

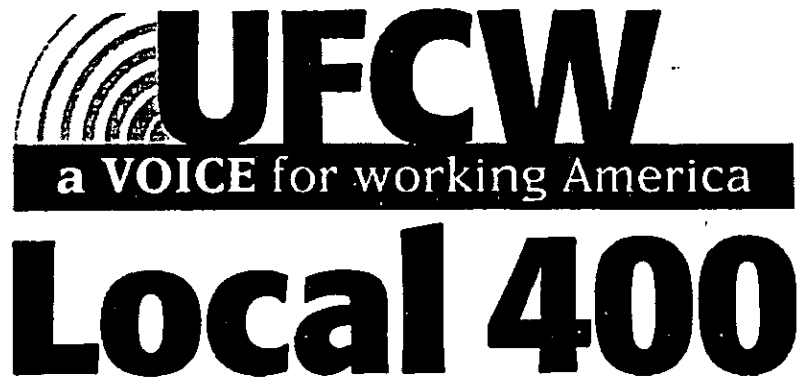
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# AGREEMENT

THIS AGREEMENT, MADE BY AND BETWEEN

**LOCAL 400**

Chartered by the  
United Food & Commercial Workers International Union, AFL-CIO-CLC



and

**TYSON FOODS, INC.**

Effective: 10-31-04

Termination: 11-3-07

35 pages

# IMPORTANT INFORMATION

UFCW Local 400 Office

1-800-638-0800  
301-459-3400

Medical/Hospitalization  
Pension/Severance  
Dental/Optical

804-798-8357

Credit Union

Voice Mail (AMY)  
Main Office

202-638-7818  
202-661-7711

Your Chief Shop Steward Is  
Allen Baylor

Your Local 400 Union Representative is

Ralph Ramirez and may be reached by  
calling the Union Office at

1-800-638-0800 or 301-459-3400

on extension 271.



**A Special Message from C. James Lowthers, President, UFCW Local 400**



In our union's negotiation with the management of Tyson Foods, Inc., we were able to maintain and improve an impressive package of benefits and protections for our members. This collective bargaining agreement clarifies exactly what you are entitled to as a Tyson Foods employee and assures that management will not infringe upon any of your established rights. We are proud of the agreement; as in past contracts we have negotiated, and believe that it will serve the long term interests of our membership.

Keep in mind that when Local 400 negotiates a contract, our members set the priorities. Before bargaining begins, our professional team of negotiators, lawyers and accountants listen to what you want in a new contract; every job classification is heard from. The fact that our bargaining proposals reflect your input is important to management--they know our side of the table is expressing the collective needs and concerns of their employees.

As the largest local union in the nation, Local 400 has the clout and resources to provide our members with expert, experienced representation, both on the job and at the bargaining table. Before we place a proposal on the table, it is extensively researched and documented, to ensure that the contract provision we win is the best obtainable.

We look forward to working with you in the future to achieve the goals that are most important to you and your families.

Fraternally yours,

C. James Lowthers  
President, UFCW Local 400

## *Collective Bargaining Agreement – How It Works*

When you join a union, you gain the right to have a voice in decisions about your work life, wages, benefits and career. The collective bargaining process puts you across the table from management, as an equal.

Bargaining is compromise. Neither the union nor management gets everything they want.

How do union negotiators know what issues are most important to the membership? You tell us! Before bargaining begins, the union surveys all members in the bargaining unit to determine priorities. An employee advisory committee provides a constant check for the bargaining team.

In addition, Local 400 representatives and shop stewards are in the facilities almost every day, speaking to members about grievances, problems and needs. They have a hands-on sense of what the problems are.

Our research department monitors trends in the industries where we bargain, looking at wage and benefit settlements. We have a good idea what is transpiring around the country, which means our negotiators can cite examples elsewhere to support our bargaining goals.

When the give-and-take of contract negotiations is finished, management presents its final offer. The union brings that offer to the membership. All contracts are approved or rejected by majority vote of those attending the meeting from the bargaining unit.

### ***Benefits***

UFCW Local 400's aggressive organizing activities throughout its jurisdiction have given us the strength to negotiate good salaries for our members. But we know you have concerns that go beyond your weekly paycheck -- and that's why the benefit's package in this contract is so important to you and your family. This extensive total compensation package, is made possible by the strength of your union at the bargaining table.

You'll also find that your health care package includes some very special benefits that can prove invaluable to you and your family, such as:

- Optical benefits
- Dental care
- Basic Life
- Accidental Death & Dismemberment

In addition to your health care package, this contract provides a paid vacation schedule, paid holidays, paid funeral leave and paid jury duty to mention a few. In some instances, eligibility may depend upon individual qualifications under the collective bargaining agreement.

### ***Paid Vacations***

A paid vacation is something that is an outright necessity to every worker in America. To assure that your quality of life is continually up to par, you need paid time off to go to the beach, to visit relatives in other parts of the country, or just to break the everyday routine of the workplace. This is exactly why we have negotiated an extensive vacation schedule for every full time UFCW member at Tyson Foods. Depending on your seniority with the company, you can be eligible for up to five (5) weeks of paid vacation time per year. (Article 15)

### ***Holidays***

Holidays are perhaps the best means to spend time with your family members and friends. Throughout the year, you will be paid for the following days to enjoy the company of your loved ones: (Article 16)

- |                  |                  |
|------------------|------------------|
| New Year's Day   | Thanksgiving Day |
| Memorial Day     | Christmas Eve    |
| Independence Day | Christmas Day    |
| Labor Day        |                  |

To assure that you do not miss out on a paid holiday, we have made it possible that when a holiday falls during a vacation, you shall be paid for eight (8) hours and receive an additional day added to your vacation. (Article 16.4)

### ***Personal Days***

Vacation days are of great help, however, for meeting medical appointments and attending to family-related matters, in addition to your regular vacation schedule, we have negotiated a personal day which you can use for any purpose that you choose. (Article 16.7)

### ***Funeral Leave***

If the unfortunate occurrence arises where you lose an immediate family member, UFCW Local 400 has made certain that you will receive time off to grieve and attend the funeral. You will be given up to three days of leave with pay to take care of such matters. (Article 14)

### ***Leaves of Absence***

Very often an employee may need to leave the workplace for an extended period of time to attend to health matters. As a UFCW member at Tyson Foods, you are eligible to take a leave of absence without pay due to illness, disability, or personal reasons. If this does occur, we have assured that you will NOT lose any of the seniority you have accrued. (Article 12)

### ***Sick Leave Benefits***

Times of illness and disability are, needless to say, very unpleasant. Whether you treat your illness at home or in the hospital, the UFCW has arranged for a sick leave plan that will make the experience as easy as possible. As a full time employee of Tyson Foods, you are entitled to a disability plan after one (1) year of continuous service. (Article 20.3)

## ***Protections***

Providing outstanding wages, vacation time, and insurance are only a part of what the UFCW does for its members. We also have negotiated with the company to guarantee that a certain level of respect, safety, and security are provided for every single one of our members. The guidelines of our contract assure that Tyson Foods, will provide a safe working environment, a reasonable working schedule, overtime wages, and a seniority system that establishes certain rights for employees. The UFCW realizes that these issues are very important to each and every union member. That is exactly why we have worked to provide a contract that protects the welfare of our members.

## ***Grievances and Arbitration***

This contract is a guarantee of rights and benefits the union has negotiated on your behalf. Still, in any workplace situation, events can occur that affect you adversely--and they may be in violation of the contract. Grievances may be filed and you and your representative can meet with management to assure you are treated fairly. Let your union representative know about it, so that your problem can be reviewed and necessary grievance action be recommended.

