

**UFCW Local 7
And
Mission Foods
Final Tentative Agreement Resolving All Economic and Non-Economic
Proposals With Full Union Bargaining Committee Recommendation
August 4, 2016**

Revise Article 29 as follows:

Section 79. The current health care plan design and benefits shall remain in effect, except that it shall be amended to provide:

- (a) ~~an office visit co-pay of fifteen dollars (\$15.00).~~
- ~~(b) an employee deductible of six hundred dollars (\$600.00) and a family deductible of one thousand two hundred dollars (\$1,200.00) out of network.~~
- ~~(c) an out of pocket maximum of two thousand, five hundred dollars (\$2,500.00) for individuals and five thousand dollars (\$5,000.00) for family out of network. Upon ratification, participants in the plan shall pay an out of pocket maximum of six hundred dollars (\$600.00) for individuals and one thousand two hundred dollars (\$1,200.00) for family in network. Beginning on May 27, 2017, participants in the plan shall pay an out of pocket maximum of seven hundred dollars (\$700.00) for individuals and one thousand three hundred dollars (\$1,300.00) for family in network. Beginning May 26, 2018, participants in the plan shall pay an out of pocket maximum of eight hundred dollars (\$800.00) for individuals and one thousand five hundred dollars (\$1,500.00) for family in network.~~

(b) Employee Co-Premium

Tier	2017	2018
Single	\$16.02	\$18.12
Single + Child	\$25.64	\$27.74
Single + Spouse	\$27.66	\$29.76
Family	\$38.10	\$40.20

(c) Prescription Co-Pays

Generic Brand Co-Pay	\$ 9.00
Preferred Brand Co-Pay	\$12.50
Non-Preferred Brand Co-Pay	\$12.50

Specialty Brand Co-Pay	<u>20% coinsurance up to \$50.00</u>
Generic	\$ 9.00
Preferred	\$12.50
Non-Preferred	\$12.50
Maintenance Drugs	100% Coverage

- (d) Emergency Room Visits
\$245 Co-pay/visit 20% co-insurance
- (e) Urgent and Specialty Care
\$20 Co-pay/visit plus 20% co-insurance

Amend Section 30 of Article 12 to add to the first sentence: "Except as provided by Section 30a,..."

Add Section 30a: "Employees must take at least one full week of vacation per year. Eligible employees with sufficient vacation time may use up to five earned and unused vacation days per year in 8-hour increments. In no event may a single vacation day be taken during any week that has a holiday. Notwithstanding the provisions of Section 30 regarding vacation time in weekly increments, an employee may utilize remaining vacation that is less than 40 hours if they do not have sufficient accrued vacation time remaining to take the requisite week required under Section 30 after exercising their rights under this section. Such vacation, however, must be taken in the largest increment available, up to 40 hours, based on the employee's remaining vacation time. Employee must make a vacation request under this section at least two weeks before the day the employee wishes to take the vacation day. The Company will grant or deny the request at the Company's sole discretion based on production and scheduling needs and any other considerations considered relevant by plant management. This section does not increase the number of vacation days a person is entitled to under Section 29."

Article 38, Section 95: Employees will be eligible for \$75 reimbursement for safety footwear required by the Company.

Marie Watson's Letter of Agreement will remain in effect during the term of this Agreement.

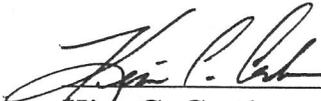
Three-year agreement to expire March 26, 2019.

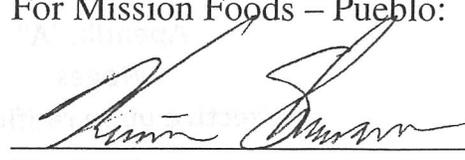
Wage Proposal Attached.

