

AGREEMENT

This Agreement made and entered into by and between KRAFT FOODS NORTH AMERICA, Inc., Oscar Mayer Foods Division, Davenport Plant, hereinafter referred to as the Company, and District Local 431 of the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the Union.

Witnesseth:

Purpose of Agreement

1. It is the intent and purpose of the parties hereto that this Agreement shall constitute a renewal of a contract continuously in existence between these parties since November 1, 1946, said contract having been amended from time to time, and that any alterations, changes or modification herein shall be construed as amendments to that original contract; further, it is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Company and the Union, and to set forth herein rates of pay, hours of work, and working conditions of employment to be observed between the parties hereto.

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

3. a. Neither the employer, the Union or fellow employees shall discriminate against any individual because of his race, age, religion, sex, color, ancestry,

national origin, or disability with respect to opportunity for or tenure of employment or with respect to any term or condition of employment or any other right, benefit, duty or obligation created and/or protected by the provisions of this Agreement.

- b. Chapter one hundred five A (105A), Code 1971, of the Iowa Law as amended by Senate File 1148, Sixty-fourth General Assembly, provides that:

“After a handicapped individual is employed, the employer shall not be required under this chapter to promote or transfer such handicapped person to another job or occupation, unless, prior to such transfer, such handicapped person by training or experience is qualified for such job or occupation. Any collective bargaining agreement between an employer and labor organization shall contain this section as a part of such agreement.”

- c. The masculine pronoun wherever used, shall include the feminine, unless the context indicates otherwise.
- d. If any provision of this Agreement shall be held invalid or in conflict with any state or federal law, it shall be immediately void. The remainder of the Agreement shall not be affected thereby. In the above eventuality;
 - a. The Company and the Union shall immediately meet to resolve any issues created.
 - b. If resolution is not reached within 30 days, the matter shall be submitted to an expedited arbitration process.

- c. After resolution by either a or b above, neither party shall initiate or be party to a legal proceeding regarding the legality of the resolution.

An ADA Committee will be established, consisting of 4 members, two of which are appointed by the Union. This Committee shall have the authority to recommend to the Company and the Union Business Representative:

- a. Establishment of Section 69 jobs.
- b. Seniority modifications and adjustments to be made as the result of the Americans with Disabilities Act.

Recognition of the Union

4. The Company recognizes the United Food and Commercial Workers International Union, AFL-CIO, District Local 431, as the sole collective bargaining agent for all production and maintenance employees, and agrees to deal only with the duly authorized representatives of the Union on all matters relating to grievances, wages, and other conditions of employment.

5. On or after the thirtieth (30th) day following the effective date of this Agreement, all production and maintenance employees, employed on said effective date shall be, and remain members of the Union in good standing as a condition of continuing employment during the life of this Agreement. All production and maintenance employees hired after the effective date of this Agreement shall be, and remain members of the Union in good standing on and after the thirtieth (30th) day following the beginning of their employment as a condition of continuing employment.

For the purpose of this Agreement, "date of hire," "beginning of their employment," or any similar reference shall mean the employee's starting work day. If the present laws of the State of Iowa affecting this are changed so that it may be lawful, this section shall become effective immediately.

6. On Friday of each week the Company will deduct from the pay of members of the Union their Union dues and assessments. Union dues will be computed on the basis of the hourly rate in effect at the time and in accordance with the formula submitted to the Company by the Union from time to time. The initiation fee of employees who have joined the Union

shall be deducted from the employee's first four (4) paychecks following the completed probationary period. The deduction of Union dues shall start with the month in which the employee joins the Union. No deduction from the employee's pay for either Union dues or initiation fees or assessments shall be made by the Company without the employee's confirmation in writing to the Company through the Union of such employee's membership in the Union and acceptance of the check-off provisions. Such duly executed shall continue in effect throughout the employee's period of service with the Company.

7. All Union dues and initiation fees and assessments deducted by the Company under the provisions of this Agreement shall be remitted promptly to the Financial Secretary-Treasurer of the Local Union, whose name shall be placed on file with the Company by the Union in writing.

8. For the purpose of this Agreement, maintenance and production employees shall include all plant production and maintenance employees including warehouse employees, shipping room and loading dock employees, all packing house employees, cafeteria employees, crewleaders, temporary supervisors, yard, and warehouse drivers, and all janitors, clean up employees and employees in the retail market, but shall exclude maintenance storeroom employees, salaried supervisors, and salaried assistant supervisors, group supervisors, security officers, office clerical workers and any salaried employees being trained for sales or supervisory positions.

9. The Union shall furnish the Company with a

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

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

Strike/Lockout

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

Management

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

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

14. Department stewards or executive officers of the Union may discuss grievances with employees after notifying the department supervisor and providing there is no interference with production.

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

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

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

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

Hours of Work

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

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

20. The regular straight time work week shall be forty (40) hours. All work performed in excess of eight (8) straight time hours in any one (1) shift or forty (40) straight time hours in any one (1) work week shall be paid for at one and one-half (1/2) times the employee's average hourly pay. It is understood and agreed that daily and weekly over time shall not be paid for the same hours worked or for hours worked for which the employee received time and one-half or double time

because of other provisions of this Agreement except where otherwise specifically provided.

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

22. One and one-half (1 1/2) times the average hourly rate shall be paid for all hours worked on Saturday.

23. For the purpose of Section 22, Saturday shall be the twenty-four (24) hour period starting at 12:01 a.m. on Saturday. For the purpose of Section 22, the day designated in place of Saturday for employees on continuous operation jobs, as indicated in Appendix B, shall be the consecutive twenty-four (24) hour period starting on the day designated in place of Saturday at the same hour of the day as the employee's scheduled starting time on his last scheduled work day prior to the day designated in place of Saturday.

24. The time and one-half provision shall not apply: To any and all employees who are employed on continuous operation jobs. Employees on continuous operation jobs shall have a regular scheduled day off

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

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

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

Employees on continuous operation jobs, as indicat-

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

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

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

- a. Forty (40) hours including eight (8) hours holiday pay for each holiday in the following holiday weeks: Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, except 3 shift production operations shall have a 36-hour guarantee. When one of these holidays occurs on a day other than during the first five (5) regularly scheduled shifts in an employee's work week as outlined in Appendix A and there are no other holidays in that week, the employees guaranteed work week shall be thirty-six (36) hours and holiday pay shall not be included in this guarantee.
- b. Thirty-Six (36) hours during other work weeks,

including the holiday week of New Year's. On the day before New Year's the Company shall make every effort to work as short a day as possible and shall make every effort to see that all employees are out of the plant by 8:00 P.M. except those on continuous operation jobs. On the above day, employees who must work past 8:00 P.M. (except those on continuous operation jobs) shall be paid at the rate of time and one-half their average hourly rate for all hours worked after 8:00 P.M. The thirty-six (36) hour guarantee during this week includes the eight (8) hours of holiday pay. When New Year's Eve does not fall during an employee's regularly scheduled work week, the forty (40) hour guarantee including eight (8) hours of holiday pay shall apply, except 3 shift production operations shall have a thirty-six (36) hour guarantee.

- c. Only the hours an employee works during the first five (5) regularly scheduled shifts in his work week, as outlined in Appendix A or as constituted at the beginning of his work week for an employee on a continuous operation job shall be applicable to his weekly guarantee. Any changes in the days that make up the first five (5) regularly scheduled shifts as outlined in Appendix A shall be subject to negotiations.
- d. An employee laid-off for more than thirty (30) days because of flood, fire, or a power failure, which is a direct result of an act of nature, shall not lose his or her job rights.

When in the event of flood, fire, or a power failure which is a direct result of an act of

nature, the Company is unable to provide work, other than emergency work in a department, the weekly guarantee when applicable shall be reduced for the affected employees by seven (7) hours for each day beginning with the second day of such occurrence.

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

- a. An employee off sick all week automatically breaks his guarantee for that week.
- b. An employee absent because of sickness or accident shall have his guarantee reduced by 7.2 hours for each full shift he is absent in his scheduled work week.
- c. An employee who starts work on his scheduled shift and is sent home sick shall have his guarantee for that week reduced by the difference between the hours worked and 7.2 hours unless he has already worked more than 7.2 hours, in which case the actual hours worked will apply toward his weekly guarantee.
- d. An employee excused for part of a day to make a doctor's appointment, as defined in Section 44 of the Labor Agreement, shall have his guarantee reduced by the number of hours worked by his group on that shift.

- e. An employee excused for jury duty, as defined in Section 79 of the Labor Agreement, shall have his guarantee reduced by the number of hours worked by his gang for each shift he is absent for jury duty in that week.
- f. An employee excused for funeral leave, as defined in Section 81 of the Labor Agreement, shall have his guarantee reduced by the number of hours for which he receives funeral leave pay.
- g. In items (b) and (c) above, 8.0 hours shall be substituted for 7.2 hours in a work week where the weekly guarantee is the equivalent of thirty-two (32) hours plus eight (8) hours of holiday pay.

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

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

32. Newly hired employees who begin work after

the first work day in their department shall be paid only for the hours they work in the week.

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

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

An employee who is recalled from layoff but is excused under the provisions of Section 169 (f) for additional time before reporting, shall be considered an excused absence during that time. An employee displaced by the operation of the seniority provision in Section 117, or by the return of an absent employee shall not be entitled to any weekly guarantee for the week of such displacement. An employee who obtains employment through the operation of Section 118 shall have his guarantee reduced by the number of hours worked by his new gang prior to such employee's starting to work.

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

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

directed to report for work on that day. If an employee is tardy, his guarantee shall be reduced by the extent of his tardiness.

36. An employee who has completed his regular scheduled day's work, has left the plant premises, and is recalled to perform emergency work, shall be paid for all time worked following such recall up to his regular starting time, at one and one-half (1 1/2) times his basic hourly rate and shall be guaranteed a minimum of four (4) hours work at one and one-half (1 1/2) times his basic hourly rate. In addition to the payment of this penalty, the calculation of daily overtime shall be based on the total hours the employee worked and daily overtime, if any, shall be payable for the number of consecutive hours worked over eight (8).

The provisions of this section shall apply to an employee who is recalled to perform emergency work more than three (3) hours before his prearranged starting time. An employee recalled to work three (3) hours or less before his prearranged starting time shall be considered to have had his starting time changed and the provisions of Section 41 shall apply.

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

apply to the first rest period. Employees are expected to take such rest periods.

38. Employees required to work more than five (5) hours consecutively without their first meal period shall be compensated at time and one-half (1 1/2) their basic hourly rate for all time worked in excess of five (5) hours until the first meal period is granted except five and one-half (5 1/2) hours may be worked in case of mechanical breakdown or when it will complete the day's work. The time and one-half provision may be waived upon mutual agreement by the Union Business Representative and the Company. However, when a waiver has not been signed, the grievance must be brought up within sixty (60) calendar days from last day of violation and the maximum retroactive liability for time and one-half pay under this provision shall not exceed payment for the violations which occurred in the sixty (60) calendar days immediately prior to the day of the last violation. Such time and one-half shall be paid in addition to all other overtime penalties.

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

40. Employees working more than ten (10) consecutive hours shall be given their second lunch period of twenty (20) minutes not later than the tenth (10th) hour of work, and the Company agrees to provide the employees, at the time, with a nontransferable ticket good for a meal up to \$2.00 and the employee shall

suffer no loss of pay for time spent in eating. This provision shall not apply if the second (2nd) meal period cannot be granted due to mechanical breakdown. In such cases, ten and one-half (10 1/2) hours may be worked. An additional meal period of twenty (20) minutes and a meal ticket good for a meal up to \$2.00 shall be given for each succeeding consecutive five (5) hours of work. It is intended that employees shall, for the purpose of this Section, be given time to eat, and only in case of emergency or the Cafeteria not being open to serve a proper meal, should the employee be asked to complete a day's work, and be credited with twenty (20) minutes time worked. The meal ticket shall be valid for fourteen (14) calendar days and may be used for the purchase of food only.

41. When starting times are changed, notice must be given in accordance with the following provisions:

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

Representative and the Company. In addition to the payment of this penalty, the calculation of daily overtime shall be based on the total hours the employee worked and daily overtime, if any, shall be payable for the number of consecutive hours worked over eight (8).

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

This provision shall not apply when the starting time of a shift has been changed for the purpose of equalizing overtime.

42. There shall be established approximately equal distribution of work hours available for all regular employees within each gang as far as practicable and with due consideration to job rights. This does not obligate the Company to give all employees in a gang the same number of hours of work per week, but the hours of work within the gang shall be equalized over a period of time to the extent practicable and with due consideration to job rights. The Unit Manager and the Union Representative shall agree as to what shall constitute gangs for the purpose of this Section only.

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

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

report until the time he is released from the Medical Aid Department.

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

45. An employee who suffers a compensable injury and is sent home by the attending physician, the Medical Department or their representative, shall be paid at his basic hourly rate for the time lost from his gang on that shift.

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

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

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

An employee required to be examined by the Company physician to determine physical fitness for returning to work following an absence as a result of an injury or illness shall be paid at his basic hourly rate for the time necessary for the examination, starting from the time he is scheduled to report until he is released from the Medical Department. So that the employee returning from an illness or injury shall lose as little time from work as possible, the Company shall, whenever practicable, schedule such physical examinations before the day the employee is scheduled to return to work. To be eligible for this provision, an employee must inform the Medical Department of his anticipated date of return at least three (3) working days in advance of that date.

48. Employees returning to work following a non-occupational injury or illness shall not be required to furnish a doctor's certificate for any period up to and including three (3) days absence; however, employees eligible for sick leave payments in accordance with Sections 182-191 are required to provide medical evidence acceptable to the Company as spelled out in Section 182 (d). If an individual employee has a record of frequent absences, the Company may notify such employee, in writing, with a copy to the Union Office, that it may require proof of illness for absences of less than three (3) days.

49. There are ten (10) paid holidays. They are as follows:

New Year's Day

Martin Luther King Day (Third Monday in January)

Good Friday (Continuous Operations employees working the three (3) ten (10) hour day schedule shall observe on Easter Sunday. See Appendix D.)

Memorial Day (Last Monday in May)

Independence Day

Labor Day

Thanksgiving Day

Friday After Thanksgiving Day

Christmas Eve Day

Christmas Day

For each of the above holidays not worked all regular full-time employees shall be paid for eight (8) hours at the basic hourly rate of pay they received on the day before the holiday or on the holiday in case they worked on the holiday. All part-time workers (not including casual workers) shall be paid four (4) hours at the basic hourly rate of pay they received on the day before the holiday or on the holiday in case they worked on the holiday.

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

- a. Death in immediate family, as defined by Section 82.
- b. Wife giving birth to a child, or,
- c. Sickness or accident provided:
 1. Employees who have less than one year's continuous service qualify for holiday pay

only if the absence commenced within five (5) calendar days before the holiday or on the day after the holiday, and the employee has properly notified the Company of his disability and presented a statement from his physician if such is requested by the Company.

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

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

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

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

52. If the holiday occurs while an employee is receiving or will receive Workmen's Compensation benefits, the employee shall be paid holiday pay less the amount of the daily compensation benefit, unless

he would have been on layoff, in which case the provisions of Section 56 shall apply.

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

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

55. Such hours for holidays not worked shall apply as hours in computing the weekly guarantee as outlined in Section 28 but shall not apply toward hours over forty (40) for weekly overtime as outlined in Section 20.

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

57. Stewards who are working shall be given nec-

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

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

WAGES

59. The following wage schedule will be effective for the life of the agreement:

Effective Date	Production Base Wage	Maintenance Base Wage
04/08/02	\$12.60	\$14.00
04/07/03	\$12.95	\$14.35
04/05/04	\$13.20	\$14.60
04/11/05	\$13.40	\$14.80

Starting rate schedule shall be as follows:

Effective Date	Starting Wage Rate
04/08/02	\$9.00
04/07/03	\$9.35
04/05/04	\$9.60
04/11/05	\$9.80

The spread between the wage brackets covered by this agreement shall be twenty-five cents (25¢) per hour.

60. For those employees hired on or after 04/06/98, the wage rate shall be increased \$.50 per hour every six (6) months until the full base wage is achieved. Employees in the starting progression shall obtain full rate in thirty-six (36) months.