**(Article 6 & 7)**

## ***Seniority***

The UFCW recognizes that loyal, experienced, and long-standing employees are very valuable to a company. We subsequently have bargained for increasingly better benefits, wages, and protection for employees who have the most seniority with Tyson Foods. As you accrue more seniority, you become eligible for additional vacation time, a higher salary, and have a greater chance for being promoted within the company. Those who have dedicated their lives to working for Tyson Foods deserve to be duly rewarded. Our seniority system assures that this occurs. **(Article 17)**

## ***Working Conditions***

Without a safe and comfortable work environment, it is virtually impossible for an employee to fulfill his job duties in a productive manner. According to our collective bargaining agreement, Tyson Foods has the responsibility to provide working conditions that are in full compliance with requirements set forth in the contract. The UFCW has also negotiated a safety committee be established to monitor conditions in the work site. (Article 21)

## ***Overtime***

In order to spend time with your family and pursue recreational hobbies, you need to maintain a reasonable work schedule. If such a need arises when you are called to work more than nine (9) hours in a day or forty hours in a week however, you will be paid one and one half times your regular rate. (Article 11.6 & 11.7)

## ***Jury Duty***

Jury Duty is a responsibility that every American citizen may eventually have to fulfill. Very often court cases run weeks or months at a time and it is likely you will miss a substantial amount of work. The UFCW has made it possible for you to serve your community in this manner without financial penalty. You will be granted time off and paid the difference between the amount of your regular rate of pay and the amount received for your jury duty up to fifteen (15) days per calendar year. (Article 13)

4.2.8. Returning to work. Before any employee may return from a temporary disability, they must submit a Return to Work Certificate Form to the Personnel Department.



## ***UFCW Local 400 Privileges***

**FOR MEMBERS ONLY:** The benefits and protections that are set forth in this contract are only part of what every UFCW Local 400 member is offered. In addition, you will receive the following benefits with your union membership.

- An AFL-CIO endorsed credit card, with low-rate balance transfers, a competitive rate, no annual fee, strike skip payments and a unique Member Advocacy Program. Call 1-800-522-4000 or apply online at [www.unionpluscard.com](http://www.unionpluscard.com).
- Regain control of your finances and stop collection calls. Get help from a high quality, non-profit counseling service, with free counseling and debt management plans. Call 1-877-833-1745 or visit [www.unionplus.org/creditcounseling](http://www.unionplus.org/creditcounseling).
- Learn your credit score and get help improving it. Visit [www.unionplus.org/creditscore](http://www.unionplus.org/creditscore).
- Free and discounted legal assistance. Call 1-888-993-8886 for a referral by phone or visit [www.unionplus.org/legal](http://www.unionplus.org/legal) to search for an attorney online.
- AFL-CIO Employees Federal Credit Union, including its savings and loan program. Call 202-661-7711 or visit [www.aflciofcu.com](http://www.aflciofcu.com).
- Motor Vehicle Certification Program, the union's professional, money-saving car-buying service. Visit [www.unionplus.org/autobuying](http://www.unionplus.org/autobuying) or call 1-877-800-2924.
- Members who purchase auto insurance can save an average of \$350 on their auto insurance bill. Call 1-800-294-9496 to apply. For quotes, visit [www.unionplus.org/autoinsurance](http://www.unionplus.org/autoinsurance).
- Save up to 10% when you service your car or buy tires, and support union workers who make many Goodyear tires. Visit [www.unionplus.org/goodyear](http://www.unionplus.org/goodyear).
- Discounted International travel packages. Call 1-800-590-1104 or visit [www.unionplus.org/travel](http://www.unionplus.org/travel).
- Special discounts and passes to area entertainment, such as Six Flags America, Kings Dominion and other major amusement parks.
- Special leisure rate at the unionized Hotel Royal Plaza in the Walt Disney World Resort in Orlando, FL. Call 1-800-248-7890 or visit [www.unionplus.org/travel](http://www.unionplus.org/travel).
- Discounts for supplemental life and other insurance programs. UnionSecure provides a wide range of insurance protection with accident coverage, life insurance, hospital recovery coverage and \$5,000 of accidental death insurance at no cost. Call 1-800-393-0864 to speak with an expert about your insurance options or visit [www.unionsecure.com](http://www.unionsecure.com).

- Save an average of 18% on prescription costs and reduce out-of-pocket expenses on a variety of health care services such as dental and vision care, and more. Call 1-800-228-3523 or visit [www.unionplus.org/healthsavings](http://www.unionplus.org/healthsavings) for details.
- Pre-negotiated 20% to 60% discounts on monthly fees at over 1,500 health clubs. To sign up, call 1-888-294-1500 or visit [www.unionplus.org/healthclubs](http://www.unionplus.org/healthclubs).
- College scholarship award programs for eligible members and their families:
  - UFCW Local 400 scholarship awards;
  - FELRA & UFCW scholarship program;
  - The UFCW International Union scholarship awards;
  - A scholarship program offered by a law firm associated with UFCW.
- Provides information about loans, scholarships, how to select a school, how to prepare for college entry tests, and much more. Visit [www.unionplus.org/education](http://www.unionplus.org/education) for details. To speak to a financial aid counselor, call 1-877-881-1022.
- Union Member Mortgage and Real Estate Services makes buying or selling a home or refinancing a mortgage easier and more affordable. Features include strike, layoff and disability assistance, and an easy over-the-phone application process. Call 1-800-848-6466 or visit [www.unionplus.org/mortgage](http://www.unionplus.org/mortgage).
- Cut the cost of owning a pet. Save 25% on veterinarian services, 10% on pet health insurance premiums, and much more. Visit [www.unionplus.org/pets](http://www.unionplus.org/pets).
- Union-printed checks and return-address labels that feature your union logo. Call 1-888-864-6625.
- Buy union-made apparel and save with a minimum 5% discount on everything you buy. Jeans, dress shirts, casual wear, jackets and more. Discounts at Justice Clothing and Union Jean & Apparel Company. Order online at [www.unionplus.org/clothing](http://www.unionplus.org/clothing) or call Union Jean at 1-877-692-8099 (use discount code Union Plus).
- Save up to 5% on cellular phone service with a unionized wireless phone company. Visit [www.unionplus.org/cingular](http://www.unionplus.org/cingular) or call 1-800-356-9752.

vacations must be taken within the stipulated time period.

• **Music CDs for only \$9.99 each. Buy 2 and get 1 free. Free shipping. 15,000 titles available. Visit [www.unionplus.org/music](http://www.unionplus.org/music).**

• **Discounts on IBM/Dell computers & accessories. [www.unionplus.org/computers](http://www.unionplus.org/computers).**

Membership in Local 400 is truly a solid investment in your future. Just pennies a day bring effective representation on the job, and substantial savings off the job!

*To learn more about these benefits and the union itself, call the union office at  
(301) 459-3400 or 1-800-638-0800*

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## **ARTICLE 1 - PARTIES TO THE AGREEMENT**

THIS AGREEMENT, made and entered into by and between TYSON FOODS, INC., 13264 Mountain Road, Glen Allen, Virginia, hereinafter referred to as the "Company", and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 400, hereinafter referred to as the "Union".

## **ARTICLE 2 - WITNESSETH**

The purpose of this Agreement is to promote harmonious relations between the parties, agreeing upon and setting forth terms and conditions of employment, the respective rights and obligations of the Company, the Union, and all affected employees during the term of this Agreement. Therefore, in fulfillment of this mutual obligation, the parties agree to the articles contained in this Agreement.

## **ARTICLE 3 - RECOGNITION**

**Bargaining Unit:** The Company recognizes the Union as the exclusive bargaining agent for all production and maintenance employees in its poultry processing plant located at 13264 Mountain Road, Glen Allen, Virginia, but excluding office, clerical, guards, dispatchers, maintenance planners, all other employees, supervisors, and other supervisory employees as defined in the National Labor Management Act as amended.

