

**AGREEMENT**

*between*



*and*

**RETAIL, WHOLESALE  
AND DEPARTMENT STORE UNION  
LOCAL 220**

*Effective April 1, 2013  
Expires March 31, 2018*

K#

9504



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THE HISTORY OF THE

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# **THIS AGREEMENT**

Made by and between MOTT'S LLP of 4363 State Route 104, Williamson, NY (hereinafter referred to as the "Employer") and LOCAL UNION 220 OF THE RETAIL, WHOLESALE AND DEPARTMENT STORE UNION/UFCW, (hereinafter referred to as the "Union").

It is the earnest desire of the parties hereto to promote mutual good-will between the Employer and its employees at the Williamson Plant in the State of New York, with the sincere conviction that only by the continued existence of such goodwill can its business prosper with the resulting benefits and advantages to both the Employer, its employees, and the Union.

The Union and Employer have entered into a collective bargaining agreement covering wages, hours and other conditions of employment at the Employer's Williamson Plant for a period of five (5) years commencing April 1, 2013 and up to and including March 31, 2018.

The Employer agrees to provide the Union with a computer diskette of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree as follows:

## **ARTICLE I. BARGAINING UNIT**

SECTION 1. The bargaining unit shall include all employees employed by the Employer at its Williamson Plant in the State of New York, except supervisors, security officers and office employees.

## **ARTICLE II. RECOGNITION**

SECTION 1. The Employer recognizes the Union as the sole and exclusive bargaining agent during the period of the agreement for all employees who are members of the bargaining unit irrespective

of their membership or non-membership in the Union except supervisors, security officers and office employees.

### **ARTICLE III. UNION MEMBERSHIP AND SECURITY**

**SECTION 1.** During the term of this Agreement, all present employees except supervisors, security officers and office employees shall maintain their good standing as members of the Union, and all new employees hired for regular employment, shall become members of the Union on their 31st day of employment and remain in good standing while in the employ of the Employer. The foregoing provision is not effective unless this Union complies with mandatory governmental regulations governing Union Security. The Local Union shall have two (2) representatives at orientation of new employees to cover Union membership for up to one (1) hour. One (1) representative shall be paid by the Employer and one (1) paid by the Union.

**SECTION 2.** It is expressly understood and agreed that the right to select and determine the numbers of employees to be hired shall remain in the sole and exclusive discretion of the employer. Any employee unjustly affected by the foregoing shall have recourse to the grievance procedure as outlined in **ARTICLE XV. GRIEVANCE AND ARBITRATION.**

### **ARTICLE IV. CHECKOFF**

**SECTION 1.** The Employer agrees to deduct from the wages of each employee covered by this agreement, the initiation fees, dues and assessments as the same may be or become due from said employees to the Union as members thereof, and to remit the same to the Union on or before the 10th day of each month; provided, however, that the Union first obtains and delivers to the Employer a written authorization executed by each of the respective employees authorizing and directing the Employer to make such deductions from wages by way of Direct Deposit into the Union's account.

SECTION 2. The Employer will annually checkoff and transmit to the Treasurer of Local 220 Political Action Committee voluntary contributions to Local 220 P.A.C. from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by Local 220 P.A.C.. The specific amount of such voluntary contributions shall be as specified in such forms and in conformance with any applicable state or federal statute, including an executed authorization by each employee directing the Employer to make such deduction. The Union hereby agrees to hold the Employer harmless for any claim which may arise under this Section.

## **ARTICLE V. NO STRIKE, NO LOCKOUT**

SECTION 1. During the term of this agreement, the Union guarantees the Employer on behalf of itself and each of its members, that there will be no authorized strike of any kind, boycott, picketing work stoppage, slowdown or any other type of organized interference with the Employer's business.

SECTION 2. In the event any violation of the previous paragraphs occurs, which is unauthorized by the Union, the Employer agrees that there shall be no liability on the part of the Union or any of its officers or agents, provided that in the event of such unauthorized action, the Union meets the following conditions:

- (1) The Union shall declare publicly that such action is unauthorized;
- (2) The Union shall promptly order its members to return to work notwithstanding the existence of any wildcat picket line; and
- (3) The Union shall not question the right of the Employer to discipline or discharge employees engaged in, participating in or encouraging such action.