The appropriate brackets will be added at the completion of the 1st 6 months of employment.

All increases shall be effective on the 1st day of the week following each six month period.

61. The following Cost-of-Living Allowance language shall remain in the agreement however it shall remain inactive unless renegotiated by the Company and the

Union

- a. If, as of each May 15 or November 15 during the life of this Agreement commencing with November 15, 1979, the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. (1967 = 100), of the Bureau of Labor Statistics, U.S. Department of Labor (hereinafter referred to as the CPI) is at a level higher than 214.1, then effective with the first pay period beginning on or after the following July 1 or January 1, as the case may be, the cost-of-living allowance shall be adjusted so that all employees shall receive an allowance of 1¢ per hour for each full .3 point by which the CPI increases. This shall be separate and apart from the authorized wage rate.
- b. Thus, if the CPI shall increase from a level of 214.1 to a level of 214.4 or above, an allowance shall be made in accordance with the following table and provisions:

CPI	Allowance Change	Accumulated Allowance Payable
214.4	+1¢	1¢
214.7	+1¢	2¢
215.0	+1¢	3¢
215.3	+1¢	4¢
215.6	+1¢	5¢

and so forth with one cent (1¢) change in the adjustment for each full .3 point increase in the CPI.

- c. If, after a cost-of-living allowance has been in effect pursuant to the foregoing provisions, it

shall be found that as of any such May 15 or November 15 the CPI has decreased during the preceding six months, then, effective with the first pay period beginning on or after the following July 1 or January 1, 1¢ shall be deducted from the cost-of-living allowance for each full .3 decrease in the CPI below the level which the CPI was required to reach in order to earn the last previous amount of allowance.

- d. For example, if the CPI should go through the movements noted below, the allowance would be as indicated:

		Accumulated		
		Allowance Allowance		
g	Date	CPI	Change	Payable
	Nov. 15, 1979	214.4	+1¢	1¢
	May 15, 1980	214.5	0	1¢
	Nov. 15, 1980	214.7	+1¢	2¢
	May 15, 1981	214.8	0	2¢
	Nov. 15, 1981	214.4	-1¢	1¢

- e. The cost-of-living allowance adjustments as outlined above shall be in addition to the regular wage rate payable under the terms of this Agreement. The cost-of-living allowance shall be included, along with the regular hourly rate, in computing all payments under this Agreement which are based on the regular hourly rate. It is recognized that should there be a decline in the CPI, such decline shall not affect in any part the basic wage structure as set forth.

f. In the event the CPI shall be revised or discontinued and in the event the Bureau of Labor Statistics, U.S. Department of Labor, does not issue information which would enable the Company and the Union to know what the CPI would have been had it not been revised or discontinued, then the Company and the Union will meet, negotiate, and agree upon an appropriate substitute for the CPI.

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

63. The Company further agrees to provide the Union with a job classification and job description showing the major factors of work to be performed on each job.

64. When an employee is required temporarily to fill a job paying a higher rate of pay, for more than one (1) day per week, the employee shall receive the higher rate effective on the first day; when an employee is required because of gang reduction due to lack of work to fill a job paying a lower rate for more than five (5)

days, the employee shall receive the lower rate effective on the Monday following the fifth day of work, except an employee transferred to another department in lieu of layoff shall have his rate reduced on the first day. An experienced employee capable of satisfactorily performing a higher rated job on which he is placed shall receive the rate for the higher rated job effective on the first day of such placement.

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

A probationary employee or one without department seniority who is placed on a rated job and who may require training for such job shall be paid the full job rate when he is experienced on the job and capable of satisfactorily performing it but he shall not be paid less than the common labor rate unless such employee has not completed the progressive rate schedule as outlined in Section 60.

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

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

66. When an employee (over-rated on his regular job) agrees to be loaned or is temporarily moved or

transferred to another job at the request and/or the convenience of the Company, the employee shall be guaranteed his previous over-rate when he returns to his former job.

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

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

68. Rates for jobs performed in the freezer are shown in the established wage rate schedule of the Freezer Department and include the fifteen (15) cent freezer premium. An employee whose rate does not include a freezer premium and who is assigned to work in a freezer shall receive in addition to his regular rate fifteen (15) cents irrespective of the work he performs in the freezer. In no case shall a qualified

employee receive less than the established freezer rate for the job performed by him.

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

For the purpose of this section only the following areas shall be considered freezers:

- 1st Floor F.S.D. Freezer, K-7
- 2nd Floor Sausage Blast, H-12
- 2nd Floor SNS Mini-Blast, K-7
- 3rd Floor Blast Freezer, K-8
- 4th Floor Blast Freezer, K-8
- 6th Floor Freezer, M-1

Changes in this list may be made during the life of this contract as required by new construction or changes in utilization of existing facilities.

69. Employees who have given long and faithful service in the employ of the Company with a minimum of fifteen (15) years of service who have become unable to handle their jobs, shall be given preference to such other work as is available. Wages paid to such employees shall be the wage of the job assigned.

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

70. The hourly rate shall be increased \$.15 per hour for work performed between the hours of 6:00 p.m. and 6:00 a.m. with the exception that any employee starting between 6:00 p.m. and 2:00 a.m. shall receive the additional \$.15 per hour for his entire shift.

71. Where the Company requires that the employees wear a designated uniform (career clothing), the Company will pay the full cost of providing clean uniform service.

72. The Company shall furnish employees with safety devices or equipment whenever their use is necessary for the protection of the employee. A listing of equipment and safety devices provided to employees will be maintained in a separate Memorandum of Agreement.

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

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

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

76. Any safety item furnished the employee, shall

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

77. It is agreed that knives, steels, and whetstones shall be furnished to those employees required to use them. They shall be replaced as needed, provided the old article is accounted for by the employee. Employees required to use such tools may maintain them on Company time.

78. Maintenance Department and Power Plant mechanics who are required to furnish and maintain a set of tools for their job shall be paid the sum of three dollars (\$3.00) per week in lieu of furnishing of the tools by the Company if said tools are valued at more than \$104.00. Metric tools shall be made available by the Company when necessary.

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

80. An employee who is a member of the National Guard or Reserve shall be granted in addition to any vacation earned, an excused absence up to thirty-one (31) days in any one calendar year for annual Encampment, Reserve Training or Cruise, or local or state emergencies when required to serve. After one year's continuous service all such National Guard

members or reservists who are required to go to an annual Encampment, Reserve Training, or Cruise, or local or state emergencies shall be allowed the difference, if any, between their basic hourly rate at forty (40) hours per week and the pay they receive from the Government for a period not longer than thirty-one (31) days in any one calendar year.

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

- a. The employee is on the active payroll on the date of the death of the member in his immediate family and,
- b. The employee notifies the Company of the necessity of his absence not later than the first day of such absence.
- c. Payment will be made for a day of absence when such day is one of the three work days either commencing with the day of death and ending with the day of funeral (except as provided in paragraph 81.d.) and is the day during which the gang in which the employee is employed did work and on which the employee would have worked had it not been for the absence and,
- d. No payment will be made for any day of absence which is later than the day of such funeral except where substantial travel time is required to attend such funeral and,

- e. The employee, when requested, furnishes proof satisfactory to the Company of the death, his relationship to the deceased, the date of the funeral and the employee's actual attendance at such funeral.

82. For the purpose of paragraph 81 above, a member of the immediate family means only the employee's spouse, child, foster child, stepchild, mother, father, step-mother, step-father, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, brothers-in-law, sisters-in-law, son-in-law, daughter-in-law and grandchildren.

83. The Company agrees that it has the sole responsibility to provide a safe work place and to correct safety hazards, and that nothing in this Agreement shall imply that the Union has undertaken or assumed any portion of that responsibility. In an effort to promote the safest possible working conditions, the Company shall continue to maintain the direction and development of an active Plant Safety Committee. Membership shall be limited to a total of fifteen (15) of whom twelve (12) shall be plant employees appointed jointly by the Union Business Representative and the Safety Manager. The Safety Manager shall designate the area or department from which the members are to be chosen.

84. Tenure of any one member shall be limited to two (2) consecutive years and may be terminated by the Safety Manager if service is not satisfactory. Once each year one-half of the membership shall be replaced by new members except that this provision may be waived with respect to one plant member by

mutual agreement between the Company and the Union. The Safety Committee shall convene once each month and at such other times as the Committee shall determine in order to carry out its functions as set forth in this Section. The duties of the Committee shall include the review and investigation of safety practices and rules and health and safety conditions in the plant and the handling of safety complaints. At least one Employee Member and Management Member, unless the Committee decides on a larger number, will be permitted to accompany OSHA inspectors on a plant inspection tour. Committee Members will be permitted to make their own inspections of plant conditions as are reasonably needed (provided that this shall not be abused), subject to such controls as the Committee may impose. Working hours lost by Employee Committee members in the performance of their duties as members of the Committee shall be compensated by the Company at their regular hourly rates (or average incentive earnings).

85. The Safety Manager shall be in charge of all activities of the Committee, including assignment of projects, conducting of meetings, and following up on recommendations to management. The Company shall take minutes of the Joint Safety Committee meetings and promptly furnish copies of such minutes to the Union and to the Employee Members of the Safety Committee.

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

- b. The Company shall provide such training programs as are reasonably necessary to assure that each Employee, in connection with his respective job, is adequately trained in the precautions and procedures required for safety in maintenance, handling and use of facilities, equipment, machinery, chemicals and apparatus. Two (2) Employee Members of the Safety Committee shall be permitted to attend the annual Iowa Safety Conference, held in Des Moines, at Company expense plus lost wages.
- c. The Company shall provide to the Union a list of all known hazardous substances and processes in use in the plant, giving the chemical name and trade name of each, and stating the known dangers and harmful effects of each and the known threshold levels or measurements or other factors which may give rise to such dangers or effects.
- d. The Company shall furnish to the Union, at time of filing, copies of all reports submitted by the Company to OSHA.
- e. Procedure for Correcting Hazards:
 - (1) In the event an employee detects what he believes to be a hazard to health and safety in his working area, he shall have the right to contact his immediate supervisor, who, if in agreement with the employee, shall take immediate action to eliminate the hazard.
 - (2) If the Employee believes that the hazard has not been eliminated, such Employee

shall have the right to contact the Plant Union Safety Representative.

- (3) If the Union Safety Representative believes that the hazard has not been eliminated within a reasonable time, he may contact the Plant Safety Manager and they shall attempt to resolve the problem.
- (4) If the Union Safety Representative believes that the hazard still exists and that it has not been eliminated with reasonable promptness, such representative shall have the right to present a grievance for submission to immediate arbitration. The question of the safety hazard will be submitted to an arbitrator who is a qualified safety professional.
- (5) The Union Safety Representative shall be an officer or steward of the Local Union at the plant, and will be compensated for work time lost in the performance of the duties of the position.

Incentives

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

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

- a. In cases of an error in the computation of the previous standard.

- b. When utilizing gang balance (time available for work).
 - c. When a machine process, line speed, or crew size exercises control over the operation and limits the rate of input.
89. a. If there is a change in condition, raw material, method, equipment, or quality specification on which an incentive standard has been established, the Company shall notify the Steward and the employees on the job that it will restudy the job and establish a revised standard as soon as possible.
- b. During the interim time, the job shall be performed on either non-standard or retroactive status. The employee shall be notified of the status that will be used for the job. Retroactive status shall be used when the condition, raw material, method, equipment, and quality specifications are sufficiently well established to permit standards application.
 - c. At the time the necessary studies are to begin the Department Steward and the employees on the job shall be notified that the studies to revise the standard are being started.
 - d. When the revised standard is ready for application the Industrial Engineering Department shall inform the Union Business Representative and the Department Steward through the issuance of a letter of standards transmittal. This letter shall include:
 - (1) The revised standard with a comparison to the previous standard.
 - (2) The error, if any, made in computation of

the previous standard.

- (3) The changes in condition, raw material, method, equipment, or quality specification.

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

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

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

- a. All pertinent information regarding the performance of each individual or group working on bonus shall be posted in their department if possible on the day following the performance of their work.
- b. This information shall include the operators who were on the job, the number of actual hours spent on the job, and the number of bonus hours earned, delay time, and the bonus percentage of the individual or bonus group.

93. a. When an employee is transferred out of his

regular incentive group, at the direction of the Company, after performing his regular job for part of the day, he shall be paid the bonus percentage of his regular incentive group for that day for the number of hours he had worked with his regular incentive group. If requested by the Union on a specific job, separate time and production records may be established if practicable, in order to protect the incentive earnings the employee had earned up to the time of his transfer. The above shall apply even though he may earn no incentive pay on the new job during that day.

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

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

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

b. This guarantee shall not apply:

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

95. In case an employee in a reduced status within his seniority department is not moved into his regular incentive group or on to his regular job in accordance with his established job rights he shall be guaranteed the incentive earnings he would have made had he been assigned to his regular job in accordance with his established job rights. This provision shall apply only when a job is filled by another employee with less job rights and when the job is open for its full duration on any one day or more. When an employee is not on the shift where the job opening occurs the provisions of Section 41 shall prevail before this guarantee is applicable.

96. Where the same work is performed on both a day and night shift, employees shall not be removed from bonus work and the work given to the night shift

except when the new work given the day shift is necessary to meet production schedules or guarantee on either shift.

97. When incentive standards are in dispute they shall be handled as a special grievance and the provisions of Section 202 shall not apply.

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

- (1) Show to and discuss with the Department Steward, the Union Business Representative and the employee the details of the standard. This discussion shall include the details of the old method as compared to the new method, the performance of the operator during the time studies, the PR allowances included, other allowances, the frequencies, time values, and the performance rating.
- (2) If the discussions indicate that further check studies or frequency checks should be made to obtain added facts or verify the information in the original studies, the Company shall make these check studies within ten (10) working days from the date

of the request.

- (3) In cases that involve comparisons between old and new standards, element breakdowns shall be prepared for comparison purposes on both the old and new standard. If possible, the former method shall be reconstructed and an element breakdown developed which is similar to the new standard element breakdown.
 - (4) When the standard being disputed is a single standard applied as a part of a group of standards, the Company when requested shall, if practicable, provide a separate job number for the standard in dispute. Production and time records shall be kept to prepare separate efficiencies for the disputed standard. This procedure shall be extended only as long as it is necessary in order to resolve the grievance.
- b. If the grievance is not settled at this step it shall be taken before the Engineering and Technical Services Manager. However, since it is recognized by both parties that it is extremely desirable that work be performed for a reasonable time under the disputed standard, employees shall work for a minimum period of thirty (30) working days after the standard is issued before a dispute shall be taken to the second step of this grievance procedure.
 - c. If the grievance is not settled with the Engineering and Technical Manager, it shall be referred to the Plant Manager and the

- Union Business Representative for settlement.
- d. In case the grievance is not settled at the level of the Plant Manager, it shall be referred to the Vice President of Operations or his deputy and the International Vice President of the Union or his deputy for settlement.
 - e. In cases of failure to arrive at a mutual agreement at the level of Vice President of Operations, the grievance shall be referred to a professional industrial engineer or a university professor of industrial engineering (to be agreed upon at the time) for arbitration.
 - (1) The Company and the Union shall each furnish the arbitrator with a written statement of their position with respect to the grievance. The arbitrator shall investigate the job or jobs involved based on the work measurement methods employed by the Company. The arbitrator shall be limited in his decision to finding only one of the following:
 - That the Company has changed or failed to change a particular standard in violation of Section 87.
 - That the changed standard does or does not permit the opportunity for earning premium as called for by Section 88.
 - (2) The arbitrator shall have no power by his award to establish, discontinue, or change any work standard. If the arbitrator decides the grievance in favor of the Union, the Company shall change the standard so that it shall be consistent with

the award of the arbitrator, and retroactive bonus (if any) shall be calculated and paid on the new standard as finally established.

