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NOTE:

THIS CONTRACT  
HAS AN  
ELECTRONIC  
VERSION

AGREEMENT

Between

**TYSON FOODS, INC.,  
14660 U.S. HWY. 41 SOUTH  
ROBARDS, KY**

And

**LOCAL 227, UNITED FOOD AND COMMERCIAL  
WORKERS  
Chartered by United Food and Commercial Workers Union,  
AFL-CIO-CLC**

Effective

**November 2, 2003 to November 4, 2006**

34 pages

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## **ARTICLE 1 – The General Purpose of the Agreement**

**Section 1.** The general purpose of this Agreement is the mutual interest of the Company, Tyson Foods, Inc., and employees in providing for the successful operation of the Company's facility located at 14660 U. S. Hwy. 41 South, Robards, KY, under methods which will further, to the fullest extent, the safety, welfare and health of the employees, economy of operation, quantity and quality of products, cleanliness in the plant and the protection of life and property.

**Section 2.** It is further recognized by this Agreement to be the duty of the Company and the Union to cooperate fully, individually and collectively, for the advancement of these conditions.

## **ARTICLE 2 – General Provisions**

**Section 1.** Both parties intend that this Agreement conform to the statutes of the United States and the State of Kentucky. If any provision herein is held to be in contravention of any statutory provision by any court of competent jurisdiction, such provision shall be inoperative and unenforceable. In such event, the balance of the contract shall continue in full force and effect. Nothing shall prevent the parties from meeting and negotiating provisions to replace the inoperative and unenforceable provisions.

**Section 2.** The Company agrees to provide bulletin boards (Production, Shipping, Truck Shop and Feed Mill) for the purpose of posting Union notices, copies of this Agreement, seniority lists, meeting notices and other legitimate Union announcements. No notice shall contain any material that adversely reflects upon the Company, supervisors, employees, customers, suppliers, or the community. Copies of all notices shall be signed and dated by the Union Official and will be provided to the Complex H.R. Manager prior to posting.

**Section 3.** Upon written request by the Union, the Company shall furnish the Union with the names, addresses, social security numbers and dates of hire of all employees in the bargaining unit. Upon written request by the Union the Company shall furnish the Union with a list of all terminated employees, including name, social security number and date of termination, since the last request. Both lists will be in alphabetical order. The Company's obligation to provide these lists will not be more than once per calendar month.

## **ARTICLE 3 – Recognition and Representation**

**Section 1.** The Company recognizes Local 227, United Food and Commercial Workers, chartered by the United Food and Commercial Workers International Union, AFL-CIO-CLC, as the sole collective bargaining agent for all Production, Maintenance, Shipping and Receiving, Live/Feed Haul Drivers, Feed Mill, Truck Shop Mechanics and Part-Time Employees employed by the Company at its facility located at 14660 U.S.

Hwy.41 South, Robards, KY, excluding all other employees, office clerical, quality control, cafeteria, temporary, grounds workers, waste water, supply clerks, protein plant, finished product drivers, Tyson Fleet Drivers, helpers, dispatchers, laboratory, professional, guards, watchmen and supervisors, as defined in the National Labor Relations Act, as amended.

**Section 2.** The Company recognizes the right of the Union to designate stewards. Union Stewards will be allowed to wear a specific colored bump-cap that will be provided by the Union and approved by the Company. The authority of the stewards so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances with the Company or the designated Company representative in accordance with the provisions of the collective bargaining agreement.
- (b) The communication with management of any messages authorized by the Union.
- (c) A steward, with the permission of his or her supervisor, may be afforded time off without pay to investigate or process a stated grievance; provided however, there shall be no disruption of the operations of the Company.
- (d) The Company is not obliged to recognize any steward until the Union notifies the Company in writing of the stewards designation. The Company will only recognize the stewards as follows:

	Day		Night
First Processing	1		1
Second Processing	1		1
Cut-Up	1		1
Maintenance	1	or	1
Shipping & Receiving	1	or	1
Feed Mill	1	or	1
Live Haul	1	or	1
Sanitation			1
Truck Shop	1	or	1

**Section 3.** The Company agrees not to enter into any agreement with its employees individually or collectively which conflicts with the terms and provisions of this Agreement.

**Section 4.** There will be a Joint Labor Management Committee formed that will meet at least once a month.

**ARTICLE 4 – Non-Discrimination**

There shall be no discrimination by the Company, the Union or by employees because of race, creed, color, age, sex, religion, nationality, disability, veteran, or Vietnam Veteran.

## **ARTICLE 5 – Management Rights**

**Section 1.** The Management hereby retains the control over all matters concerning the operation, management and administration of its business, the determination of locations and re-locations of its plants or any parts thereof; the determination of the products manufactured and the services to be rendered.

The right to determine the length of the workweek, when overtime shall be worked and to require overtime; the direction and instruction and control of employees including, but not limited to, the determination of the qualifications of employees to perform the work in a satisfactory manner; the assignment of work or overtime; the right to discipline, suspend or discharge for just cause.

The right to determine job content and to create new job classifications or to revise the content of existing jobs and to eliminate part or all of existing job classifications; the right to determine if and when a job is to be posted for bid; the unlimited right to subcontract; the right to establish production schedules, production and performance standards and to determine the hours of work, the starting and quitting times, the processes and methods and procedures to be employed and the right to make and enforce reasonable rules and perform all other functions inherent in the administration and/or management of the business.

The above rights of the Company are not all-inclusive but indicate the type of matters or rights which belong and are inherent to the Company. Any of the rights, powers and authority the Company had prior to entering the collective bargaining sessions which resulted in this Agreement are retained by the Company, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

## **ARTICLE 6 – Subcontracting**

**Section 1.** The parties to this Agreement have discussed subcontracting of work being performed by bargaining unit employees and agree that subcontracting is allowed, including obtaining temporary help from employment agencies.

**Section 2.** When subcontracting of any existing operations becomes necessary, in the judgment of the management, the Company will notify the Union, and discuss the effects of that subcontracting with the Union; however, the non-economic terms of this Agreement shall remain in force during any such discussions, including the no-strike clause.

## **ARTICLE 7(A) – Grievance**

**Section 1.** If any employee has a grievance involving an interpretation, application, or alleged violation of this Agreement, the following procedure shall be followed on the steward's and grieved employee's own time.

**Step 1.** The employee having a grievance shall take it up with his or her immediate supervisor, with or without his/her departmental steward, within seven (7) calendar days after the occurrence. If the grievance is not settled it may be taken to:

**Step 2.** The grievance shall be reduced to writing and the employee and/or steward shall submit the written grievance to the shift/location manager or their designee within fourteen (14) calendar days of the occurrence or further rights concerning the subject shall be deemed waived. The grievance will be presented in writing at this step and will be specific in its content as to dates, facts, the employee or employees involved, the remedy sought, and will refer to the provision or provisions of the contract alleged to have been violated. The Company's reply shall be provided within seven (7) calendar days after receipt of the grievance. Second step grievance meetings will be between the grievant, Union designated shift steward and Company representative. One day each week will be scheduled for second step grievance meetings. If the grievance is not settled then it may be taken to:

(Any grievance that is settled at Step 1 or 2 of this grievance procedure, shall be considered a non-precedent setting settlement.)

**Step 3.** The grievance shall be submitted to the Plant/Live Production Manager, or his or her designee(s), within seven (7) calendar days of the management reply at Step 2 or further rights concerning that subject shall be deemed waived. The Plant/Live Production Manager, or his or her designee(s), will meet with the Union representative, chief steward, department steward (one only) and the grieved employee. The Plant/Live Production Manager, or his or her designee(s), shall give his/her answer in writing within fourteen (14) calendar days after the meeting with the Union representative and the grieved employee.