SECTION 3. It is understood that such action on the part of the Employer shall be final and binding upon the Union and its mem-

bers and shall in no case be construed as a violation by the Employer of any provision of this agreement. However, an issue of fact as to whether or not any particular employee has engaged in, participated in or encouraged any such violation may be subject to grievance procedure and/or arbitration.

SECTION 4. The Employer guarantees the Union that there will be no lockout.

## **ARTICLE VI. HOURS AND CONDITIONS**

SECTION 1. The ordinary work day for all regular employees shall be eight (8) hours. The ordinary work week shall be forty (40) hours. Time and one half shall be paid for all "Daily Overtime Hours". It is the intention that no time and one half be paid for any "Weekly Overtime Hours" that have already been computed as "Daily Overtime Hours". There shall be no days off in lieu of payment. The Employer shall have the right to change the starting time of any shift but agrees to give at least twenty-four (24) hours notice to employees affected. If less than twenty-four (24) hours notice is given, the affected employees shall receive one (1) hour of pay as penalty for late notification. Once an employee starts a shift for that work week, the employee stays on that shift unless the employee voluntarily agrees to the change.

SECTION 2. During the calendar year the Employer may choose to work a 4 day/10 hours per day work schedule. When working these hours it is agreed to the following:

- (1) Ten (10) hour workdays will be paid at straight time pay. Employees working past ten (10) hours per day or completing forty (40) hours of straight time will be compensated at one and one half (1 1/2) times their hourly rate.
- (2) Holidays, jury duty and funeral leave occurring during this working period will be compensated at ten (10) hours straight time rate.
- (3) In moving into/out of this shift pattern, the Company agrees

to give the affected employees a minimum of ten (10) day's notice of a shift pattern change. Once the pattern has been initiated, the Company agrees that it will stay in that pattern for a minimum of four (4) weeks.

- (4) The Employer will either schedule days Monday through Thursday or Tuesday through Friday.

SECTION 3. Any regular employee ordered to report to work shall receive four (4) hours minimum pay.

- (1) When a majority of a regular employee's consecutive hours of work designate such employees as "C" shift workers (evening shift), said employees will receive a premium for all consecutive hours worked of twenty-five cents (\$.25) per hour.
- (2) When a majority of regular employee's consecutive hours of work designate such employee as "A" shift workers (late night/graveyard) said employee will receive a premium of thirty-five cents (\$.35) per hour for all such consecutive hours worked.

SECTION 4. Group Leaders will be compensated \$1.25 per hour in addition to their normal classified base pay. Group Leaders do not have the authority to hire, fire or discipline bargaining unit employees but may be called upon to investigate safety, quality or productivity issues and present that information to management. Group Leaders can be asked to provide technical feedback regarding an applicant's skills and abilities. Group Leaders are governed by the rules of the National Labor Relations Act regarding Union employees. If such an issue should arise, the parties agree to meet as soon as practicable to address the issue in question. The meeting shall include the Human Resources Manager and / or his designated representative, two (2) representatives from the Union and the Group Leader in question.

SECTION 5. All employees will receive 5 shirts/year (long sleeve tee, short sleeve tee or snap shirts) and 2 sweatshirts/year allowance for uniform clothing. Skilled trades 12P E/M and/or 11 M/E rental

expense will continue to be paid by the Employer. Slip resistant safety shoes or boots with toe protection allowance of \$100 per year. All uniforms will be delivered on or about April 1. One (1) pair of insulated coveralls or one (1) pair of bib overalls and a coat will be provided annually on or about October 1 for the following positions:

- Yard Fork Truck Operator
- Floor Scrubber / Rodent Control Specialist
- Truck Drivers: OTR and Class A
- Fork Truck Mechanic

A coat and bib overalls will be provided once every third year for the following positions:

- Blender 1A
- Blender 1B
- Evaporator Operator
- Apple Juice Prep Operator
- Materials Attendant
- Cooler Operator
- Skilled Trades
- Recycling Operator
- Wash Room Operator
- Fork Truck Operators

Any employee wishing to purchase winter gear may purchase at their own cost through the Employer's vendor. If the Employer desires the employees to wear special uniforms, they shall be provided by the Employer at no cost to the employee. Style and quantity of uniforms will be determined by the Employer.