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

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

Vacations

98. Vacation

- a. Vacation eligibility shall be calculated on the basis of all hours worked. Vacation pay will be prorated on the following basis.
 - 1,170 or more hours = Full vacation pay.
 - 1,100 - 1,169 hours = 11/12 vacation pay.
 - 1,000 - 1,099 hours = 10/12 vacation pay.
 - 900 - 999 hours = 9/12 vacation pay.
 - 800 - 899 hours = 8/12 vacation pay.
 - 700 - 799 hours = 7/12 vacation pay.
 - 600 - 699 hours = 6/12 vacation pay.
- b. An employee who is eligible for vacation which includes a partial week of at least one (1) full day shall have the option of: (1) a full week of time off with the appropriate prorated pay, or (2) pay only for this "less than one full" week without time off.
- c. Hours worked shall mean all hours worked, as well as hours paid for jury duty, funeral leave, holidays, vacation and guarantee. Hours absent for military duty to a maximum of 240 hours and Union business shall also count.
- d. Employees may elect to take pay in lieu of vacation for the third, fourth, fifth and sixth weeks of vacation.
- e. A calendar year for vacation purposes as outlined above shall be adjusted annually to align with the beginning of the new years' payroll period.

99. Date of Eligibility:

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

100. Amount of Vacation:

a. First Vacation:

For employees in the first vacation eligibility period, the pro-rata schedule shall be in effect for the period from date of hire through the following December 23. Employees with less than 600 hours worked in this period shall be eligible for vacation pay of 1/12 per each 100 hours worked.

b. Second and subsequent vacations:

1. 1 year of recognized service –

1 week

3 years of recognized service –

2 weeks

10 years of recognized service –

3 weeks

16 years of recognized service –

4 weeks

25 years of recognized service –

5 weeks

30 years of recognized service –

6 weeks

2. Employees with two (2) or more years of service are eligible for a full two (2) weeks on the third (3rd) December 24 following employment; for a full three (3) weeks on the tenth (10th) December 24 following employment; for a full four (4) weeks on the sixteenth (16th) December 24 following employment and a full five (5) weeks on the twenty-fifth (25th), (6) weeks on the thirtieth (30th) December 24 following employment.

101. The time during which a vacation is to be taken shall be arranged between the employee and the supervisor.

Every reasonable effort will be made to permit each employee to take his vacation at the time of the year he desires. However, final allocations of vacation periods is left to the Company in order to assure orderly operation of the plant.

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

103. Effective December 24, 1984, vacation pay shall be forty (40) hours pay at the employee's basic hourly rate. Vacation pay, shall, upon request, be received in advance by notifying the Supervisor at least five (5) days in advance of vacation.

104. If special or unusual circumstances justify it, the Human Resources Manager and Union Business Representative by mutual agreement may permit an employee who has qualified for a vacation to receive pay in lieu of such full week or weeks of vacation.

105. If an employee quits or is discharged for cause, he shall be paid any earned vacation, but he shall lose any future vacation rights and if rehired must start as a new employee. However, if such employee has one (1) or more years of continuous service as of the date of termination and if later rehired within five (5) years from the date of termination, his past complete anniversary years of continuous service shall be restored to him for vacation purposes, but only for the purpose of determining his eligibility for a two (2), three (3), four (4), five (5) or six (6) week vacation on his second and subsequent vacation after being hired.

In order for an employee to pick up past years of continuous service when rehired, he must declare when applying for re-employment the fact that he has had previous employment with the Company.

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

106. Employees who:

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

Full weeks of scheduled vacation lost because of disability in the week or weeks remaining after the end of the week in which notice of such disability is given to the Company may be rescheduled.

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

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

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

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

vacation in proportion to the part of the year worked. The eligibility requirement shall also be in proportion to the part of the year worked as specified in Section 100(a).

- d. An employee returning from military service who has not earned a first vacation prior to his leaving shall be paid a pro-rata vacation on the date when he has accumulated twelve (12) months of total service including service before entering the military service. This pro-rata vacation will be based on the months of service from the date of his return to December 24 plus the months of service prior to his leaving. The eligibility requirement shall be reduced in proportion to the number of months worked as specified in Section 100(a).

109. In the event of termination of service due to death, provided that at the time of death of an employee, he had become eligible to receive a vacation that had not been granted, payment in the amount equal to that which would have been paid the employee for such vacation shall be made to the beneficiary or estate of the employee. In addition, the beneficiary or estate of the deceased employee shall be paid the vacation he would normally receive on the basis of one-twelfth (1/12) of the vacation he would have received the following year for each month he worked between January and the month he died, providing he also qualifies on a pro-rata basis for the work hour requirement to establish vacation eligibility as specified in Section 100(a).

110. Vacations shall be granted only for continuous periods starting at 12:01 a.m. on the first day of the

regularly scheduled work week and ending at 12:01 a.m. on the same day of the following week or weeks. It is understood that vacations shall not be split into periods shorter than one (1) week's duration, however, employees may be allowed to take one (1) week of their authorized vacation in one (1) day increments in accordance with specific procedures and limitations.

111. An employee who retires during the calendar year shall be paid the vacation he would normally receive on the basis of one twelfth (1/12) of the vacation he would have received the following year for each month he worked between January and the month of retirement providing he also qualifies on a pro-rata basis for the work hour requirement to establish vacation eligibility as specified in Section 100(a.)

Seniority

112. Seniority shall be continuous from the first day of work, however, all new employees shall have a probationary period of sixty (60) calendar days after which they will be placed on the seniority roster and their seniority shall date from date of first day worked.

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

114. Seniority rights shall prevail by department first and then by plant. Layoffs from the employee's seniority department and recalls to the employee's seniority department shall be made in accordance with department seniority, and the last hired in the affected department shall be the first laid off. At the time of lay-off in a given department, any employee of that department who has been on a temporary transfer to another department shall be laid off in accordance with his departmental seniority. When a layoff is necessary in a department operating more than one shift, employees shall be laid off in accordance with their departmental seniority regardless of shift. Recalls shall be on the basis that the last laid off shall be the first recalled.

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

- a. Vacancies that occur in departments that have no seniority employees on layoff shall be filled by laid-off employees on the basis of plant seniority without regard to sex.
- b. Both parties recognize that modifications in prior Agreements may raise issues relative to

past seniority practices which can not be foreseen at this time. In the event that such a situation arises, it is understood the Company will have one (1) week to reassign employees, without penalty, in order to make an orderly transition to the requirements of Title VII of the Civil Rights Act of 1964. The Company's liability for penalties under the existing Agreement would be waived for one (1) week following a layoff only if all provisions of job, department, and plant seniority are followed, based on the information available to the Company at the time of layoff.

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

116. When two (2) or more employees have the same departmental seniority, plant seniority shall prevail. When two (2) or more employees have the same departmental and plant seniority, the employee with the lower clock number shall be considered more senior.

117. At the time of layoff, all open jobs and any jobs made available by this Section will be combined into a list from which employees in the order of plant seniority will be allowed to select a job. The jobs of junior employees will be made available, if necessary, in accordance with the following:

- a. An employee with one (1) year or more of plant seniority at the time of layoff shall have the right to displace an employee with less than forty-five (45) days service.
- b. An employee with two (2) years or more of plant seniority at the time of layoff shall have the right to displace the most junior employee in plant seniority.
- c. At the time an employee who qualifies under a. or b. above is notified that he is to be laid off, he shall indicate in writing his preference to exercise this right or go on layoff.
- d. An employee, who exercised his right under a. or b. above, shall be required to select a job from the combined list of open and bumped jobs, except that employees who have medical restrictions on file in the Human Resources Office shall be the first to be placed taking into account their restrictions.
- e. *An employee must report to the department which he has selected and work at least one full work week, unless sooner returned to lay-off status, or be considered a quit. After having worked one full work week in this department he may voluntarily be placed on layoff but in this event he shall no longer be eligible to be placed in that job under the provisions of this Section.*
- f. An employee who would be eligible for placement in a job on which he had previously been disqualified shall be placed on layoff.
- g. An employee who has been placed in a job of his choice must be able to perform the job or

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

- h. An employee with less than one (1) year of plant seniority at the time of layoff must select a job, if one is available to him by order of plant seniority, or be considered a quit.
- i. No employee shall hold seniority rights in more than one department at one time.
- j. It is recognized that certain unforeseen problems may develop through the operation of this Section which may lead either the Company or the Union to propose changes or exceptions to the above and related clauses during the life of this Agreement. In such case, it is agreed that the Company and Union shall meet to consider such proposals. If agreement is reached, such changes shall be made part of this basic Agreement at that time.
- k. Employees with more than seven (7) years of service at the time of layoff, who have been on layoff for eight (8) consecutive weeks and who are unable to exercise a bump at the time of layoff, shall be merged with the bumpers' list on Thursday of the week following completion of seven (7) consecutive weeks of lay-off. If they are unable to complete a bump after the initial eight (8) weeks, they will be reentered into the bump in subsequent four (4) week intervals.

118. An employee who is unjustly laid off shall

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

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

119. An employee on layoff who is recalled to a job in a department other than the one in which he holds seniority must be able to perform the job or learn the job within a reasonable time. If he can not do so, the Company shall have the right to return him to layoff status. If an employee on layoff has been recalled to two (2) jobs on the basis of his plant seniority and he has been unable to perform either job satisfactorily, then the Company shall not be required to make another offer to such employee for work in other than the employee's seniority department. However, employees from a closed department must transfer to a new department within six (6) months of the date of closing or be considered a quit. Employees on layoff from the closed department may initiate a transfer while on layoff.

120. All employees are required to sign and deposit

in the Human Resources Department a preference statement indicating which of several choices they prefer in the event of future layoff.

These are:

- a. Layoff preference
 1. Elect to go on layoff.
 2. Elect to displace a junior employee and select a department and shift in accordance with the terms of the Labor Agreement.
- b. Recall preference
 1. Work on any shift.
 2. Work on day shift only.
 3. Work on night shift only.
 4. Work in seniority department only.

Preference statements may be changed at any time. However, a change cannot be effective until 14 days after it is received by the Human Resources Department.

- c. The address and phone number where he can be contacted for recall.
- d. Any change of address or phone number whether permanent or temporary. An employee who cannot be contacted for recall because of his failure to keep his address or phone number correct, whether permanent or temporary, shall be considered a quit.

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

121. If an employee on layoff refuses to accept work when recalled in accordance with the information stated on the preference sheet, the Company shall not be required to make a second offer to such an employee for work in other than the employee's seniority department.

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

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

123. Employees on layoff who refuse to return to their own seniority department, either to a day shift or a night shift, when recalled to work on the basis of their departmental seniority, shall be considered as quit and their employment shall be immediately terminated with the Company. However, employees with less than one year of seniority that have been laid off from their home department for more than three (3) months and have been working in another department in lieu of layoff for a period of more than four (4) weeks shall be given the opportunity to: 1) elect to transfer to the department that they are presently in; or 2) be recalled to their home department in accordance with their seniority.

124. An employee transferred in lieu of layoff or recalled as a temporary replacement in a department other than his seniority department shall not have seniority rights in that department except as provided for in Sections 126, 127 and 130.

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

126. An employee requesting a permanent transfer to another department must have at least one year of service and will make written application for such transfer with the Human Resources Office. However, this paragraph will be subject to the provisions of paragraph 123. Applicants for transfer to departments where special skills or aptitudes are required may be required to demonstrate their qualifications before their application for transfer is considered.

An employee who transfers may, at his option, return to his former department within twenty (20) accumulated days worked after the date of transfer and retain his department seniority and job rights in his former department. After twenty (20) accumulated days worked in the new department, he shall lose all seniority in his former department.

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

During the twenty (20) day probationary period, the transferring employee may exercise his right to post to an open job the same as any other department employee.

For transfers into the Power House (Department 300) and Maintenance Department (Department 880), the qualifying periods shall be sixty (60) accumulated working days in the new department. The word sixty (60) shall be inserted in place of twenty (20) in those paragraphs which indicate the length of the probationary period as well as the period of time the employee may maintain his original department seniority and job rights.

Effective 04/20/98, all employees with a minimum

of one year department seniority (three years Maintenance/Powerhouse) shall have their department seniority date changed to be the same as their plant seniority date. Employees on layoff at the time may not use their new department seniority to displace employees working in the department. Once recalled, the employee's new department seniority date will be used for future reductions.

Transferred employees with less than one year of department seniority on 04/20/98 and all future transfers will be granted seniority in the new department on the following schedule:

1. 50% after 20 accumulated working days.
2. 100% at 12 months – Production
3. 100% at 36 months – Maintenance and Powerhouse

An employee who transfers shall establish seniority in his new department as of the date he started work in that department unless employees are added to the department prior to his starting work in that department in which case he shall establish seniority from the day he was scheduled to start in the new department, and must remain at least six (6) months before he can request another permanent transfer. An employee shall be granted one-half (1/2) of his plant seniority in the new department to which he has transferred after working the twenty (20) day probationary period, and after twelve (12) calendar months from the date of transfer the employee shall be granted full plant seniority in that department, three (3) calendar years for the Power House (Department 300) and Maintenance Department (Department 880) except that this new department seniority cannot exceed the life of the

department less one day.

While an employee's request for transfer will not be denied based on a poor history of work performance, attitude, or attendance, it is agreed that all records and Warning Interviews given in the prior department will continue in full force and effect in the new department.

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

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

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

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

129. When a new department is created and employees are transferred to it from other departments, their seniority in the new department shall be established on the basis of their plant seniority. If the new department is discontinued within two (2) years of establishment, employees may return to their for-

mer department in the same seniority position (job rights, department and plant) they had when they left.

130. An employee who:

- a. Has been laid off from his seniority department in accordance with his regular department seniority for a period of at least four (4) consecutive months, and
- b. Has at least three (3) years of plant seniority, may transfer permanently into the department in which he is presently working or a department of his choice provided an opening becomes available, and after a 20 working day probationary period (60 working days for Power House, Department 300; and Maintenance, Department 880) shall gain department seniority in his new department equal to one-half of his plant seniority dated from his most recent date of assignment to that department.
- c. After one (1) calendar year from the date of transfer into that department, he shall gain department seniority equal to plant seniority and all rights and privileges are effective from that date. If the employee is not in the new seniority department at the completion of one year, and his new departmental seniority is sufficient, he will be returned on the Monday prior to the one year date through the normal layoff/recall procedure.

No grievance shall be recognized which challenges an employee's right of transfer and seniority under this Section if the transferee has held seniority in the department for ninety (90) consecutive calendar days

from the first day worked in the new department after the transfer request was approved except as provided in Section 146.

131. An employee who has been laid off from his seniority department due to that department's closing and has at least one (1) year of plant seniority may immediately transfer into the department in which he is presently working or a department of his choice provided an opening becomes available, and after a twenty (20) working day probationary period [(60) working days for Power House, Department 300; and Maintenance, Department 880,] shall gain department seniority in his new department equal to one-half of his plant seniority as of his most recent date of assignment to that department. In such event he shall then establish department seniority in the department to which he is currently assigned equal to one-half of his plant seniority as of his most recent date of assignment to that department. After one (1) calendar year from the date of transfer into that department, he shall gain department seniority equal to plant seniority and all rights and privileges are effective from that date. If the employee is not in the new seniority department at the completion of one year, and his new departmental seniority is sufficient, he will be returned on the Monday prior to the one year date through the normal layoff/recall procedure.

No grievance shall be recognized which challenges an employee's right of transfer and seniority under this Section if the transferee has held seniority in the department for ninety (90) consecutive calendar days from the first day worked in the new department after the transfer request was approved except as provided in Section 146.

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

133. An employee recalled to another department by virtue of plant seniority or an employee on temporary transfer in lieu of layoff must, when recalled, return to his seniority department. When the need exists and an employee has completed one day of work in the current work week in the temporary department, such employee shall be expected to complete the scheduled work week before being transferred back to his seniority department. This shall not jeopardize the employee's seniority rights in his seniority department.

134. An employee who is out of his seniority department for more than thirty (30) calendar days due to:

- a. layoff,
- b. temporary transfer in lieu of layoff,
- c. loan in lieu of layoff, or
- d. layoff while on any leave of absence shall lose all previous job rights if not recalled to his seniority department on the thirty-first (31) calendar day and shall upon return acquire a job through job posting.

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

136. If it is not practicable to follow the procedure set forth in Section 135 the job opening may be filled by any other employee in the department capable of performing the job. The employee so assigned shall acquire no rights to the job and at the conclusion of the temporary period shall return to the job to which he is entitled.

