10) years of continuous service, or
- b. Twenty (20) weeks for eleven (11) to twenty (20) years of continuous service, or
- c. Twenty-six (26) weeks for twenty-one (21) or more years of continuous service.

The period for which sick leave payments shall be made shall be reduced by the number of days and weeks for which Sick Leave payments have been made during the twelve (12) months immediately preceding the starting date of the current disability.

198 Sick Leave benefits shall not be paid to an

employee:

- a. For weeks or days for which vacation pay is received except as provided for in Section 108.
- b. During a strike.
- c. During disabilities arising out of or in the course of employment as an independent contractor for profit or for another employer for wages.
- d. Beyond the effective date of the employee's retirement.
- e. With less than one (1) year of continuous service.

199 If any sickness or accident benefit payments, whether compensable or non-compensable, smaller in amount or duration than the part wage payments payable under Section 194 and 197 are or will in the future be required by State or Federal laws and if such payments are wholly or partially financed by the Company, it is understood that the difference only, if any, between such State or Federally required payments and the amount the employee is entitled to under Sections 194 and 197 shall be payable. If such State or Federal required payments are greater than those provided for under said section no payment shall be made under said section.

200 When an employee receives Sick Leave benefits as a result of an injury caused under circumstances creating legal liability against a third party to pay damages, and the employee takes proceedings against this third party, the Company shall be indemnified out of the recovery of damages to the extent of sick leave payments made,

provided the award of damages includes payment for loss of wages.

This provision shall be applicable only in cases where Sick Leave payments are made for more than four (4) weeks and in no case shall apply to the payments made for the first four (4) weeks of disability.

No Sick Leave payments for which the Company recovers its cost under this provision shall be considered as Sick Leave used in computing an employee's Sick Leave entitlement.

### **SEPARATION ALLOWANCE**

201. The Company shall give notice of the closing of the plant or division of the plant or a major department of a plant at least six (6) months prior to such closing. In the event such notice is not given, then for each day within such six (6) months period which except for the closing, would have been a working day and which is not within a weekly guarantee period, the Company will pay eight (8) hours at the employee's regular rate of pay to each employee who is involuntarily permanently separated from the Company as the result of such closing.

202. The Company will not make layoffs in anticipation of the issuance of a notice of plant, division or department closing pursuant to the foregoing for the purpose of avoiding the pay herein provided. If employees are laid off within a period of 45 days before a notice of closing, the Company will, upon request, furnish the Union information and records bearing upon the reason for such layoffs, and if it shall be established that such layoffs were made in anticipation of the notice of closing for the purpose

of avoiding the pay herein provided, the laid off employees shall be entitled to the same rights under this Section 206 as if they were on the active payroll on the date of the notice of closing of the plant or a division or department thereof.

203. a. In the event of a plant closing, employees at the closed plant with one (1) or more years of continuous service shall be entitled to elect one of the following options:

- (1) If fifty (50) years of age with twenty (20) or more years of service a special pension equal to one and one-half (1-1/2) times the normal retirement benefit payable to age sixty-two (62), at which time the normal pension benefit will be paid.
- (2) A separation allowance according to the schedule listed in Section 206 and, if qualified, be entitled to a vested deferred pension payable at age fifty-five (55) reduced from age sixty five (65), or an unreduced pension payable at age sixty-two (62).
- (3) The right to transfer, if eligible, to another Company location which has such a reciprocal transfer right provision agreed to between the Company and the Local Union.

Employees who elect the separation pay option have no further rights or service credits under the terms of the Agreement, except such rights as may have accrued prior to such

termination.

- b. In the event of a department closing, employees in the closed department may exercise their right, if eligible, to take another job according to the applicable layoff-recall seniority provisions in effect at that plant. Department and other plant employees with one (1) or more years of continuous service affected by the closing who do not choose to claim another job by virtue of their seniority will be entitled to elect one (1) of the following options:
  - (1) If fifty (50) years of age with twenty (20) or more years of service a special pension equal to one and one-half (1-1/2) times the normal retirement benefit payable to age sixty-two (62), at which time the normal pension benefit will be paid.
  - (2) A separation allowance according to the schedule listed in Section 210 and, if qualified, be entitled to a vested deferred pension payable at age fifty-five (55) reduced from age sixty-five (65) or an unreduced pension payable at age sixty-two (62).
  - (3) The right to transfer, if eligible, to another Company location which has such a reciprocal transfer right provision agreed to between the Company and the Local Union.
  - (4) To go on layoff and if not recalled after two (2) years of continuous



layoff be eligible to receive a separation allowance equal to that which they were eligible at the time of initial layoff.

Employees who elect the separation pay option have no further rights or service credits under the terms of the Agreement, except such rights as may have accrued prior to such termination.

- c. *In the event the employment of an employee is terminated by reason of a permanent closing, on or after February 26, 1996 and prior to December 10, 2009 of a plant, division of a plant or department of a plant in which the employee was working at the time of closing, then the rights which the employee would otherwise have under paragraph 203 (a) or (b) above, shall be modified as provided in the memorandum of Amendment Concerning Pensions dated September 17, 1980.*
- d. "An employee who is separated from the service because of a permanent closing of the plant or a department of the plant, will be paid, for each full month between December 24 and the month of separation inclusive, one-twelfth (1/12th) of the amount of vacation pay he would normally receive the following year.

204. Separation allowances shall be paid to employees having one or more years of continuous service who are permanently dropped from employment because of reduction of forces arising

out of the closing of a department or unit of the business and when it is not expected that they will be reemployed.

205. Separation allowances shall not be paid:

- a. To employees with less than one (1) year's continuous service;
- b. To employees laid off in gang reductions, unless those on continuous layoff for two (2) years as provided in 178 d;
- c. In cases where the employee was discharged for cause;
- d. In cases of voluntary resignation;
- e. To employees who accept an offer of employment by the Company in another department or transfer to another plant except as provided in Section 209 h (4);
- f. In cases where employees exercise their option for an immediate normal or special pension benefit.
- g. To an employee who by virtue of his seniority could continue to work.

206. Methods of computing separation allowances:

The following schedule is to be used in computing the number of weeks pay according to the years of continuous service. Payments are to be computed on the basis of forty (40) hours per week or the employee's basic work week, if different, at his basic hourly rate of pay.

Years of Continuous Service	Weeks Of Pay
1 .....	1
2 .....	2

3	.....	3
4	.....	4
5	.....	5
6	.....	6
7	.....	7
8	.....	8
9	.....	9
10	.....	10

11 through 20 years add to 10, 1-3/4 week's pay for each year of continuous service above ten (10) years. 21 years and over add to 27-1/2, 2 week's pay for each year of continuous service above twenty (20) years.

Example: 12 years of continuous service – 10 week's pay; First 10 years of continuous service; Service over 10 year (12-10) or  $2 \times 1 \frac{1}{2} = 3 \frac{1}{2}$  week's pay; Total Separation Allowance 13  $\frac{1}{2}$  week's pay.

207. To the separation allowance computed as per the example, add vacation pay for the current year if the employee has qualified for but not taken such vacation. The amount due under this article shall be paid as follows:

If less than the equivalent of four week's pay – one lump sum. Amounts over a total of four week's pay – weekly installments of full wages until the total amount is exhausted. The employees may, at their option, elect to receive such amount in a shorter period of time or in one lump sum. In the event of death, any unpaid balance shall be paid to the widow or dependents.

208. An employee who is entitled to sick pay or is in his sick leave waiting period on the day prior to the date of a plant closing shall continue to

receive sick pay for the duration of that illness, but only to the maximum amount provided under the Sick Leave provisions of this Agreement, and then only to the extent that such employee complies with such provisions and applicable practices or agreement related to sick pay. In such situations of sickness beyond the plant closing date, the employee will receive his applicable severance pay benefits in accordance with Section 203a of this Agreement and any other benefits to which he may be entitled under this Agreement by reason of the closing, and shall otherwise be considered a severed employee for all other purposes under this Agreement.