Section 6. Overtime Assignments. The Employer determines staffing requirements, including if and when overtime will be required, and nothing herein shall be construed as a limitation on the Employer's right to require overtime work, provided it pays the

employees on the basis herein. The definition of department is: Production, Maintenance, Juice Preparation, Material Handling, and Sanitation. Employees will be scheduled on their respective shifts first. Daily unscheduled overtime will be first offered to the person performing the job. If a more senior classified operator wants to claim daily scheduled overtime for the following week, they may do so, but will be required to work that job for the full week, unless mutually agreed upon. Daily overtime during commissioning (scheduled or unscheduled) will be first offered to the person performing the job. For the purpose of clarification, daily scheduled overtime is anticipated and assigned on the manpower log in the week prior. Daily unscheduled overtime is work that occurs during a particular work week that is unplanned, and therefore is not assigned on the weekly manpower log. Unplanned vacancy is defined as a vacancy during a particular work day due to illness, injury, or unanticipated absence. When the unplanned vacancy results in overtime, the Employer must make an attempt to offer this overtime, by order of plant seniority, to the employees in the original effected classifications utilizing the following method: The Employer and the Union agree to create a voluntary call-in list, to be updated annually in August. This list will provide names of employees who agree to work overtime, and the telephone number at which the Employee can be reached. Should an employee decline overtime on three (3) consecutive occasions, their name shall be removed from the call-in list until the next annual update.

Employees who want to work overtime must indicate such by utilizing the designated volunteer method.

- (1) Employees will sign up for the day they wish to be available for overtime in their department and/or plant-wide on the corresponding daily overtime sheets.
- (2) Employees who wish to remove their name from the overtime sheet must give notification to the Employer prior to the final assignment.

- (3) When a scheduled overtime assignment becomes available, the Employer will utilize the following procedures:
- (a) Overtime for classified jobs first will be assigned to the highest senior employee within the department on that shift holding the particular classified job and who signed the sheets; next, the overtime will be assigned to the highest senior employee within the department holding the particular classified job and who signed the sheets.
  - (b) If the overtime cannot be filled based on part a), the overtime will be assigned to the highest senior qualified employee within the department, and who signed the daily overtime sheet. In the event employees volunteer from both adjacent shifts, the overtime will be split between the two high senior qualified volunteers of those shifts.
  - (c) If the overtime cannot be filled based on part a), or b) the overtime will be assigned to the highest senior qualified employee who signed the daily plant-wide overtime sheet.
  - (d) If qualified temporary employees are available, they will be utilized before any employees with seniority (e, f, or g below)
  - (e) If the overtime cannot be filled based on part a), b), c), or d) the overtime first will be assigned to the lowest senior employee within the department holding that particular job classification on that shift; next the overtime will be assigned to the lowest senior employee within the department holding that particular job classification.
  - (f) If the overtime cannot be filled based on part a), b), c), d), or e) the overtime will be assigned to the lowest senior qualified employee within the department.
  - (g) If the overtime cannot be filled based on part a), b), c), d), e), or f) the overtime will be filled with the lowest senior qualified employee plant-wide.