During the period of such temporary assignment the employee with established job rights who was not restored shall be treated in accordance with Section 95.

137. An employee filling an opening for one (1) week or less or for a vacation shall acquire no rights to that job unless it is filled by virtue of Section 135. At its conclusion, the employee filling such opening shall be returned to the job from which he came.

- a. When an employee replaces temporarily another employee during his vacation or replaces another employee who is a vacation replacement because of having established job rights on the job vacated because of vacation, he shall maintain his regular job rights, even though he may temporarily work on a different shift while serving as a vacation replacement.
- b. Employees are placed on jobs as vacation replacements with consideration given to their seniority, their qualifications and the continued orderly operation of the department.

138. In case there is no employee in a reduced status with job rights to an open job, it shall be posted on bulletin boards in the seniority department where the opening occurs, for a period of not less than forty-eight (48) hours excluding Saturdays, Sundays, Holidays, and scheduled days off in lieu of Saturday or Sunday. Any employee, except new hires on a probationary status, of the seniority department where the opening exists regardless of shift may apply for the open job, and those who apply during the first forty-eight (48) hours of posting shall be given the opportunity of filling the job according to departmental seniority.

If the most senior employee who has applied does not take the posted job when it is offered or if he does not remain on the job for either reason stated in section 140, the next most senior employee who has applied as a result of the posting may be placed on the job without reposting it. This provision applies to all employees who signed the posting, except as provided for in Section 146.

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

Employees who sign a job posting or request a transfer are expected to accept those changes they have requested. Employees may withdraw from the process at any time before performing the new job without penalty. After starting a new assignment, employees who refuse or fail to perform a total of two (2) jobs and/or transfers in a twelve (12) month period will not be eligible to post or request a transfer for a period of twelve (12) months from the date of the last refusal.

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

140. If an employee is not capable of performing the job satisfactorily within a maximum period of twenty (20) accumulated working days on the job, he

shall be returned to his previous job and the job shall be filled in accordance with Section 138. If an employee changes his mind on accepting a posted job within a period of :

six (6) accumulated workdays for the extended hours 3 day crew

eight (8) accumulated workdays for the extended hours 4 day crew

ten (10) accumulated workdays for the traditional 5 day crew

he may return to his previous job and the job shall be filled in accordance with Section 138. If an employee has taken a posted job on a seasonal or temporary shift within his own department he may, at his choice, return to the job he held on his regular shift, but he may be required to give advance notice of up to ten (10) working days.

141. In all of the circumstances mentioned in Section 140 the employee shall earn no job rights as a result of the posting.

142. An employee who wins a job posting but cannot be placed on the job immediately due to the necessity of training another employee on his old job, due to working on another shift or due to illness, accident or vacation, shall have his job rights established on the day he won the job by posting. Failure of the Company to comply with the provisions of this section shall be a subject for the grievance procedure and the first two steps shall be waived.

143. Employees shall not gain job rights unless they actually fill the job unless failure to fill the job is due to the necessity of training a replacement.

144. Job rights to an opening, as described in sec-

tion 138, shall be for a definite shift only, and such job rights shall not be applied to the same job on a different shift. This shall not limit the application of department seniority rights in posting for and securing a job on a different shift. However, an employee can only maintain rights to jobs on one shift. When an employee gains rights on a job on a new shift, they lost rights to all jobs on other shifts.

145. If there are no applicants for a posted job, the employee with the least departmental seniority on the shift without job rights or unable to get to their job due to their seniority (including probationers and transferes) shall be assigned to the opening and he shall accumulate job rights. An employee who refuses to follow this procedure shall be considered a quit. When otherwise mutually agreed between the Company and the Union another employee of greater seniority may be so assigned but shall gain no rights to the job.

146. An employee who is absent from his seniority department because of illness, accident, vacation, leave of absence, or excused absence as provided in Section 177 shall have the right within forty-eight (48) hours of his return to apply for any one job which was filled during his absence (but only if he was absent for the entire posting period), gaining job rights back to the date of such filling, provided his departmental seniority or previous job service would entitle him to fill such job opening, except that a person returning from a period of active duty in the Armed Services of six (6) months or more shall have two (2) calendar weeks from the date of his return in which to make such application.

147. When an employee is removed from his regular job in accordance with job rights, he may be assigned to any job according to the needs of the department for the balance of the day. If the reduction is for a known period of more than one full day, the employee will have the right to be placed on his back-up job.

Job assignments added to posted jobs need not be posted.

148. The only job rights which shall be considered in the placement of an employee are the job rights which he established on the thirty-first (31st) calendar day on his current shift. When an employee takes a job on a temporary or seasonal basis in accordance with the provisions of Sections 156 and 157, he shall not forfeit any of his job rights on his regular shift.

149. *If in the event of a reduction or restoration more than one employee has job rights to the same job, the employee with the most job rights shall have preference to the job.*

150. If because of a reduction or restoration it becomes necessary to assign an employee to a different shift within a department the employee on the shift with the least departmental seniority shall be so assigned. *However, before such an assignment is made all employees who have been on their shift for thirty (30) calendar days or less shall be returned to their previous shift on the basis of their relative departmental seniority, and their job rights on that shift shall be maintained.*

151. a. For the purpose of reduction, the job rights of an employee are considered to include each successive job on which an employee has

worked and has established and maintained job rights.

- b. For the purpose of restoration, the job rights of an employee are considered to include each successive job on which the employee has established and maintained job rights in accordance with this Agreement.
 - c. However, employees may retain the rights to a maximum of two (2) jobs.
 - d. An employee may refuse restoration to a job except as provided in Section 152.c.(6) but that job will be removed from his job history and the employee will be placed at the needs of the department. NOTE: The employee could be placed into the refused job and begin new job rights.
- 152.a. When an employee is reduced from his job, he shall go back to his last previous job on which he has maintained job rights. However, an employee with at least one (1) year department seniority who has no last previous job which he can obtain through the reduction procedure or who has not been reduced in accordance with his established job rights to his last previous job within a five (5) month period preceding the date of his reduction shall immediately at the time of his reduction choose between:
- 1. Go to his reduction job in accordance with his established job rights and relinquish his right to exercise option 3., or,
 - 2. Take a job in the department which he can obtain through the regular posting procedure, or,

3. Take any job in the department on his shift to which his department seniority entitles him. This option can only be exercised if the reduction lasts for three (3) consecutive days and the employee notifies his supervisor before he is reduced to his last previous job of his desire to exercise this option. The employee shall select the job of his choice before the end of the third (3) consecutive work day of reduction and shall be placed on the job he selects not later than the first work day of the week following the third (3) day of reduction. If he is no longer reduced on this first work day of the week, he shall be considered to have job rights to the job he selected and it shall be entered into his job order.
- b. An employee who is moved from one shift to another in accordance with his department seniority and who has no job rights on his new shift may exercise option 2. or 3. above.
- c. The following provisions shall apply to an employee who exercises option 3:
 1. During the period of his reduction and until he is placed on the job selected, he may be placed in accordance with the needs of the department.
 2. An employee electing not to go to his reduction job in accordance with his established job rights shall, at the time of reduction, have the refused job and all jobs below that job removed from his job order.
 3. On the third consecutive day of reduction

he may select any job in his department, on his shift, and being performed in accordance with job rights on that day by an employee who has less department seniority than he has. The application of this rule requires that the crew schedule for the jobs being performed that day be re-constructed as if no employees with less department seniority were absent.

4. He shall obtain the same job rights date of the employee having the most job rights of those employees with job rights to the job selected and having less department seniority than he has.
5. An employee qualifying to obtain job rights to the job selected in accordance with the above paragraphs shall have the job entered in his job order. The job shall be placed in the job order below the job or jobs from which the employee is reduced.
6. He shall be required to restore to the job or jobs from which he was reduced any time it or they are open to him within a period of one (1) year from the date he exercises this option. Jobs which must be restored to for the one (1) year period of time shall be noted in the employee's job order. Thus he shall not have the normal privilege of exercising Section 151 (c.) of refusing to restore to these preferred jobs and the provisions of Section 135 (a.) shall apply.
7. An employee who selects the same job he is reduced from shall have his job rights date

and job order changed in accordance with the above procedures, but that job shall not be shown twice consecutively in the employee's job order.

8. If he is not capable of satisfactorily performing the job selected within a maximum of twenty (20) accumulated working days on the job, or if he voluntarily gives up the job within ten (10) accumulated working days; he shall then be placed at the needs of the department or may obtain a job through the posting procedure.
 9. An employee placed at the needs of the department as a result of paragraph (8) above will not be permitted to re-exercise this option for ninety (90) calendar days; however, if he re-qualifies to exercise this option in accordance with the above paragraphs after the ninety (90) calendar day period, he shall be permitted to re-exercise this option.
 10. Saturday shall be considered one of the consecutive work days of reduction if the entire department was scheduled to work on Saturday.
 11. If more than one employee qualifies to exercise option 152 (a.) (3) on the same day, these employees shall select their jobs on a "one for one" basis in order of department seniority with the most senior in department seniority qualifying selecting first.
- d. An employee who has a disability of a perma-

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

153. When the Company contemplates discontinuing, combining or splitting a job or jobs it shall be obligated, before taking such action, to give the Union in writing the changes desired plus the results to be obtained in making the proposed change and make available to the Union the necessary information in regards to personnel involved. Both parties shall be in agreement in regards to employees' job rights and rates of pay, and shall have a joint meeting and give the above information to the employees involved on the job or jobs.

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

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

155. No grievance shall be recognized which challenges an employee's right to a job on the grounds that his seniority date does not entitle him to that job if he has held the job for thirty (30) calendar days and no grievance challenging his right to the job has been filed by that time except as provided in Section 146. No grievance shall be recognized from an employee who has had an opportunity to post and did not. A job opening shall not be considered filled if it has not been posted unless it is filled in accordance with previously established job rights.

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

157. It must be mutually agreed between the Company and the Union that such a shift is being established within the department on a temporary or seasonal basis. If a temporary or seasonal shift is converted into a permanent shift, all jobs which were filled by temporary job postings shall be reposted when the conversion occurs and filled in accordance with regular job posting.

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

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

160. It is understood that the Company shall not

attempt to change seniority departments as now established in any way that would affect the seniority of the employees of the department without approval of the Union Business Representative.

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

162. In case work is transferred permanently, the employees shall be given the option of:

- a. Transferring to the department to which the work is transferred, carrying their original department seniority and job rights with them to the second department, or
- b. Remaining in their original seniority department.
- c. An employee who is laid off from his seniority department, due to his original department no longer existing as a separate department because of a transfer of work, who has at least one year of plant seniority, may immediately transfer into the department in which he is presently working or a department of his choice provided an opening becomes available, and after a twenty (20) working day probationary period shall gain department seniority in his new department equal to one-half of his plant seniority as of his most recent date of assignment to that department. After one (1)

calendar year from the date of transfer into that department, he shall gain department seniority equal to plant seniority.

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

164. Employees inducted into the military service of the United States under the Selective Service Act of 1948 and its amendments, or who enlist after its enactment in accordance with the provisions governing such enlistments, shall retain seniority rights in conformance with the provisions of the Act and its amendments.

165. Employees who are elected or appointed to a full-time position with the Union upon the request of the Union shall be granted a leave of absence for the duration of such service, and upon one (1) week's notice of their desire to again return to work for the Company, shall be reinstated without loss of plant or departmental seniority or job rights. This section shall be construed to include present full-time officers of the Union. The Chief Plant Steward will retain all job rights while he occupies this position.

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

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

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

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

- a. Inform the supervisor they have quit or are quitting.
- b. Fail to return to work when approved leave of absence expired.
- c. Are absent for two (2) consecutive working days without notification to the Company concerning absence.
- d. Have been on layoff continuously for a period exceeding two (2) years. Such employees shall receive a separation allowance in accordance with the schedule set forth in Section 197, based upon the employee's length of continuous service at time of layoff.
- e. Have been absent from work continuously for two (2) years due to sickness or accident. Such termination may be waived and the time limits extended by mutual agreement between the Company and the Union. The benefits of the Sick Leave Plan shall not be restored to employees returning from an absence of more than two (2) years due to sickness or accident until the employee has been continuously at work for one (1) year or more following his return. An employee who was not eligible for

pension benefits at the time his more than two (2) years of absence due to sickness or accident began shall not be eligible for pension benefits unless he returns to a bargaining unit job and subsequently qualifies under the provisions of the pension plan.

- f. Fail to report for work when recalled from a layoff within forty-eight (48) hours (unless excused for a longer period by the Company's Human Resources Office) after the Company has deposited in the United States mail, postage prepaid, a certified letter directed to such employee at his last known address as shown by the records of the Company. It shall be the responsibility of the employee to keep his address and phone number current by advising the Human Resources Office of any changes.

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

Leave of Absence

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

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

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

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

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

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

176. An employee elected or appointed to public office with duties or responsibilities requiring him to be away from work shall be allowed a leave of absence without pay for the term of such office, or if no term is fixed, then for the time necessary to carry on the duties

of such office (not to exceed four (4) years) with service credit for all purposes during such leave. If the employee shall be reelected, at the expiration of such term of office, then upon application every reasonable consideration shall be given to a renewal of such leave of absence and continuation of such service credits.

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

- a. He shall be transferred from the plant payroll.
- b. He shall maintain membership in the bargaining unit.
- c. If made a permanent supervisor within one year from the starting date of such special leave of absence, the time spent on such leave of absence shall be counted as time spent for purposes of limitation under Section 163.
- d. The selection and appointment of an employee as a temporary supervisor must be announced on the department bulletin board and the Union Office and Steward advised of the appointment in advance.

178. Seniority and continuous service rights are not

broken while an employee is on leave of absence. However, an employee, while on leave of absence, shall not apply for, be available for, or accept another job or go into business for himself. If he does, he automatically terminates his employment and loses all rights with the Company except as provided for in Sections 165 and 176.

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

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

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

Sick Leave

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

- a. An employee is absent from work because of a disability caused by sickness or accident and the disability is of such degree that he is physically unable to work, provided his absence is not the result of intentional self-inflicted injury. Disability due to pregnancy shall be treated on the same basis as any other disability.
- b. The employee has one year or more of continuous service.
- c. The employee is on the active payroll as of the beginning of his absence, that is, he is not on layoff or leave of absence.
- d. Disability and its continuance are affirmed by medical evidence acceptable to the Company. When supporting medical evidence is necessary, it must be filled out and signed by a licensed physician. The appropriate intervals for submitting medical evidence shall be determined by the Company and shall depend upon the nature of the disability. Usually medical evidence is not required until an employee has started his fourth (4th) consecutive day of absence. In individual cases the Company may require an employee to furnish medical proof of illness for one (1), two (2) or three (3) day absences because of a frequent

illness record. In such cases both the employee and the Union shall be notified.

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

183. Employees who have passed their first (1st) anniversary date of employment but have not reached their fifth (5th) anniversary date shall be eligible for payment commencing on the eighth (8th) consecutive calendar day of absence. Employees who have passed their fifth (5th) anniversary date of employment shall be eligible for payment commencing on the fourth (4th) consecutive working day of absence. "Working day of Absence" shall mean the first five days of the employee's regular work week. The only exception to this rule is a compensable injury. When an employee is injured on the job he will receive sick leave for the "waiting period" as defined under the Worker's Compensation laws if such waiting period exceeds the sick leave waiting period as defined above. Should the employee then be off for a longer time, and therefore be eligible for Worker's Compensation payments which would retroactively cover the waiting period, *Section 190 will take effect and sick leave will be reimbursed.* No employee shall be eligible for said part wage payments unless the Company is notified promptly when the employee is unable to report to work.

184.a. The amount of said part payments for which

an eligible employee shall be paid under Section 188 shall be determined from his continuous service from the date of hire after making the following deductions:

1. Authorized personal business leaves of absence of more than thirty (30) days duration.
 2. The length of time by which the accumulated total of employee's absence because of compensable or noncompensable sickness or accident exceeds one year.
 3. The accumulated total absences because of layoff.
 4. The time an employee spends as part-time or casual worker except when such time is in lieu of layoff.
- b. In computing the total amount of continuous service under the above, each 335 days on the payroll after making the above deductions, shall be counted as one year of continuous service.
- c. If at the beginning date of a disability an employee has been on layoff more than 180 working days in the preceding 365 calendar days, he shall not be eligible for Sick Leave payments.
- d. Termination of service due to quitting or discharge completely breaks the employee's continuous service record for Sick Leave purposes.