#### 209. Inter-Plant Transfer Rights

- a. An eligible Employee (as defined in [b] below) has the right to be transferred from the Madison plant to the bargaining unit represented by the UFCW Local Union at the Davenport plant of the Company if such Employee is subject to being permanently separated from the service because of a reduction in force arising out of the closing of a plant or a division of a plant or a department of a plant and where at the other plant there is at least one junior employee first employed by the Company on or after October 1, 1979.
- b. An eligible Employee for purposes of this Section is one who:
  - (1) is physically fit (provided that no Employee shall be disqualified by reason of any physical condition which has not disqualified him from work at the plant at which he is employed, and if it can be reasonably expected that such Employee

can perform the job or jobs to which such Employee is entitled at the new plant), and

- (2) Can do the work available at the plant to which the Employee is to transfer, or learn it *within a reasonable time.*
- c. Seniority for the purposes of this Section "Inter-Plant Seniority" for an Employee shall date from October 1, 1979 or thereafter depending on his date of hire. Inter-Plant Seniority shall be forfeited when an Employee is discharged for cause or separated from the Company under the provisions of Section 178.
- d. No later than sixty (60) days after the issuance of a notice closing pursuant to Section 201, the Company shall prepare and forward to the Union "Transfer Opportunity Sheets", which shall continue as to each plant to which transfer may be made, at least the following information:
- (1) Plant location.
  - (2) Brief description of operations at such plant.
  - (3) Total employees within the bargaining unit.
  - (4) Common labor rates.
  - (5) Number of jobs available as transfer opportunities in accordance with this Section. The jobs considered available shall be permanent jobs which are *vacant and permanent job being held*, by reason of their seniority, by Junior Employees as defined in (a) above.

If any information contained in the Transfer Opportunity Sheets shall change following initial issuance, the Company shall promptly forward amended sheets showing the changed information.

In addition, within the same period, the Company shall prepare and forward to the Union an "Option Sheet", which is a listing and explanation detailing the options available to Employees to be affected in the closedown (severance pay, pension, inter-plant transfer, etc.)

The Company shall post the current Transfer Opportunity Sheets and the Option Sheets in the plant no later than 60 days before the scheduled closing date.

- e. Thirty (30) days before the scheduled closing date, representatives of the Company and of the Union shall hold a closing procedure meeting at the plant for the purpose of determining an Employee interview procedure and resolving questions as to transfer opportunities and other options of the affected Employees.
- f. At the conclusion of the meeting described in (e) above, the affected Employees will be interviewed individually by representatives of the Company and the Union. Each Employee will be given a full explanation of the options available to him, including a statement of the transfer opportunities and the amount of severance pay, pension or other benefits available to him. At such interview, the Employees shall be required to indicate their choice from among the options available, and any election (either to accept or not to accept interplant transfer) shall not

thereafter be changed, except for the right to select an alternative option after a trial period in accordance with Subsection (h) (4) of this Section.

- g. If the total number of transfer opportunities available at or before the time of closing of the plant, division or department of the plant is smaller than the number of Employees permanently severed as a result of the closing, such opportunities shall be offered to eligible employees in order of plant seniority. In allocating transfer opportunities among the eligible Employees who are entitled by plant seniority to have such offer made to them, the Company, to the extent permitted by the number of transfer opportunities available, shall follow the designated plant preferences of those who are entitled to transfer and who have designated a plant preference; such choice shall be made in order of plant seniority.
- h. An Employee transferred to another plant will:

  - (1) Be credited at that plant to which he is transferred with full service rights, and continue to accrue service rights for all benefits including an alternative option to which he may become eligible under Subsection (h) (4) of this Section.
  - (2) Be credited at the plant to which he is transferred with a plant seniority date which is the same as his Inter-Plant Seniority date or October 1, 1979, whichever is later.

- (3) Transfer rights as between Employees transferred into a plant pursuant to this Section shall be determined in accordance with plant seniority dates of such Employees at the plant from which they were transferred.
- (4) For a period of six (6) months following an Employee's transfer to another plant, such Employee will retain the right to select an option other than an inter-plant transfer provided the Employee is otherwise eligible for such option. Moving expenses shall only be paid for the original move.
- i. An Employee's rights of transfer under this Section shall terminate in the following circumstances:
  - (1) Upon the expiration of two (2) years from the date of permanent separation.
  - (2) If an Employee refuses a proper offer of transfer made in accordance of this Section.
  - (3) Upon acceptance of severance pay.
  - (4) Upon retirement under the terms of the Pension Plan.
- j. Issues arising in the administration of the inter-plant transfer program under this Section, including the number of transfers which may be permitted into available jobs as listed in Subsection (d) (5) of this Section of a bargaining unit at any time, may be submitted at the Union's request to arbitration under Section 211.
- k. Employees at the Davenport plant of the



Company have been granted reciprocal transfer rights to the Madison plant, under terms and conditions identical to those granted the Madison Employees in this Section. The Company shall advise all Employees hired in either of the two plants on or after October 1, 1979, that their seniority rights are subject to such inter-plant transfer rights. Failure of the Company to give such notice shall not, however, affect the rights of any Employee under this Section.

- i. An Employee accepting an inter-plant transfer under the provisions of this Agreement will be eligible to receive an allowance towards their moving expenses as follows:

Miles Between Former Plant And <u>New Plant</u>	<u>Single</u>	<u>Married or Head Of Household</u>
0-24	None	None
25-99	\$ 40	\$150
100-299	70	235
300-499	100	325
500-999	125	410

210. a. Within five (5) years after the Company closes down or substantially terminates production operations at any plant or division or department of a plant covered by this Agreement, the Company will not by sale, contract, lease, or other similar arrangement, secure the production of the same or substantially the same products within the same plant by another producer. This provision shall not apply to packer-to-packer sales or purchases of product in the normal

course of business.

- b. Within five (5) years after the Company closes down or substantially terminates production operations at any plant or division or department of plant covered by this Agreement, the Company will not enter into a contract or other similar arrangement whereby the Company agrees to purchase from a third party producer's plant located within one-hundred (100) miles of the closed plant, division or department, the production output of such third party producer's plant or a volume of such output substantially equivalent to or exceeding the output of the closed Company plant, division or department, of the same product or substantially the same product which the Company produced at its closed plant or division or department thereof. This clause shall not apply to production added to the facility after January 1, 2005.
- c. If the Union believes that the Company has entered into a contract or is about to enter into a contract in violation of Sections (a) or (b) above, the Union may, within a reasonable time, request an immediate meeting with the Company. The Company will provide the Union promptly upon request all information and relevant documents necessary to determine whether a violation has occurred or may occur, including information with respect to the kinds and volumes or product involved, duration of the agreement, etc., except that the Company may furnish only excerpts of documents where the portions withheld contain confidential or proprietary information

which is not necessary for a determination as to whether a violation has occurred or may occur.

- d. Thereafter, if the Union believes that a violation has occurred or is about to occur, it may submit to the Company within six (6) months after the meeting between the Company and the Union referred to in Section (c) above, a written statement to that effect, which shall be treated as a grievance to be submitted promptly to arbitration. The arbitrator shall have full authority to decide whether the transaction or prospective transaction is, or if completed, would be, in violation of Section (a) or (b) above, and, if so, to direct such remedy as may be appropriate to prevent the violation or to provide damages.
- e. This Section shall not apply to plant closing situations for which notices were given on or before July 1, 1979.

#### **Grievance Procedure**

211. Procedure for handling grievances involving members of the Union shall be as follows:

- a. The aggrieved employee, accompanied by the Department Steward if the employee desires, shall consult with the employee's supervisor. If a group of employees are involved in the grievance, the Steward shall represent the employees. The grievance shall be discussed in the supervisor's office or away from the employee's workplace.
- b. In case of failure to arrive at a decision in the first step within twenty-four (24) hours, the supervisor together with the aggrieved

employee and the Steward shall take the grievance up with the Unit Manager or equivalent level of management. It is understood that the Union Chief Steward, and the Union Business Representative may be called in at this time.

- c. In case of failure to arrive at a decision in the second step, the grievance shall be referred to the Plant Manager and the Union Business Representative for settlement.
- d. In case of failure to arrive at a mutual agreement of the grievance between the Union and the Company in the above step c., the grievance shall be referred to arbitration immediately as hereinafter provided. If the Company refuses to submit the grievance to arbitration, the Union shall not be bound under the no strike provision of this Agreement.
- e. The procedure of arbitration and the arbitrator shall be agreed upon between the Local Union President and the Plant Manager or their deputies. Arbitration costs shall be borne equally by the Company and the Union. The findings of the arbitrator shall be final and binding on all parties concerned.
- e. The arbitrator shall have no right to modify, amend, or add to the terms of this Agreement or to require of the Company, the Union, or any employee of the Company any act which he is not required by law or by this Agreement to perform. It is understood that disputes regarding wage rates shall not be subject to arbitration and that disputes regarding work standards are subject to arbitration only as specifically provided in Section 99.