SIGNATURES ON ATTACHED PAGE 3

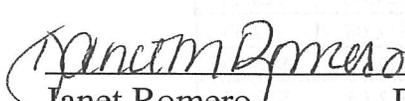
For the Union:

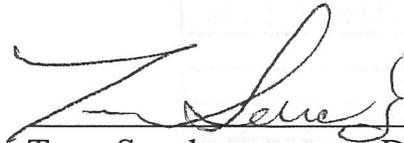
For Mission Foods – Pueblo:


Kim C. Cordova 8-4-2016
Date


Kevin Shuman 8-4-16
Date

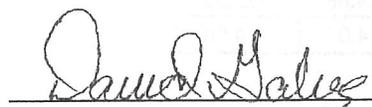

David Holman 8/4/16
Date


Janet Romero 8/4/16
Date


Tony Sanchez 8-4-16
Date


Noemi Ramirez 8/4/16
Date


Herandro Escoto 8-4-2016
Date


David Galvez 8-4-2016
Date

Appendix "A"
Wages
Effective upon ratification

Job Title	New Wages Year 1				
	Start	1 Month	3 Months	5 Months	6 Months
General Labor	\$10.68	\$11.01	\$11.35	\$11.67	\$12.00
Operator/Mixer	\$11.23	\$12.13	\$13.02	\$13.91	\$14.80
Head Operator (Corn, Chip)	\$10.92	\$11.81	\$12.69	\$13.58	\$14.47
Production Lead (Corn, Press, Chip)	\$10.83	\$11.83	\$12.82	\$13.82	\$14.81
Sanitation Lead	\$11.81	\$12.70	\$13.58	\$14.48	\$15.36
Sanitation Worker	\$10.64	\$11.11	\$11.58	\$12.06	\$12.53
Warehouse Worker	\$10.57	\$11.30	\$12.04	\$12.77	\$13.50
Packager	\$10.63	\$11.12	\$11.60	\$12.08	\$12.56
Chip Line Worker	\$10.63	\$11.12	\$11.60	\$12.08	\$12.56

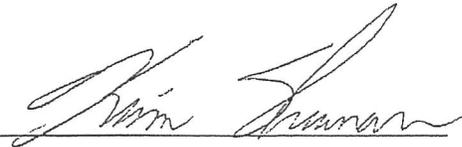
Job Title	New Wages Year 1				
	Start	2 Month	5 Months	6 Months	8 Months
Processing Breaker	\$11.20	\$11.78	\$12.35	\$12.93	\$13.51
TQ Inspector	\$10.56	\$11.31	\$12.07	\$12.82	\$13.57
Lead Helper	\$10.94	\$11.60	\$12.26	\$12.92	\$13.57
TQ Lead	\$14.12	\$14.29	\$14.46	\$14.64	\$14.81
Ingredient Mixer	\$10.56	\$11.31	\$12.07	\$12.82	\$13.57
Mechanic A	\$14.60	\$15.50	\$16.38	\$17.27	\$21.15
Mechanic B	\$11.41	\$12.81	\$14.22	\$15.63	\$18.04
Mechanic Lead	\$14.83	\$15.85	\$16.88	\$17.89	\$21.91
Lubricator	\$10.66	\$11.46	\$12.28	\$13.09	\$13.89
Parts Clerk	\$10.59	\$11.22	\$11.84	\$12.47	\$13.09
Warehouse Lead	\$14.23	\$14.40	\$14.57	\$14.77	\$14.92
Warehouse Driver	\$12.67	\$13.34	\$14.02	\$14.68	\$15.35
Shipping & Receiving	\$11.07	\$12.06	\$13.03	\$14.01	\$14.98

Maintenance Utility \$13.10
Maintenance Planner \$22.16

**UFCW Local 7
and
Mission Foods
Tentative Agreement
MARCH 18, 2016**

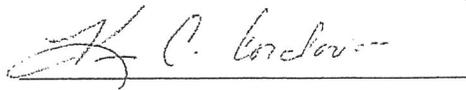
Revise the first paragraph of "Appendix B" as follows:

Beginning on January 1, 2014, and each year thereafter, employees will be allowed to carry forward accrued and unused Personal and Sick Days, up to a collective total of 12 days (that is, any combination of Personal and Sick Days that equals a maximum total of 12 days). Employees may choose to carry over unused 2013 personal days in lieu of incentive pay. Each employee will earn one (1) unpaid Personal Day for every two months worked. Each day shall be earned and awarded at the beginning of each two-month period. In addition to Personal Day accrual, each employee shall receive three (3) unpaid Sick Days per year. Sick days may be used to care for immediate family members as defined in the FMLA. Sick Days shall be awarded on March 1 of each year following January 1, 2014. For each day an employee misses work due to an illness, one (1) Sick Day shall be deducted from the employee's Sick Day bank. Sick Days shall be used simultaneously with any FMLA **and other** leave(s) of absence **under Section 68, Leaves of Absence for Illness or Injury, Section 70, Maternity Leave, Section 71(a), Leave of Absence for Care of Newborn or Adopted Child, and Section 71(b), Leave of Absence for Family Care, except employees will be able to retain and/or accrue up to three (3) Sick Days that shall not be used simultaneously with a leave under this section. For example, an employee with a bank of three Sick Days and nine Personal Days (totaling 12 Sick and Personal Days) who takes a five week leave, must use nine of those 12 days simultaneously with a leave, leaving a maximum of three Sick Days to be used, if needed, after the conclusion of the approved leave.** Employees who exhaust all Sick Days but require additional time off for illness or medically-excused absences must convert and use any available Personal Days as Sick Days. When an employee reaches the maximum twelve (12) personal/sick days accrued in a year, the excess will be banked to be paid out as incentive at the end of the year.



Company

3-18-2016
Date



UFCW Local 7

3-18-2016
Date

1917
1918
1919
1920
1921
1922

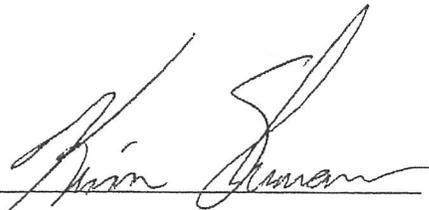
The following table shows the number of persons in the United States in 1917, 1918, 1919, 1920, 1921, and 1922, according to the Census Bureau. The population of the United States in 1917 was 92,227,000. In 1918 it was 93,890,000. In 1919 it was 95,450,000. In 1920 it was 97,000,000. In 1921 it was 98,500,000. In 1922 it was 100,000,000.

The following table shows the number of persons in the United States in 1917, 1918, 1919, 1920, 1921, and 1922, according to the Census Bureau. The population of the United States in 1917 was 92,227,000. In 1918 it was 93,890,000. In 1919 it was 95,450,000. In 1920 it was 97,000,000. In 1921 it was 98,500,000. In 1922 it was 100,000,000.

UFCW Local 7
and
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Tentative Agreement
MARCH 18, 2016

Add new section under Article 25:

“Absence due to appointment with a U.S. Government agency concerning immigration status will be treated as Company advance leave under the Company’s personal leave policy, and not recorded as an absence incident, provided the employee notifies Human Resources within two (2) days of receipt of notice of a required appointment and the employee provides documentation from the agency of such appointment. Employees may use vacation days in 8-hour increments when attending appointments with a U.S. Government agency under this section. In no event may vacation hours be used to increase total compensation beyond 40 hours per week. Notwithstanding the provisions of Section 30 regarding vacation time in weekly increments, and employee may utilize remaining vacation that is less than 40 hours if they do not have sufficient accrued vacation time remaining to take the requisite week required under Section 30 after exercising their rights under this section. Such vacation, however, must be taken in the largest increment available, up to 40 hours, based on the employee’s remaining vacation time.”



Company

3/18/2016

Date



UFCW Local 7

3/18/2016

Date

UFCW Local 7
and
Mission Foods
Tentative Agreement
March 4, 2016

APPENDIX "B"
ABSENTEE AND INCENTIVE POLICY

Employees who resign from the Company and provide two weeks notice and work all scheduled shifts for their final two weeks, may receive reimbursement for up to six (6) earned but unused Personal Days. Each reimbursed day will be paid at four (4) times the employee's regular hourly rate. Employer, at Employer's discretion, may accept the resignation and not require the Employee to work the final two weeks. If Employer waives the two-week period, Employee will remain eligible for the reimbursement set forth in this paragraph.



Company

3-4-16
Date



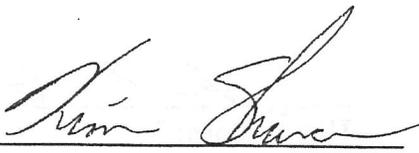
UFCW Local 7

3-4-16
Date

UFCW Local 7
and
Mission Foods
Tentative Agreement
March 4, 2016

ARTICLE 12
VACATIONS

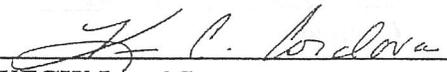
Section 30. Vacations may be started on any day of the week. Such vacations shall be paid at straight time rates for forty (40) hours. Employees who schedule vacations that extend over Saturday and Sunday shall not be paid for Saturday and Sunday and shall not be required to work those days during their scheduled vacations. Notice of vacation scheduling opportunities shall be posted in the lunchroom.