185. The weekly sick leave payment for absences which commence on or after 12/3/84 shall be 55% of the employees basic wage rate for an eight (8) hour day.

An employee on a regular work week of less than five (5) scheduled shift shall be considered to be on a five (5) shift work week for the purposes of Sick Leave benefits.

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

187. An employee with one (1) year of service who becomes ill after starting a day's work and who is forced to leave work because of such illness shall have the day considered as a waiting day if he has worked less than four (4) hours (exclusive of clothes changing time) before leaving and if he reports to the Medical Department before leaving the plant.

188. Employees qualifying under the foregoing sections shall be entitled to receive sick leave payments in accordance with the following schedule:

1-10 years of service are eligible for 10 weeks of sick leave

11-20 years of service are eligible for 20 weeks of sick leave

21 or more years of service are eligible for 26 weeks of sick leave.

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

189. Sick Leave benefits shall not be paid to an employee:

- a. For weeks or days for which vacation pay is received except as provided for in Section 106.
- b. During a strike.
- c. During disabilities arising out of or in the course of employment as an independent contractor for profit or for another employer for wages.
- d. Beyond the effective date of the employee's retirement.

190. If any sickness or accident benefit payments, whether compensable or noncompensable, smaller in amount or duration than the part wage payments payable under Sections 185 and 188 are or will in the future be required by State or Federal laws and if such payments are wholly or partially financed by the Company, it is understood that the differences only, if any, between such State or Federally required payments and the amount the employee is entitled to under Sections 185 and 188 shall be payable. If such State or Federal required payments are greater than those provided for under said section no payment shall be made under said section.

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

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

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

Separation Allowance

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

193. The Company will not make layoffs in anticipation of the issuance of a notice of plant, division or department closing pursuant to the foregoing for the purpose of avoiding the pay herein provided. If Employees are laid off within a period of 45 days before a notice of closing, the Company will, upon request, furnish the Union information and records bearing upon the reason for such layoffs, and if it shall be established that such layoffs were made in anticipation of the notice of closing for the purpose of avoiding the pay herein provided, the laid off Employees shall be entitled to the same rights under this Section 192 as if they were on the active payroll on the date of the notice of closing of the plant or a division or department thereof.

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

1. If fifty (50) years of age with twenty (20) or more years of service a special pension

equal to one and one-half (1 1/2) times the normal retirement benefit payable to age sixty-two (62) at which time the normal pension benefit will be paid.

2. A separation allowance according to the schedule listed in Section 197 and, if qualified, be entitled to a vested deferred pension payable at age fifty-five (55) reduced from age sixty-five (65), or an unreduced pension payable at age sixty-two (62).
3. The right to transfer, if eligible, to another Company location which has such a reciprocal transfer right provision agreed to between the Company and the Local Union.

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

- b. In the event of a department closing, Employees in the closed department may exercise their right, if eligible, to take another job according to the applicable layoff-recall seniority provisions in effect at that plant. Department and other plant Employees with one (1) or more years of continuous service affected by the closing who do not choose to claim another job by virtue of their seniority will be entitled to elect one (1) of the following options:
 1. If fifty (50) years of age with twenty (20) more years of service, a special pensi_____

equal to one and one-half (1 1/2) times the normal retirement benefit payable to age sixty-two (62), at which time the normal pension will be paid.

2. A separation allowance according to the schedule listed in Section 197 and, if qualified, be entitled to a vested deferred pension payable at age fifty-five (55) reduced from age sixty-five (65) or an unreduced pension payable at age sixty-two (62).
3. The right to transfer, if eligible, to another Company location which has such a reciprocal transfer right provision agreed to between the Company and the Local Union.
4. To go on layoff and if not recalled after two (2) years of continuous layoff be eligible to receive a separation allowance equal to that which they were eligible for at the time of initial layoff.

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

- c. In the event the employment of an employee is terminated by reason of a permanent closing, on or after December 3, 1984 of a plant, division of a plant or department of a plant in which the employee was working at the time of closing, then the rights which the employee would otherwise have under paragraphs 194 (a) or (b) above, shall be modified as provided in the Memorandum of Amendment

Concerning Pensions dated September 19, 1980.

- d. An Employee who is separated from the service because of a permanent closing of the plant or a department of the plant, will be paid, for each full month between December 24 and the month of separation inclusive, one-twelfth of the amount of vacation pay he would normally receive the following year.

195. In order to encourage the Company to place new operations into the plant it is agreed that any new department established after January 1, 1988 shall not be considered a department under "department closings" provision until it has been operating for 5 consecutive calendar years.

196. Separation allowances shall not be paid:

1. To Employees with less than one (1) year's continuous service;
2. To Employees laid off in gang reductions, except those on continuous layoff for two (2) years as provided in 169(d.);
3. In cases where the Employee was discharged for cause;
4. In cases of voluntary resignation;
5. To Employees who accept an offer of employment by the Company in another department or transfer to another plant;
6. In cases where Employees exercise their option for an immediate normal or special pension benefit.
7. Employees hired on or after December 9, 1988 shall not be eligible for separation pay or special pension for a department closing.

197. Methods of computing separation allowances:

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

Years of Continuous Service	Weeks of Pay
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10

11 through 20 years: add to (10) ten weeks, $1\frac{3}{4}$ week's pay for each year of continuous service above ten (10) years. 21 years and over: add to $27\frac{1}{2}$ weeks 2 weeks pay for each year of continuous service above twenty (20) years.

Example: Employee with 12 years of continuous service

First 10 years = 10 weeks pay

Next 2 years ($2 \times 1\frac{3}{4}$) = $3\frac{1}{2}$ weeks pay

Total: 12 years service = $13\frac{1}{2}$ weeks pay

Total Separation Allowance $13\frac{1}{2}$ week's pay

198. To the separation allowance computed as per the example, add vacation pay for the current year if

the employee has qualified for but not taken such vacation. The amount due under this article shall be paid as follows:

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

199. An Employee who is entitled to sick pay or is in his sick leave waiting period on the day prior to the date of a plant closing shall continue to receive sick pay for the duration of that illness, but only to the maximum amount provided under the Sick Leave provisions of this Agreement, and then only to the extent that such Employee complies with such provisions and applicable practices or agreements related to sick pay. In such situations of sickness beyond the plant closing date, the Employee will receive his applicable severance pay benefits in accordance with Section 194 (a) of this Agreement and any other benefits to which he may be entitled under this Agreement by reason of the closing, and shall otherwise be considered a severed employee for all other purposes under this Agreement.

200.a. An eligible Employee (as defined in (b.) below) has the right to be transferred from the Davenport plant to the bargaining unit represented by the UFCW Local Union at the Madison plant of the Company if such Employee is subject to being permanently separated from the service because of a reduc

- tion in force arising out of the closing of a plant or a division of a plant or a department of a plant and where at the other plant there is at least one junior Employee first employed by the Company on or after October 1, 1979.
- b. An eligible Employee for purposes of this Section is one who:
 - 1. is physically fit (provided that no Employee shall be disqualified by reason of any physical condition which has not disqualified him from work at the plant at which he is employed, and if it can be reasonably expected that such Employee can perform the job or jobs to which such Employee is entitled at the new plant), and
 - 2. can do the work available at the plant to which the Employee is to transfer, or learn it within a reasonable time.
 - c. Seniority for the purposes of this Section ("Inter-Plant Seniority") for an Employee shall date from October 1, 1979, or thereafter depending on his date of hire. Inter-Plant Seniority shall be forfeited when an Employee is discharged for cause or separated from the Company under the provisions of Section 169.
 - d. No later than sixty (60) days after the issuance of a notice of closing pursuant to Section 192, the Company shall prepare and forward to the Union "Transfer Opportunity Sheets", which shall contain as to each plant to which transfer may be made, at least the following information:

1. Plant location.
2. Brief description of operations at such plant.
3. Total employees within the bargaining unit.
4. Common labor rates.
5. Number of jobs available as transfer opportunities in accordance with this Section. The jobs considered available shall be permanent jobs which are vacant and permanent jobs being held, by reason of their seniority, by junior Employees as defined in (a.) above.

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

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

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

- e. Thirty (30) days before the scheduled closing date, representatives of the Company and of the Union shall hold a closing procedure meeting at the plant for the purpose of determining an Employee interview procedure and

resolving questions as to transfer opportunities and other options of the affected Employees.

- f. At the conclusion of the meeting described in (e.) above, the affected Employees will be interviewed individually by representatives of the Company and Union. Each employee will be given a full explanation of the options available to him, including a statement of the transfer opportunities and the amount of severance pay, pension or other benefits available to him. At such interview, the Employees shall be required to indicate their choice from among the options available, and any election (either to accept or not to accept inter-plant transfer) shall not thereafter be changed, except for the right to select an alternative option after a trial period in accordance with Subsection (h.) (4.) of this Section.
- g. If the total number of transfer opportunities available at or before the time of closing of the plant, division or department of the plant is smaller than the number of Employees permanently severed as a result of the closing, such opportunities shall be offered to eligible Employees in order of Plant Seniority. In allocating transfer opportunities among the eligible Employees who are entitled by Plant Seniority to have such offer made to them, the Company, to the extent permitted by the number of transfer opportunities available, shall follow the designated plant preferences of those who are entitled to transfer and who have designated a plant preference; such

choice shall be made in order of Plant Seniority.

- h. An Employee transferred to another plant will:
 - 1. Be credited at the plant to which he is transferred with full service rights, and continue to accrue service rights for all benefits including any alternative option to which he may become eligible under Subsection (h.) (4.) of this Section.
 - 2. Be credited at the plant to which he is transferred with a plant seniority date which is the same as his Inter-Plant Seniority date or October 1, 1979, whichever is later.
 - 3. Displacement rights as between employees transferred into a plant pursuant to this Section shall be determined in accordance with plant seniority dates of such employees at the plant from which they were transferred.
 - 4. For a period of six (6) months following an Employee's transfer to another plant, such Employee will retain the right to select an option other than an inter-plant transfer provided the Employee is otherwise eligible for such option. Moving expenses shall only be paid for the original move.
- i. An Employee's rights of transfer under this Section shall terminate in the following circumstances:
 - 1. Upon the expiration of two (2) years from the date of permanent separation.
 - 2. If an Employee refuses a proper offer of transfer made in accordance with this Section.
 - 3. Upon acceptance of severance pay.

4. Upon retirement under the terms of the Pension Plan.
- j. Issues arising in the administration of the inter-plant transfer program under this Section, including the number of transfers which may be permitted into available jobs as listed in Subsection (d.) (5.) of this Section of a bargaining unit at any time, may be submitted at the Union's request to arbitration under Section 201.
- k. Employees at the Madison plant of the Company have been granted reciprocal transfer rights to the Davenport plant, under terms *and conditions identical to those granted the Davenport Employees in this Section.* The Company shall advise all Employees hired in these two plants on or after October 1, 1979, that their seniority rights are subject to such inter-plant transfer rights. Failure of the Company to give such notice shall not, however, *affect the rights of any Employee under this Section.*
- l. An Employee accepting an inter-plant transfer under the provisions of this Agreement will be eligible to receive an allowance towards their moving expense as follows:

Distance between Former Plant and New Plant	Married or Head of Household	
	Single	
0-24	None	None
25-99	\$ 40	\$ 150
100-299	70	235
300-499	100	325
500-999	125	410
1000 and up	150	500

201. a. Within five (5) years after the Company closes down or substantially terminates production operations at any plant or division or department of a plant covered by this Agreement, the Company will not by sale, contract, lease, or other similar arrangement, secure the production of the same or substantially the same products within the same plant by another producer. This provision shall not apply to packer-to-packer sales or purchases of product in the normal course of business.
- b. Within five (5) years after the Company closes down or substantially terminates production operations at any plant or division or department of a plant covered by this Agreement, the Company will not enter into a Contract or other similar arrangement whereby the Company agrees to purchase from a third party producer's plant located within 100 miles of the closed plant, division or department, the production output of such third party producer's plant or a volume of such output substantially equivalent to or exceeding the output of the closed Company plant, division or department, of the same product or substantially the same product which the Company produced at its closed plant or division or department thereof.
- c. If the Union believes that the Company has entered into a contract or is about to enter into a contract in violation of Sections (a.) or (b.) above, the Union may, within a reasonable time, request an immediate meeting with the

Company. The Company will provide the Union promptly upon request all information and relevant documents necessary to determine whether a violation has occurred or may occur, including information with respect to the kinds and volumes of product involved, duration of the agreement, etc., except that the Company may furnish only excerpts of documents where the portions withheld contain confidential or proprietary information which is not necessary for a determination as to whether a violation has occurred or may occur.

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

Grievance Procedure

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

- a. The aggrieved employee, accompanied by the Department Steward if the employee desires, shall consult with the employee's supervisor. If a group of employees are involved in the grievance, the Steward shall represent the employees. The grievance shall be discussed in the supervisor's office or away from the employee's workplace.
- b. In case of failure to arrive at a decision in the first step within twenty-four (24) hours, the supervisor together with the aggrieved employee and the Steward shall take the grievance up with the Unit Manager or equivalent level of management. It is understood that the Union Chief Steward, and the Union Business Representative may be called in at this time.
- c. In case of failure to arrive at a decision in the second step, the grievance shall be referred to the Plant Manager and the Union Business Representative or his deputy for settlement.
- d. In case of failure to arrive at a mutual agreement of the grievance between the Union and the Company in the above step c., the grievance shall be referred to arbitration immediately as hereinafter provided. If the Company refuses to submit the grievance to arbitration the Union shall not be bound under the strike provision of this Agreement.
- e. The procedure of arbitration and the arbitra

shall be agreed upon between the Local Union President and the Plant manager or their deputies. Arbitration costs shall be borne equally by the Company and the Union. The findings of the arbitrator shall be final and binding on all parties concerned.

- f. The arbitrator shall have no right to modify, amend, or add to the terms of the Agreement or to require of the Company, the Union, or any employee of the Company any act which he is not required by law or by this Agreement to perform. It is understood that disputes regarding wage rates shall not be subject to arbitration and that disputes regarding work standards are subject to arbitration only as specifically provided in Section 97.

It is understood that general wage changes shall not be subject to arbitration.

- 203.a. The Company shall not hold any conference or interview with an employee who is the subject of any investigation or who is being interviewed in connection with the imposition of discipline or the issuance of a warning which is to be entered in the Employee's record (provided such interview or conference goes beyond the announcement of the disciplinary action or the delivery of the warnings unless the Company shall have advised the Employee of his right to be represented at such occasion by a Union representative of his choice and shall afford the Employee, if he or the Union representative so request, the opportunity to consult privately with such rep-

representative before the commencement of the meeting.

- b. No letters or notations of warning or of disciplinary action shall be entered in any Employee's personnel record unless the Company first advises the Employee of its intent to enter such writings in his record and affords him an opportunity to read such material. Upon reasonable notice, an Employee shall be afforded an opportunity to read and obtain copies of any material in the Employee's personnel record or file concerning verbal or written warnings or disciplinary action affecting such Employee or any other material in the Employee's personnel file relevant to a pending grievance which is brought on behalf of such Employee.
- c. No Employee will be required to submit to an examination by lie detector machine (polygraph), stress test evaluator or other similar device.
- d. *It is agreed that Union shall be furnished with any pertinent information requested for the study and processing of grievances.*

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

205. If it is necessary for a department steward or Chief Steward to leave his or her job to attend a griev-

ance meeting with Company representative, he shall first notify his department supervisor.

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

Amendments and Changes

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

Bulletin Boards

208. Bulletin boards shall be provided where the Union may post notices of Union recreational and social affairs, notices of Union meetings, appointments, and other Union business, elections and results of Union elections pertaining to the plant.