- g. At any step in this grievance procedure the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further, if in the judgment of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Executive Board.
212. a. The Company shall not hold any conference or interview with an employee who is the subject of any investigation or who is being interviewed in connection with the imposition of discipline of the issuance of a warning which is to be entered in the employee's record (provided such interview or conference goes beyond the announcement of the disciplinary action or the delivery of the warning), unless the Company shall have advised the employee of his right to be represented at such occasion by a Union representative of his choice and shall afford the employee, if he or the Union representative so request, the opportunity to consult privately with such representative before the commencement of the meeting.
- b. No letters of notations of warning or of disciplinary action shall be entered in any employee's personnel record unless the Company first advised the

employees of its intent to enter such writings in his record and affords him an opportunity to read such material. Upon reasonable notice, an employee shall be afforded an opportunity to read and obtain copies of any material in the employee's personnel record or file concerning verbal or written warnings of disciplinary action affecting such employee or any other material in the employee's personnel file relevant to a pending grievance which is brought on behalf of such employee.

- c. No employee will be required to submit to an examination by lie detector machine (polygraph), stress test evaluation or other similar device.
- d. It is agreed that the Union shall be furnished with any pertinent information requested for the study and processing of grievances.

213. A grievance involving the discharge of an employee must be submitted by the employee or his Union Representative to Human Resources not later than five (5) working days from the date of the discharge or five (5) working days from the date the employee was notified of his discharge, whichever is later.

214. If it is necessary for a department steward or Chief Steward to leave his or her job to attend a grievance meeting with Company representatives, he shall first notify his department supervisor.

215. Payments claimed because of a violation of the Agreement shall be retroactive to a maximum

of one (1) year on grievances involving incentive payments and to a maximum of six (6) months on other grievances from the date the Company is informed of the grievance, except as otherwise provided for in the Agreement.

### **Amendments and Changes**

216. All amendments and changes or interpretations agreed to by both the Company and the Union, during the life of this Agreement, shall be reduced to writing, signed by both parties, and become a part of this Agreement.

### **Bulletin Boards**

217. Bulletin boards shall be provided including boards at both the front and back gates where the Union may post notices of Union recreational and social affairs, notices of Union meetings, appointments, and other Union business, elections and results of Union elections pertaining to the plant.

### **Pensions and Insurance**

218. Pension Plan No. 1 as negotiated and amended by the Company and the Union is set forth in a separate booklet.

219. Effective January 1, 2001, employees shall be given a non-contributory life insurance policy at 1 times the employee's base rate (2080 hours times base rate) at no cost to the employee.

220. Employees have the option of purchasing contributory life insurance thru the Group Universal Life plan on the employee at a maximum of 4 times, spouse at a maximum of 2 times (\$10,000 increments), and children at \$10,000.

221. Effective January 1, 2001, the current medical plan will be converted to the Kraft Choice Plan.

222. Employees who have retired under the provisions of Pension Plan 1 and employees who may retire during the life of this agreement under Pension Plan 1 shall be entitled to a \$5,000 non-contributory life insurance policy. Non-contributory insurance in excess of this amount shall be cancelled on the date of retirement. Employees who retire during the life of this agreement and are enrolled in the Group Universal Life plan, may continue such coverage as long as the group policy is in effect by paying the premium required by the policy.

223. When an employee, who has been separated from the Company, receives a vested deferred pension such employee shall not be eligible for group Life Insurance and other group Health Care benefits.

#### **Line Technicians – Definition of**

224. A Line Technician is a full time hourly employee selected by the Company to perform assigned work as described in this appendix. Line Techs will be line or department specific. The implementation of a Line Technician will be in accordance with the following conditions:

1. There will be two types of Line Technicians:
  - a. Line Technician I – Continues to be a full-time working employee performing duties as described in B.1 through 5. below, in addition to the normal duties of their regular job.
  - b. Line Technician II – Does not work a posted job. The Line Tech II job description shall be negotiated between the Company and the Union. Employee may be



assigned or reassigned at Company's option without regard to time limits.

2. The Company will decide the number of Line Technicians required.
3. The term of an employee as a Line Technician I will be for one year. After one year, the Company may extend the assignment for successive one year periods or select a new Line Technician.
4. A notice will be posted informing employees of an opening. Employees may sign the notice to indicate their interest in being considered for the position. Seniority governs where qualifications are equal. Employees will not be force placed into this position.

5. Works a Job Description

	Posted <u>Job</u>	Negotiated with <u>Union</u>	Rate <u>Premium</u>
Line Tech I	Yes	No	Minimum \$.50 above posted job*
Line Tech II	No	Yes	Determined by Company

\*All employees in this job will receive the same premium. The premium may be increased with notice to the Union.

6. The Company may discontinue any Line Technician I position at any time; if that is prior to the end of the Twelve month period, the incumbent Line Technician will be paid the premium rate for an additional thirty (30) calendar days.
7. The Company may remove an employee from the Line Technician job at any time for any reason.

- B. The Company and the Union will jointly develop and maintain a program with objectives to ensure all Line Technicians receive the training and development necessary to successfully fulfill their job responsibilities. The Company shall prepare a written job description for each Line Technician which will include the duties of the job to which the Line Technician is assigned. The Line Technician's specific duties as shown in the job description may include, but not limited to, the following:
1. Training
    - a. Train new employees.
    - b. Train other employees who are assigned to new or different jobs.
  2. May perform simple maintenance tasks. Available to assist Maintenance to help troubleshoot a problem. This assignment of work may or may not be covered under Section 158. If a disagreement arises over the application of Section 158, it shall be subject to the grievance procedure.
  3. Other duties:
    - a. Can spell employees for relief
    - b. Supply materials and equipment
    - c. Assist where needed in the areas of production, quality, safety, sanitation, and house-keeping
    - d. Do paperwork if assigned by the Supervisor
    - e. Other duties as assigned by Supervisor
  4. Job Assignments

May assign employees to perform jobs. This should be coordinated with the Department Supervisor to ensure that job rights are maintained. May guide efforts of the crew in completion of the work.

5. The Line Technician will not discipline, but will have the right to report problems to the Department Supervisor, who in turn, may elect to impose discipline.
- C. The Line Technician shall work the hours within their shift as assigned by Supervision and will be paid for any overtime hours according to the current labor agreement. The Line Tech shall be assigned overtime in accordance with Section 43.

### **Term of Contract**

225. This Labor Agreement between Kraft Foods, Inc., Madison Plant, and Local 538 of the United Food and Commercial Workers International Union, AFL-CIO, shall remain in full force and effect through midnight, December 10, 2009 and thereafter for one (1) year periods unless terminated by either of the contracting parties by written notice at least sixty (60) days prior to any termination date.

This Agreement becomes effective upon Ratification by the Membership.

#### **WITNESSES:**

##### **FOR THE COMPANY**

Jeff Horne  
Barry Haberman  
Charles Jones  
Greg Breunig  
Dave Gmeinder  
Raymond Ladell  
Bradley Rauchfuss

##### **FOR THE UNION**

Joseph Jerzewski  
Mike Krogman  
Ron Pedersen  
Dave Koltes  
Eliza Ortiz  
Eric Zeigler

### **AMENDMENT**

It is hereby agreed between Kraft Foods, Inc., Oscar Mayer Foods Division, Madison Plant, and Local 538 of the United Food and Commercial Workers International Union, AFL-CIO, that the agreement in force and effect between the Company and the Union for the period terminating December 10, 2009 is hereby amended as per the below Sections 227 to 240 inclusive.

226. When a job opening occurs as a Power Plant Mechanic, it shall be filled in accordance with Section 143 of the Labor Agreement.

Other vacancies in the Power Plant, Department

300, shall be filled through promotion in accordance with the following job progression:

- a. No.1 Operator to Relief Operator
- b. Relief Operator to Engineer

No skipping or change in the sequence of jobs in the progression shall be allowed.

The posted job in the progression shall be filled in accordance with the following priority:

- (1) The employee on a job which is at a higher level in the progression who has the most accumulated job seniority on jobs in the progression at or above the posted job.
- (2) The employee in the next lower level of the progression who has the most job seniority at the lower level;.