## **ARTICLE 4 - COMPLETE AGREEMENT AND SEPARABILITY**

**1.1 Scope and Purpose:** During the bargaining leading up to this Agreement, each party made all the demands and proposals that it wanted to make as to any and all proper subjects of collective bargaining. It is therefore the intention of the Union and the Company to abide by the wages, hours, and working conditions provided in this Agreement for and during the life of this Agreement, in lieu of any other or further wages, hours, or conditions, and that there shall be no further collective bargaining on wages, hours, or working conditions during the life of this Agreement, as to matters that were discussed in the bargaining as well as matters that could have been but were not discussed. The wages, hours, and working conditions provided for in this Agreement may be modified, added to, or subtracted from only by mutual and voluntary consent of the Company and the Union, and each of the parties waives the right to demand bargaining as such on any aspect of wages, hours or working conditions during the term hereof.

**1.2 Separability:** In the event of the provisions of this Agreement are held to be in conflict with or in violation of any state or federal statute or other applicable law, administrative rule or regulation, such decision shall not affect the validity of the remaining provisions of the Agreement. The parties further agree that they will meet within thirty (30) days to renegotiate the provision or provisions of the Agreement held to be invalid, provided that Article VIII, NO STRIKE OR LOCKOUT, shall remain in full force and effect during all such negotiations.

## ARTICLE 5 - MANAGEMENT RIGHTS

The Management hereby retains the sole control over all matters concerning the operations, management and administration of its business, the determination of locations and relocations of its plants or any parts thereof; the determination of the products manufactured and the services to be rendered; the right to sub-contract any or all of the facility maintenance or service work; the determination as to whether product components, raw materials, parts or complete product units or services shall be processed or purchased; the right to determine the length of the work week, 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 and abilities of employees to perform the work in a satisfactory manner; the assignment of work or overtime, the right to select, hire, layoff, re-classify, upgrade, downgrade, promote, transfer, discipline, suspend, separate employees; the right to determine job content and to create new job classifications, to revise the content of existing jobs and to eliminate part or all of existing job classifications; the right to establish 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 - GRIEVANCE PROCEDURE

**6.1** The term "grievance" as used herein is limited to a complaint or the request of an employee or the Union which involves the interpretation or application of, or compliance with, the provisions of this Agreement. For the Purpose of settling any grievance, the following steps and conditions shall govern:

### **Step 1:**

The aggrieved employee, with or without a steward as they so desire, shall first seek settlement with their immediate supervisor. No grievance shall be deemed valid unless it is submitted within seven (7) working days of the occurrence giving rise to the dispute. Supervisors shall give their answer within five (5) working days.

## **Step 2**

Any grievance which has not been settled in Step 1 shall be presented in writing to the Plant Manager or a designated representative on a form provided by the Union within seven (7) working days after receipt of the supervisor's answer in Step 1, or further rights concerning that subject shall be deemed waived. The grievance presented at this step shall be specific in its content as to dates, facts, the employee(s) involved, the remedy sought, and what provision(s) of the contract are alleged to have been violated. Management's reply shall be provided in writing within seven (7) working days.

## **Step 3**

If the grievance is unresolved in Step 2, it must be presented to the Complex Manager or a designee within seven (7) working days of management's reply at Step 2. Within fifteen (15) working days after receipt of such notice, unless extended by mutual agreement of the Union and the Company, the grievance shall be taken up by the Union and the Company representatives in an attempt to reach settlement or further rights concerning that subject shall be waived. Management's reply shall be made in writing within seven (7) working days of any hearing conducted on the matter.

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

## **ARTICLE 7 - ARBITRATION**

**7.1** Any grievance by an employee or by the Union, on behalf of itself or an employee, which the parties to the 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 of the parties. The demand for arbitration must be made in writing within ten (10) working days after the Union receives the Company's answer in writing at Step 3 of the Grievance Procedure, or further rights concerning that subject shall be waived. Where either party has determined arbitration is necessary, the Union shall request no later than thirty (30) calendar days following notice, the American Arbitration Association 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 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) days after the conclusion of the 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.

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

**7.3** 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 of the terms of the Agreement.
- (b) They shall have no power to establish wage rates or to change any existing wage rates.
- (c) 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 other compensation received during the period.
- (d) They shall have no power to decide any question which under this Agreement is within the right of management to decide.

**7.4** It is understood and agreed that all employees within the Bargaining Unit covered by this contract should exercise all their rights, privileges, or necessary procedures under this Contract, in the settlement of any and all complaints or grievances filed by such employees before taking any action outside of the scope of this Contract for the settlement of such grievances. Failure to do so will void further action under the grievance and arbitration procedure except where such action would be in conflict with existing laws.

## **ARTICLE 8 - NO STRIKE OR LOCKOUT**

**8.1** During the term of this Agreement there shall be no strike, picketing, stoppage, sympathy strike, slowdown, or suspension of work on the part of the Union or its members, or no lockout on the part of the Company.

**8.2** In the event any violation of Section 1 of this Article occurs, the Union shall take the following steps:

- (a) The Union shall communicate to its membership that such action is unauthorized.
- (b) The Union shall promptly order its members to resume their normal duties.

- (c) Upon completion of steps (a) and (b) above, the Union, or its members individually, shall not question the unqualified right of the Company to discipline or discharge employees engaged in, participating in, or encouraging such action. It is understood and agreed on behalf of the Union and its members that such action on the part of the Company shall be final and binding upon the Union and its members and shall in no case be considered as a violation by the Company of any of the provisions of this Agreement. However, an issue of fact as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation may be subject to the grievance procedure.

## **ARTICLE 9 - DISCIPLINE AND DISCHARGE**

**9.1 Right to Discipline and Discharge:** The Company has the right to issue, post, and enforce reasonable rules which are not in direct conflict with the provisions of this Agreement.

**9.2 Notice to Employees and Union:** Employees shall be given a copy of any disciplinary warning, suspension, or discharge stating the reason for such action and a copy of all such disciplinary warning, suspension, or discharge shall be mailed to the local Union's office.

**9.3 Expiration of Discipline:** Violation of the company's safety policy regarding lock-out tag-out, confined space and/or fall protection procedures will remain in an employee's file in accordance with company policy. All other disciplinary warning notices shall not be considered after one (1) year and disciplinary suspension after one (1) year when an employee's record is being reviewed for progressive discipline.

**9.4 No arbitration case shall hinge on the outcome of disciplinary warning, suspension or discharge merely on the merits of the company failing to provide a copy of the notice to the employee or the Union.**

## **ARTICLE 10 - PROBATIONARY PERIOD**

**10.1 New Employees:** All newly hired employees covered by this Agreement shall be considered as probationary for up to three (3) months beginning with their last date of hire, and are subject to discharge at the sole discretion of the Company anytime during their probationary period without recourse to the grievance procedure of this Agreement.

**10.2 Regular Employees:** All newly hired employees who satisfactorily complete their three (3) months probationary period including rehires who satisfactorily complete the probationary period shall have their name entered on the seniority list as of their last date of hire or rehire as a regular employee. Each employee whose name has been entered on the seniority list shall be subject to all rights, terms, conditions, and benefits of this Agreement as of the day their name is entered.



**10.3** All new employees upon hiring will be introduced to the designated Union Steward.

## **ARTICLE 11 - HOURS OF WORK AND OVERTIME**

**11.1 Work Week:** The work week for most employees is a period of seven (7) consecutive twenty-four (24) hour calendar days, beginning at 12:01 a.m. on Sunday. The work week, however, need not be the same for all employees, and those whose assigned work week begins on a day other than Sunday, or at a time other than 12:01 a.m., will be so informed. The Company will provide at least a seven (7) day notice of any permanent shift change.

**11.2 Work Day:** The work day is a twenty-four (24) hour period, beginning at 12:01 a.m. on any day within the employee's work week. As an exception to this rule, an employee whose normal and individual shift of work is expected to regularly begin before, and end after, 12:01 a.m., may be assigned a work day beginning at the normal starting time as shift of work starts.