**Step 4.** Either party to this agreement may make a request in writing for the other party to submit an unsettled grievance to an alternate dispute resolution, that includes, but is not limited to, mediation or peer review, prior to arbitration. Neither party shall be compelled to agree to this step in the grievance procedure.

**Section 2.** In the event that the Company does not reply to a grievance within the time limits set forth in Steps 1, 2 or 3 of this Article, the Union may, upon notification to the Company, process such grievance to the next step.

**Section 3.** The parties agree that incidents which occurred prior to the effective date of this Agreement, are not subject to the grievance or arbitration procedure of this Agreement.

**Section 4.** An employee that is discharged may file a written grievance within seven (7) calendar days from the date of discharge, and such grievance shall start with Step 3 of the grievance procedure.

**Section 5.** If the Company necessitates a meeting where a steward and/or aggrieved employee's presence is requested by the Company during their work shift, the steward and/or employee will be compensated for that time up to the end of their shift at their regular hourly rate of pay.

**Section 6.** Written specific requests for information from the Union Stewards and signed off by the team member involved will be honored. Class action information or confidential issues will be requested by the Union Area Representative.

#### **ARTICLE 7(B) - Arbitration**

**Section 1.** Any grievance to which the parties to this agreement have been unable to settle pursuant to the grievance procedure, may be submitted to arbitration by an impartial arbitrator to be selected by mutual agreement to the parties. The demand for arbitration must be made in writing within thirty (30) calendar days after the Union receives the Company's answer at Step 3 of the Grievance Procedure, or further rights concerning that subject shall be deemed waived. Where the parties have determined arbitration is necessary, the Union shall request, no later than seven (7) calendar days following notice to the Company, the Director of the Federal Mediation and Conciliation Service to submit the names of seven (7) disinterested and qualified persons to act as impartial arbitrators. From such list of seven (7) persons the Company and the Union shall, with the Union striking first, strike alternately one (1) name until six (6) names have been eliminated and the person whose name remains on the list shall be selected to act as impartial arbitrator. The arbitrator is requested to submit the decision in writing within thirty (30) calendar days after the conclusion of a hearing, subject to the deadline for filing briefs or other pertinent information. The decision of the arbitrator, subject to the limitations set forth in this Article, shall be final and binding upon the employees involved and the parties to this agreement. The compensation and necessary expenses of the arbitrator shall be borne equally by the Company and the Union. It is understood and agreed that neither party may be compelled to arbitrate more than one grievance at any one arbitration hearing. However, nothing shall prevent the parties from combining two or more grievances for arbitration if they mutually agree to do so in writing.

**Section 2.** The arbitrator shall be empowered, with the exception of the powers that are limited below, to make a decision in cases of alleged violation of rights expressly accorded by this Agreement or written supplementary agreement.

**Section 3.** The limitations on the power of the arbitrator are as follows:

- (a) They shall have no power to add to, subtract from, or modify any terms of this Agreement;

- (b) They shall have no power to establish wage rates or to change any existing wage rates;
- (c) The Company shall not be required to pay back wages prior to the date a written grievance is filed with the Company.
- (d) All awards of back wages shall be limited to the amount of wages the employee would have otherwise earned from their employment with the Company during the period as above defined, less any employment or unemployment compensation, or any compensation they may have received from any source.
- (e) They shall have no power to decide any question, which under this Agreement is within the right of Management to decide.  
In addition to restriction on the arbitrators as set forth above, it is understood and agreed that questions and controversies about the health insurance plan, stock purchase plan, retirement saving plan, or any Company sponsored benefit plan under Article 17 and 18 – Health and Welfare Benefits and Section 401(k) Plan or its administration, shall not be subject to the grievance and arbitration procedures of this Agreement.

**Section 4.** It is understood and agreed that all employees within the Bargaining Unit covered by this contract must exercise all their rights, privileges, or necessary procedures under this Agreement before taking any action outside the scope of this contract. Failure to do so will void further action under the grievance and arbitration procedure.

**Section 5.** Either the Union or the Company may reject one panel submitted by the FMCS and request a new panel of proposed arbitrators from the FMCS.

**Section 6.** It is understood that the Executive Board of the Local Union and/or its properly accredited individuals, having the final authority in presenting, processing, and adjusting Union grievances or disputes arising under this Agreement, may at its election, decline to process any grievance or dispute, if in the judgement of the Local Union Executive Board and/or its properly accredited individuals, such grievance or dispute lacks merit or is unjustified under the terms of this Agreement or has been adjusted under the terms of this Agreement to the satisfaction of the Local Union Executive Board and/or its properly accredited individuals.

## **ARTICLE 8 – Hours of Work**

**Section 1.** The normal workweek, for full-time employees will be five (5) eight hour days, Monday through Friday. This is not a guarantee or limitation on the minimum or maximum number of hours worked per day or per week. Any alternative work schedule must be presented to the Union to bargain the effects of such changes before the implementation of a new schedule, but the Company maintains its Management Right to change any work schedule. Employees will not be allowed to work over sixteen (16) hours straight without an eight (8) hour rest period, unless an operations emergency exists.



**Section 2.** Employees who are required to work over forty (40) hours in any one workweek shall be paid one and one-half (1 ½) times the regular hourly rate for all such hours worked in excess of forty (40) hours in a workweek. Holiday hours will count as time worked toward the computation of overtime for all bargaining unit employees except Live Haul, Feed Haul, D.O.A., Reclaim and Floater Drivers.

**Section 3.** The Company may, by posting a notice, declare a work recess in excess of thirty (30) minutes. If the Company calls a recess of more than thirty (30) minutes the posted notice will specify the time when the recess started and when it will end. Employees may leave the premises of the Company for the posted interval of the recess period. All required stand-by time where there is no posted notice of recess in excess of thirty (30) minutes or the Company instructs employees not to leave the premises, shall be considered work time and all employees shall be paid for such time at their regular hourly rate. Any employee who might be rendered idle by reason of an interruption in production where a recess has not been posted may be assigned to any other available work in the plant.

**Section 4.** The Company will post a written notice of Saturday work as soon as possible after a definite decision has been made to run.

**Section 5.** There shall be no duplication or pyramiding of overtime or premium pay under this Article or any other Article of this Agreement.

**Section 6. Report in/Call in/ On-Call (except Live/Feed Haul Drivers and Truck Shop Mechanics)**

Report-in: This applies to those who report for work at their regular scheduled time and find no work available. If lack of work is due to business conditions, the Company will pay four (4) hours of straight time. The Company is not required to compensate team members if the lack of work is due to an "Act of God."

Call-in: This applies to those who are called in for work at times other than their regular scheduled hours. Those who have finished work and asked to return are also covered. These team members will be paid a minimum of two (2) hours of straight time.

The team member must actually report to the work site in order to be eligible for the above compensation.

On-Call Pay: This applies to those who are required to report to work when notified by beeper or telephone. These team members shall receive a minimum of two (2) hours straight time pay for each twenty-four (24) hour period that the team member is on call.

## **ARTICLE 9 – Seniority**

**Section 1.** The principles of seniority will be observed on a unit basis in regard to layoffs, recalls, transfers and promotions, when in the judgement of the Company; skill, ability, and physical fitness of the employees are relatively equal. (Units defined as: Live Receiving, Evis, Cut-up, Debone, IQF, Box Room, Shipping, Sanitation, Plant Maintenance, Refrigeration Maintenance, Feed Mill Maintenance, Feed Mill, Feed Haul, Live Haul/Feed Haul Hourly Drivers; and Truck Shop.) In questionable cases, the Company will utilize a five (5) working day trial period to assist in determining relative skill, ability and physical fitness. The trial period may be extended by mutual written agreement of the Company and the Union. All temporary transfers, vacancies, leaving early and overtime for non-probationary employees will be based on the principle of seniority. Senior most qualified may have the first right of refusal and junior most qualified will be required to fill the position.