- (4) In the event a forced employee identifies a volunteer willing to substitute for him/her prior to the shift starting, that volunteer, if qualified, may take on the overtime assignment as long as the replacement has been approved by the Employer.
- (5) Any unexpected overtime (i.e.: mechanical breakdown) as a result of work running beyond its normal shift that is not relieved by a subsequent shift will be assigned to those employees who are working on that particular line at the end of the scheduled shift. The Employer will make reasonable efforts to notify employees as soon as possible of required overtime, and will post a voluntary signup sheet. The affected employee may seek relief under part (4) above.
- (6) No employee will be forced to work more than two (2) hours over their normal schedule shift in any given twenty-four (24) hour period. Advance notice of overtime will be provided where practicable. No employee may volunteer to work more than sixteen (16) hours in any twenty-four (24) hour period. Weekend forced scheduled hours shall not exceed eight (8) hours per shift. Reasonable efforts shall be made to post the tentative weekend schedule on Thursday by one (1:00) p.m.
- (7) Forced overtime assignments shall be limited to production, maintenance, loading and unloading freight, changeover, PM, COP, and CIP. In addition, forced overtime may be utilized for preparation for food safety and other audits, provided that the required overtime occurs within thirty (30) days of the scheduled audit, and further provided that the Employer posts a voluntary overtime sign-up list for at least one week prior to date the actual overtime is to occur.
- (8) To be eligible for an overtime assignment the employee must be available to fulfill the entire overtime assignment. For full shift assignments, shifts may be split between two (2) employees provided they split the shift into two (2) equal blocks. Preference for scheduling will be given to the employee who is available to work the full shift assignment.

SECTION 7. The Employer will not layoff employees from their regular hours for the sole purpose of equalizing the time and to avoid overtime, nor will employees be required to work a split shift or be sent home during regular hours to avoid overtime.

SECTION 8. The Employer will provide bulletin boards in convenient places in the plant for the exclusive use of the Union for the posting of Union notices relating to meetings, dues, entertainment or Union business. Union campaign literature will not be permitted. All notices must be submitted to the Human Resources office for posting.

SECTION 9. When an "Aseptic Line Technician" works in the clean room, said employee will receive a premium for all hours worked that shift of one dollar (\$1.00) per hour.

SECTION 10. It is agreed that the Employer will reimburse regular employees for Truck Driver Licensing Renewal Fees and endorsements that are required by their job classification.

#### **ARTICLE VII. 12 HOUR CONTINUOUS OPERATION**

SECTION 1. The Company may require specific individuals, by department, to work on a (12) hour continuous operation. In moving into / out of this shift pattern, the Company agrees to give the affected employees a minimum of ten (10) day's notice of a shift pattern change. Once the pattern has been initiated, the Company agrees that it will stay in that pattern for a minimum of four (4) weeks. Shift pattern is to be defined as three (3) 12 hour days the first week and four (4) 12 hour days the second week then repeat:

- 3 day work week will be Sunday, Wednesday and Thursday
- 4 day work week will be Monday, Tuesday, Friday, Saturday

The following will be the governing rules:

SECTION 2. Hours & Overtime

- (1) The work week will commence at 6:00 am Sunday morning.

- (2) The 24 hour "workday" will run from 6:00 am one day through until 6:00 am the next day. Therefore the "Monday" workday will start at 6:00 am Monday and end at 6:00 am Tuesday (at the end of the "Monday" night shift). This means that for the purposes of overtime pay "Sunday" will start at 6:00 am Sunday morning and end at 6:00 am Monday morning. That is if you work a "Sunday" night shift, all 12 hours through until 6:00 am Monday morning will be paid at time and one half. Conversely if you work a "Saturday" night shift from 6:00 pm Saturday to 6:00 am Sunday, all 12 hours will be at straight time.
- (3) Calculations of hours worked in a week for the purposes of overtime payment will commence at 6:00 am Sunday (the beginning of the workweek).
  - (a) 1 1/2 x after 36 hours in 3 day week.
  - (b) 1 1/2 x after 40 hours weekly or after 12 hours daily.
  - (c) 1 1/2 x on scheduled Sunday.
  - (d) 2 x on non-scheduled Sunday.

### SECTION 3. Pay Provisions

- (1) Jury Duty: difference between wages and jury pay.
- (2) Funeral Leave: 12 hours per day if scheduled to work, per funeral leave policy.
- (3) Breaks:
  - (a) 3 - 10 minute - paid.
  - (b) 1 - 30 minute - paid.
- (4) Shift Premium: \$.35 per hour worked on 6 pm - 6 am shift.