**11.3 Work Schedule:** Each full-time employee will be assigned a weekly work schedule of five (5) days beginning with the first day of their work week, although the Company does not undertake to provide any minimum number of hours of work on any work day or any minimum number of days of work in any work week.

### **11.4 Reporting Pay:**

- (a) All employees who report for work at the commencement of a scheduled shift without having been given notice of a change in schedule shall be given a minimum of four (4) hours work provided they are willing to do whatever job is assigned them or if no work is available, four (4) hours pay in lieu thereof.
- (b) All employees called back to work on the same day after once punching out and leaving Company property shall be paid for all hours worked on recall and shall be guaranteed a minimum of four (4) hours work, or if no work is available, four (4) hours pay in lieu thereof.
- (c) In subsections (a) and (b), the guarantee provided for shall be reduced to two (2) hours in the cases where work cannot be provided due to circumstances beyond the control of the Company such as strikes, riots, fires, storms, public utility failures, floods, explosions, chemical releases, governmental agencies other than USDA sanitation, or Acts of God that would prevent operations.

- (d) When the Employer requires employees to perform work on Saturday, the Employer will notify employees of the need for Saturday work not later than 3:00 p.m. on Thursday of the same week. In the event of an act of God or an emergency outside the Employer's control, notice of the need for employees to work on Saturday will be given to employees at the time the Employer becomes aware work on Saturday is necessary.

**11.5** Employees who receive one (1) thirty (30) minute or one (1) forty-five (45) minute non paid break will receive said break not sooner than three (3) hours nor later than five (5) hours from the start of their shift.

Employees who receive two (2) thirty (30) minute non paid breaks will receive their first thirty (30) minute break not sooner than one (1) hour nor later than three (3) hours from the start of their shift.

In the event scheduled hours of work are six (6) hours or less lunches may be waived by mutual agreement between the employees and management on a department wide basis.

In the event overtime work is required, a paid ten (10) minute break shall be given after nine (9) hours of actual worked time.

**11.6 Weekly Overtime:** Work performed by an employee in excess of forty (40) hours during their work week will be paid at the rate of one and one-half (1-½) times the employee's regular hourly rate of pay.

**11.7 Daily Overtime:** Work performed by an employee in excess of nine (9) hours during a work day will be paid at the rate of one and one-half (1-½ ) times the employee's regular hourly rate, provided the employee has worked all scheduled hours in the work week.

**11.8 Sixth and Seventh Consecutive Day Overtime:** Any full-time employee who performs assigned work on the Saturday/Sunday or sixth/seventh consecutive work day in their weekly work schedule will be paid at the rate of one and one-half (1-½ ) times the employee's regular hourly rate of pay for all such work.

The company may waive Saturday 6<sup>th</sup> day overtime up to four (4) Saturday's per calendar year when conditions beyond the company's control prevent the company from operating on a weekday Monday through Friday. The company will notify the chief stewards when exercising this waiver.

**11.9 Distribution of Overtime:** The Company shall attempt to distribute overtime fairly among qualified employees within a department. The Company shall make the decision who is qualified to perform the work. No employee shall be entitled to pay, for work not performed because of this section. If it is found that overtime has not been distributed fairly, then the employee(s) treated unfairly shall take the next overtime opportunity they are qualified for.

**11.10 Notice of Overtime:** Employees shall work overtime as the Company may require. All employees required to work overtime shall be notified at least three (3) hours in advance of when overtime work is to commence, unless supervision has not had such notice then notice shall be posted as soon as possible.

**11.11 Calculating Overtime Pay:** In determining when overtime pay is due, only hours worked will be counted, unless this Agreement provides otherwise.

For the purposes of computing overtime hours of pay for an observed holiday falling on Monday through Friday shall be counted as time worked for up to a maximum of eight (8) hours.

**11.12 No Pyramiding or Duplication of Overtime or Premium Pay:** An employee cannot be entitled to more than one (1) allowance of overtime and/or premium pay for the same work time.

**11.13 Temporary Transfers and Rates of Pay:** To minimize record keeping, employees temporarily assigned to work at a higher rated job will receive the higher rate of pay for all hours worked at the higher rated job. An employee in a higher rated job who is assigned to work at a lower rated job will continue to receive the higher rate of pay, if the employee is required to work at a lower rated job. If the employee volunteers to work at a lower rated job, they shall receive the rate of pay according to the job they perform a majority of the hours in that day. When the company has the need to temporarily transfer an employee, a senior person, by plant seniority, shall have the opportunity to decline the temporary transfer if there is a junior employee in the department who is able to perform the temporary vacancy, unless multiple moves are necessary.

**11.14 Free Meal:** When regular production activity is required on Saturday, employees who work through first break shall be provided a free meal.

**11.15 Christmas Eve:** Employees shall not be scheduled to work after 4:00 p.m. on Christmas Eve. This section does not apply to maintenance, refrigeration, or sanitation employees.

## **ARTICLE 12 - LEAVE OF ABSENCE**

**12.1 Eligibility:** All full-time employees who have completed their probationary period may be granted a Leave of Absence for a stated interval of five (5) days or more which may be extended with proper documentation. Leaves of Absence are to be requested in advance or in emergency situations as soon as practically possible. All Leaves of Absence 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 full-time club or association officer, incarceration, or in any situation deriving income. Employees on a Leave of Absence for any reason, shall be terminated if the Leave of Absence exceeds the amount of time they are eligible for, fail to return at the end of the period granted, or fail to seek an extension.

**12.2 Non-Work Related Temporary Disability:** Eligible employees who are unable to work due to a non-work related temporary disability shall be entitled to a Leave of Absence with proper medical documentation from a physician. The length of the leave for this purpose shall not exceed three (3) months upon completion of three (3) months employment or shall not exceed one (1) year upon completion of one (1) year employment. Leaves of absence may be extended with proper evidence but in no case shall exceed the maximum limits set forth in this section.

**12.3 Work Related Temporary Disability:** All employees who are unable to work due to a work related temporary disability shall be entitled to a Leave of Absence for the period of time required by their health care provider but not to exceed one (1) year.

**12.4 Personal:** Eligible employees may apply for a Leave of Absence for personal reasons. The Company shall have sole discretion for the granting and duration of such Leaves. Leaves for this purpose shall not exceed ninety (90) days and be granted without pay. Employees will be required to use any paid time off including vacation. The company may offer alternatives to a requested personal leave including working a different shift or job.

**12.5 Military Leave:** All Leaves of Absence for this reason will be based on military requirements and the Company's obligation, in such cases, shall be that required by law. A regular full-time employee with one (1) or more years of seniority who is called to summer military encampment shall receive, for up to two (2) weeks, the difference between their military pay and that which they would have received had they worked, provided they work the scheduled work day before and after encampment.

**12.6 Union Leave:** The employer may grant union leaves of absence for more than thirty (30) days per year with no loss of seniority to the employees for the purpose of union business. This may be granted to not more than two (2) employees at a time without loss of seniority, who have been elected or designated for the purpose of only attending union meetings, conventions, school, and seminars. The Union must submit the request for leave to the Employer in writing at least two (2) weeks in advance when possible stating the reason for such leave.

**12.7 False Pretenses:** Any leaves requested or granted under false pretenses shall be grounds for automatic termination.

**12.8 Returning to Work:** Before any employee may return from a temporary disability leave they must submit a Return to Work Certification Form to the Personnel Department. Employees returning from a Leave of Absence who held a Class II or above position will be returned to their former position provided they are able to meet the essential functions of the job.

## **12.9 Family and Medical Leave**

A. The Company shall adhere to the Family and Medical Leave Act of 1993 (FMLA) and its regulations for all eligible employees in the bargaining unit.

B. No employee shall be required to utilize paid vacation or paid personal leave for any FMLA absence in which the employee does not request to receive such pay.