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Live Haul  
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Processing maintenance will be designated as Plant Maintenance and Refrigeration Maintenance. All maintenance positions are assigned a position number which will be identified by department and shift. When a vacancy occurs, that position will be posted by position number, department, shift and start time. Plant maintenance team members may request a transfer to the open position. Successful transfers will be allowed based on qualified, senior requestor. Maintenance personnel wanting to qualify in another maintenance position will make a request in writing to the training supervisor and be allowed training in that position as schedules allow.

**Section 2.** The probationary period for new employees shall be three (3) months. During the probationary period, an employee may be terminated by the Company for any reason without recourse to the grievance procedure. If, after the probationary period, the employee is retained, his/her seniority shall date from his/her last date of hire.

**Section 3.** Seniority shall be broken for the following reasons:

- (a) Discharge for just cause;
- (b) Resignation;
- (c) Absent two (2) consecutive working days without notice to the Company. (However, it is expressly understood that employees should notify the Company at the earliest possible time when absence is necessary. It is further understood that this provision does not excuse repeated absence by an employee, and that failure or inability to report for work will be grounds for disciplinary action, including discharge);
- (d) Fails to return to work at the expiration of a Leave of Absence(s);
- (e) Has been on layoff for more than twelve (12) months;
- (f) Fails to return to work within seven (7) calendar days after receipt of notification of recall from layoff mailed to the employee's address of record.

**Section 4.** An employee who transfers from the bargaining unit into a non-bargaining unit position with the Company, shall cease to be a member of the Union effective the date of his/her transfer. The employee may be received back into the bargaining unit to

an open job during the first six (6) months from the date of his/her transfer. Any such employee who returns to the bargaining unit under this Section, will return with seniority equal to that which he/she held as of the date he/she transferred out of the bargaining unit.

**Section 5.** All permanent vacancies in premium jobs will be posted. The postings will include a brief job description and start time. A permanent vacancy is described as a vacancy caused by a quit, discharge, promotion, transfer, or the establishment of a new job. The posting will include the job title, rate of pay, hours of work and qualifications required. An employee used to fill a temporary vacancy will retain his or her rate, if the temporary job carries the same or lower rate. If the temporary job carries a higher rate, the employee will receive the higher rate. The higher rate is for temporary transfers that last over one hour.

**Section 6.** If the Company determines that a permanent vacancy in a premium position is to be filled, the Company shall post the "job opening" notice within seven (7) working days from day the job was vacated. The job will be posted for five (5) calendar days and any eligible employee may bid on the job by signing the "bid sheet" available at the Human Resources Office. Employees on paid vacation may sign a pre-bid sheet maintained in the Human Resources Office. Signing such a sheet for a specific job will constitute a bid on a job that is posted during the employee's paid vacation. It is understood that the above applies only to employees who have established seniority and is subject to all of the limitations in this Article. The successful job bidder will be notified within two (2) days after the job bid is taken down. Within fifteen (15) calendar days, and sooner if practical, the vacancy will be filled under the provision of Section 1 above. If the successful job bidder is not moved to the higher rated job in ten (10) days, they will start receiving the higher rate on the eleventh (11) day. If this procedure fails to furnish a qualified employee for the job, recourse will be had to other sources. An employee awarded a job who is disqualified by the Company within five (5) working days will be allowed to return to his or her prior bid job. If a successful bidding employee leaves a bid position for any reason within thirty (30) calendar days of the original bid, the Company will then offer the job to the next most senior qualified bidding employee from the original bid. This procedure will continue until the list of all qualified bidding employees on original bid is exhausted. During this period the job will be filled as other temporary vacancies are filled. In this event, a new employee may be hired to fill the vacancy, or if operations require, the qualified employee with the least unit seniority may be placed on the job. If a job is eliminated the employee will retain their rate of pay, if it is more than the rate on their new job, for five (5) working days.

**Section 7.** A successful bidder shall not be entitled to bid on another job for six (6) months unless their job is eliminated or they have an opportunity to bid on a newly established job with a higher rate of pay, subject to all limitations in this Article. Successful bidding employees will include those offered the job but did not accept the position or disqualified themselves. If more than one (1) job is posted at one time, no employee shall bid on more than three (3) of the jobs. When the job bid comes down, the Personnel Manager will contact the affected employee, who will make a choice of

which job he/she wants. The job selected will be the only one the employee will be awarded.

**Section 8.** Once an employee has signed his/her name to the bid sheet, it can only be removed with written permission of a departmental steward and the personnel manager.

**Section 9.** In the event the Company finds it necessary to release some or all of the employees on a particular line operation, such reduction shall be by qualified person by seniority with junior qualified employees required to stay.

**Section 10.** Employees are not allowed to bid on or request a shift change during the first three (3) months of employment. A maximum of ten percent (10%) limit is imposed on movement from one shift/area to another in a thirty (30) calendar day period.

**Section 11.** When employees are laid off without a specific date of return, the Company will recall each needed employee by mailing certified notification of recall to the employee's address of record. During the interim period between notification and the time the employee reports for work, the Company shall be free to fill such jobs with employees from any source within the guidelines set forth in this contract. An employee will lose his or her seniority if he or she fails to return to work within seven (7) calendar day after receipt of notification of recall from layoff. In cases of sickness or personal emergency, employees must request a leave of absence, providing all required documentation within the seven (7) calendar day recall period.

**Section 12.** Part-time employees are defined as any employees whose regular work schedule is less than thirty (30) hours per week. Part-time employees wishing to transfer to a full-time position will have the option to fill any available position, provided their work history and attendance are acceptable to the Company. In case of a reduction in the workforce, all part-time employees will be laid off before any full-time employees. Part-time employees will maintain seniority within the part-time unit only.

**Section 13.** The positions of Utility Person, Marinator and Knife Sharpener are not subject to job bidding. Permanent vacancies in these jobs will be posted and filled at the discretion of the Company after the approval of the General Processing Manager.

**Section 14.** When more than one employee has the same hire date, the highest last four digits of their social security number shall determine the preference on the seniority list.

**Section 15.** The Company will provide a seniority list (names and date of hire) of all employees in the bargaining unit upon written request by the Union, but not more than once per calendar quarter. The Union will have fifteen (15) calendar days from the receipt of the seniority list to present any objection, in writing, to the Complex Human Resource Manager.

**Section 16.** When a permanent vacancy occurs in a non-premium job, it will not be posted. However, employees who have established seniority, have not received a serious counseling statement in the past two (2) months, and have four (4) or less occurrences who wish to transfer shall make their wishes known by signing the request for transfer sheet in the Human Resources Office. When such vacancies occur, those employees who have made their wishes known by signing the request for transfer sheet and meet the qualifications stated in this section and of the job, will be transferred within twenty (20) working days to the job on the basis of their plant seniority. This procedure will apply before hiring new employees to fill the vacancy. Employees shall only have two (2) requests for transfer at any one time. All awarded transfers will be considered a successful transfer. Successful transfers will include those offered the transfer but did not accept the offer or disqualified themselves. Transfers will be limited to one in a rolling six (6) month period.

**Section 17. Job elimination and layoff.**

First Step: The junior employees in that job classification will be eliminated first.

Second Step: Displace junior person in the next lower pay class within that department if they are able to perform that job.

Third Step: Displace junior person in that department, if they are qualified to perform that job.

Fourth Step: Displace junior person on that shift if they are qualified to perform that job.

Fifth Step: Displace junior person in plant if they are qualified to perform that job.