### SECTION 4. Vacations

- (1) 1 week vacation = 40 hours.
- (2) # of 12 hour days of vacation = (# of weeks of vacation) times 40 divided by 12 (i.e. 2 weeks vacation x 40 / 12 = six 12 hour days + 8 hours left over).
- (3) Vacation must be taken in "week" blocks - for the purposes of PhD this will equal either three or four 12 hour day blocks.

- (4) These 3 or 4 day blocks need not all be in one calendar week.
- (5) Employees with three or more weeks vacation may take up to one week (three or four 12 hour days) in less than one week blocks (i.e. may take 3 or 4 individual 12 hour days).
- (6) Clearly it is likely that (after employees have taken all their 12 hour day vacation entitlement) they may end up with 4 or 8 hours of vacation time left over. The employee can elect to take a part day vacation, not take this vacation time and be paid the straight time rate for it, or take a full day vacation but only get paid for their outstanding vacation entitlement (i.e. if he had 4 hours left over he could take the day off but only get paid for 4 hours).
- (7) The Company reserves the right to approve all vacation requests in order to ensure adequate line coverage (i.e. we would not allow all trained filler technicians on one crew to go on vacation at the same time).
- (8) Those employees affected by a change in schedule into / out of 12 hour continuous operations will have an opportunity to modify their vacation requests. In the event of a conflict, seniority will prevail.

#### SECTION 5. Holidays

- (1) The continuous operation conditions in the Union Contract require employees to work all Plant Holidays if it is their "scheduled" shift.
- (2) Employees who work on a Plant Holiday will be paid double time for hours worked plus Holiday Pay.
- (3) Employees who are not scheduled to work on a Plant Holiday will receive 8 hours (straight time) "Holiday" pay. With respect to only those employees who are working a twelve (12) hour shift pattern when a holiday falls on a day such employees have been scheduled to work and do not work, those employees shall receive holiday pay equivalent to twelve (12) hours of straight time pay.
- (4) To be eligible to receive Holiday Pay, employees must work

all scheduled hours the day before and all scheduled hours the day after the Holiday. Exceptions to this rule will be for employees who have an approved scheduled vacation day(s) surrounding the Holiday.

- (5) The parties acknowledge and agree that Article VII, Section 5 (4) and Article VIII, Section 4 establish eligibility requirements to receive holiday pay, including, specifically, the requirement that the employee must have worked all scheduled hours the day before and the day after the holiday. The parties further agree and acknowledge that it is not always practical to determine whether the requirements have been fulfilled at the time payroll processes holiday pay, resulting, in some instances, in employees receiving holiday pay in a paycheck even though the requirements for receipt of such pay were not actually met (e.g., the employee failed to work scheduled hours the day after the holiday). Therefore, the parties agree that any such improper payments may be deducted from the employee's paycheck pursuant to an agreed-upon payment schedule or as otherwise permitted by law. Prior notice of any such deduction will be provided to the employee and the Union, and the employee will be asked to sign an acknowledgement form. Any disputes concerning the propriety of recoupment overpayments shall be subject to the grievance and arbitration procedures of Article XV. The parties intend this Section to comply with New York law and agree to conform this provision to any newly issued regulations dictating a change.

Other forms of accidental overpayments shall be processed in the same manner consistent with New York law, as it may be amended from time to time.

## 12 HOUR CONTINUOUS OPERATION HOLIDAY SCHEDULE

### 2013

New Year's Day – January 1, 2013	Tuesday
Easter – March 31, 2013	Sunday
Memorial Day – May 27, 2013	Monday
Independence Day – July 4, 2013	Thursday
July 5, 2013	Friday (Floater #1)
Labor Day – September 2, 2013	Monday
Thanksgiving Day – November 28, 2013	Thursday
Day After Thanksgiving – November 29, 2013	Friday
December 23, 2013	Monday (Floater #2)
Christmas Eve – December 24, 2013	Tuesday
Christmas Day – December 25, 2013	Wednesday
New Year's Eve – December 31, 2013	Tuesday