## **ARTICLE 13 – JURY DUTY**

Regular full time employees who have completed their probationary period and are called for jury duty will be allowed time off for such duty. The employee must provide their supervisor with written jury duty verification once it is received, and will be compensated for what their daily earnings would have been had they been at work. Any stipend the employee receives from the court will remain with the employee.

## **ARTICLE 14 – FUNERAL LEAVE**

Full-time employees, who have completed their probationary period and are absent from work due to a death in their immediate family (defined as the employee's spouse, children, parent, step-parent, sibling, step-sibling, half-sibling, grandchildren, grandparents, grandparents-in-law, mother/father-in-law, son/daughter-in-law, sister/brother-in-law, children that are legally adopted or that the employee is a legal guardian of ) will receive up to three (3) days pay. Pay for such lost time from work shall be computed at eight (8) hours, times the employee's straight time hourly rate for each day. 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 that which is described in this section. In the event of the death of a relative not listed the employee shall receive one (1) day off, without pay, to attend the funeral. In the event of the death of a close friend the employee shall receive one (1) day off, per calendar year, without pay, to attend the funeral. The Employer may require proper documentation in all cases of paid and unpaid funeral leave. Funeral leave pay will not be counted as time worked for the purpose of overtime.

## **ARTICLE 15 - VACATIONS**

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

**15.2 Entitlement:** Full-time anniversary dates will be used to determine years of service for vacation entitlement as follows:

After one (1) year of service	1 week
After three (3) years of service	2 weeks
After ten (10) years of service	3 weeks
After twenty (20) years of service	4 weeks

Employees hired prior to January 1, 2003 only  
After two (2) years of service 2 weeks

Employees hired prior to January 1, 1982 only  
After twenty-five (25) years of service 5 weeks

**15.3 Pay:** Vacation pay shall be forty (40) hours at their regular hourly rate. Employees who work at least twenty-six (26) weeks shall have their vacation benefits prorated based on the following schedule:

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

**15.4 Payment:** All vacation pay shall be automatically paid to eligible employees on the paycheck following their anniversary date unless the employee requests at least two (2) weeks in advance in writing to receive their vacation pay at the time of their scheduled vacation.

**15.5 Scheduling:** The Company shall have the exclusive right to schedule vacation periods at any time it desires; however, the Company agrees that where more than one employee requests the same vacation period, seniority shall prevail. Employees shall have the right to schedule vacation one day at a time. Employees will have the right to schedule their full weeks vacation beginning on any day of the work week for the following seven (7) consecutive days upon mutual agreement between the employee and the company. Once the employee's vacation is approved, it may not be changed unless mutually agreed to by the Company and the employee.

**15.6 Miscellaneous:** Vacations must be taken during the employee's anniversary year and there will be no carry over of vacation from one anniversary year to another. Vacation time not taken shall be considered lost, except where management requests or requires an employee to cancel scheduled vacation and are unable to reschedule prior to the employee anniversary year expiring

**ARTICLE 16 - HOLIDAYS**

**16.1 Recognized Holidays:** All full-time employees who have established seniority under this contract shall be eligible to receive eight (8) hours of holiday pay allowance at their regular rate of pay for each of the following holidays:

New Year's Day	January 1
Memorial Day	as designated
Independence Day	July 4
Labor Day	as designated
Thanksgiving	as designated
Christmas Eve	December 24
Christmas Day	December 25
Personal Holiday	As noted in Section 16.7

Holidays falling on Sunday shall be observed on Monday.

**16.2 Qualification for Holiday Pay:** Employees shall not receive holiday pay if they fail to work all scheduled hours on the last scheduled work day before, the day of, and the first scheduled work day after any holiday. If an employee is tardy or late for scheduled work, other than the reasons listed in Section 10 of this article, the day before, the day after or the day of a designated holiday for one (1) hour or less, they shall only receive four (4) hours of holiday pay benefits. At the sole discretion of management an employee may be excused from work the day before, day of, or day after a holiday without forfeiting their holiday pay. Employees with sixty (60) points or more who report to work less than one (1) hour late on a holiday will receive their full eight (8) hours holiday pay.

**16.3 Worked Holiday:** Employees required to work on a holiday shall be paid time and one-half (1-1/2) for the hours worked, in addition to holiday pay, for eligible employees, provided they work all scheduled hours on that day.

**16.4 Holiday In Vacation:** If a holiday falls during an employee's vacation week, they shall receive their regular rate of pay for eight (8) hours upon returning to work, and receive an additional day added to their vacation.

**16.5 Holiday During Leave or Layoff Periods:** Employees on Leave of Absence or Layoff shall not be entitled to holiday pay.

**16.6** The eight (8) hours holiday pay benefit shall be counted as time worked when computing overtime pay.

**16.7 Effective January 1, 1997,** a person's birthday holiday will be exchanged for a personal day. In order to receive a personal day, it must be prearranged in advance.

**16.8** An employee shall not be disqualified for holiday pay if they are absent on one or all of the qualifying work days for the following reasons:

- (a) Death in family
- (b) Jury Duty
- (c) Hospital admittance
- (d) Subpoenaed as a witness
- (e) Prearranged required court appearances
- (f) Work related injury
- (g) Approved Leave of Absence, provided work was performed during the holiday week.
- (h) Hospitalization of a minor child or spouse
- (i) Illness of a child that requires an employee to pick up from a state approved day care or school (proper documentation required)
- (j) At the sole discretion of management an employee may be excused from work the day before, day of, or day after a holiday without forfeiting their holiday pay.

## **ARTICLE 17 - SENIORITY**

**17.1 Principle:** The principles of seniority shall prevail on a plant basis in regard to layoff, recall, transfer, and promotion providing the individual is able to perform the essential functions of the job.

**17.2: Seniority Broken:** The seniority record of an employee shall be broken when they:

- (a) Quit; or
- (b) are discharged; or
- (c) fail to return to work within three (3) calendar days after receipt of notification of recall from layoff; or
- (d) have been absent two (2) consecutive working days without notice to the Company, which shall be considered a voluntary quit; or
- (e) have been in a layoff status for a period of twelve (12) months; or
- (f) fail to return to work at the expiration of a Leave of Absence.

**17.3 Seniority List:** The Company shall prepare a seniority list of all employees in the bargaining unit upon request by the Union, but not more than once every three (3) months. The Union shall have fifteen (15) days from receipt of the seniority list to present any objection to the Complex Personnel Manager.

**17.4 Breaking Ties:** When two (2) or more employees have the same hire date, seniority shall be determined by the employee's birth month and day.

## **ARTICLE 18 - LAYOFF AND RECALL**

**18.1 Definition of Layoff:** A layoff is defined as a reduction in the work force for economic reasons. An employee is not considered laid off unless totally relieved from active employment at the Glen Allen, Virginia, processing plant.



**18.2 Determining Factors:** Seniority shall prevail for layoff and recalls as provided in Article 17.1 of this Agreement.

**18.3 Departmental Basis:** Layoffs of less than two (2) weeks shall be on a departmental basis (live receiving, first processing, deboning, labeling, sanitation, and maintenance). Employees on layoff for a period of more than two (2) weeks may replace junior employees in other departments, provided that the employee can perform the essential functions of the job.

**18.4 Recalls:** Recalls will be in inverse order of layoffs. In order to be eligible for recall, the employee must keep the Personnel Department informed of correct address or telephone number where the employee can be contacted and must be available to report to work as scheduled.

## **ARTICLE 19 - JOB VACANCIES AND JOB BIDDING**

**19.1 Permanent Vacancy** is defined as a vacancy caused by a quit, discharge, promotion, transfer, or the establishment of a new job.