Sixth Step: Lay Off – A senior person in that department may volunteer for a lay off.

Seventh Step: Recall by seniority and qualification.

**ARTICLE 10 – Disciplinary Action**

**Section 1.** The Company has the right to make and enforce rules which do not conflict with the provisions of this Agreement. The Union will be furnished a copy of such rules and they shall not be effective until seven (7) calendar days after the Union has received a copy. Apart from specific rules, the obligation of each employee to conduct himself or herself in relation to his or her employment in a manner which respects the persons and property of others is recognized.

**Section 2.** The Company will give the individual employee a copy of any disciplinary action involving themselves. The Company will promptly give the Chief Union Steward

a copy of all disciplinary discharges. Copies of disciplinary discharge notice shall state the name of the employee discharged and a brief statement of the reason why the discharge action was taken. No arbitration's outcome shall hinge merely on the merits of the Company failing to provide a copy of any disciplinary warning, suspension or discharge to the employee. Any disciplinary actions shall be subject to the grievance procedure. Employees being disciplined may have a Union steward or representative present at the time of discipline. When a member being disciplined requests a steward, the department steward will be offered first. If that steward is not available, then the shift steward will be used. The member being disciplined will sign off on the discipline sheet if they do not want a Union Steward present during discipline. Employees being discharged will have a Union steward or representative present at the time of discharge. The Company will issue all discipline within seven (7) of the employee's scheduled working days of the Company having knowledge of the occurrence giving rise to the discipline.

**Section 3.** No employee shall be discharged, disciplined, or otherwise discriminated against without just cause.

#### **ARTICLE 11 - Supervisors Working**

**Section 1.** Supervisors and other non-bargaining personnel, will perform bargaining unit work when required but such work will not normally be performed to the extent of replacing a bargaining unit employee except in the following situations:

- (a) Operating emergencies;
- (b) Instructing or training of employees;
- (c) Diagnosing and remedying production troubles;
- (d) Assisting employee to overcome operating difficulties;
- (e) Temporarily relieving employees.

**Section 2.** All employees are expected to perform normal preventive maintenance tasks to insure the operation of the equipment used by them. Regular maintenance jobs shall be handled by regular maintenance employees so that production employees will not be required to perform work requiring skills possessed by regular maintenance employees. Production workers, however, may be used for non-skilled maintenance tasks, including weekend maintenance work.

#### **ARTICLE 12 – No Strike/No Lockout**

**Section 1.** During the life of this Agreement, it is agreed by the Union that there will be no picketing, supporting strikes, sit-downs, work stoppage or any other activity which interferes with the Company's operation in the production or sale of the products of the Company, nor shall any officer or official of the Union assist or encourage any picket, strike, sit-down, slowdown, or work stoppage during the life of this Agreement. If an employee or group of employees represented by the Union in this unit should violate the intent of this paragraph, the Union will promptly notify the Company and such

employee(s) in writing of its disapproval of such activity. The Company agrees there will be no Lock-outs during the term of this Agreement.

**Section 2.** Any individual who violates the provisions of this Article shall be subject to discipline, including discharge, in the sole discretion of the Company and without recourse to the grievance procedure, other than for the purpose of determining whether or not the individual in fact participated in a violation of this Article.

### **ARTICLE 13 – Leave of Absence**

**Section 1.** Leaves of Absence are to be requested in advance or in emergency situations as soon as possible. All Leave of Absences are to be made on the Leave of Absence application provided by the Company. Leaves will not be granted for the purpose of trying out or venturing into self-employment, another job, serving as a full time club or association officer, incarceration, or any situation deriving income. Leaves of Absence requested or granted under false pretenses, or where the employee's activities violate the provisions of the leave, shall be grounds for automatic termination.

**Section 2.** Employees who are unable to work due to a non-work related temporary disability will be entitled to a Leave of Absence with proper documentation. Leave of absence for this purpose shall not exceed;

- (a) One (1) month upon the completion of three (3) months, but less than six (6) months of employment.
- (b) Three (3) months upon the completion of six (6) months, but less than one (1) year of employment.
- (c) Up to one (1) year, with more than one (1) year seniority.

**Section 3.** Employees who are unable to work due to a personal reason, may be entitled to a Personal Leave of Absence not to exceed thirty (30) days in any twelve-month period. The Company reserves the right to conduct an in-depth inquiry regarding the purpose, length and other factors involved in a request for a personal leave. The Company may offer alternatives to a requested personal leave, including change of shift or the use of unused vacation, before granting a leave for this purpose.

**Section 4.** Employees who are unable to work due to a work related temporary disability will be entitled to a Leave of Absence for up to one (1) year with proper medical documentation.

**Section 5.** All leaves will be granted in thirty (30) calendar day intervals and extended with proper evidence prior to expiration. In no case will Leaves of Absence exceed the maximum time set forth in this Article.

**Section 6.** The Company agrees to grant the necessary time off, for up to two (2) weeks in a twelve (12) month period, without loss of seniority and without pay, to any four (4) employees, but not more than one (1) per department, who have been

designated by the Union to attend only Union meetings, conventions, schools, seminars. The Union shall request in writing at least fourteen (14) calendar days in advance, when such leave of absence is desired.

**Section 7.** Full-time employees who have completed three (3) months of employment and are absent from work due to a death in their immediate family (spouse, son, daughter, mother, father, father/mother-in-law, sister, brother, brother/sister-in-law, grandchild, grandparents, current step-children and step-parents) will receive up to two (2) days pay. Pay for such lost time from work will be computed at eight (8) hours times the employee's regular hourly rate of pay for each day. (Live/Feed Haul Drivers pay will be calculated by using their holiday pay formula) It is not the intent of this section to limit the amount of time off from work that is reasonably necessary in a particular case, but compensation shall not exceed two (2) days pay.

**Section 8.** Full-time employees that have to serve on jury duty shall be reimbursed by the Company for the difference between jury duty fee and time lost from work to a maximum of ten (10) days per calendar year at eight (8) hours pay per day. Live/Feed Haul Drivers pay will be calculated by using their holiday pay formula. However, employees on jury duty shall report back to work for the remainder of their scheduled shift as soon as released by the court.

**Section 9.** The Company and the Union agree to abide by the Uniformed Services Employment and Reemployment Rights Act of 1994.

**Section 10.** The Company agrees to comply with all provisions of the Family and Medical Leave Act.

**Section 11.** An employee may be entitled to one (1) personal leave day per year by satisfying these requirements: to receive a "PERSONAL LEAVE DAY" an employee must pass his/her six (6) month anniversary date. An employee can earn one-half (1/2) day for each six (6) month period and these can be accumulated to the end of the year. An employee must give his/her supervisor seventy-two (72) hours written notice and will obtain the supervisor's approval or disapproval in writing within twenty-four hours of request, prior to talking a Personal Leave Day. An employee does not get paid for this day and does not have to bring back documentation. This "PERSONAL LEAVE DAY" does not affect any employee's perfect attendance.

#### **ARTICLE 14 – Vacations and Perfect Attendance**

**Section 1.** Employees must qualify for vacation benefits each anniversary year by meeting two (2) basic conditions; (1) complete each anniversary year as a regular full-time employee, and (2) received a paycheck for working in at least twenty-six (26) weeks in that anniversary year.

**Section 2.** Full-time anniversary dates will be used to determine years of service for vacation entitlement as follows: Employees with more than one (1) year seniority will be



entitled to one (1) week vacation; employees with more than two (2) years of seniority will be entitled to two (2) weeks vacation; employees with more than ten (10) years of seniority will be entitled to three (3) weeks vacation.