In addition to the job seniority requirement, an employee must score a passing grade on the basis of:

- (a) a written and demonstration examination for the posted job of Fireman.
- (b) an oral and demonstration examination for all other posted jobs in the progression in order to qualify for that job.

The successful candidate shall be put on the job on an extensive training basis for not more than sixty (60) working days at a rate two (2) brackets below that established for the job. Not later than the completion of the sixty (60) day training period the candidate shall either be placed on the job permanently at the established rate of pay or returned to his previous job if his progress has not been satisfactory or if the candidate changes his mind on accepting the job.

In the event a job in the progression cannot be filled because a qualified person is not available in the next lower group in the progression, then a qualified person who can pass the examination and meet the other necessary skill requirements may be placed on the job.

If no employee posts for a job which is open in the progression, then the employee with the least job seniority in the next lower level in the progression who can meet examination requirements shall be required to take the posted job.

Any employee who is in a job grade because he has posted downward to that grade shall be excluded from this forced placement.

227. Job groups in the Maintenance Department are established in the following manner:

- a. Electricians – (i.e. electricians, lamp & tube changer, motor bench)
- b. Millwrights – (i.e. maintenance millwrights, construction millwrights, sheet metal, blacksmith, millwright welders, smoke house repair, rotary equipment repair)
- c. Technical Trades – (i.e. technical trades, electronics, instrument recorder, scale repair)
- d. Jeep Maintenance – (jeep mechanic, battery repair, wheel & truck repair, jeep oiler, plant oiler)
- e. Storeroom – (i.e. saw filer, stock room, blade sharpening, tool crib)
- f. Building Trades – (i.e. carpenters, brick & tile setters, cement finishers, roofers)
- g. Painters – (i.e. painters, pipe covering)

- h. Pipefitters – (i.e. pipefitters, pipefitter-welder, meter repair, HVAC, rotary equipment maintenance)
- i. House Mechanics
- j. Clerical

When an opening in one of the above groups is posted in the Maintenance Department, first consideration shall be given to applicants who are members of the same work-group in which the opening occurs. If there are no applicants from within the work-group involved, other applicants who signed the posting shall be considered on the basis of departmental seniority.

There shall be no job rights in the Maintenance Department, and nothing in this Section is intended to limit the existing practice of work assignments within the group.

The procedures for placement of employees within the House Mechanics job group are set forth in a Memorandum of Agreement dated March 22, 1996.

228. When an addition is to be made to any of these groups, a notice on regular job notice forms to that effect shall be posted on the Maintenance Department bulletin boards in accordance with the following procedure:

- a. Probationary employees may be requisitioned from the Employment Office at the discretion of Management whenever there is a need to add employees to the Maintenance Department. Such probationary employees hired into the department may be required to work in any of the craft groups. During their 60-day probationary period, probationary

- employees may be required to sign any open posting.
- b. New openings into a group will be subject to a department-wide posting, except that probationary employees are not eligible to sign for such postings.
  - c. If there are no signers in the authorized 48-hour period, an existing probationary employee may be assigned to the group or a new man may be requisitioned from the Employment Office, or the employee with the least departmental seniority who meets the skill requirements of the posting may be assigned to the group in accordance with Section 239.
  - d. New openings left unsigned, as outlined in Step b above, may be filled by probationary employees for the 60-day period following the initial 48-hour posting period. The Union will be notified that an unsigned (open) posting exists *and that the group opening is being made available only to probationary employees for a 60-day period.* If, during this 60-day period, a probationary employee is asked to sign an open posting, he will acquire group rights and a signed copy of the posting will be sent to the Union Office. A probationary employee who refuses to follow this procedure will be considered a quit.
  - e. If no probationary employee was required to sign an open posting during the initial 60-day period, the opening will be reposted, department-wide, and the above procedures will be repeated.



229. The rate for the employee selected shall be negotiated by the Company and the Union in accordance with his qualifications.

230. The Company may continue its practice of temporarily shifting employees from one group to another because of work demands. The Company is responsible for providing necessary safety training. If an employee or employees feel that this practice is being misused it shall be a proper subject for grievance procedure.

231. In the case of an individual employee the Company and the Union may agree to shift such employee from one group to another but the employees in the department shall be notified before such a shift is made.

232. Hiring rates and rate progression in the Maintenance Department shall be determined as outlined in the Pay for Skill – Skill Level Agreement.

233. When, because of a separation, transfer, or the need for an additional skilled mechanic it becomes necessary to hire a craftsman in the Maintenance Department, Power Plant or Garage, the employees on the plant layoff roster who have the necessary craft qualifications shall be given consideration in accordance with the regular recall procedure. However, if there are no employees on the plant layoff roster who have the necessary craft qualifications for the vacancy, the Company may hire a new employee with such required qualifications and the Company agrees that after thirty (30) days employment such newly hired employees shall receive the Mechanical base rate. It shall be further understood that this section shall not be used until the Company and the Union have reviewed all the employees holding department

seniority in these departments and are mutually satisfied that none of the present department employees are capable of filling the vacancy. If there is disagreement concerning the latter point, a third party such as a mutually agreed upon authority will act as arbiter concerning the adequacy of an employee's craft qualifications for the vacancy.

234. To allow the employees of the Maintenance Department to properly arrange their weekend activities, the Company agrees to post on department bulletin boards, by 3:30 P.M. on Thursday, the work that is scheduled for the following weekend, and to notify the individual employees by the end of their Thursday shift that they are scheduled to work either one or two days, as the case may be, of the following weekend. It is understood and agreed that the above posting and notification shall not apply in cases of emergency work or work beyond the jurisdiction of the Maintenance Department to properly plan or schedule and that such work which comes to the Maintenance Department after Thursday, shall continue to be performed on the same basis as in the past.

235. To expedite the orderly completion of Maintenance Department projects, which by their nature are performed in locations not under direct constant supervision by the supervisor, the Maintenance Department supervision may appoint at its discretion, a "Maintenance Department Lead Man". The Lead Man shall perform at least four of the following:

- a. Continue to be a full-time working employee, performing all the functions of his regular job as described in the Job Description Sheet.
- b. Help train new employees and others need-

ing assistance on their jobs.

- c. Direct efforts of the crew in completion of the work.
- d. Keep supervisor advised as to requirements for materials and equipment for the job.
- e. Have responsibility for the safety of personnel and properly within the scope of the subject.
- f. Have responsibility for plans and blueprints issued to him for the project.

Written notification of the appointment of a Lead Man to co-workers and the Union shall be made previous to the start of the day's work.

236. To compensate for the additional responsibilities assigned to him, the Lead Man shall receive \$.60 per hour above his regular hourly rate for all time as Lead Man. This rate could be changed with mutual agreement of the Company and the Union.

237 If there are no applicants for a posted opening into a group, the employee with the least department seniority who meets the skill requirement of the posting shall be assigned to the group.

An employee who refuses to follow this procedure shall be considered a quit.

238. If an employee who has posted into a group is not capable of performing his work assignments satisfactorily within a maximum period of sixty (60) accumulated working days he shall be returned to his previous group status. The next most senior person who has applied as a result of the posting may be placed on the job without reposting provided this occurs within sixty (60) calendar days from the date the job was posted.

Otherwise the job will be reposted. If an employee changes his mind on accepting a posting into a group within a period of ten (10) accumulated working days, he may return to his previous group status.

239. Employees classified at the top rate for their job classification who meet the necessary skill requirements shall be assigned to shifts on the basis of departmental seniority as per the existing practice in the Maintenance Department.

No grievance shall be recognized which challenges an employee's right to a shift on the grounds that his seniority date does not entitle him to that shift if he has been on the new shift for sixty (60) calendar days and no grievance challenging his right to the new shift has been filed by that time except as provided in Section 151.

#### 240. Department 880 Reduction Restoration Procedure

1. Mechanical Department is subdivided into job groups.
  2. Within each job group specific crafts are located.
  3. Department Seniority is used to determine job group and shift preference.
  4. After considering Department Seniority, Plant Seniority is used to determine the order employees are reduced from or recalled to the department.
- I. Reduction Procedure
- A. When the Company reduces in the Mechanical Department, it will do so by craft.
  - B. Within the group of the craft to be reduced,

the employee with the least departmental seniority will be reduced.