**19.2 Permanent Vacancies** in Class II and above, excluding discretionary jobs as described in Section 4, will be posted as soon as possible following an event defined in Section 1 above by the Personnel Department. When posting, the job title, job class, rate of pay, duties, and qualifications required will be indicated on the posting. Employees wishing to bid on the job shall do so by completing and returning a job bid sign up sheet within three (3) business days of the job bid. All non-discretionary jobs will be bid facility wide and awarded to the most senior employee. The most senior bidder meeting the basic requirements of the job will be awarded the job as soon as practical, but no later than fifteen (15) calendar days after the date of the posting. Successful bidding employees will have fifteen (15) working days in which to qualify for the job. If the successful bidder fails to qualify, they will be returned to their prior job except if their prior job has been eliminated. The Company will then offer the job to the next most senior employee from the original bidding and continue this procedure until all employees that originally bid are exhausted. The Company can then fill the permanent vacancy from any source whatsoever. If the employee chooses to self-disqualify and not continue in the new position they may not bid on another position for six (6) months. There shall be no obligation to post a position vacated by a successful bidder or by an employee assigned a permanent vacancy, until the bidder or person assigned has qualified for their new position.

**19.3 To be eligible for job bidding**, in addition to Section 2 of this Article, the employee must have a record free of any written warning with suspension in the last six (6) months at the time of the job award. An employee awarded a bid job, and not subsequently disqualified, shall not be permitted to bid again for six (6) months unless a higher class job is involved, or their job has been eliminated. In addition, in order to be eligible for job bidding, employees must have at least thirty (30) points.

**19.4** A discretionary position is a job that is awarded to the most qualified candidate regardless of seniority. Discretionary positions are as follows: maintenance, leads, retention trainer and utilities. All of the bidding procedures described above for non-discretionary positions shall apply to the bid process for discretionary positions.

**19.5** When a permanent vacancy occurs in a Class I job, it will not be posted. However, employees who have established three (3) months seniority in their present job and a record free from any counseling statements in the past three (3) months who wish to transfer to a Class I job shall make their wishes known by signing the request for transfer sheet in the Personnel Department. When such vacancies occur, those employees who have made their wishes known to the Personnel Department and meet the qualifications stated in this section and of the job, will be transferred to the position on the basis of the earliest request. This procedure will apply before hiring new employees to fill the vacancy. Employees shall only have one (1) request for transfer to a Class I job at any one time. All employees who currently have transfer requests on record will have those requests honored on a first come first serve basis. All future requests for transfers will be awarded by seniority.

## **ARTICLE 20 - HEALTH AND WELFARE**

### **Group Health and Wellness**

**20.1** The Company will make available for regular full-time team members the following comprehensive benefit program. The following coverages will commence on the first day of the month following completion of 3 months of full-time employment and will terminate on the team member's last day of employment (unless extended or converted, to the extent permissible). A team member will automatically be enrolled for single, basic coverage if other coverage has not been elected by returning a completed Group Health Plan Enrollment Form before his or her eligibility date.

- a. Basic Medical Coverage under Group Health Plan, with \$1 Million Life Time Maximum
- b. Prescription Drug Card
- c. Company-Paid Term Life Insurance
- d. Company-Paid Accidental Death and Dismemberment Insurance

**20.2** The following additional coverages will commence at no additional cost on the first day of the month following 6 months of participation in Medical Coverage under the Group Health Plan and will terminate on the team member's last day of employment (unless extended, to the extent permissible).

- a. Dental
- b. Vision

**20.3** Company-Paid Short Term Disability Insurance will be available after 1 year of full-time service.

**20.4** The following optional coverages are available for additional cost to the team member and will terminate on the team member's last day of employment (unless converted, to the extent permissible).

- a. Voluntary Life Insurance – available on the first day of the month following 3 months of full-time service.
- b. Voluntary Accidental Death and Dismemberment Insurance – available on the first day of the month following 3 months of full-time service.
- c. Long Term Disability Insurance – available after 1 year of full-time service.

A team member's payroll deductions for single or family coverage under the Group Health Plan for Basic Medical (with \$1 million life time maximum), Dental, Vision, and Prescription Drug Card Coverages, will equal 25% of the total cost of the selected coverage. Premium Plan coverage cost more. Payroll deductions for team members will be re-determined each calendar year. If the Group Health Plan's expenses increase, the payroll deductions for coverage will most likely increase. A trailing 12 month-period of Group Health Plan expenses is used to calculate payroll deductions for team members, as determined at the end of the Company's fiscal year each September. Based on that expense experience, the Company establishes new payroll deduction levels for team members effective January 1 for the calendar year commencing on that date.

**20.5** Team members on any type of leave of absence will be required to pay their benefit contributions during any such period of absence in order to maintain their benefit coverages.

**20.6** The Benefit Plan Designs provide only general descriptions of the benefits mentioned above. The full terms and conditions of each type of benefit are governed by formal plan documents which will govern in the event of any conflict or discrepancy with the general descriptions provided in the Benefit Plan Designs. Copy of all plan documents may be obtained by contacting the Corporate Benefits Department.

**20.7** The Company retains the discretion to modify, amend or terminate all or any benefit plans at any time, including changes to the conditions for eligibility, the nature of the benefits and the cost to team members, subject only to such limitations as may be imposed by the collective bargaining process. The Company also retains the discretion to administer the benefit plans, including the authority to interpret the formal plan documents and the selection of all third party providers.

**20.8** Stock Purchase Plan: Employees will be eligible to participate in the Company's Stock Purchase Plan the first day of the month following three (3) months of employment. Employees may contribute from one percent (1%) to ten percent (10%) of pay in one percent (1%) increments or from one dollar (\$1.00) to twenty five dollars (\$25.00) per week in whole dollar increments. After one (1) year employment the Company will match fifty percent (50%) of the employees contribution. All stock purchased with Company contribution will be put in the employee's 401(k) plan. The Company reserves the right during the term of this Agreement to modify the design features of the Stock Purchase

Plan. The administration of this plan is not subject to the grievance and arbitration provision of this Agreement, but will be governed under applicable federal law in accordance with the plan document.

**20.9 Retirement Saving Plan (401(k)):** Employees will be eligible to participate in the Company's retirement saving plan the first day of the month following three (3) months of employment. Employees may contribute on a pre tax basis from two percent (2%) to sixty percent (60%) of their pay in one percent (1%) increments. For employees who have completed one (1) year of employment the Company will contribute one hundred percent (100%) of the first three percent (3%) of the employees contribution, plus fifty percent (50%) of the next two percent (2%) of the employee's contribution. All Company and employees contribution are immediately one hundred percent (100%) vested. Investment choices will be ten (10) different funds and the employee will be able to allocate investment dollars in increments of one percent (1%) and change investment allocations once per calendar day. The Company reserves the right during the term of this Agreement to modify the design features of the Retirement Saving Plan. The administration of the 401(k) plan is not subject to the grievance and arbitration provisions of this Agreement, but will be governed under applicable federal law in accordance with the plan document.

**20.10** The Employer agrees to notify the union and its employees of any increase in the co-pay for the Group Benefit Plan not less than thirty (30) days prior to the effective date of the increase. Notification will include the amount of the increase and the effective date of the increase. In the event proper notice is not given, the increase will not become effective until the first of the month after thirty (30) calendar days notification.

## **ARTICLE 21 - SAFETY AND HEALTH**

**21.1** The Company agrees to make every reasonable effort to provide safe and healthy working conditions in the various places where work is performed, and to comply with all federal, state, and local health and safety laws and regulations.

**21.2** The Union, likewise, agrees to encourage its members to work safely.

**21.3 Accident, Injuries, Defective Equipment:** Individual employee shall notify their supervisor immediately of any accidents, injuries, or defective equipment.

**21.4 Safety Committee:** A representative Safety Committee shall be established to be composed of representatives of the Company and representatives of the workforce. All bargaining unit committee members shall be appointed by the Company. The Union shall designate a steward from both the day and night shift to the committee. The Safety Committee shall hold monthly meetings at times determined by the committee. This committee shall make recommendations to help benefit the plant safety program.