**Section 3.** Vacation pay will be determined as follows: Employees with more than one (1) year seniority will be entitled to vacation pay equal to forty (40) hours at their straight time hourly rate of pay. Employees with more than two (2) years seniority, three (3) years seniority for those employees hired after November 2, 2003, will be entitled to vacation pay equal to eighty (80) hours at their straight time hourly rate of pay. Employees with more than ten (10) years of seniority will be entitled to vacation pay equal to one hundred twenty (120) hours at their straight time hourly rate of pay. Employees with more than twenty (20) years of seniority will be entitled to vacation pay equal to one hundred sixty (160) hours at their straight time hourly rate of pay.

Live Haul Drivers, Feed Haul Drivers, Hourly Drivers, all Maintenance and Truck Shop Mechanics will receive two (2) percent of their last year W-2 wage earnings for each week's vacation pay. Employees who did not have a full year's work on their W-2s will receive two (2) percent of their gross earnings, for their first fifty-two (52) weeks worked for their first week vacation pay

**Section 4.** No later than February 1<sup>st</sup> of each year, a vacation preference list will be posted on which each employee may indicate his/her vacation choices. Preferences will be granted upon the basis of seniority. The final right of allotment of vacation time will be exercised by management to assure orderly operation of the plant. Any employee who has not indicated a vacation preference by March 1<sup>st</sup> will be granted time off for vacation on request of the employee, and at the Company's convenience.

**Section 5.** An employee will receive his/her vacation pay at the beginning of his/her vacation. Vacation pay will not be issued until the Friday following the employee's anniversary date. Employees, after completion of each anniversary year, can submit a written request two weeks prior to their scheduled full week vacation to receive a separate vacation paycheck. An employee who quits or is discharged for just cause will not receive any pro rated vacation or vacation pay, but shall receive vacation pay for any vacation rights which have fully accrued, but not taken. Vacations must be taken during the year in which they accrue and can not be accumulated from year to year. Employees will not be permitted to work in lieu of vacation without the express written consent of the Company in writing. The Company will also exercise its option to cause an employee on Family Medical Leave to use all accrued vacation prior to any such leave, whether one day or longer.

**Section 6.** No employee is entitled to vacation benefits or vacation accrual while drawing benefits under any other program, plan or arrangement.

**Section 7.** An employee who is entitled to two (2) or more weeks of vacation can request up to five (5) vacation days in less than one (1) week increments. Any request(s) must be made to the immediate supervisor, in writing, a minimum of seventy-

two (72) hours in advance. The Company will give approval or disapproval in writing within twenty-four (24) hours of request. The granting of whole week vacation increments will take priority over increments of less than one (1) week if scheduled before March 1<sup>st</sup> of each year.

**Section 8.** Effective January 1, 2001, upon completing one (1) year full-time seniority, employees may earn one (1) paid day off for every six (6) months of perfect attendance. To receive this "Perfect Attendance Day", the employee must work all scheduled hours with no tardy or early leaves during the six (6) month rolling period. The compensation will be based on eight (8) hours at the employee's regular hourly rate of pay (Live/Feed Haul Drivers pay will be calculated by using their daily average rate for the prior thirteen (13) weeks). The six (6) month rolling period will be based upon the first scheduled workday after the employee's last day of absence. An employee must give their supervisor seventy-two (72) hours written notice and will obtain the supervisor's approval or disapproval in writing within twenty-four (24) hours of request, prior to taking the earned Perfect Attendance Day. Exception to working all scheduled hours to earn the Perfect Attendance Day will be; approved vacation, personal leave day, perfect attendance day or the two (2) days paid bereavement pay for death of the employee's, spouse, son, daughter, mother, father, father/mother-in-law, brother, sister, brother/sister-in-law, grandchild, grandparents, current step-children and step-parents. Any earned perfect attendance day must be used within six (6) months from the date it was earned.

#### **ARTICLE 15 – Holidays**

**Section 1.** All full-time employees who have completed their probationary period shall receive eight (8) hours of straight time pay (Live/Feed Haul Drivers holiday pay will be calculated by using their daily average rate for the prior thirteen (13) weeks before the Holiday.) for the below listed holidays provided that: (A) The employee works all of the scheduled hours on the last scheduled work day before the holiday and all of the scheduled hours on the first scheduled work day after the holiday and works all of the scheduled hours on the holiday if requested to do so. Exception to working all scheduled hours on the last scheduled work day before, the first scheduled work day after, or all the scheduled hours on the holiday, will be where an employee is on an approved vacation day, bereavement pay or jury duty day. (B) The employee has worked at least one full day within the week in which the holiday occurs.

Effective January 1, 2001:

New Year's Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day

Two personal/floating holidays

11/4/03  
Bm 11/4/03

**Section 2.** All employees who perform work for the Company on a holiday will be paid one and one half (1 ½) his/her regular hourly rate <sup>(average hourly rate for drivers)</sup> for work actually performed on a holiday, provided they work all scheduled hours on the holiday. In addition, an employee will receive holiday pay if eligible under the provisions of Section 1 of this Article.

**Section 3.** If a paid holiday falls on Saturday, it will be observed on Friday, and if it falls on Sunday, it will be observed on Monday. Also, the Company has the right to designate the holiday for employees other than production employees.

**Section 4.** If a holiday falls during an employee's scheduled vacation, they shall receive their holiday pay upon returning to active work status.

**Section 5.** An employee may take a floating/personal holiday provided they make a request in writing at least seventy-two hours in advance. The Company will give approval or disapproval in writing within twenty-four (24) hours of request. If an employee requests to work their floating/personal holiday, they will receive only eight (8) hours at straight time pay for hours worked. If the Company requires an employee to work they will receive their holiday pay and be paid time and one half (1 ½) for hours worked on that day provided they work all requested hours on the holiday. The floating/personal day is subject to all provisions in Section 1 of this article.

**ARTICLE 16 – Meal and Rest Periods**

Employees will receive two 30-minute breaks each full workday. The first break will begin about two hours to two-and one-half hours after starting time. The second break will begin about four and one-half to five and one-half hours after starting time. When practical, the break times may be established on a staggered basis. Employees will be paid for ten minutes of each break period.

In the event overtime work is required, a paid ten-minute break will be given after the employee has worked over nine hours; additional ten-minute paid breaks will be given after each two and one-half hours of additional overtime actually performed. Breaks for maintenance and sanitation employees may follow the above schedule or may be arranged to meet maintenance and sanitation needs. Any maintenance or sanitation employee who does not receive his break at the scheduled time due to work requirements will be given a break when practical or will not have break time deducted from his hours worked.

**ARTICLE 17 – Health and Welfare Benefits**

Effective October 1, 2002:

**Section 1.** Both parties agree that during the term of this contract, any changes made on a regional basis, to benefits and plans covered by this Article may also be made to this Agreement. It is the intention of this article to explain available benefits and eligibility in general terms and may not be current. Full details of benefit plans are described in material available at the Human Resources department, which shall be the governing policies on Health and Welfare Plan administration.

**Section 2.** Group Benefit Plan: (A) Hospital, Medical, Basic Life, and Accidental Death & Dismemberment Benefits will be made available to all full-time employees on the first of the month following three (3) months of full time employment. Employees will be automatically enrolled for single Basic coverage and may select family coverage if they wish. (B) Dental and Vision benefits will become effective the first of the month following six (6) months of plan participation. (C) Insurance premiums for the Group Benefit Plan are paid through an Insurance Conversion Plan on a pre-tax basis.

**Section 3.** During an approved leave of absence, your length of service entitles you to continued Group Health, Basic Life, and AD&D coverage as through you were actively employed on the following basis:

- Three (3) months up to one (1) year seniority – To the end of the month the employee's leave begins plus one (1) month
- One (1) year up to five (5) years seniority – To the end of the month the employee's leave begins plus three (3) months
- Five (5) years or more of seniority – To the end of the month the employee's leave begins plus six (6) months.