- C. The employee reduced will then be reassigned to *his/her most recent prior group*, provided he/she has enough departmental seniority.
  - 1. The person displaced by this process will then be *reassigned to his/her most recent prior group* provided he/she has enough department seniority. This process will be repeated until the employee with the least departmental seniority has been reduced.
  - 2. If from C. above the employee doesn't have enough departmental seniority to enter this job group then he/she will be reassigned to his/her second most recent job group and so on. Regardless of which job group the employee comes to rest in, the displacement process of 1. above will be followed.
  - 3. The employee with the least amount of departmental seniority as determined above, will have his/her PLANT seniority compared to the department employee with the least amount of PLANT seniority. The employee(s) with the least amount of PLANT seniority will be the person(s) reduced from the Department.
  - 4. Departmental seniority will be used to determine shift preference in the new job group.
- D. The person reduced from the department will then be compared with production employee's seniority. Plant seniority will then rule to determine the employee laid off.
- E. If employees are relocated to a craft not pre-

viously worked in, the starting rate will be base rate plus the Basic Skills certification pay level.

## II. Restoration Rights

Employees who are reduced from their preferred job have restoration rights to the job group from which they were reduced. However, they do not have restoration rights to the craft, job or shift from which they were reduced. Employees who continue in the Department will retain these restoration rights for three years. Employees who leave the Department will retain restoration rights for 30 days after leaving the Department. Employees who refuse restoration will be required to sign-off their preferred job group.

Reduction and restoration will be by the employees' entire group job history. At the time of reduction or recall, the Company will rearrange current work group before establishing openings. The Company will post jobs in sequence as required for orderly operation of the Plant.

## Appendix A – Scheduled Work Week

The following shall be the schedule work weeks for each department as referred to in Section 27:

Dept#	Mon-Fri
1 Variety Set-ups	Compressed
3 CLSP	X
9 Freezer, Shipping Cooler, Loading Dock	X
14 Belly Trimming & Curing	X
83 Inedible	X
101 Saran Tube	X
124 J-Con	Compressed
125 Sausage Manufacturing	X
127 Alkar	X
128 KSI	X
132 Dry Sausage	X
146 Slice-Pak	X
161 Ham Slice	X
164 Sliced Bacon	Compressed
220 Sewage Disposal	X
221 Spice	X
256 Sanitation	X
300 Power Plant, Shift Engineers, Relief Operators, No. 1 Operator	Continuous
480 Chauffeurs, Truck Spotting Other	X
481 Garage	X
531 Employee's Market	X
555 Cafeteria	X
578 Package Fabrication	X
880 Maintenance – All	X

## **APPENDIX B**

The following jobs shall be considered continuous operation jobs for all purposes of this Agreement:

300 Power Plant – Shift Engineers, Relief Operators, No. 1 Operators

Any changes in the above listing shall be the subject of negotiations.

## **APPENDIX C**

### **KRAFT SUBSTANCE ABUSE POLICY**

The Company and Union agree to change the For Cause Drug Testing Program to the Kraft Substance Abuse Policy.

Kraft Foods North America, Inc.

#### **POLICY:**

Kraft Foods recognizes the problem of drug and alcohol abuse in society, while also realizing that drug and alcohol dependency can be treated and controlled. Kraft Foods is committed to providing a safe work environment, one that is free of drug and alcohol abuse, for all of its employees. We expect our employees to recognize this commitment and understand that remaining "drug-free" is a condition of continued employment. The purpose of this policy is to provide a work environment that prevents drug and alcohol abuse and to offer assistance to employees who voluntarily come forward seeking help with a substance abuse problem prior to the occurrence of a violation of this policy.

#### **GENERAL PROVISIONS:**

##### **A. Employee Assistance**

Kraft Foods offers assistance to all employees for the treatment of drug and alcohol abuse



through employee assistance programs (EAP) authorized by the Company for this purpose. Employees are encouraged to voluntarily acknowledge a problem and to undertake a treatment program before any incident occurs under this policy which could lead to disciplinary action. If no other Company policies are violated, employees who successfully complete the program will not place their jobs in jeopardy. Employees who violate any provisions of this policy before requesting help through an employee assistance program will be subject to disciplinary action, up to and including discharge.

#### B. Definitions

"Drugs" or "controlled substance" as used in this policy refers to alcoholic beverages and any substance or narcotic taken or possessed not under the supervision of a licensed health care professional including, but not limited to, marijuana, cocaine, crack, PCP, heroin, hallucinogens, amphetamines, depressants and barbiturates. It also includes prescription and over-the-counter medications which are being used illegally, or other than as prescribed, and inhalants, such as glue and nitrous oxide.

#### C. Use, Sale and Possession

In keeping with Kraft Foods' objective of a work place that is free of drug-and-alcohol abuse, employees will be subject to disciplinary action, up to and including discharge, for violations of the following rules:

1. Using, selling, offering to sell, manufacturing, distributing or possessing drugs or controlled substances while on the job or on Company-

owned or leased property (including vehicles). Any illegal substances found on Kraft property, including Company-owned or leased vehicles, will be turned over to the appropriate law enforcement agency and may result in criminal prosecution.

2. Using, selling, distributing or possessing alcohol on any Company-owned or leased property (including vehicles), unless specifically authorized by a senior Kraft Foods manager.
3. Working while under the influence of alcohol at a level of .04 or higher or with a detectable level of prohibited drugs in one's system.
4. Using prohibited drugs off the job if the off-duty use results in the presence of a detectable level of such drugs in the employee's system after an employee reports for work. It will also be considered a violation of this policy if an employee tests positive for prohibited drugs on any drug test that is administered pursuant to applicable government regulations (e.g., DOT physical exams) even if such test is taken on an employee's day off. In addition, an arrest or conviction for off-the-job drug activity may be considered a violation of this policy. In deciding what action to take for arrests or convictions, Kraft Foods may consider factors such as the nature of the charges and the effect the employee's actions may have upon customers, other employees, the public, or Kraft Foods' reputation and image.

#### D. Searches

Kraft Foods reserves the right to conduct searches of employee lockers, desks, vehicles or personal effects such as purses, packages, brief cases and lunch boxes on company-owned or leased property, including company-owned or leased vehicles.

#### E. Use of Prescription Medicine

Employees who are undergoing prescribed medical treatment using prescription or over-the-counter drugs are responsible for being aware of any potential effect such drugs may have on their judgment and ability to perform their duties and to report such use to the Employee Health Department, their supervisor or the Human Resources department prior to beginning work. This information will be handled on a confidential basis. A determination will be made if the employee's assignment is temporarily affected; the employee's job, however, will be not jeopardized. Failure of an employee to report medical treatment as required may subject the employee to disciplinary action, up to and including discharge. Employees who fail a drug or alcohol test given under this policy without having previously notified the Company of their use of medicines that could adversely affect their ability to safely perform their job are subject to disciplinary action, up to and including discharge.

#### F. Substance Testing

Employees and applicants for employment will be required to submit to substance testing to determine the presence of drugs or alcohol within their systems. Kraft Foods shall have the right to deter-

mine the appropriate method of testing, which may include, but is not limited to, urine, breath, blood, saliva, hair follicle tests, or any other recognized means of substance testing.

Testing for drugs, controlled substances and alcohol will be required under the following circumstances:

1. Pre-employment drug testing as part of the employment process. A test will be required for all final applicants, and applicants who test positive will not be employed. This includes all employment and re-employment, whether for temporary, part-time, or regular full-time positions.
2. After the following type of accidents:

- a. Reportable Injuries

Testing is required after a reportable injury. A reportable injury is one that involves medical treatment (other than first aid), a loss of consciousness, restriction of work or motion, requires transfer to another job, or results in lost time.

- b. Vehicle Accidents

This section of the policy applies to drivers of any Company-owned or leased car, truck or powered piece of equipment, such as forklifts. It also applies to anyone receiving a car allowance for a leased or rented vehicle, which is used for Company business.

Testing will be required after accidents whether or not the driver was injured and whether or not a ticket was issued to the driver. See the Kraft Sales Motor Vehicle

Policy for complete policy guidance applicable to employees who drive company or other vehicles as part of their jobs.

c. **Property Damage**

Testing is required after accidents that cause damage to Company property, leased property, and employee or customer property, including, but not limited to, product, physical plant and vehicles.