21.5 The Union and the Company recognize that job rotation may be required in accordance with an ergonomics plan developed by the Company or in response to requirements of OSHA, and therefore, the Company shall be permitted to rotate employees within job classifications throughout the plant in positions that require repetitive movements.

## ARTICLE 22 - VOLUNTARY CHECK-OFF

22.1 Dues - The Employer agrees to deduct Union dues, the initiation fee and authorized assessments from the weekly wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization to do so. Such deductions shall be made by the Employer each payroll period, from the wages of employees and such deductions shall be forwarded to the Secretary-treasurer of the Union, within ten (10) days following the last payroll period of the month. In the event no wages are due an employee or the wages of an employee are insufficient to cover the required deductions, the deductions for such week shall nevertheless be made from the wages of an adequate amount next due the employee and thereupon transmitted to the Union.

22.2 Active Ballot Club Deductions - The Company hereby agrees to make payroll deductions for those employees, who so authorize in writing, for the United Food & Commercial Workers International Union Active Ballot Club. The employer shall forward such payroll deductions to the Union within ten (10) days following the last payroll period of the month, indicating the employee's name and the amount deducted for each employee.

22.3(A) Credit Union - The Employer agrees to deduct from an employee's earnings each payroll period, including vacation pay, the amount specified by an employee on the AFL-CIO Employees Federal Credit Union written authorization for payroll deduction form. Payroll deductions will commence with the payroll period following receipt of an employee's written authorization for AFL-CIO Employees Federal Credit Union payroll deductions. The employer shall forward such payroll deductions to the AFL-CIO Employees Federal Credit Union on a weekly basis, indicating the employee's name, social security number and the amount deducted for each employee.

(B) Revocability: The employer shall pay such deducted amounts directly to the Credit Union. No amounts deducted shall be paid to the Union or to any representative of the Union. Employee deduction authorizations shall be revocable.

(C) Employer's Obligation Terminates: After any funds have been remitted to the Credit Union, the sole and exclusive obligation and responsibility for the disposition of the funds shall fall upon the Credit Union.

22.4 Community Fund The Employer hereby agrees to make payroll deductions for those employees, who so authorize in writing, for the United Food & Commercial Workers Union Local 400 Community Fund. The Employer shall forward such payroll deductions to the Union within ten (10) days following the last payroll period of the month, indicating the employee's name, social security number and the amount deducted for each employee.

**22.5** The Employer agrees to deduct and transmit Union dues, the initiation fee, authorized assessments and Active Ballot Club deductions from eligible union members, pursuant to this Article, to the Secretary-Treasurer of the Union on a monthly basis. The employer will include the employee's name, social security number, and amount deducted in an EDP readable format for union eligible employees. The Secretary-Treasurer's receipt therefore shall constitute a full and complete discharge of the Company's obligations.

**22.6** Terminated Employees, Notices: The Company agrees to indicate terminated employees on the check off reports which it periodically sends to the Union.

**22.7** No Liability, Hold Harmless: It is agreed and understood that the Company shall not be monetarily liable to the Union or to any employee in the bargaining unit on account of any error or mistake in discharging its obligations hereunder, other than willful refusal. It is also understood and agreed that the Union will indemnify the Company and hold it harmless from and against any liability or claim whatsoever relating to or arising out of the terms and provisions of this Article or any act of omission of the Company in acting with regard to this Article.

#### **ARTICLE 23 - UNION REPRESENTATIVES/STEWARDS**

**23.1** The Union may appoint as many stewards as it wants within the complement of represented employees. However, the Company will not be required to recognize any employee as a steward until and unless the Union has given it written notice that such employee is to be a steward or a chief steward for a particular shift. There shall be only one chief steward for the plant for each shift, and the Company will be obligated to deal directly with chief stewards and departmental stewards only. Other stewards may participate in grievance and/or arbitration proceedings involving their particular departments or lines as assistants to the chief stewards. No steward's activities as a steward shall in any way conflict with or detract from his or her duties as an employee or with those of any other employee. It is contemplated that no such activities shall take place during the work time of any employee involved, and any exception to this rule will require the Company's prior consent.

**23.2** Shop Stewards will be allowed two (2) days off, without pay, each year to attend the Shop Stewards Seminar. No more than two (2) shop stewards per supervisor will be allowed to be off at one time.

#### **ARTICLE 24 - GENERAL PROVISION**

**24.1** No Discrimination: By mutual obligation neither the Company nor the Union shall engage in any form of unlawful discrimination against employees based on any of the following: race, religion, sex, age, color, creed, ethnic group, national origin, veteran status, disability, or handicap.

**24.2 Bulletin Boards:** The Company will provide the Union with space on existing bulletin boards used to convey information to unit employees, or on other bulletin boards, adequate to permit the Union to notify unit employees of Union business of legitimate interest to them. However, neither the Union nor any employee shall use this privilege for the purpose of posting any material which is derogatory or critical of the Company, its managerial or supervisory personnel, nor to advocate any position to which the Company is opposed. All notices to be posted must be delivered to the Personnel Manager for approval and posting by him.

**24.3 Union Visits:** Union officials may visit inside the plant including the employees cafeteria, at reasonable hours upon proper notice to management. Such visits shall not interfere with Company's operation, and such visits shall be for the express purpose of contract administration and grievance investigation. Union officials shall not go into production areas of the plant without the permission or escort of management.

**24.4 Work by Non-Bargaining Unit Employees:** Supervisors or other non-bargaining unit employees shall only do such bargaining unit work as is required by their duties, such as training employees, performing relief duties, during emergencies or when the Company deems it appropriate for the efficient operation of its business.

**24.5 Union Activity:** Employees shall not engage in any union activity during working time.

**24.6 Job Retention:** Once an employee has been permanently assigned to a particular job, and has rendered satisfactory performance in that job for one (1) year or more, that employee will not be permanently and involuntarily assigned to a different job without the employee's consent, except

- (1) As the result of a layoff, reduction in force, elimination of the employee's job or reduction of the number of such jobs, or substantial change in the nature of the employee's job, or
- (2) Where the new job would pay higher rate than the employee is earning, or
- (3) Where necessary to keep all jobs manned with able and efficient employees.
- (4) Ergonomic or health related reason.

**24.7 Transfers Out/In to the Bargaining Unit:** Any employee transferred to a job outside of the bargaining unit shall retain their bargaining unit length of service and seniority for a period of one (1) year. Employees returning to a job in the bargaining unit after this period shall only retain the bargaining unit length of service and seniority that was in effect at the time of transferring out. The employee shall then recommence accumulating bargaining unit length of service and seniority as of the date they return.

**24.8** The Company will provide to the employees, at the Company's expense, such special clothing or special equipment as the Company requires the employee to wear or use in the course of performing their work. The term "special clothing" does not include street clothes or footwear, or any item that the employee could reasonably wear while not

on duty. Employees will be responsible for the loss, damage or wear and tear of such special clothing or special equipment, reasonable and ordinary wear and tear due to work use excepted, and may be required to pay for such. The employee may be required to turn in any article issued to them when seeking a replacement regardless of the condition of the article to be turned in, and may otherwise be required to pay for the replacement article. Upon termination, layoff or the taking of a Leave of Absence, the employee must turn in all property in their possession or for which they are accountable belonging to the Company before receiving any monies due.

**24.9** It is agreed that the collective bargaining agreement shall be printed in both English and Spanish. Where there is a discrepancy in translation regarding contract language or interpretations, the English language contract shall prevail. Translations should be done by a qualified translator the cost of translation and printing being split equally between the Company and the Union.