**Section 4.** Paid sick leave (short-term disability) for non-work connected injury or sickness is provided for regular full-time employees who are on an approved Leave of Absence, with at least one (1) year of full-time service. Benefits shall be payable after a period of five (5) working days. Benefit amounts shall be two (2) weeks for each year of full time service up to a maximum thirteen (13) weeks in any twelve (12) consecutive months. Pay for this benefit shall be one hundred eighty dollars (\$180.00) per week.

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

**Section 6.** Full-time employees may enroll in the Voluntary Accidental Death and Dismemberment Plan on the first of the month following three (3) months of full-time employment. Eligible employees may select coverage at a minimum of \$25,000 up to a maximum of not more than fifteen (15) times their base annual earnings, rounded to the next higher \$25,000 increment. Those who enroll in this Plan may also elect family

coverage. If family coverage is elected, the spouse will be covered for 60% of the employee's benefit amount. Eligible dependent children will be covered for 20% of the employee's benefit amount, to a maximum of \$45,000.

**Section 7.** Full-time employees may enroll in the Voluntary Long Term Disability Plan on the first of the month following twelve (12) months of full time employment. Benefit amount will be 60% of your monthly rate of basic earnings less all other income benefits, with a minimum of \$50.00 and a maximum of \$1,500 per month. Benefits are payable after three (3) consecutive months of any one period of total disability.

#### **ARTICLE 18 – Section 401(k) Plan and Stock Purchase Plan**

Effective January 1, 2003:

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

**Section 2.** Employees are eligible to participate in the Tyson Foods, Inc., Stock Purchase Plan on the first day of the calendar month following the completion of three (3) months of employment. Employees may authorize payroll deduction of either \$1.00 to \$25.00 per week in whole dollar amounts or 1% to 10% of base pay in even percentage amounts. Employees who have completed one (1) year of service, with at least 1,000 hours worked, the Company will contribute, on a pre-tax basis, to the Retirement Savings Plan, 50% of the employee's contribution.

**Section 3.** Employees are eligible to participate in the Retirement Savings Plan on the first day of the calendar month following the completion of three (3) months of employment. Employees may authorize payroll deduction from 2% to 60% on a pre-tax basis, in even percentage amounts. Upon completion of one (1) year of employment, the Company will contribute 100% of the first 3%, and 50% of the next 2% of the employee's contribution to the Retirement Saving Plan for all participants. Retirement Savings Plan participants will be offered investment options where they may select from six (6) different investment funds. All contributions (employee and employer) will be 100% vested immediately.

#### **ARTICLE 19 – Clothing, Tools, and Safety Equipment**

**Section 1.** The Company will furnish, with the exception of footwear, at no cost to the employee, all safety and working equipment that the Company deems necessary for the protection of employees and what the employee is required to wear in the performance of his/her job.

**Section 2.** All such equipment that is furnished by the Company shall remain property of the Company and shall be replaced when worn out through normal usage on the job.

Lost, intentionally damaged or defaming of this equipment shall be cause for the employee being responsible for the cost.

**Section 3.** The Company will provide at no cost to the employee, one (1) pair per year of steel-toed shoes/boots to employees assigned to maintenance positions, and will provide employees assigned to sanitation positions with rubber boots on a replace-as-needed basis.

**Section 4.** The Company will provide decent uniforms (coveralls) for the maintenance employees and will replace as needed.

#### **ARTICLE 20 – Labor-Management Safety Committee**

**Section 1.** The Company and its employees recognize the duty to provide a safe plant and safe working conditions. The Company will establish reasonable safety rules. The Company will establish a Labor-Management Safety Committee. The Union shall have the right to appoint fifty (50%) percent of the members of the Labor-Management Safety Committee. The Company encourages the Union to seek volunteers to serve on the Labor-Management Safety Committee and on other safety committees. The Company shall also have the right to seek volunteers from the bargaining unit to serve on safety committees.

**Section 2.** The Union agrees to encourage its members to work safely and to follow the instruction of the Company in the proper care, use, operation, protection, and maintenance of property, equipment and vehicles.

**Section 3.** It shall be the responsibility of each individual employee to notify his/her supervisor immediately of any accidents, injuries or defective equipment.

**Section 4.** A working employee who is injured on the job so seriously that he/she is sent to a doctor, hospital or clinic by the Company shall be guaranteed against loss of time on the day of the injury, but not in excess of eight straight time hours. Provided that, it is understood that an employee is obligated to return directly to work unless contrary to medical instructions.

**Section 5.** The Chief Steward and a Company Safety Manager will do a safety check-off once a month.

**Section 6.** The Company will provide rain gear for those Processing Plant employees who are required to work outside when it is raining.

#### **ARTICLE 21 – Union Visitation**

Upon written notification to the Company, a designated Union Representative employed by Local 227, may have access to the Company's facilities. Visits shall only be used for the purpose of investigating or settling grievances and contract administration, or to

ascertain whether the agreement is being properly observed. Prior to such visits, the designated Union Representative will make an appointment with the Complex/Plant H.R. Manager or designee. Should the designated Union Representative have a need to visit the work areas for the above stated purpose, a member of management will accompany the representative into the work area.

## **ARTICLE 22 – Job Classification and Wages**

**Section 1.** Effective November 2, 2003, Exhibit 1, Job and Wage Classification shall become effective.

**Section 2.** The Company reserves the right to eliminate, modify or combine existing jobs and classifications whenever in its judgment the needs of the business require. The Company will notify the Union monthly of material and substantial changes.

**Section 3.** From time to time the Company may institute incentive programs. The Company reserves the right to eliminate or modify these programs.

**Section 4.** The Company reserves the right to set the probationary rate and to increase or decrease this rate at any time. The hourly rates in Exhibit 1, are minimum rates and the Company may, at its discretion, but after notice to the Union, increase the minimum rates.

**Section 5.** All processing production and maintenance employees who work a majority of hours between 3:00 p.m. and 12:00 a.m. will receive a one-dollar (\$1.00) per hour shift premium. All production and maintenance employees who work a majority of hours between 11:00 p.m. and 7:00 a.m. will receive seventy-five cents (\$.75) per hour shift premium. All sanitation employees will receive fifteen cents (\$.15) shift premium regardless of schedule worked. All other employees who work a majority of hours between 6:00 p.m. and 6:00 a.m. will receive a shift premium of twenty-five cents (\$.25) per hour.

**Section 6.** All hourly bargaining unit employees that work all their scheduled hours in a calendar month will receive a ten dollar (\$10.00) voucher to the Company Store. This can be earned for each month for the term of the contract.

**Section 7.** Effective June 3, 2001, employees who have five (5) years or more seniority will receive an additional ten cents (.10) per hour above the rate listed in Exhibit 1. Effective November 2, 2003, employees who have ten (10) years or more seniority will receive an additional ten cents (.10) per hour.

## **ARTICLE 22A – Sanitation**

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

**Section 2.** The Company has the right to change sanitation departments or employee's work schedule. The Company will make every effort to insure work is allocated in a fair and reasonable manner.

**Section 3.** Each employee in a sanitation position, who works all their scheduled hours in their work day, will receive eight (8) hours pay per day provided:

- a) No downtime for either USDA or Tyson Quality Assurance Inspection Team;
- b) Any employee who is absent, late for work, or leaves early, will only receive pay for the hours actually worked during that day.

**Section 4.** Time and one half (1 ½) for employees in sanitation positions will only be paid for actual worked hours over forty (40) during that week.

**Section 5.** Sanitation employees can go home once they are released after their area has passed pre-op by Company or USDA.