Pension, Insurance and Other Benefits

209. a. Pension Plan No. 1, Health and Life Insurance and 401 (k) Provisions, as negotiated and amended by the company and the Union, are set forth in separate booklets.
- b. Goal Bonus and Educational Assistance, as negotiated by the company and the Union, are set forth in a separate Memorandum of Agreement.

Crewleaders – Definition of

210. A crewleader is a full-time employee selected by the Company. There shall be a written job description for each crewleader, and the description shall be negotiated between the Company and the Union. The job description shall include the definite duties of the job to which the crewleader is assigned.

The crewleader's specific duties as shown in the job description may include one or more of the functions listed in the negotiated job description.

- a. Help train new employees and others needing assistance on new jobs.

- b. May assign employees to jobs, but only when necessary in the absence of the department supervisor from the department, and in a manner previously prescribed by the department supervisor.
- c. The crewleader must never take any disciplinary action himself.
- d. Supply materials and equipment for his group, and make minor, on-the-spot adjustments of equipment and tools used by his group.
- e. Check work of his group in regard to quality, production quotas, and sanitation, when directed by his supervisor and report his findings to the supervisor.
- f. Handle routine recordings and paper work for his group which has not been a regular part of the Department Clerk job. He may punch time cards for his group, but only when his group is reassigned to other work.
- g. Serve, when necessary, as relief or spelloff man for his group. The Company at any time may review and, as a result of such review, eliminate any crewleader.

Term of the Agreement

211. This Labor Agreement between Kraft Foods North America, Inc., Oscar Mayer Foods Division, Davenport Plant, and Local 431, Davenport Plant, of the United Food and Commercial Workers International Union, AFL-CIO, shall remain in full force and effect through midnight, April 9, 2006, and thereafter for one (1) year periods unless terminated by either of the contracting parties by written notice at least sixty (60) days prior to any termination date. This Agreement becomes effective upon ratification of the membership.

Because of the perishable nature of the products manufactured and handled by the Company, each party has a continuing obligation during and beyond the expiration of this Agreement or any extended Agreement to provide seven full days advance notice to the other party of intent to take action such as strike, or in the case of the Company, lock-out. The party failing to give seven full days notice will be held liable for any and all damages suffered by the other party.

For the Company:

Jeffrey A. Horne
Chuck Metzger
Steve Schonhoff
Walter Schulz
Rodney Warhank
Jennifer Gonzalez
Don Hardwick

For the Union:

John Honeycutt
Denny Wubker
Chad Young
Robert Kallenberger
James Nunn
Robert Waters
Timothy A. Noftsker
John Ward
Doug Van Osdale
Colleen Huber
Scott Serrano
Fredrick S. Glade

AMENDMENT NO. 1

It is hereby agreed between Kraft Foods North America, Inc., Oscar Mayer Foods Division, Davenport Plant and District Local No. 431 of the United Food and Commercial Workers International Union, AFL-CIO, that the Agreement in force and effect between said Company and the Local Union for the period ending August 31, 1986 is hereby amended as follows:

212. The following seniority provisions shall apply:

- a. Seniority rights shall be in accordance with classification progression. The order of such progression in the Powerhouse shall be:

Utility to Powerhouse Operator to Engineer

- b. Classification vacancies shall be filled on the following basis:

1. Postings for the Utility classification shall be offered to qualified Powerhouse Operators. If no employee wins the posting, the posting shall be filled at management's discretion, either by qualified individuals from within the plant wishing to permanently transfer to the Powerhouse, or by hiring outside applicants.
2. Postings for Powerhouse Operator classification shall be filled on the basis of department seniority. If no qualified employee signs the posting, the job shall be filled by the junior qualified Utility Worker. If the junior Utility Worker is not qualified, then the job shall be filled by the next junior qualified Utility Worker, and so on, until

the position is filled. If no Utility Worker is qualified, the Company may hire a qualified individual for this position.

3. Postings for the Engineer classification shall be offered to the Powerhouse Operators. If no Powerhouse Operator signs the posting, the job shall be filled by the junior qualified Powerhouse Operator. If the junior Powerhouse Operator is not qualified, then the job shall be filled by the next junior qualified Powerhouse Operator, and so on, until the position is filled. If no Powerhouse Operator is qualified, the Company may hire a qualified individual for this position.
 4. Individuals may post downward only one classification at a time. Only one such change downward in classification shall be allowed in any twelve month period. The classification seniority date shall start over when an individual posts downward; also, the individual shall waive all classification seniority to the higher job.
 5. If an employee qualifies to bump, he can bump any junior employee he is qualified to bump in accordance with contractual provisions.
- c. In order to maintain the above progression system, an employee with restoration rights to a permanent opening of a higher classification shall accept assignment to that opening when the opening occurs. However, an employee with restoration rights to a higher classification may waive his restoration rights prior to

the position being offered, but in so doing, waives his right to sign the next subsequent classification posting.

- d. In the event that a reduction in the department is necessary, those employees with the least department seniority shall be the first to go out of the department. Where rearrangements are required within the department as a result of departmental reduction, employees shall be reduced from classifications in accordance with their service date in that particular classification. Employees so reduced shall go back to the prior classification on which they have maintained classification seniority.
- e. In the event of a restoration, classification openings shall be filled by the employee in the department having the earliest date of service in the open classification and who is in a reduced status.

213.a. A progressive rate of pay shall be established for all Utility Workers, either newly hired or transferred from other operating departments. This schedule shall not apply to employees who were part of the department prior to June 8, 1981.

1. New Powerhouse Utility Workers shall be paid according to the following schedule:

At time of entrance to Utility classification	2	Brackets
03 Months	4	Brackets
06 Months	6	Brackets
09 Months	8	Brackets
12 Months	11	Brackets

2. Utility Workers who post to other classifications during their one year progressive rate program shall become part of the progressive rate program for their new classification, as defined below. Their current rate shall be increased to the next higher rate of the progressive rate for the new classification when breaking in or filling a vacancy such as vacation, illness, etc., or a permanent opening. For example, a Utility Worker with six (6) months as a Utility Worker shall have his rate increased from six (6) brackets to ten (10) brackets. He shall then participate in the remaining portion of the progressive rate schedule for the new classification.
 3. Time accumulated during break-in and relief of the Operators, such as vacations, illness, etc., shall be counted toward the Operators' progressive schedule.
 4. Utility Workers who are reduced from relief work as an Operator or an Engineer shall be paid at the bracket level in the Utility Worker's schedule, according to their accumulated time in the Powerhouse.
 5. The Utility Worker shall receive the established progressive rate of pay for an entire day when required to replace, for four (4) consecutive hours or more, an employee on a job paying a higher rate of pay.
- b. A progressive rate of pay shall be established for all Powerhouse Operators. This schedule shall not apply to employees who were part of

the department prior to June 8, 1981.

1. New Powerhouse Operators shall be paid according to the following schedule:

At time of entrance to

Powerhouse Operator

Classification	6 Brackets
03 Months	10 Brackets
06 Months	14 Brackets
09 Months	18 Brackets
12 Months	23 Brackets

2. Operators who post to the Engineer's classification during their one (1) year progressive rate program shall become part of the progressive rate program for their new classification. Their current rate shall be increased to the next higher rate of the progressive rate for the new classification when breaking in or filling a vacancy, such as vacation, illness, etc., or a permanent opening. For example, an Operator with a total of six (6) months as an Operator shall have his rate increased from fourteen (14) brackets to eighteen (18) brackets. He shall then participate in the remaining portion of the progressive rate schedule for the new classification.
3. Time accumulated during break-in or relief of the Engineers, such as vacations, illness, etc., shall be counted toward the Engineers' progressive schedule.
4. Operators who are reduced from relief engineer work shall be paid at the bracket level in the Operators' schedule according

to their accumulated time as an Operator and Engineer.

5. Powerhouse Operators shall receive the established progressive rate of pay for an entire day when required to replace for four (4) consecutive hours or more, an employee on a job paying a higher rate of pay.
- c. A progressive rate of pay shall be established for all Engineers. This schedule shall not apply to employees who were part of the department prior to June 8, 1981.
 1. New Engineers shall be paid according to the following schedule:

At time of entrance into Engineer	
Classification	6 Brackets
03 Months	12 Brackets
06 Months	18 Brackets
09 Months	24 Brackets
12 Months	28 Brackets
	PLUS Differential
 2. Time accumulated during break-in and relief of the Engineers, such as vacation, illness, etc., shall be counted toward the Engineer's progressive schedule.
 3. Engineers who are reduced from relief work shall be paid at the bracket level established in 213.a., if a Utility Worker, or 213.b. if an Operator.
- d. The Company recognizes night premium pay of \$0.10 per hour between the hours of 4:00 p.m. and 8:00 a.m. for the life of the current Labor Agreement only.

- e. Employees, other than Engineers, who are assigned to work in a freezer, other than in performance of their daily routine, shall receive, in addition to their regular rate of pay, a three (3) bracket freezer premium for the entire shift when the employee has accumulated one or more hours worked in a freezer on a shift. Only the areas listed in Section 68 of the Labor Agreement shall be considered to be freezers.

214. In addition, the Company shall provide a freezer coat to Powerhouse employees who are assigned to work in a freezer. These coats shall remain the property of the Company. If a coat is lost or unnecessarily damaged, the employee to whom it is assigned shall be required to replace it at his own expense.

215. Overtime work for non-shift employees shall be distributed as follows:

- a. It is understood that overtime work shall be equalized over a period of time as practicable, and that no obligation exists to distribute hours on a weekly basis.
- b. For the purpose of this Agreement, overtime shall include:
 - 1. Daily overtime.
 - 2. Hours worked on Saturday, Sunday, and Holiday.

Premium pay received during the first eight (8) hours of work, such as a normal shift which laps over into a premium day, weekend, or holiday, or premium pay paid as a penalty for change of starting time or change of shift, shall not be considered overtime.

- c. All penalties related to change of shift or change of starting time shall be waived with respect to work assignments made for the purpose of distribution of overtime.
- d. A person who does not accept work which is offered shall be charged with having worked the number of hours which he would have worked had he accepted it. However, an individual who refuses work shall not be charged with having worked if:
 - 1. An interval of less than eight (8) hours elapses between the time he finished his previous shift and the starting time of the offered work.
 - 2. The refusal is necessitated by death in the immediate family or wife giving birth to child.
- e. A newly hired employee in the department, or a new employee posting into these classifications, shall be charged with having worked the number of hours as worked by the employee in the gang who has worked the most overtime.
- f. A list showing overtime hours worked shall be posted weekly on the Department Bulletin Board. If times posted are not questioned within two (2) weeks after posting, they shall be assumed to be correct.
- g. Overtime worked on shift work shall not be charged.
- h. All overtime hours in excess of the employee with the lowest hours at the end of the year, _____ shall be carried forward into the new year.

216. Absences of shift workers shall be filled in any of the following ways deemed appropriate by management:

- a. The employee that is scheduled off may be called in, but he may decline.
- b. An employee on the shift prior to the shift of the absent employee may be held over to work four (4) additional hours, while an employee on the next shift may be called in four (4) hours early. Such an employee may not decline the assignment.
- c. If the known absence is going to last for 48 hours or more, a relief Operator may be moved up to fill the opening.
- d. Any other Powerhouse employee may be used.
- e. Any opening may be left vacant.

217. Other areas of agreement between the Company and the Union concerning the Powerhouse are:

- a. Powerhouse Operators shall be paid a rate of 23 brackets; the rate of pay for Engineers shall remain unchanged at 28 brackets plus \$0.50 area differential.
- b. The classifications of Engineer and Powerhouse Operator shall be considered to be continuous operation jobs for all purposes of the Labor Agreement. However, in view of the changing nature of the operation, the Company reserves the right to change those jobs considered to be continuous, but shall first discuss the reasons for such change with the Union in advance. If the Union does not agree with the reasons for the change, it may pursue the matter through the grievance pro-

cedure, including arbitration.

- c. All laid off Powerhouse employees shall be recalled to the Powerhouse before any new Powerhouse employees are hired, provided they are qualified for the available opening, or have made satisfactory progress in the training schedule.
- d. Laid off Powerhouse employees shall be offered recall on the basis of plant seniority to other plant operating departments before new employees are hired.

AMENDMENT NO. 2

It is hereby agreed between Kraft Foods North America, Inc., Oscar Mayer Foods Division, Davenport Plant and District Local No. 431 of the United Food and Commercial Workers International Union, AFL-CIO, that the Agreement in force and effect between said Company and the Local Union for the period of December 3, 1984 to September 1, 1986 is hereby amended as follows:

218. Special Maintenance Department provisions:

- a. Employees hired in the various job classifications at an hourly rate less than the No. 1 rate of their classification shall have their rates reviewed at least once every six months. The employee, the supervisor, and the steward will be present at all rate reviews. Following review, their rates shall be adjusted in accordance with the skill and ability that they have demonstrated since the previous review. If such an employee performs work normally considered as requiring a skill of a No. 1 classification, he shall receive the rate of No. 1 classification. Employees shall be considered as helpers until they receive the full No. 2 rate in their classification. Employees shall be considered No. 2's until they reach the No. 1 rate within their classification. Employees who are hired to fill a No. 1 classification shall receive a two bracket increase after successfully completing their sixty (60) day probationary period. At the completion of an additional six months the employee shall receive the full No. 1 rate of his classification.

- b. In the event a layoff in the Maintenance Department is necessary the employees with the least departmental seniority shall be laid off out of the department except when the skills and abilities of the most junior employee are required and cannot be performed satisfactorily by a more senior employee involved in the subsequent rearrangement.
- c. Where rearrangements are required as a result of reduction or elimination, employees shall be reduced in accordance with classification seniority to their last previous classification. Employees who have no last previous classification or who do not have enough classification seniority to displace the incumbent in their last previous classification shall have the option of displacing the least senior departmental employee in a classification for which the reduced employee has experience or demonstrated aptitude. The employee exercising this option shall have sixty (60) calendar days in which to demonstrate his ability to successfully perform the job.
- d. When restoring employees reduced in accordance with the above paragraph they shall be restored to their former classifications in accordance with their previously established classification seniority.
- e. Classification seniority is established on the date the employee wins a posting and is continuous from that date.
- f. When it is necessary to assign an employee to a different shift, the employee with the least

classification seniority shall be so assigned, except employees who are in training.

- g. Laid off Maintenance Department employees must be recalled on the basis of plant seniority to other plant operating departments before new employees are hired.
- h. Any employee receiving less than the No. 1 rate may be assigned to any shift in accordance to needs of the department. When an employee receives the full No. 1 rate he shall be subject to being displaced by a more senior No. 1 employee by classification seniority on a different shift.
- i. When a classification opening occurs in the Maintenance Department first consideration will be given to the employee who is a member of the same work group in which the opening occurs. Such applicants shall sign a classification posting and they shall be considered in order of length of service within the work group. Work groups and classifications for the Maintenance Department are established as follows:

1. Carpentry
 - Carpenter-Insulator
 - Cement Finisher
 - Brick & Tile Setter
 - Painter-Wrapper
2. Electrical
 - Instrument & Recorder
 - Electrician
 - Lamp Man
3. Machine Repairing
 - Machinist
 - Machine Repair Man
 - (formerly Millwright)
 - Saw Filer
4. Welding
 - Welders
5. Sheet Metal
 - Sheet Metal Man
6. Pipefitting
 - Pipefitters
7. Truck Repairing
 - Truck Repair Man
8. Scales
 - Scale Repair Man
9. Oiling
 - Plant Oiler
10. Labor
 - Laborer
11. Clerical
 - Receiving Clerk
 - Stockroom Man
12. Area Maintenance I
 - Area Maintenance Man
13. Area Maintenance II
 - Area Maintenance Man
 - Manufacturing Packaging

- j. If there are no applicants from within a work group involved, applicants from other work groups shall be considered on basis of departmental seniority provided they have experience in or demonstrated aptitude for the classification.
- k. If, after winning a posting, an employee posts for another job, such applicant will not be honored unless eight (8) months have transpired since he acquired his previous posting, with the following exceptions:
 - a. New job.
 - b. Win a posting on another shift.
 - c. Pre-select, in writing, one (1) job in advance of his shift.