## **ARTICLE 25 - WAGES**

### **25.1 Wage Increases:**

**(a) Effective 10-31-04**

**Production and all Maintenance M-4 through M-7 Employees**

Employees with more than three (3) months  
but less than twelve (12) months continuous service     \$.20 per hour

Employees with twelve (12) or more  
continuous employment     \$.25 per hour

**Maintenance Workers M-1 through M-3**

Employees with more than three (3) months  
but less than twelve (12) months continuous service     \$.20 per hour

Employees with twelve (12) months or more  
continuous employment     \$.35 per hour

**(b) 11/6/05**     All bargaining unit team members will receive the average annual raise given at all plants in the Retail Fresh Division.

**(c) 11/5/06**     All bargaining unit team members will receive the average annual raise given at all plants in the Retail Fresh Division.

### **25.2 Shift Premiums:**

**(a)** All team members working the 2nd or 3rd shift will receive a \$.35 per hour shift differential.



**25.3** Should a bonus be given on a Company-wide basis to the hourly paid work force during the life of this Agreement, then such bonus and its application shall be given to all employees covered within this Agreement.

**25.4** The Company reserves the right to set the probationary rates and to increase or decrease this rate due to the competitive needs.

**25.5** Sanitation shall be paid at least eight (8) hours per day for each normal production day provided:

- (a) The Sanitation Department works as directed by management to achieve a clean facility that meets both Tyson's and USDA's requirements and there are no delays in plant startup. If there is a delay in plant start up due to improper cleaning then the sanitation employees responsible for that area (Live Receiving/Transfer; Evisceration; Chiller/Sizing; Rehang/Tub/Cooler; Debone; Trimming; Packing; Leg Room; Labeling) shall not receive the incentive for that day.
- (b) Employees must work all scheduled hours in the work day.
- (c) Sanitation incentives shall only apply to an employee's regular work assignment. Additional volunteer work shall not qualify for any extra incentive pay. If calculated incentive pay is ever less than actual hours worked/paid, the employee shall be paid their actual hours worked.

**25.6** Wog/Debone Yield Incentive:

When the plant achieves a 72.50% or better WOG yield for the week the following incentives for achieving these filet to live yields will be triggered:

17.50%	\$ 0.20 per hour
17.75%	\$ 0.25 per hour
18.00%	\$ 0.30 per hour
18.25%	\$ 0.35 per hour
18.50%	\$ 0.40 per hour

When the plant achieves a 73.50% or better WOG yield for the week the following incentives for achieving these filet to live yields will be triggered:

18.75%	\$ 0.45 per hour
19.00%	\$ 0.50 per hour
19.25%	\$ 0.55 per hour
19.50%	\$ 0.60 per hour

If a bonus is achieved, all eligible production team members who worked all their scheduled work hours that week will receive the bonus.

**ARTICLE 26 - JOINT LABOR MANAGEMENT**

26.1 The Union and the Employer, in order to promote cooperation, agree that during the life of this Agreement individuals from both parties consisting of not less than one (1) person from each department be designated, in writing, by each party to the other for the purpose of meeting at mutually agreeable times and places so as to appraise the other of problems, concerns, suggestions, ideas, etc., related to the facility and the work force. Such meetings shall not be for the purpose of initiating or continuing collective bargaining nor in any way to modify, add to, to detract from the provisions of this Agreement. Joint Labor Management meetings will be scheduled at mutually agreeable times during normal working hours.

**ARTICLE 27 - WORKERS COMPENSATION**

27.1 The Company agrees to cooperate toward the prompt disposition of employee on-the-job injury claims. An employee who is injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his/her regular duties after sustaining a compensable injury who is required by the workers' compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time.

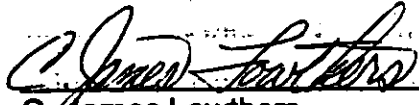
**ARTICLE 28 - DURATION**

28.1 This Agreement shall become effective October 31, 2004, and shall continue in full force and in effect through November 3, 2007. Should any party desire to terminate this Agreement on the above termination date, such party shall give the other party sixty (60) days notice in writing prior to the indicated termination date of such desire to terminate the collective bargaining agreement. If notice is not given, the contract shall automatically renew itself for one (1) year and shall continue to automatically renew from year to year thereafter until the required sixty (60) days notice of termination is given prior to the annual expiration date of the contract.

For the Company:

For the Union:

  
Donald A. Schaeffer  
Director HR Operations  
3/21/05  
Date

  
C. James Lowthers  
President  
3/7/05  
Date

**EXHIBIT 1  
GLEN ALLEN  
WAGE & JOB CLASSIFICATION**

<u>PRODUCTION</u>	<u>START</u>	<u>3-MOS.</u>	<u>1 YEAR</u>	<u>10 YEAR Seniority</u>	
<b>Class I</b>	Day	\$8.25	\$9.10	\$9.30	\$9.40
	Night	\$8.60	\$9.45	\$9.65	\$9.75
All jobs not listed					
<b>Class II</b>	Day	\$8.35	\$9.20	\$9.40	\$9.50
	Night	\$8.70	\$9.55	\$9.75	\$9.85
	A Grade Pickup		Jack Driver		Box Room
	Debone Trimmer		Order Coordinator		Rack Stacker
	Linen Room Attn		Racker		
	Relief Worker		Bone Checker		
<b>Class III</b>	Day	\$8.50	\$9.35	\$9.55	\$9.65
	Night	\$8.85	\$9.70	\$9.90	\$10.00
	Knife Sharpener		Blast Feeder		Shoulder Cutter
	Drawer		Rack Puller		Chiller Operator
	Shipping Checker		Machine Feeder		
	Saw Operator		Manifestor		
<b>Class IV</b>	Day	\$8.80	\$9.65	\$9.85	\$9.95
	Night	\$9.15	\$10.00	\$10.20	\$10.30
	Aging Cooler		28 Degree Room		Pet Food
	Offal Worker		Dept. Trainer		Utility
	Label Box Stacker		Picking Room		Retention Trainer
	Forklift Driver		Parts/Supply Person		Marination Operator
<b>Class V</b>	Day	\$9.25	\$10.10	\$10.25	\$10.35
	Night	\$9.60	\$10.45	\$10.60	\$10.70
	Live Receiving		Back up Killer		
	Live Rec. Forklift Operators		-10 Freezer		
<b>Class VI</b>	Day	\$9.30	\$10.15	\$10.35	\$10.45
	Night	\$9.65	\$10.50	\$10.70	\$10.80
	Lead Person		Live Receiving Lead		
	Supply Clerk		(Add 0.50 Cents)		


**EXHIBIT 1  
GLEN ALLEN  
MAINTENANCE WAGE SCALE**

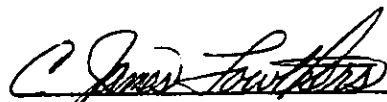
	<u>START</u>	<u>3 MONTHS</u>	<u>1 YEAR</u>	<u>10 YEARS</u>
M7	\$9.45	\$10.15	\$10.55	\$10.65
M6	\$10.95	\$11.65	\$12.05	\$12.15
M5	\$11.70	\$12.40	\$12.80	\$12.90
M4	\$12.55	\$13.25	\$13.65	\$13.75
M3	\$13.30	\$14.00	\$14.50	\$14.60
M2	\$14.05	\$14.75	\$15.25	\$15.35
M1	\$14.80	\$15.50	\$16.00	\$16.10

Add .35¢ for 2<sup>nd</sup> and 3<sup>rd</sup> shift premium work  
 Add .25¢ for Haz-Mat Team Participants  
 Add \$1.00 for lead personnel

FOR THE COMPANY:

FOR THE UNION:

  
 Donald A. Schaeffer  
 Director HR Operations  
 Date 3/3/05

  
 C. James Lowthers  
 President  
 Date 3/7/05

 **UFCW**  
a VOICE for working America

**UNION  
SHOP**

*Shop Union*

**UNITED FOOD & COMMERCIAL**

**WORKERS UNION, AFL-CIO**

**LOCAL  400**

**C. JAMES LOWTHERS**  
PRESIDENT

**THOMAS P. McNUTT**  
SECRETARY-TREASURER

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