**Section 6.** If all Sanitation workers are not needed to work on a Sunday, they can go home by seniority.

**Section 7.** Sanitation will take apart and clean the equipment in the MDM-MSC area. Sanitation will be required to re-assemble the piping and maintenance will re-assemble the blades and pumps.

## **ARTICLE 22B – Truck Shop Mechanics**

**Section 1.** The Company will provide a job description for each job class mechanic.

**Section 2.** Company will supply and laundry uniforms.

**Section 3.** Company will supply all safety equipment that is determined to be a requirement by the safety department.

**Section 4.** Truck Shop Mechanics on a ten (10) hour shift will receive ten (10) hours pay for any compensated day as long as this schedule is being worked.

**Section 5.** Mechanics will receive a twenty-five dollar (\$25.00) a month tool allowance.

**Section 6.** The Company agrees to meet with Mechanics within 30 days of contract ratification (September 3, 2003) to set up new testing, training and T-scale.

**Section 7.** All Mechanics will be required to become members of the Union.

**Section 8.** Mechanics who are called-in and report or report-in for work will receive four (4) hours pay at their applicable rate.



## **ARTICLE 22C – TRUCK DRIVERS**

**Section 1.** Feed Mill and Live Haul Drivers will be paid by piece rate calculations.

**Section 2.** A Floater driver job may be established. There may be one floater driver for each shift of Live Haul and Feed Haul. The Floater Driver can be used in any capacity if there is no work available in Live Haul or Feed Haul. The Floater's classification will be with D.O.A. and Reclaim.

### **Section 3. Call-in-Pay**

1. Four (4) hours at their hourly rate per twenty-four (24) hour period of on-call duty will be paid in addition to the load or farm rate.
2. Twelve dollars and fifty cents (\$12.50) will be paid for each actual call-in trip to the Mill.
3. Load or Farm pay for all loads actually hauled.

Required on-site driver meetings will be paid at the hourly rate and hours will be in addition to the load rate.

## **ARTICLE 23 – Drug Testing**

The Tyson Foods, Inc. Corporate Drug Policy shall become effective as provided therein and both parties agree that, during the term of this contract, any changes to this Corporate Drug Policy shall be made to this Agreement. The parties agree that this drug policy is hereby incorporated into this Agreement by reference and the parties agree to comply with its terms and provisions. Any changes to the Corporate Drug Policy will be provided to the Union at least seven (7) calendar days prior to the effect of any changes. The Company will notify the President of the Union before any non-D.O.T. random drug testing is administered.

## **ARTICLE 24 – Check-off and Maintenance of Membership**

**Section 1.** The following shall be a condition of employment for all employees of the Employer covered by this Agreement.

- (a) All employees who are members of the Union on the effective date of this agreement shall remain members.
- (b) All employees hired on or after effective date of this Agreement shall on the 61<sup>st</sup> day of employment become and remain members of the Union.
- (c) All employees who are or will become members of the Union will have to pay Union Dues, arrears, or fees as required by the Union or by law.

**Section 2.** Employees who were not Union members prior to October 29, 2000 and covered by this Agreement can become and may remain members of the Union.

**Section 3.** The Employer shall, for the term of this agreement, deduct Union dues, arrears, assessments, and/or service fees in an amount certified by the Union, from the weekly wages of employees covered by this agreement, who individually and voluntarily certify in writing authorization for such deductions.

**Section 4. Remittance.** The Company agrees to remit such deduction to the Secretary/Treasurer, of Local 227, not later than the 15th of each month.

**Section 5. Hold Harmless.** The Union agrees to hold the Company harmless from any demands, claims, disputes, or lawsuits by an employee or the Union, arising in any manner out of, or in connection with, the deduction of any amount claimed by the Union to be due it, or having been paid it, by or for any employee.

**Section 6.** The parties agree that all issues, disputes, controversies, etc., should and would be best resolved through the provisions provided for in this collective bargaining agreement. The Union (defined as, "Local 227 and UFCW International Union") further agrees it will attempt to resolve any issues, disputes, controversies, etc. concerning issues relating to the Tyson Foods, Inc., Robards, Kentucky facility, with the Company and will not, prior to attempting to resolve the issue or dispute, request or solicit any federal, state or regulatory agency, or any other organization to intervene in issues, disputes, controversies, etc., between the parties. Should the Company believe the Union has violated the intent of this agreement, the Company will notify the Union in writing and within thirty (30) calendar days of this notice, a representative of the Union and the Company will meet with a commissioner of the Federal Mediation and Conciliation Service in an attempt to resolve the matter. If the parties are unable to resolve the issue(s), they will use binding arbitration as the method to invoke nullification of the union shop clause. If unsuccessful the Company, at their sole discretion, may notify the Union in writing that effective fourteen (14) calendar days following such notice that this article, Section 1, 2, and 5 is null and void.

**Section 7.** If an employee in the bargaining unit has authorized the Company to deduct from such employee's paycheck each week regular Union Dues, and the employee does not receive a paycheck, then the Company will not put the regular weekly Union Dues in arrears, except upon written notification from the Local Union. The Company will deduct Union dues in arrears and in amounts stated in this written notice.

**Section 8.** The Company shall provide a payroll deduction for voluntary Active Ballot Club (ABC) contributions. Such deductions shall be made and remitted in accordance with section 3 and section 4 of this article.

## **ARTICLE 25 – Duration and Termination**

This Agreement shall become effective November 2, 2003 and shall continue in full force and effective through November 4, 2006; and shall continue thereafter from year to year unless notice to amend or terminate this Agreement is given by either party in writing sixty (60) calendar days prior to it's expiration date.

Tyson Foods, Inc.

Jeff Power 10-30-03  
Date  
Complex Manager

Dave Phillips 10/30/03  
Date  
Complex H R Manager

F. Charlene Powell 10/30/03  
Date  
H R Operations Manager

UFCW, Local 227

Marv Russow 10-29-03  
Date  
President

Gary K. Best 10-29-03  
Date  
Secretary/Treasurer

**ARTICLE 26 - Entire Agreement**

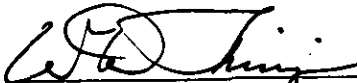
**Section 1.** It is the intent of the parties that the provisions of this Agreement supercede all prior agreements and understandings, oral or written, expressed or implied, between the parties. This agreement shall govern their relationship and be the sole source of all rights or claims which may be asserted in arbitration.

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

**Section 3.** It is expressly understood that should any portion of this Agreement be in violation of any state or federal law, such portion(s) of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. The parties shall meet within thirty (30) calendar days of such knowledge to renegotiate any portion(s) that may have been in violation of the law.

**Letter of Understanding**

The Company agrees to allow one (1) union member up to a six (6) month unpaid leave of absence for union business without loss of seniority. The nature of this business must not in any way reflect or impact negatively upon Tyson Foods, Inc. its subsidiaries, team members, contractors or customers. Actions considered negative include but are not limited to: picketing, organizing, and hand billing.

 10/30/03  
Dave Phillips, Complex HR Manager

  
Bill Melcher, Area Director

**Letter of Understanding**

The Company agrees to pay back wages from the initial date the earnings were due in conjunction with a grievance settlement if it is determined that the wages in question were actually earned.

 10/30/03  
Dave Phillips, Complex HR Manager

  
Bill Melcher, Area Director

**Exhibit 1**  
**Job and Wage Classifications**

**PRODUCTION**

<u>CLASS 1</u>	Effective 11/2/03	Effective 11/7/04	Effective 11/6/05
Start	\$8.50	\$8.50	\$8.50
3 Months	\$8.75	\$8.75	\$8.75
6 Months	\$9.00	\$9.00	\$9.00
1 Year	\$9.50	\$9.70	\$9.95

Hired before 12/03/01 add fifty-five (.55) cents an hour to the one year rate.