219. Openings for any of the Area Maintenance Man classifications shall be posted subject to the following additional provisions:

- a. No applicant for these classifications need be considered unless he has served as No. 1 Machine Repair Man (Millwright) or No. 1 Machinist. If no such employee posts for the opening, it shall be a matter of Management choice to select another applicant, without considering departmental or work group seniority, or to hire a qualified employee for the classification.
- b. If after acquiring the Area Maintenance Man classification through posting, an employee posts for another classification, such application will not be honored unless 8 months have transpired since he acquired the Area Maintenance Man classification.
- c. If the opening is created by an Area

Maintenance Man posting to another classification, he may be retained on the Area Maintenance job until his replacement is trained. During this period the opening to which he has posted shall be temporarily filled in the most practicable manner, and his classification seniority shall date from the date of the posting.

220. To allow the employees of the Maintenance Department to properly arrange their weekend activities the Company agrees to post on department bulletin boards, by 3:00 p.m. on Thursdays, the type of work that is scheduled for the following weekend, and to notify the individual employees by the end of their Thursday shift that they are scheduled to work either one or two days, as the case may be, on the following weekend. It is understood and agreed that the above posting and notification shall not apply in cases of emergency work, or work beyond the jurisdiction of the Maintenance Department to properly plan or schedule, and that such work which comes to the Maintenance Department after Thursday shall continue to be performed on the same basis as in the past.

Overtime work will be handled in accordance with a separate Memorandum of Agreement.

221. Job openings and reductions within the Area Maintenance Man - Manufacturing Packaging classification shall be subject to the following provisions:

- a. An employee may acquire and maintain rights to one and only one job within his classification. Rights to a job in the Area Maintenance Manufacturing Packaging classification will be established on the date an employee wins a

job posting in accordance with (b) below or displaces an employee with less classification seniority in accordance with (c) below.

- b. When a job opening occurs it shall be posted and won by the most senior in classification seniority applying for the opening.

Bumped employees will be placed at the "department needs" for up to thirty (30) calendar days prior to exercising his/her bump rights.

1. If the opening is created by another Area Maintenance Man posting to another job opening, he may be retained on his former job until his replacement is trained. During this period the opening to which he has posted shall be temporarily filled in the most practicable manner, and his job rights shall date from the date of the posting.
2. If after winning a posting, an employee posts for another job, such application will not be honored unless eight (8) months have transpired since he acquired his previous posting, with the following exceptions:
 - a. New job.
 - b. Win a posting on another shift.
 - c. Pre-select, in writing, one (1) job in advance of his shift.
3. If the most senior in classification seniority applying for a posting does not accept the opening or proves unsatisfactory on the job, other applicants may win the posting in accordance with classification seniority. If the opening is unfilled after sixty (60) cal-

endar days the opening will be reposted.

4. Job openings that are seasonal will be posted with the understanding that the employee winning the posting will work at the needs of his classification when the seasonal job is not being performed.
 - c. When rearrangements are required within a classification as a result of a reduction, employees shall be reduced in accordance with their classification seniority.
A reduced employee may displace an employee on any shift within the classification and having less classification seniority.
Employees shall not be considered to be reduced unless the reduction is permanent. An employee reduced for a temporary period of less than thirty (30) calendar days shall work at the needs of his classification for the temporary period.
 - d. An employee reduced in accordance with (c) above may be assigned to the needs of his classification for a period of up to thirty (30) calendar days prior to being placed on the job of the employee displaced.
222. a. To expedite the orderly completion of large Maintenance Department projects, which by their nature are performed in locations not under direct, constant supervision by the supervisor, the Maintenance Department supervision may appoint, at its discretion, a "Maintenance Department Lead Man." The Lead Man shall perform the following:
1. Continue to be a full-time working employ-

ee, performing all the functions of his regular job as described in the Job Description sheet.

2. Help train new employees and others needing assistance on their jobs.
 3. Direct efforts of the crew in completion of the work.
 4. Keep supervisor advised as to requirements for materials and equipment for the job.
 5. Have responsibility for the safety of personnel and property within the scope of the project.
 6. Have responsibility for plans and blueprints issued to him for the project.
- b. On projects where a salaried supervisor is not constantly supervising the project a Lead Man shall be appointed subject to the following qualifications:
1. There must be a minimum crew of 4 men within a supervisor's gang continually assigned to the project.
 2. The project should extend for a period of 8 consecutive hours or more in any one day.
 3. Notifications of the appointment of a Lead Man shall be made to all employees assigned to the project. Formal notice shall also be given the Lead Man appointed.
- c. To compensate for the additional responsibilities assigned to him the Lead Man shall receive 3 brackets per hour over his regular hourly rate for all time spent as a Lead Man.

223. Employees of the Maintenance Department who are required to work inside tanks or cookers in the

Inedible Department shall have thirty (30) minutes time added to their time worked, as an allowance for clean up and shower.

224. Only those employees who have a company furnished chauffeur's license shall be asked to drive mechanical department trucks on public streets off company property.

225. An employee assigned to another incentive group outside of his regular incentive work group (as defined in Section 1 of this Amendment) or to a non-standard work group for one full day or more wherein he earns less than his regular incentive group, will be guaranteed the incentive earnings made by his regular incentive group for each such day provided there is work performed within the group by someone of less group rights and further provided that the lower earnings are not due to an unwillingness to produce.

226. Area Differential

- a. *Electricians: Area differential of thirty five (35) cents per hour to be paid. In order to continue to qualify for the differential, each electrician will be required to complete the necessary training to qualify himself for whatever electronic applications exist in the plant, now or in the future.*
- b. *Area Maintenance Man, Manufacturing & Packaging: Area differential of thirty-five (35) cents per hour will be paid. In order to continue to qualify for the differential, it is agreed that the Company may, at its discretion, remove any nonskilled, production-type element of work from the duties of such personnel, and assign them to production person-*

nel, now or in the future. (Current examples of such work are: supplying powder for the extruders, replenishing the supply of labels for the label dispensers, and feeding blanks into the box former.)

- c. It is understood that Area Differentials will be paid only to fully qualified personnel who have reached the full #1 classification and rate.

The application of Section 1 through 211 of the Labor Agreement as it relates to the Maintenance Department shall be the subject of a separate Memorandum of Agreement.

AMENDMENT NO. 3

It is hereby agreed between Kraft Foods North America, Inc., Oscar Mayer Foods Division, Davenport Plant and District Local No. 431 of the United Food and Commercial Workers International Union, AFL-CIO, that the Agreement in force and effect between said Company and the Local Union for the period December 3, 1984 to September 1, 1986 is hereby amended as follows:

All Sanitation Department 85 personnel are members of a separate seniority department, regardless of the production area in which their work is actually performed.

For job rights and job posting purposes, each job shall be identified by both the rate and the production area in which it is performed. Thus, identically-rated jobs performed in different production areas shall be treated as different jobs. Job openings shall be posted on a departmental bulletin board maintained adjacent to the office of the Supervisor of the Sanitation Department. All other job posting and job rights provisions of this Agreement shall apply.

For the Company:

R. A. Maier

L. J. Albrecht

For the Union:

Louis DeFrieze

Richard Edwards

APPENDIX A

Scheduled work weeks for all employees not on continuous operation jobs (as listed in Appendix B) shall consist of five consecutive shifts with the first shift beginning on Monday of the work week and the fifth shift beginning on Friday of the work week with the following exceptions:

<i>Dept. 121 Saus. Manufacturing</i>	<i>Tue.</i>
<i>Loaf Knockout.....(1st shift)</i>	<i>thru Sat</i>
<i>Dept. 231 Shipping Cooler</i>	<i>Sun.</i>
<i>Food Service Inventory(2 men)</i>	<i>thru Thur.</i>
<i>Mon.</i>	<i>Tue.</i>
<i>Dept. 128 Saus. W & P thru Fri.</i>	<i>thru Sat</i>
<i>Overwrap(seasonal)</i>	

APPENDIX B

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

300 — Power Plant — Engineers and Power House Operators on a seven day schedule.

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

APPENDIX C

It is agreed between the Company and the Union that eight (8) hours shall elapse between the completion of one shift for an employee and the starting of a new shift except when such elapsed time cannot be granted because of equalizing of hours between employees or when emergency call-in as provided in Section 36 is involved.

Definition of Shifts

Any job which regularly begins operating between 2:30 am. and 10:30 a.m. shall be considered as a day-shift job.

All others shall be considered as night-shift jobs. If special circumstances warrant, deviations from the above formula may be established by mutual agreement.

An exception to this shall be jobs in which three (3) consecutive shifts are involved, in which case there shall be a first, a second, and a third shift job recognized.

APPENDIX D

Effective 04/05/98, all departments are designated as "Extended Hours Operations". The work rules that apply to this were initially set forth in a Memorandum of Agreement dated January 4, 1988, and modified by Memorandum of Agreement and letters dated March 23, 1988, May 3, 1988 and October 26, 1988. These documents are combined in this Appendix, and are a part of the new Labor Agreement.

This Appendix will address changes in the current base Labor Agreement which must be made in order to operate this line on an "extended hours/continuous operation/compressed work week" schedule. All other provisions of the current Labor Agreement will continue to apply unless they are in conflict with this Appendix. In such case, this Appendix shall apply.

A. *Hours of Work*

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

Work Schedules will be made on the basis of:

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

Examples of shift Schedules are as follows:

	Mon	Tue	Wed	Thu
Crew I	10	10	10	10
1st Shift				
Crew II	10	10	10	10
2nd Shift				
	Fri	Sat	Sun	
Crew III	10	10	10	
1st Shift				
Crew IV	10	10	10	
2nd Shift				

B. *Overtime/Premium Pay:*

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

Overtime shall be paid at time and one-half (1 1/2) after ten and one-half (10 1/2) hours of work in any one work day.

Overtime shall be paid at time and one-half (1 1/2) for any employee on a four (4) day schedule who works on any day other than his normal work schedule, regardless of the hours worked during the normal work schedule.

Employees hired before 4/1/95 who are working the three (3) day schedule will not be offered work on any other day. If they do work on any other day, they will be paid double time for all hours worked.

Employees hired on or after 4/1/95 who are working the three day schedule may volunteer for full line staffing jobs and have preference over part-time employees as long as their total work week does not exceed forty (40) hours or incur additional penalties for the Company. However, if part-time employees are not available, employees from the three day crew may be offered work beyond this 40 hour limit. Payment for these extra days of work shall be in accordance with Appendix D, Paragraph B.

"Hours worked" shall include hours paid for holidays falling on a normal scheduled work day, vacations, jury duty, funeral leave or other like paid absences. "Hours worked"

shall not include hours absent or paid for sick leave and workers compensation.

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

C. *Lunch and Rest Periods:*

The Company shall provide the following Lunch and Rest Periods:

1. Rest periods may be provided by a relief person or taken as a group as determined by the Company. Lunch breaks will be thirty (30) minutes unpaid.

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

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

The third rest period of twenty (20) minutes shall be provided after 10.0 hours. However, if the work can be completed in 10.5 hours, the employees shall continue to work and the twenty (20) minutes will be added to their time for the day. This "added" break will count as "hours worked" for the calculation of overtime.

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

D. *Posting:*

The Company and the Union shall meet to agree on the initial method of staffing the

department. The discussion will include providing protection of the job and department rights for those who elect to try this new work schedule.

When operating a 7-day schedule, the 48-hour posting period provided in Paragraph 138 of the current Labor Agreement shall be expanded to provide for 48 hours on each of the 4-day and 3-day work schedules.

It is understood that the jobs in "Pouchables" may be designed to facilitate job rotation.

E. *Guarantee Language:*

The weekly guarantee shall be 36 hours. Employees must work all scheduled hours to qualify for the guarantee. However employees who are tardy shall only have their guarantee reduced by the amount of tardiness in accordance with paragraph 29 of the current Labor Agreement.

Employees on the three (3) day schedule, hired on or after 4/1/95, shall be paid for actual hours worked. Employees on the three (3) day schedule, hired prior to 4/1/95 who work over thirty (30) hours and are otherwise eligible shall receive six (6) hours guarantee pay at straight time in addition to all other pay and penalty.

Hours paid for vacations, holidays falling on a normal scheduled work day, jury duty, funeral leave and other like paid absences will count toward the guarantee. Holidays falling outside the normal scheduled work week shall not count toward the guarantee even if they

are worked.

Sick Leave and Workers Compensation, excused or unexcused, DTO or other like absences shall break the guarantee.

F. *Holiday:*

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

For each holiday not worked and not falling on a normal scheduled work day, employees shall be paid eight (8) hours pay for such holiday at their basic hourly rate of pay. Such hours shall not apply toward the weekly guarantee.

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

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

Employees working the three (3) ten (10) hour day schedule (Friday through Sunday) shall observe all holidays on the date of the holiday and not on other days as provided for in Paragraph 54 of the current Labor Agreement.

Paragraph 49 of the Labor Agreement shall be

modified for employees working the three (3) ten (10) hour day schedule as follows: The Good Friday holiday shall be observed on Easter Sunday. Good Friday shall be a regularly scheduled work day for employees working the three (3) ten (10) hour day schedule.

The New Year's Eve work week described in Section 28.b. of the Labor Agreement shall:

1. not apply to three (3) day ten (10) hour crews.
2. not result in penalty pay to the four (4) day crews if the employee works up to six (6) hours to satisfy the guarantee.

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

Example 1:

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

<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thur</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
10	Holiday	10	10			

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

Example 2:

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

<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thur</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
10	10	10	10	Holiday		

Employees would be paid forty (40) hours for time actually worked and would be paid eight

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

Example 3:

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

<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thur</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
				Holiday	10	10

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

Hours Actually Worked: 20 hours

Holiday: 10 hours

30 hours

Weekly Guarantee of 36 hrs. Add 6 hours

36 hours

36 hours paid at straight time for this work week.

Example 4:

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

<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thur</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
				Holiday		
				Worked		

10 10 10

Employee would be paid twenty (20) hours for time actually worked on Friday and

Sunday. For the holiday which falls on Saturday, he would receive 10 hours holiday pay plus double time for hours actually worked on the holiday. Friday and Sunday

work 20 hours

Saturday holiday 10 hours

Weekly Guarantee of 36 hours. Add 6 hours
36 hours

Double time for hours actually worked on holiday 20 hours
56 hours

Employee would receive 56 hours pay for this work week.

Example 5:

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

<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thur</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
Holiday				10	10	10

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

Friday through Sunday Work 30 hours

Weekly Guarantee of 36 Hrs. Add 6 hours
36 hours

Holiday 8 hours
44 hours

44 hours paid at straight time for this work week.

G. *Vacations:*

Vacations will be paid at forty (40) hours for each full week of vacation. A full week of vacation means all normal work days scheduled in that work week.

H. *SV Days:*

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

Example:

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

<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thur</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
				10	SV Day	10
Hours worked						20 hours
SV Day						10 hours
Weekly Guarantee 36 hours.						Add <u>6 hours</u> 36 hours

Employee would be paid 36 hours for this work week.

Where the situation develops that less than a full SV day's pay exists due to moving between conventional and continuous operations, the individual shall be paid the amount

of the partial vacation day at the end of the year. An SV day shall not be provided where less than a single day's vacation pay exists.

I. *Voluntary Work:*

Work over 10.5 hours in any one work day shall be considered as voluntary.

Sunday shall not be considered voluntary work if Sunday is a normal scheduled work day.

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

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

J. *Funeral Leave:*

Funeral Leave as provided in the current Labor Agreement shall be paid on the basis of hours of work lost as determined by the normal work schedule in use at that time.

Such hours shall apply toward the weekly guarantee.

Example 1:

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

Mon Tue Wed Thur Fri Sat Sun

10 Fun. Lv. Fun. Lv. Fun. Lv.

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

Example 2:

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

<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thur</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
		Fun. Lv.	Fun. Lv.	Fun. Lv.	10	10

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

Funeral Leave	10 hours
Hours Actually Worked	<u>20 hours</u>
	30 hours
Weekly Guarantee of 36 hrs.	Add <u>6 hours</u>
	36 hours

Employee would receive 36 hours pay for this work week. Wednesday and Thursday are not "normal" scheduled work days and therefore no Funeral Pay would be applicable even if the department were scheduled to work.