3. Employees may be required to submit to an alcohol and/or drug test if the Company has reasonable suspicion to believe that an employee possesses or is using or has used alcohol or prohibited drugs in violation of this policy. The decision to request a test will be made on factors such as, an employee's speech, appearance, motor skills, smell or performance of job duties, or an admission. A drug-related arrest or conviction will be considered reasonable suspicion under this section, as will the possession of drug paraphernalia on Company-owned or leased premises.
4. Employees will be subject to drug testing as may be required by federal, state or local laws. If any provision of this policy is in conflict with any federal, state or local law or regulation, the provisions of the applicable law or regulation will control.

G. **Disciplinary Action**

1. A violation by any employee of any part of this policy, including a refusal to submit to an alcohol and/or drug test when requested to do so, will result in disciplinary action, up to

and including discharge, even for a first offense. In the event an employee is suspended pending results of a drug/alcohol test, and the test results are negative, the employee will receive pay for time off provided the incident which triggered the test does not warrant disciplinary time off. If reasonable suspicion exists, an employee's refusal to submit to, or facilitate, searches of employee lockers, desks, vehicles or personal effects such as purses, packages, brief cases and lunch boxes will also result in disciplinary action.

2. If the Company learns that a test sample is adulterated and there is no evidence that chain-of-custody procedures have not been followed, it will be presumed that the sample has tested positive.

#### **APPENDIX D – Health Care Benefits**

Health Care Benefits are found in a separate document.

The weekly contribution levels for Health Care shall not exceed:

Year	Employee Only	Employee/ Spouse	Employee/ Children	Family
2005	\$10.00	\$13.00	\$12.00	\$15.00
2006	\$13.00	\$16.00	\$15.00	\$18.00
2007	\$16.00	\$19.00	\$18.00	\$21.00
2008	\$19.00	\$22.00	\$21.00	\$25.00
2009	\$23.00	\$26.00	\$25.00	\$30.00

Retiree Medical coverage will not be provided for those hired after 12/1/04.

**APPENDIX E**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**OSCAR MAYER FOODS CORPORATION -**  
**MADISON PLANT**  
**AND**  
**UNITED FOOD AND COMMERCIAL WORKERS**  
**INTERNATIONAL UNION**  
**AFL-CIO - LOCAL 538**

*This Memorandum of Agreement is made between Oscar Mayer Foods Corporation - Madison Plant (hereinafter referred to as Company) and the United Food and Commercial Workers International Union, AFL-CIO, Local 538 (hereinafter referred to as Union) for the express purpose of establishing certain specific conditions of employment in the following areas only:*

1. Any new product lines (i.e. Lunchables, Subway)
2. Any expanded operations (i.e. additional KSI lines)
3. Lunchables Department
4. Subway Setup Line
5. ALKAR Department
6. Variety Pak Lines 1, 3, & 4
7. Turkey Bacon Line 2
8. Bacon Department

*Sanitation jobs may be posted in the Compressed Operations Department. In that event, the seniority department for these jobs will be the Compressed Operations Department and the work schedule shall be in accordance with the Compressed Operations Agreement.*

*The maintenance work schedule may be in*

accordance with the Compressed Operations Agreement, except for Lunchables, but the Seniority Department shall continue to be D-880.

If the Company requests consideration of extended hours in any existing department, the Company and the Union may meet during the term of the Agreement to discuss the concept and application. However, the schedule may not be used unless a majority of the employees who will be changed vote to agree to the new schedule.

The current employees in existing departments which are converted to Compressed Operations, including Area Maintenance employees on Production shifts, will convert to the 4-10 hour schedule. The 3-10 hours shift will be hired as needed. Assignment to Compressed Operations on new product lines or expanded operations shall be on a voluntary basis for those employees hired on or before 2/13/78.

All other provisions of the current Labor Agreement will continue to apply unless they are in conflict with this memorandum. In such case, this memorandum shall apply.

It is again understood that application of Compressed Operations may create heretofore unanticipated questions which the Company and Union will meet to discuss and resolve as they may occur.

### **COMPRESSED OPERATION**

#### **A. Hours of Work:**

The normal work week shall be seven (7) consecutive days beginning Monday and ending on Sunday.

Work Schedules shall be made on the basis of:



- (1) based on four (4) ten (10) hour work days and, or two (2) three (3) ten hour work days.

**Shift Schedules are as follows:**

	MON	TUE	WED	THU	FRI	SAT	SUN
Crew I 1st Shift	10	10	10	10	Crew III 1ST Shift	10	10
Crew II 2nd Shift	10	10	10	10	Crew IV 2nd Shift	10	10
	*4	*4	*4	*4		*4	*4

\*Note that clean up may be performed by Clean up or a part of the duties of the Compressed Operation crew as determined by the Company.

**B. Overtime/Premium Pay**

Overtime shall be paid at time and one half (1-1/2) for hours actually worked over 40 in any one work week.

Overtime shall be paid at time and one half (1-1/2) after ten and one half (10-1/2) hours of work in any work day. Overtime shall be paid at time and one-half (1-1/2) for any employee on a four (4) day schedule who works on any day other than his normal work schedule regardless of the hours worked during the normal work schedule except that work on the seventh (7th) consecutive day in any one work week shall be paid at double time.

Employees hired before April 1, 1996 who are working on the three (3) day schedule will not be offered nor be required to work on any other day. If they do work on any other day, they will be paid double time all hours worked.

Employees hired on or after April 1, 1996 who are working the three-day schedule may volunteer

for jobs within their department and have preference over part-time or casual employees as long as their total work week does not exceed forty (40) hours or incur additional penalties for the Company. However, if part-time or casual employees are not available, employees from the three-day crew may be offered work beyond this forty (40) hour limit. Payment for these extra days of work shall be in accordance with this paragraph.

Overtime is not paid for hours worked over eight (8) in any one day unless such hours worked are over forty (40) in any one work week except that hours worked over ten and one-half (10-1/2) in any one day shall be paid at time and one half (1-1/2).

"Hours worked" shall include hours paid for holidays falling on a normal scheduled work day, vacations, jury duty, funeral leave or other like paid absences. "Hours worked" shall not include hours absent or paid for sick leave and workers compensation.

The rate of pay on Saturday and Sunday if that day is part of the employee's normal work week schedule, shall be the same as any other day.

#### C. Lunch and Rest Periods

The Company shall provide the following Lunch and Rest Periods:

1. Rest periods may be provided by a relief person or taken as a group as determined by the Company. Lunch breaks will be thirty (30) minutes unpaid. (Refer to Section 38 of current Labor Agreement regarding waivers and late lunch penalty.)

A first rest period of twenty (20) minutes shall be provided prior to Lunch.

A second rest period of fifteen (15) minutes shall be provided after eight (8) hours work.

A third rest period of twenty (20) minutes shall be provided after ten (10) hours of work. However if the work can be completed in 10.5 hours, the employees shall continue to work and the twenty (20) minutes will be added to their time for the day. This "added" break will count as hours worked for the calculation of overtime.

2. The Company and the Union by mutual agreement may consider other break schedules which are better suited to the type of operation.

D. A new department is not subject to the department closing provisions including separation allowance as provided by the current Labor Agreement for a maximum of 24 months. If the Company chooses to exercise Section 158 of the Labor Agreement, the compressed work week language is only applicable to the prior compressed product line.

E. Permanent Department Transfers and Job Postings

Permanent transfer opportunity and the posting of open jobs in the Compressed Operation Department will be filled in a normal manner in accordance with the current Labor Agreement.

When operating a seven (7) day schedule, the 48 hour posting period provided in the current Labor Agreement shall be expanded to provide for 48 hours on each the 4-day and 3-day work schedule.

#### F. Guarantee Language:

Employees who are hired on or after April 1, 1996 who work the three (3) day schedule and who work all scheduled hours shall have a 30 hour guarantee. All other employees who work or may work on the three (3) day schedule and who work thirty (30) hours and are otherwise eligible shall receive six (6) hours guarantee pay at straight time in addition to all other pay and penalty. Employees working on the Compressed C & D shifts who are not eligible for the 6 hour guarantee will be paid \$.50 per hour for all hours worked on the C & D Shift. Employees must work all scheduled hours to qualify for guarantee. However, employees who are tardy shall only have their guarantee reduced by the amount of tardiness. Hours paid for holidays, vacation, funeral, jury duty shall count toward such guarantee. Holidays falling outside the normal scheduled work week shall not count toward the guarantee even if they are worked. Sick leave, worker's compensation, DTO, excused or unexcused absence, or other like absences shall break the guarantee.