Company

3-4-16

Date



UFCW Local 7

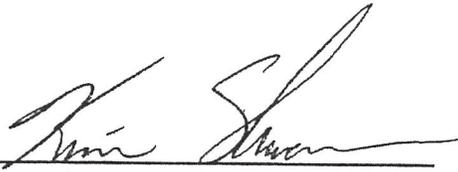
3-4-16

Date

UFCW Local 7
and
Mission Foods
Tentative Agreement
March 4, 2016

ARTICLE 8
WORKWEEK

Section 16. The regularly scheduled workweek for employees shall be **Sunday through Saturday**. The Company shall designate and have the right to change the starting time of all shifts. Insofar as possible, all employees shall be regularly scheduled for two (2) consecutive days off.



Company

3-4-16

Date



UFCW Local 7

3-4-16

Date

UFCW Local 7
and
Mission Foods
Tentative Agreement
March 4, 2016

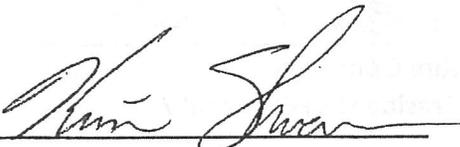
SECTION 21
SENIORITY

Section 49

When a vacancy occurs or a new job classification is established in other than a key position notice will be posted on the bulletin board and employees will have an opportunity to bid on the vacancy or new job. Employees shall have ~~four production~~ **seven 7 consecutive** days in which to sign up for the job in the production office **or the kiosk**. The most senior qualified employee shall receive the position and shall receive training, if necessary.

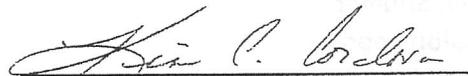
New paragraph

The Company shall allow probationary employees to bid on jobs.



Company

3-4-16
Date



UFCW Local 7

3-4-16
Date

Extension Agreement
Between
UFCW Local 7R
And Mission Foods,
A Division of Gruma Corporation

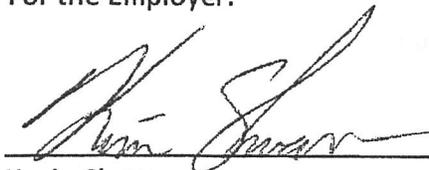
The Collective Bargaining Agreement (CBA) between UFCW Local 7R and Mission Foods, a Division of Gruma Corporation set to expire March 29, 2016 shall remain in full force and effect upon expiration until a successor agreement is reached or either party may cancel the Extension Agreement(s) with a seventy-two hour (72) notice delivered by certified mail.

The parties further agree that if an Agreement is reached between the parties such Agreement provides for any hourly pay raises to be effective from the first date of the new agreement that such changes would be effective retroactive to the 2016 contract expiration date in accordance with FSLA, *not as specified by the CBA.*

KS - KC

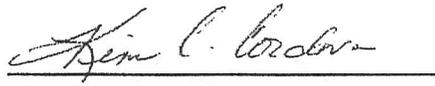
AGREED BETWEEN THE PARTIES THIS 24TH DAY OF MARCH 2016.

For the Employer:



Kevin Shumen
Mission Foods

For the Union:



Kim C Cordova
President UFCW Local 7

Appendix "A"
Wages
Effective March 26, 2018

Job Title	New Wages Year 3				
	Start	1 Month	3 Months	5 Months	6 Months
General Labor	\$11.33	\$11.66	\$12.00	\$12.32	\$12.65
Operator/Mixer	\$11.88	\$12.78	\$13.67	\$14.56	\$15.45
Head Operator (Corn, Chip)	\$11.57	\$12.46	\$13.34	\$14.23	\$15.12
Production Lead (Corn, Press, Chip)	\$11.48	\$12.48	\$13.47	\$14.47	\$15.46
Sanitation Lead	\$12.46	\$13.35	\$14.23	\$15.13	\$16.01
Sanitation Worker	\$11.29	\$11.76	\$12.23	\$12.71	\$13.18
Warehouse Worker	\$11.22	\$11.95	\$12.69	\$13.42	\$14.15
Packager	\$11.28	\$11.77	\$12.25	\$12.73	\$13.21
Chip Line Worker	\$11.28	\$11.77	\$12.25	\$12.73	\$13.21