### 2014

New Year's Day – January 1, 2014	Wednesday
Easter – April 20, 2014	Sunday
Memorial Day – May 26, 2014	Monday
July 3, 2014	Thursday (Floater #1)
Independence Day – July 4, 2014	Friday
Labor Day – September 1, 2014	Monday
Thanksgiving Day – November 27, 2014	Thursday
Day After Thanksgiving – November 28, 2014	Friday
Christmas Eve – December 24, 2014	Wednesday
Christmas Day – December 25, 2014	Thursday
December 26, 2014	Friday (Floater #2)
New Year's Eve – December 31, 2014	Wednesday

## 2015

New Year's Day – January 1, 2015	Thursday
January 2, 2015	Friday (Floater #1)
Easter - April 5, 2015	Sunday
Memorial Day – May 25, 2015	Monday
July 3, 2013	Friday (Floater #2)
Independence Day – July 4, 2015	Saturday
Labor Day – September 7, 2015	Monday
Thanksgiving Day – November 26, 2015	Thursday
Day After Thanksgiving – November 27, 2015	Friday
Christmas Eve – December 24, 2015	Thursday
Christmas Day – December 25, 2015	Friday
New Year's Eve – December 31, 2015	Thursday

## 2016

New Year's Day – January 1, 2016	Friday
Easter – March 27, 2016	Sunday
Memorial Day – May 30, 2016	Monday
Independence Day – July 4, 2016	Monday
July 5, 2016	Tuesday (Floater #1)
July 6, 2016	Wednesday (Floater #2)
Labor Day – September 5, 2016	Monday
Thanksgiving Day – November 24, 2016	Thursday
Day After Thanksgiving – November 25, 2016	Friday
Christmas Eve – December 24, 2016	Saturday
Christmas Day – December 25, 2016	Sunday
New Year's Eve - December 31, 2016	Saturday

## 2017

New Year's Day – January 1, 2017	Sunday
Easter – April 16, 2017	Sunday
Memorial Day – May 29, 2017	Monday
July 3, 2017	Monday (Floater #1)

Independence Day - July 4, 2017	Tuesday
July 5, 2017	Wednesday (Floater #2)
Labor Day - September 4, 2017	Monday
Thanksgiving Day - November 23, 2017	Thursday
Day After Thanksgiving - November 24, 2017	Friday
Christmas Eve - December 24, 2017	Sunday
Christmas Day - December 25, 2017	Monday
New Year's Eve - December 31, 2017	Sunday

### 2018

New Year's Day - January 1, 2018	Monday
Easter - April 1, 2018	Sunday

## ARTICLE VIII. HOLIDAYS

SECTION 1. An employee on leave of absence (personal or workers' compensation) shall not be paid for a holiday which occurs while the employee is on such leave. All active employees shall be paid for the following legal holidays:

### 8 HOUR HOLIDAY SCHEDULE

#### 2013

New Year's Day - January 1, 2013	Tuesday
Good Friday - March 29, 2013	Friday
Memorial Day - May 27, 2013	Monday
Independence Day - July 4, 2013	Thursday
July 5, 2013	Friday (Floater #1)
Labor Day - September 2, 2013	Monday
Thanksgiving Day - November 28, 2013	Thursday
Day After Thanksgiving - November 29, 2013	Friday
December 23, 2013	Monday (Floater #2)
Christmas Eve - December 24, 2013	Tuesday
Christmas Day - December 25, 2013	Wednesday
New Year's Eve - December 31, 2013	Tuesday

## 2014

New Year's Day – January 1, 2014	Wednesday
Good Friday – April 18, 2014	Friday
Memorial Day – May 26, 2014	Monday
July 3, 2014	Thursday (Floater #1)
Independence Day – July 4, 2014	Friday
Labor Day – September 1, 2014	Monday
Thanksgiving Day – November 27, 2014	Thursday
Day After Thanksgiving – November 28, 2014	Friday
Christmas Eve – December 24, 2014	Wednesday
Christmas Day – December 25, 2014	Thursday
December 26, 2014	Friday (Floater #2)
New Year's Eve – December 31, 2014	Wednesday