#### G. Starting Times:

Starting times shall be determined by the Company.

#### H. Holidays

For each holiday not worked, but falling on a regular scheduled work day, employees shall be paid for the hours of pay lost because of such holiday at their basic hourly rate of pay based on the work schedule in use at that time. Such hours shall apply toward the weekly guarantee.

For each holiday not worked and not falling on a

regular scheduled work day, employees shall be paid eight (8) hours pay for such holiday at their basic hourly rate of pay. Such hours shall not apply toward the weekly guarantee.

For each holiday worked, employees shall be paid holiday pay at their basic hourly rate of pay based on the work schedule in use at that time plus double time for all hours worked.

Hours paid for holidays which fall on days outside the normal work week shall not apply toward hours over forty (40) for weekly overtime.

All other eligibility requirements as provided in the current Labor Agreement shall remain in effect.

Example 1:

Four (4) ten (10) hour work day schedule - Monday through Thursday.

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
10	Holiday	10	10			

Employee would be paid thirty (30) hours for time actually worked and ten (10) hours for holiday pay.

Example 2:

Four (4) ten (10) hour work day schedule - Monday through Thursday.

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
10	10	10	10	Holiday		

Employees would be paid forty (40) hours for time actually worked and would be paid eight (8) hours for the holiday which falls on Friday, but is not a scheduled work day. All hours paid in this example are paid on a straight time basis since the hours actually worked in this work week do not exceed forty (40).

Example 3:

Three (3) ten (10) hour day schedule – Friday through Sunday.

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
				Holiday	10	10

Employees would be paid twenty (20) hours for time actually worked on Saturday and Sunday. The holiday would be paid 10 hours for the holiday which falls on a scheduled work day, but is not worked. The weekly Guarantee of 36 hours would include 10 hour holiday pay.

Hours Actually Worked:	20 hours
Holiday:	<u>10 hours</u>
	30 hours

Weekly Guarantee of 36 hours.	Add <u>6 hours</u>
	36 hours

36 hours paid at straight time for this work week

Example 4:

Three (3) ten (10) hour day schedule:

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
				10	Holiday	10
					Worked	
					10	

Employee would be paid twenty (20) hours for time actually worked on Friday and Sunday. For the holiday which falls on Saturday, he would receive 10 hours holiday pay plus double time for hours actually worked on the holiday.

Friday and Sunday work	20 hours
Saturday holiday	<u>10 hours</u>
	30 hours

Weekly Guarantee of 36 hours	<u>6 hours</u>
Double time for hours actually	

worked on holiday 20 hours  
56 hours

Employee would receive 56 hours pay for this work week.

Example 5:

Three (3) ten (10) hour day schedule – Friday through Sunday.

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Holiday				10	10	10

Employee would be paid for 30 hours for time actually worked on Friday through Sunday. For the holiday which falls on Monday, an unscheduled work day, he would receive eight (8) hours holiday pay, 6 hours would be paid to meet the weekly guarantee.

Friday through Sunday Work	30 hours
Weekly Guarantee of 36 hours	Add <u>6 hours</u>
	36 hours
Holiday	<u>8 hours</u>
	44 hours

44 hours paid at straight time for this work week.

Employees working the three (3) ten (10) hour day schedule (Friday through Sunday) shall observe all holidays on the date of the holiday and not on other days as provided for in Paragraph 55 of the current Labor Agreement.

Paragraph 50 of the Labor Agreement shall be modified for employees working the three (3) ten (10) hour day schedule as follows: The Easter Monday holiday shall be observed on Easter Sunday.

I. Vacations

Vacations will be paid at forty (40) hours for each

full week of vacation. A full week of vacation means all days scheduled in the work week.

Example:

Employee is eligible for three (3) weeks of vacation (120 hours). Employee is working the four (4) ten (10) hour work day shift schedule and schedules a full week of vacation. The employee would be paid forty (40) hours vacation pay and have two weeks vacation remaining (80 hours).

#### J. SV Days

Single Vacation Days will be paid up to the hours of pay lost as determined by the shift schedule currently being used, but no more than forty (40) hours shall be used for Single Day Vacations. Such hours shall apply toward the weekly guarantee.

Example:

Employee is eligible for three (3) weeks of vacation (120 hours). Employee is working the three (3) ten (10) hour day schedule and requests an SV Day. Employee would be paid 10 hours for the single day vacation. He would have 30 hours remaining to be used for SV Days.

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
				10	SV Day	10
Hours Worked						20
SV Day						10
Weekly Guarantee	36 hours.	Add				<u>6</u>
						36

Employee would be paid 36 hours for this work week.

#### K. Voluntary Work

Work over ten and one half (10-1/2) hours in any one work day shall be considered as voluntary.



Sunday shall not be considered voluntary work if such work is part of the compressed work week schedule.

Any work offered on the 6th or 7th consecutive calendar day from the beginning of the four (4) day schedule shall be voluntary for those employees working the four (4) day schedule.

Employees working the three (3) day schedule shall not be offered work nor be required to work on any other day.

L. Funeral Leave:

Funeral Leave as provided in the current Labor Agreement shall be paid on the basis of hours of pay lost as determined by the work schedule in use at that time. Such hours shall apply toward the weekly guarantee.

Example 1:

Four (4) ten (10) hour work day schedule.

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
	Fun.	Fun.	Fun.			
	Leave	Leave	Leave			

Employee would be paid ten (10) hours for time actually worked on Monday, and thirty (30) hours Funeral Leave for Tuesday through Thursday.

Example 2:

Three (3) ten (10) hour work day schedule.

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
		Fun.	Fun.	Fun		
		Leave	Leave	Leave		

In this example, the scheduled work days are Friday, Saturday, and Sunday. Funeral Leave would be paid for hours of pay lost on Friday (10 hours) and 20 hours would be paid for work actual-

ly performed on Saturday and Sunday.

Funeral Leave	10 hours
Hours Actually Worked	<u>20 hours</u>
	30 hours

Weekly Guarantee of 36 hours

Add	<u>6 hours</u>
	36 hours

Employee would receive 36 hours pay for this work week. Wednesday and Thursday are not normal scheduled work days and therefore no Funeral Pay would be applicable.

Note: These Examples assume all other Funeral Leave qualifications as set forth in the current Labor Agreement have been met.

**M. Jury Duty:**

Jury Duty as provided in the current Labor Agreement shall be paid on the basis of the hours of pay lost as determined by the work schedule in use at that time. Such hours shall apply toward the weekly guarantee.

**Example 1:**

Four (4) ten (10) hour day schedule – Monday through Thursday.

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Jury	Jury	Jury	Jury	Jury		
Duty	Duty	Duty	Duty	Duty		

Employee would be paid ten (10) hours for hours of work missed Monday through Thursday, or forty (40) hours for this work week less any jury pay received. Friday is not a scheduled work day and therefore time spent on Jury Duty on that day would not be paid.

Note: These examples assume all other jury

duty qualifications as set forth in the current Labor Agreement have been met.

Any Jury Duty pay received on Friday in the above example would not count in the calculation.

N. Early Call In:

The early call in version of paragraph 36 of the current Labor Agreement shall apply except that daily overtime on the day of call in shall be after 10-1/2 hours in accordance with paragraph B. of this Memorandum.

O. Sick Leave:

For Sick Leave eligible employees shall be paid fifty five percent (55%) of their basic hourly wage rate for hours of pay lost as determined by the work scheduled in effect at the time of the absence. The waiting period for Sick Leave purposes shall be the first consecutive twenty-four (24) hours of scheduled work missed (or 1 full week for employees with one to five years seniority as provided in the current Labor Agreement). The weekly Guarantee shall not apply when an absence occurs on a scheduled work day. All other Sick Leave conditions and requirements as set forth in the current Labor Agreement shall remain in effect.

Example 1:

Four (4) ten (10) hour work day schedule  
-Monday through Thursday.

Seniority Date: 1/1/76

Week 1:

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
10	10	10	SN			

Week 2:

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
SN	SN	SN	SN			

Week 3:

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
SN	SN	SN	10			

Week One

Monday through Wednesday the employee worked 30 hours and was sick on Thursday. He would be paid for 30 hours of time actually worked. Ten (10) hours would be applied toward the twenty-four hour waiting period.