Job Title	New Wages Year 3				
	Start	2 Month	5 Months	6 Months	8 Months
Processing Breaker	\$11.85	\$12.43	\$13.00	\$13.58	\$14.16
TQ Inspector	\$11.21	\$11.96	\$12.72	\$13.47	\$14.22
Lead Helper	\$11.59	\$12.25	\$12.91	\$13.57	\$14.22
TQ Lead	\$14.77	\$14.94	\$15.11	\$15.29	\$15.46
Ingredient Mixer	\$11.21	\$11.96	\$12.72	\$13.47	\$14.22
Mechanic A	\$15.25	\$16.15	\$17.03	\$17.92	\$21.80
Mechanic B	\$12.06	\$13.46	\$14.87	\$16.28	\$18.69
Mechanic Lead	\$15.48	\$16.50	\$17.53	\$18.54	\$22.56
Lubricator	\$11.31	\$12.11	\$12.93	\$13.74	\$14.54
Parts Clerk	\$11.24	\$11.87	\$12.49	\$13.12	\$13.74
Warehouse Lead	\$14.88	\$15.05	\$15.22	\$15.42	\$15.57
Warehouse Driver	\$13.32	\$13.99	\$14.67	\$15.33	\$16.00
Shipping & Receiving	\$11.72	\$12.71	\$13.68	\$14.66	\$15.63

Maintenance Utility \$13.75
Maintenance Planner \$22.81

Appendix "A"
Wages
Effective March 27, 2017

Job Title	New Wages Year 2				
	Start	1 Month	3 Months	5 Months	6 Months
General Labor	\$11.03	\$11.36	\$11.70	\$12.02	\$12.35
Operator/Mixer	\$11.58	\$12.48	\$13.37	\$14.26	\$15.15
Head Operator (Corn, Chip)	\$11.27	\$12.16	\$13.04	\$13.93	\$14.82
Production Lead (Corn, Press, Chip)	\$11.18	\$12.18	\$13.17	\$14.17	\$15.16
Sanitation Lead	\$12.16	\$13.05	\$13.93	\$14.83	\$15.71
Sanitation Worker	\$10.99	\$11.46	\$11.93	\$12.41	\$12.88
Warehouse Worker	\$10.92	\$11.65	\$12.39	\$13.12	\$13.85
Packager	\$10.98	\$11.47	\$11.95	\$12.43	\$12.91
Chip Line Worker	\$10.98	\$11.47	\$11.95	\$12.43	\$12.91

Job Title	New Wages Year 2				
	Start	2 Month	5 Months	6 Months	8 Months
Processing Breaker	\$11.55	\$12.13	\$12.70	\$13.28	\$13.86
TQ Inspector	\$10.91	\$11.66	\$12.42	\$13.17	\$13.92
Lead Helper	\$11.29	\$11.95	\$12.61	\$13.27	\$13.92
TQ Lead	\$14.47	\$14.64	\$14.81	\$14.99	\$15.16
Ingredient Mixer	\$10.91	\$11.66	\$12.42	\$13.17	\$13.92
Mechanic A	\$14.95	\$15.85	\$16.73	\$17.62	\$21.50
Mechanic B	\$11.76	\$13.16	\$14.57	\$15.98	\$18.39
Mechanic Lead	\$15.18	\$16.20	\$17.23	\$18.24	\$22.26
Lubricator	\$11.01	\$11.81	\$12.63	\$13.44	\$14.24
Parts Clerk	\$10.94	\$11.57	\$12.19	\$12.82	\$13.44
Warehouse Lead	\$14.58	\$14.75	\$14.92	\$15.12	\$15.27
Warehouse Driver	\$13.02	\$13.69	\$14.37	\$15.03	\$15.70
Shipping & Receiving	\$11.42	\$12.41	\$13.38	\$14.36	\$15.33

Maintenance Utility \$13.45
Maintenance Planner \$22.51