K. *Jury Duty:*

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

Example 1:

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

<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thur</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
Jury	Jury	Jury	Jury	Jury		
Duty	Duty	Duty	Duty	Duty		

Employee would be paid ten (10) hours for

hours of work missed Monday through Thursday, or forty (40) hours for this work week less any jury pay received. Friday is not a "normal" scheduled work day and therefore time spent on Jury Duty on that day would not be paid even if the department were scheduled to work.

Example 2:

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

<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thur</i>	<i>Fri</i>	<i>Sat</i>	<i>Sun</i>
Jury Duty	Jury Duty	Jury Duty	Jury Duty	Jury Duty	10	10

In this example, the scheduled work days are Friday, Saturday and Sunday. Jury Duty would be paid for hours of work lost on Friday (10 hours) and 20 hours would be paid for work actually performed on Saturday and Sunday.

Jury Duty	10 hours
Hours Actually Worked	<u>20 hours</u>
	30 hours
Weekly Guarantee of 36 hours	Add <u>6 hours</u>
	36 hours

Employee would receive 36 hours pay for this work week less any jury pay received. Monday through Thursday are not "normal" scheduled work days and therefore no Jury Duty pay would be applicable.

L. *Early Call In:*

The early call in provision in paragraph 36 of the current Labor Agreement shall apply except that payment of daily overtime on the

day of call in shall be after 10.5 hours in accordance with paragraph B of this memorandum.

M. Sick Leave:

For Sick Leave eligible employees shall be paid fifty-five percent (55% of their basic hourly wage rate for hours of work lost as determined by the work schedule in effect at the time of the absence. The waiting period for Sick Leave purposes shall be the first consecutive twenty-four (24) hours of scheduled work missed or 1 full week for employees with 1 to 5 years seniority as provided in Paragraph 183 of the current Labor Agreement. The weekly Guarantee shall not apply when an absence occurs on a scheduled work day. All other Sick Leave conditions and requirements as set forth in the current Labor Agreement shall remain in effect.

Example 1:

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

Seniority Date: 1/1/76:

Week 1:

Mon	Tue	Wed	Thur	Fri	Sat	Sun
10	10	10	SN			

Week 2:

Mon	Tue	Wed	Thur	Fri	Sat	Sun
SN	SN	SN	SN			

Week 3:

Mon	Tue	Wed	Thur	Fri	Sat	Sun
SN	SN	SN	10			

Week One:

Monday through Wednesday the employee worked 30 hours and was sick on Thursday. He would be paid for 30 hours for time actually worked. Ten (10) hours for Thursday would be applied toward the twenty-four (24) hour waiting period.

Hours Worked	30
Sick Leave	0
Total Hours Paid	30

Week Two:

Employee is sick Monday through Thursday. Ten (10) hours on Monday is applied toward the twenty-four (24) hour waiting period and four (4) hours of Tuesday is applied to complete the 24-hour (24) waiting period requirement. Fifty-five percent (55%) of the balance of the hours missed on Tuesday (6 hours) is paid as Sick Leave benefit as well as the hours missed Wednesday and Thursday (20 hours).

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

Week Three:

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

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

Example 2:

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

Friday through Sunday.

Seniority Date: 11/1/76

Week 1:

Mon	Tue	Wed	Thur	Fri	Sat	Sun
				10	10	SN

Week 2:

Mon	Tue	Wed	Thur	Fri	Sat	Sun
				SN	SN	SN

Week 3:

Mon	Tue	Wed	Thur	Fri	Sat	Sun
				SN	SN	SN

Week One:

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

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

Week Two:

Employee is sick Friday through Sunday. Ten (10) hours on Friday and four (4) hours on Saturday are applied to meet the 24-hour waiting period requirement. Fifty-five (55%) percent of the balance of the hours missed on Saturday (6 hours) is paid as Sick Leave benefit as well as the hours missed Sunday (10 hours).

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

Week Three:

The employee is sick Friday through Sunday and is paid Sick Leave benefits for the hours of work missed. Fifty-five percent (55%) of 30 hours.

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

N. *Layoff/Recall:*

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

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

2. Employees moving to either a traditional schedule or a four (4) ten (10) hour work day schedule from either a traditional schedule or a four (4) ten (10) hour work day schedule shall do so in the normal fashion.
3. Employees moving to a traditional schedule or a four (4) ten (10) hour work day schedule from a three (3) ten (10) hour day schedule shall move at the beginning of the shift of the next scheduled work week following the work week in which the layoff occurs provided they have at least two (2) days rest between shift schedules. The employee may waive this 2-day rest so the resulting consecutive days worked will not create any additional penalties to the Company. This waiver must be made on the layoff recall preference statement as described in Paragraph 120 of the current Labor Agreement.

O. *Miscellaneous Items:*

1. Employees on the four (4) day work schedule will not be eligible for double time for any hours worked except as provided in Paragraph F and R of this appendix.
2. Hours absent or paid for Sick Leave or Worker's Compensation shall continue to be used in the calculation of vacation eligibility and pension as provided in the current Labor Agreement and applicable Pension Plan documents.
3. In the event an unexpected absence occurs

on the three (3) ten (10) hour work day schedule, volunteers from the four (4) ten (10) hour work day schedule may fill such opening. Payment shall be at 1 1/2 for all hours worked.

4. The equalization of overtime provided in Paragraph 42 of the current Labor Agreement shall not apply between the 4-day and 3-day schedule employees.
5. Pay for guarantee hours shall count as hours worked for the calculation of vacation eligibility and pension credits.
6. "Hours of work lost" as used in this memorandum to determine the amount of pay for absences, shall mean payment of 10 hours.
7. Employees working more than ten and one-half (10 1/2) consecutive hours shall be given a meal ticket.

P. *Implementation:*

It is understood that implementation of these work schedules will be determined by the Company in part depending upon production needs. Conventional or Extended Hours work schedules may be utilized if deemed appropriate by the Company. This includes the use of a conventional schedule on second shift ("B" crew) while first shift ("A" and "C" crews) are working extended hours. The Union will be informed of this change two (2) weeks in advance of such change.

Q. *Other Items:*

It is recognized that due to the complexity of this change problems may occur which were

not foreseen at the time this Memorandum was prepared. The Company and the Union will meet to discuss and resolve those issues on a timely basis.

1. The Company may, with notice to the Union, establish all continuous operations as one department/group or unit.
2. Sanitation jobs shall be posted in Continuous Operations Departments which will be the seniority department for these jobs and the schedule of work shall be in accordance with Continuous Operations documents.
3. Area Maintenance jobs may be posted for work in Continuous Operations Departments. The schedule of work shall be in accordance with Continuous Operations documents, but the seniority department for these jobs will continue to be D-880.
4. For any employee on a four (4) day schedule, double time will be paid for hours worked on a Sunday, when it is their seventh consecutive day worked.
5. Overtime shall be paid to employees working the C or D shift of a continuous hours schedule at double time after 12 hours of work in any one work day.
6. Maintenance employees on the four day schedule may be required to work a sixth consecutive day.
7. Effective 1/1/96, employees on "C" shift who are reduced from their shift for a period of more than 30 days will not lose job rights as outlined in paragraph 134.

APPENDIX E

- A. A Line Technician is a full time hourly employee selected by the Company to perform duties in addition to the normal duties assigned. The implementation of a Line Technician will be in accordance with the following conditions:
1. The Company will decide the number of Line Technicians required.
 2. The term of an employee as a Line Technician will be for one year. After one year, the Company may extend the assignment for successive one year periods or select a new Line Technician.
 3. A notice will be posted informing employees of an opening. Employees may sign the notice to indicate their interest in being considered for the position. Seniority governs where ability is relatively equal.
 4. The Line Technician will be paid \$.60 per hour above their base rate for the period of time assigned as a Line Technician.
 5. The Company may discontinue any Line Technician position at any time; if that is prior to the end of the twelve month period, the incumbent Line Technician will be paid the premium rate for an additional thirty (30) calendar days.
 6. The Company may remove an employee from the Line Technician job at any time for any reason.
- B. The Company shall prepare a written job description for each Line Technician and it

will include the definite duties of the job to which the Line Technician is assigned. The Line Technician's specific duties as shown in the job descriptions may include, but not limited to the following:

1. *Training*

- a. Train new employees
- b. Train other employees who post, bump, or are otherwise assigned to new or different jobs.

2. *Job Assignments*

May assign employees to perform jobs. This should be coordinated with the Department Supervisor to ensure that job rights are maintained.

3. May perform simple maintenance, i.e. lube, machine setup. Available to assist Maintenance to help troubleshoot a problem.

4. *Other Duties:*

- a. Can spell employees for emergency relief
- b. Supply materials and equipment
- c. Assist where needed in the areas of production, quality, safety, sanitation, and housekeeping
- d. Do paperwork if assigned by the Supervisor
- e. Other duties if assigned by the Supervisor

C. The Line Technician shall work the hours within their shift as assigned by Supervision and will be paid for any overtime hours according to the current labor agreement.

D. The Line Technician will not discipline,
will have the right to report problems to the
Department Supervisor, who in turn, may
elect to impose discipline.

APPENDIX F

A. General

1. A part-time employee is one who, when scheduled to report to work, works not less than four (4) hours a day nor more than twenty-nine (29) hours a week on jobs that are either:
 - a. "Short Hour Jobs" – For example: A four (4) hour crew to relieve for breaks. A maximum of ninety (90) employees may be hired for this work.
 - b. "Full Line Staffing Jobs" – For example: Filling in for full-time employees who are absent for non-scheduled absences or scheduled absences of less than one week or to relieve full-time employees of overtime. A maximum of ninety (90) employees may be hired for this work.
 - c. No part-time employees will be allowed to work prior to September 1, 1995. The employees limits in paragraphs a. and b. above shall not be exceeded without written agreement with the Union.
2. All other provisions of the current Labor Agreement will continue to apply unless they are in conflict with this appendix. In such case, this appendix shall apply.
3. It is understood that employment of part-time employees may create heretofore unanticipated questions which the Company and Union will meet to discuss and resolve as they may occur.

B. *Seniority*

1. A part-time employee shall be regarded as a probationary employee for the first sixty (60) calendar days.
2. When full-time openings occur, part-time employees shall be given first choice to the openings based on date of hire.
3. A part-time employee who is hired as a full-time employee shall have his or her full-time seniority date established as of this full-time date of hire. The full-time start date will be used in determining benefit eligibility for other contractual benefits not provided for in this memorandum.
4. A part-time employee who refuses four consecutive calls to report to work shall be considered a quit. However, the Company may, at its option, waive this requirement.
5. Two separate lists shall be maintained for part-time employees, one for "Short Hour Jobs" and one for "Full Line Staffing Jobs". However, an employee may request that his name appear on both lists with the understanding that any scheduling conflicts will be resolved by the Company.
6. Part-time employees acquire no job rights, and will be assigned at the needs of the Company.
7. Layoffs from "Short Hour Jobs" will be on the basis of the job affected. If more than one part-time employee is performing the job, the junior employee will be laid off.
8. Recalls from layoff to "Short Hour Jobs"

will be on the basis of seniority, assuming the employee has the necessary skill and ability to perform the job.

9. Full-time employees will not be laid off involuntarily when there are part-time employees working. Full-time employees shall be offered part-time work in lieu of layoff. However, part-time employees may continue working if full-time employees are not working because of:

- a. medical restrictions
- b. refusal of part-time work

Full-time employees who elect part-time work will be covered under the part-time agreement for guarantee, holiday pay and rate of pay for Sunday.

C. *Pay*

1. Part-time employees will be paid the same rate as a full-time employee with the same amount of seniority working on the same job. Note: If a part-time employee becomes full-time, the new hire progression does not start over.
2. The rate of pay on Saturday and Sunday, if that day is a work day, shall be the same as any other day.

D. *Guarantee*

1. Part-time employees shall be available and shall report for the hours and days of work as scheduled. A part-time employee who reports for work, without previous notification not to report for work, shall be guaranteed a minimum of four (4) hours work or

pay in lieu of work for that work day and such pay shall be at his basic hourly rate. Such guarantee time shall start at the time the employee is directed to report for work on that day. If an employee is tardy, the guarantee shall be reduced by the extent of the tardiness.

E. Holidays

1. Part-time employees will be eligible for all holidays observed by full-time employees.
2. To qualify for holiday pay:
 - a. A Short Hour employee must work the scheduled day before the holiday and the scheduled day after the holiday.
 - b. A Full Line Staffing employee must work all scheduled hours during the holiday week.
3. Part-time employees who have completed their probationary period shall receive four (4) hours holiday pay at their basic hourly rate of pay.
4. Part-time employees who work on a holiday shall receive four (4) hours holiday pay at their basic hourly rate of pay plus double time for all hours worked.

F. Vacations

1. Schedule - The following schedule shall apply for all part-time employees:

One (1) year of service	One (1) Week
Three (3) years of service	Two (2) Weeks
2. Vacation Pay - A part-time employee who has completed one (1) year or more of employment with the Company shall be

entitled to the following vacation pay:
Gross pay for preceding year divided by
fifty-two (52). However, vacation pay can
not exceed 29 hours per week.

Part-time employees may receive pay for
vacation in lieu of taking vacation time off
and are not eligible for any single vacation
days.

3. Part-time employees transferring to full-
time status will start the full-time vacation
eligibility period over based upon their full-
time start date.

APPENDIX G

- A. Possessing, using, purchasing, distributing, selling, being under the influence, or testing positive for drugs without medical authorization during an employee's work day or while on the Company's premises is prohibited.

Where there is probable cause to believe an employee's faculties are impaired on the job, the Company will require employees to undergo testing to determine the presence of drugs under any of the following conditions occurring on Company premises:

1. An employee who incurs an OSHA recordable injury of suspicious or unusual nature.
2. An employee causes injury to another.
3. An employee's actions result in equipment or property damage.
4. An employee's behavior gives indication of being "under the influence" or the behavior is unusual or suspicious in nature.

Under conditions 1. and 4. above, the Company shall reduce to writing the reason for administering the test, furnish a copy of the reason to the employee prior to testing and advise the employee of their right to consult with a Union Steward. Reasonable cause determination shall be reviewed by the Human Resources Manager, or his or her designee, prior to testing.

NOTE: An employee under the influence will be tested as soon as practical, but the employee will not be allowed to complete the shift.

Any employee who has positive results on the

test will be afforded an opportunity to undergo a Drug Rehabilitation treatment. If the employee elects not to undergo treatment, he/she will be terminated.

Upon satisfactory completion of the rehabilitation program and follow-up programs, the employee will have to pass two (2) urinalysis tests given at an off-site approved laboratory on a random basis within one year of returning to work. Any positive test within this one year period will result in termination. Should an employee voluntarily seek employee assistance for a drug relapse during the 12 month random testing period, the employee will be required to undergo any recommended treatment and the 12 month random testing period will start over with the new release date.

B. Procedure

When a condition in A above exists, the employee will be asked to submit to a medically supervised drug test (urinalysis).

1. If the employee refuses, or submits an adulterated sample during a properly supervised test, the employee will be terminated.
2. If the test is positive (above the cut-off limits for drugs on the mandated and approved list of the Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs), the employee will be offered the opportunity to undergo Rehabilitation. If the employee refuses, he/she will be terminated.

3. If the test is negative:
 - a. it will be the employee's option whether or not it will appear in the employee's file, and
 - b. the employee will be reimbursed for the time spent providing the sample.
 4. After a positive test and a successful completion of Rehabilitation, the employee will be subject to two (2) random drug tests within one (1) year of returning to work. If the employee refuses or tests positive, the employee will be terminated. If both tests are negative, the employee is considered to have completed the process.
 5. If the employee tests positive under a condition in A and then tests positive a second time during his/her employment, the employee will be terminated.
 6. It is recognized that certain legal drugs may influence behavior, have side effects, and/or be detected on a drug test. A person who tests positive, but only for a previously disclosed, proper dosage of a legal drug will not be subject to Steps 2 through 5 as a result of that positive test.
- C. It is the intent of the Company to comply with Iowa law that requires testing under probable cause until such law is modified, at which time the Company may modify the program to comply with any new law.

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2006

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