**CLASS II – Ten cents (.10) an hour more than Class I rates.**

Ventor, Knife Sharpener, Presenter, USDA Helper, Saw Operator, Rehang (Evis), Jack Driver, Salvage (Evis), Manifestor, Final Trim, Stack-Off (IQF and Cut-up)

**CLASS III – Twenty cents (.20) an hour more than the Class I rates.**

Bone-Data Collector, Tender Puller/Clipper, Debone Trimmer.

**CLASS IV - Thirty cents (.30) an hour more than the Class I rates.**

Fork Lift (Freezer) Sanitation Workers

**CLASS V – Fifty cents (.50) an hour more than the Class I rates.**

Marinator, Shoulder Cutter, Killer, Fork Lift (Live Receiving), Spotter, Dump Operator (Live Receiving)

**CLASS VI**

<b><u>LIVE HANGERS</u></b>	<b><u>Effective 11/2/03</u></b>	<b><u>Effective 11/7/04</u></b>	<b><u>Effective 11/6/05</u></b>
START	\$10.50	\$10.50	\$10.50
3 Months	\$10.75	\$10.75	\$10.75
6 Months	\$11.00	\$11.00	\$11.00
1 Year	\$11.50	\$11.70	\$11.95

Hired Before 12/03/01 add fifty-five (.55) cents an hour to the one year rate.

**UTILITY**

IQF – Fifty cents (.50) an hour more than Class I Rates.

EVIS – Sixty cents (.60) an hour more than Class I Rates

DEBONE AND CUT-UP – Seventy cents (.70) an hour more than Class I Rates.

SHIPPING AND SANITATION – Eighty cents (.80) an hour more than Class I Rates.

LIVE RECEIVING – One dollar (\$1.00) an hour more than Class I Rates.

LIVE HANG – Fifty cents (.50) an hour more than the Class VI Rates.

MAINTENANCE AND TRUCK SHOP MECHANICS – Fifty cents (.50) an hour more than their skill and seniority level.

**HOURLY DRIVERS (RECLAIM, D.O.A. AND FLOATERS)**

	<b><u>Effective 11/2/03</u></b>	<b><u>Effective 11/7/04</u></b>	<b><u>Effective 11/6/05</u></b>
Start	\$10.55	\$10.55	\$10.55
6 Months	\$10.75	\$10.75	\$10.75
1 Year	\$11.00	\$11.25	\$11.50

**LIVE HAUL DRIVERS**

	<b><u>Effective 11/2/03</u></b>	<b><u>Effective 11/7/04</u></b>	<b><u>Effective 11/6/05</u></b>
Load Rate	\$30.60	\$30.95	\$31.30
Downtime Hourly Rate (Live Haul and Feed Haul Drivers)	\$8.00	\$8.00	\$8.00

**FEED HAUL DRIVERS**

Effective 11/02/03 Drivers will be paid a rate for each farm delivered to.  
Effective 11/07/04 Increase each farm rate one percent (1%).  
Effective 11/06/05 Increase each farm rate one percent (1%).

**FEED MILL HOURLY**

	<b><u>Effective 11/2/03</u></b>	<b><u>Effective 11/7/04</u></b>	<b><u>Effective 11/6/05</u></b>
<b><u>GENERAL LABOR</u></b>			
Start	\$7.50	\$7.50	\$7.50
3 Months	\$7.75	\$7.75	\$7.75
6 Months	\$8.25	\$8.25	\$8.25
1 Year	\$8.75	\$8.95	\$9.20

Hired Before 12/3/01 add fifty-five (.55) cents an hour to the one year rate.

**RECEIVERS**

Start	\$8.25	\$8.25	\$8.25
3 Months	\$8.50	\$8.50	\$8.50
6Months	\$9.00	\$9.00	\$9.00
1 Year	\$9.50	\$9.70	\$9.95

Hired Before 12/3/01 add fifty-five (.55) cents an hour to the one year rate.

**TRUCK SHOP MECHANICS**

	<b>Effective <u>9/7/03</u></b>	<b>Effective <u>11/7/04</u></b>	<b>Effective <u>11/6/05</u></b>
<b><u>CLASS I (Wash Bay Attendant)</u></b>			
Start	\$8.30	\$8.30	\$8.30
3 Months	\$8.60	\$8.60	\$8.60
6 Months	\$8.95	\$8.95	\$8.95
1 Year	\$9.75	\$10.00	\$10.25

Hired Before 12/3/01 add fifty-five (.55) cents an hour to the one year rate.

**CLASS II (C Mechanic)**

Add one dollar (\$1.00) an hour to the Class I Rates.

**CLASS III (B Mechanic)**

Add two dollars (\$2.00) an hour to the Class I Rates.

**CLASS IV (A Mechanic)**

Add three dollars (\$3.00) an hour to the Class I Rates.

**MAINTENANCE**

	<b>Effective <u>11/2/03</u></b>	<b>Effective <u>11/7/04</u></b>	<b>Effective <u>11/6/05</u></b>
<b><u>M-7</u></b>			
Start	\$9.65	\$9.65	\$9.65
3 Months	\$9.90	\$9.90	\$9.90
6 Months	\$10.30	\$10.30	\$10.30
1 Year	\$10.85	\$11.05	\$11.30



Hired Before 12/3/01 add sixty (.60) cents an hour to the one year rate.

**M-6**

Start	\$10.25	\$10.25	\$10.25
3 Months	\$10.50	\$10.50	\$10.50
6 Months	\$10.90	\$10.90	\$10.90
1 Year	\$11.45	\$11.65	\$11.90

Hired Before 12/3/01 add sixty (.60) cents an hour to the one year rate.

**M-5**

Start	\$10.90	\$10.90	\$10.90
3 Months	\$11.15	\$11.15	\$11.15
6 Months	\$11.55	\$11.55	\$11.55
1 Year	\$12.10	\$12.30	\$12.55

Hired Before 12/3/01 add sixty (.60) cents an hour to the one year rate.

**MAINTENANCE**

	<b><u>Effective 11/2/03</u></b>	<b><u>Effective 11/7/04</u></b>	<b><u>Effective 11/6/05</u></b>
<b><u>M-4</u></b>			
Start	\$11.50	\$11.50	\$11.50
3 Months	\$11.75	\$11.75	\$11.75
6 Months	\$12.15	\$12.15	\$12.15
1 Year	\$12.70	\$12.90	\$13.15

Hired Before 12/3/01 add sixty (.60) cents an hour to the one year rate.

**M-3**

Start	\$12.30	\$12.30	\$12.30
3 Months	\$12.55	\$12.55	\$12.55
6 Months	\$12.95	\$12.95	\$12.95
1 Year	\$13.50	\$13.70	\$13.95

Hired Before 12/3/01 add eighty (.80) cents an hour to the one year rate.

**M-2**

Start	\$12.75	\$12.75	\$12.75
3 Months	\$13.00	\$13.00	\$13.00
6 Months	\$13.40	\$13.40	\$13.40
1 Year	\$13.95	\$14.15	\$14.40

Hired Before 12/3/01 add eighty (.80) cents an hour to the one year rate.

**MAINTENANCE**

	<b><u>Effective 11/2/03</u></b>	<b><u>Effective 11/7/04</u></b>	<b><u>Effective 11/6/05</u></b>
<b><u>M-1</u></b>			
Start	\$13.50	\$12.75	\$12.75
3 Months	\$13.75	\$13.00	\$13.00
6 Months	\$14.15	\$13.40	\$13.40
1 Year	\$14.70	\$14.90	\$15.15

Hired Before 12/3/01 add eighty (.80) cents an hour to the one year rate.