Hours Worked	30
Sick Leave	<u>0</u>
Total Hours Paid	30

Week Two

Employee is sick Monday through Thursday. Ten (10) hours on Monday is applied toward the twenty-four (24) hour waiting period and four (4) hours of Tuesday is applied to meet the waiting period requirement. Fifty-five percent (55%) of the balance of the hours missed on Tuesday is paid as Sick Leave benefit as well as the hours missed Wednesday and Thursday.

Hours Worked	0
Sick Leave 26 hours @55%	<u>14.3</u>
Total Hours Paid	14.3

Week Three

The employee is sick Monday through Wednesday and is paid Sick Leave benefits for the hours of work missed. Fifty-five percent (55%) of thirty (30) hours. Thursday the employee returns to work and is paid for hours actually worked.

Total Hours Worked	10
Sick Leave 30 hours @55%	<u>16.5</u>
Total Hours Paid	26.5

Example 2:

Three (3) ten (10) hour day schedule – Friday through Sunday.

Seniority Date: 11/1/76

Week 1:

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
				10	10	SN

Week 2:

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
				SN	SN	SN

Week 3:

Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
				SN	SN	SN

Week One:

Friday and Saturday the employee worked 20 hours and was sick on Sunday. He would be paid for 20 hours of time actually worked 10 hours would be applied toward the twenty-four (24) hour waiting period.

Hours Worked	20
Sick Leave	<u>0</u>
Total Hours Paid	20

Week Two:

Eligible employee is sick Friday through Sunday. 10 hours on Friday is applied toward the twenty-four (24) hour waiting period and four (4) hours of Saturday is applied to meet the waiting period requirement. Fifty-five (55%) percent of the balance of the hours missed on Saturday is paid as Sick Leave benefit as well as the hours missed on

Sunday.

Hours Worked	0
Sick Leave 16 hours @55%	<u>8.8</u>
Total Hours Paid	8.8

Week Three:

The employee is sick Friday through Sunday and is paid Sick Leave benefits for the hours of work missed.

Fifty-five (55%) percent of 30 hours.

Hours Worked	0
Sick Leave 30 hours @55%	<u>16.5</u>
	16.5

#### P. Layoff/Recall

Traditionally, layoff activity occurs on Friday and recall starting work on Monday. The compressed work week schedules shall be worked into the normal layoff/recall activity as follows:

1. Employees moving to a three (3) ten (10) hour work day schedule from either the traditional schedule or a four (4) ten (10) hour work day schedule shall move at the beginning of the shift of the next scheduled work week following the work week in which the layoff occurs.
2. Employee moving to either a traditional schedule or a four (4) ten (10) hour work day schedule from either a traditional schedule or a four (4) ten (10) hour work day schedule shall do so in the normal fashion.
3. Employees moving to a traditional schedule or a four (4) ten (10) hour work day schedule from a three (3) ten (10) hour work day schedule shall move at either at the beginning of the shift of the next scheduled work week following

the work week in which the layoff occurs or they may elect to delay starting one (1) week.

4. Reduction or recall to a three (3) ten (10) hour work day schedule or a four (4) ten (10) hour work day schedule shall be voluntary for non-department employees with seniority on or before 2/13/78. Employees with seniority on or before 2/13/78 and Compressed Operation job rights on the 4-day schedule may refuse to move to the 3-day schedule. Employees may take a voluntary layoff if their seniority date is on or before 2/13/78.
- Q. In the event an unexpected absence occurs on the three (3) ten (10) hour work day schedule (Friday, Saturday and Sunday) volunteers from the four (4) ten (10) hour work day schedule (Monday through Thursday) may fill such openings. Payment shall be at 1-1/2 for all hours worked. Employees working the three (3) ten (10) hour work day schedule shall not be offered work nor be required to work on any other day.
- R. Pay for guarantee hours shall count as hours worked for the calculation of vacation eligibility and pension credits.
- S. Miscellaneous Items:  
Employees from outside the Compressed Operation department who are loaned to the Compressed Operation department will be paid at the regular Labor Agreement rates but they must work the hours scheduled.  
Hours absent or paid for Sick Leave or Workers Compensation shall continue to be used in the calculation of vacation eligibility

and pension as provided in the current Labor Agreement and applicable Pension Plan documents.

"Hours of work lost as used in this Memorandum to determine the amount of pay for absences" shall mean payment of 10 hours.

Compressed Operation Department employees who volunteer or are loaned outside their department will be paid regular Labor Agreement rates.

T. Implementation:

It is also understood that implementation of these work schedules will be determined by the Company in part depending upon production needs. Conventional or Compressed hours work schedules may be utilized if deemed appropriately by the Company. This includes the use of a conventional schedule on one shift while another shift is working compressed hours. The Union will be informed of this change two (2) weeks in advance of such change.

1. The 5x8 schedule may only be used on the "B" crew.
2. The 5x8 schedule may only be used when A and C crews are scheduled.\*
3. Jobs on the "B" crew will not be reposted when switched from 4x10 to 5x8 or from 5x8 to 4x10.
4. The 5x8 "B" crew will be considered a compressed shift because they may be converted to 4x10 with two weeks notice.
5. Employees on the 5x8 "B" crew will be paid regular labor agreement rates.



\*The layoff of the "C" crew would require a two week notice to convert the "B" crew to a 4x10 schedule.

In the event this Memorandum is ratified on or before November 30, 1988, the current Lunchables line will remain at the Madison Plant.

**APPENDIX F – TAP  
Targeted Achievement Program**

TAP (Targeted Achievement Program) bonus program will be established as agreed to in negotiations for the following time frames:

3/1/06 to 11/1/06 - \$1,000

3/1/07 to 11/1/07 - \$1,000

**APPENDIX G – Long Term Disability Plan**

Effective November 1, 1989 the Company will provide a Contributory Long Term Disability Plan for all active employees with one or more years of service. Participation will be optional and will be offered on an annual basis. (Details are set forth in the Memorandum of Agreement dated 3/23/96.)

**APPENDIX H – 125 Child Care Expense  
Before-Tax Reimbursement Plan**

Effective for the tax years beginning with 1990, the Company will offer the option of a 125 Child Care Expense Plan to all full-time Madison Plant employees with one or more years of service. (Details are set forth in the Memorandum of Agreement dated 8/22/89.)

**APPENDIX I – Educational Assistance Program**

Effective 1/1/90, the Company will offer an Educational Assistance Program to full-time Madison Plant employees with one or more years

of service. This shall provide 60% reimbursement of covered expenses from approved educational institutions upon satisfactory completion of the approved course. (Details are set forth in the Memorandum of Agreement dated 9/23/92.)

#### **APPENDIX J – Thrift Investment Plan**

Effective January 1, 2001, the current LOTS 401(K) program will be converted to the Kraft Foods Thrift Investment Plan (TIP). Plan details are available in the Madison Plant Human Resources Department.

The Company agrees to the following modification to TIP effective 1/1/06: The Company will match 35% of the first 6% of employee contributions

#### **APPENDIX K – Electronic Funds Transfer**

All new employees will be enrolled in EFT upon hire. Any employee currently not enrolled will be converted to EFT no earlier than January 1, 2005.

#### **APPENDIX M – Maintenance**

Effective September 22, 2000, the Company and the Union agreed to a Pay for Skill Agreement – Skill Level Agreement which shall be a part of this Labor Agreement. The Agreement is designed to increase the applied knowledge and overall skill level of hourly Maintenance and Power Plant personnel. (Details of this agreement are set forth in a Memorandum of Agreement dated September 22, 2000.)

**APPENDIX N**  
**Alternative Work Schedules**

The Company and the Union agree to the following:

- 1) The Company may implement an alternative work schedule (12 hour shifts or rotating 8's as discussed during negotiations) for
  - a) *Prince*
  - b) Any new or expanded production
  - c) The existing J-Con line provided a second J-Con line is installed
  - d) Rotating 8's will only be considered in a 24 x 7 schedule
- 2) The Company may propose an alternative work schedule for an existing line for employee consideration. The Company may implement the alternative work schedule provided at least 50% of the affected employees who vote agree to the change.

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# 2005

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**READ CAREFULLY:**

When absence is necessary, it is your responsibility to notify your department supervisor before your scheduled starting time (241-3311). In his absence call extension 4-3401.

In addition, when absent on account of sickness or accident, and eligible for Sick Leave benefits. IMMEDIATELY call the Sick Leave Secretary at 285-6746. If no phone is available send a postcard.