## 2015

New Year's Day – January 1, 2015	Thursday
January 2, 2015	Friday (Floater #1)
Good Friday – April 3, 2015	Friday
Memorial Day – May 25, 2015	Monday
July 2, 2013	Thursday (Floater #2)
Independence Day – July 3, 2015	Friday (Observed)
Labor Day – September 7, 2015	Monday
Thanksgiving Day – November 26, 2015	Thursday
Day After Thanksgiving – November 27, 2015	Friday
Christmas Eve – December 24, 2015	Thursday
Christmas Day – December 25, 2015	Friday
New Year's Eve – December 31, 2015	Thursday

## 2016

New Year's Day – January 1, 2016	Friday
Good Friday – March 25, 2016	Friday
Memorial Day – May 30, 2016	Monday
Independence Day – July 4, 2016	Monday

July 5, 2016	Tuesday (Floater #1)
July 6, 2016	Wednesday (Floater #2)
Labor Day – September 5, 2016	Monday
Thanksgiving Day – November 24, 2016	Thursday
Day After Thanksgiving – November 25, 2016	Friday
Christmas Day – December 26, 2016	Monday (Observed)
Christmas Eve – December 27, 2016	Tuesday (Observed)
New Year's Eve - December 28, 2016	Wednesday (Observed)

### 2017

New Year's Day – January 2, 2017	Monday (Observed)
Good Friday – April 14, 2017	Friday
Memorial Day – May 29, 2017	Monday
July 3, 2017	Monday (Floater #1)
Independence Day - July 4, 2017	Tuesday
July 5, 2017	Wednesday (Floater #2)
Labor Day – September 4, 2017	Monday
Thanksgiving Day – November 23, 2017	Thursday
Day After Thanksgiving – November 24, 2017	Friday
Christmas Day – December 25, 2017	Monday
Christmas Eve – December 26, 2017	Tuesday (Observed)
New Year's Eve - December 27, 2017	Wednesday (Observed)

### 2018

New Year's Day – January 1, 2018	Monday
Good Friday – March 30, 2018	Friday

Employees are to be paid at their regular rate of pay plus shift premium where applicable based on eight (8) daily working hours, when not worked. Each employee shall be paid double time for all such legal holidays and hours on Sundays which he shall work during the time period starting at 12:00 AM and ending at midnight.

SECTION 2. Holidays will be considered "live time" for the pur-

pose of computing overtime.

SECTION 3. Employees who have been out of work less than four (4) weeks due to disability shall be entitled to the difference between their disability pay and holiday pay for those holidays which occur during that period.

SECTION 4. To be eligible to receive Holiday Pay, employees must work all scheduled hours the day before and all scheduled hours the day after the Holiday. Exceptions to this rule will be for employees who have an approved scheduled vacation day(s) surrounding the Holiday. The Parties agree that the provisions of Article VII, Section 5 (5) with respect to the recoupment of Holiday Pay apply under this Article as well.

## ARTICLE IX. VACATIONS

SECTION 1. The vacation year shall be a twelve (12) month period measuring from January 1 through December 31 of each calendar year. During such period, the Employer may, if business conditions permit, shut down all or part of its operation for two (2) or more weeks during the months of July and August. The Employer shall notify the Union of its intent to shut down or change the dates of its shut down by no later than April 1 of the year in which that shut down is applicable. Employees who are eligible for two (2) or more weeks of vacation may be scheduled for one (1) week of their vacation during this period.

SECTION 2. Less than 1 year of continuous service:

Month of Hire	Days of Vacation
January - March	5 days
April - June	4 days
July - August	3 days
September - October	2 days
November - December	1 day

Vacation Service	Weeks of Vacation due
At least 1 year but less than 3 years of continuous service:	1 week
At least 3 years but less than 7 years of continuous service:	2 weeks
At least 7 years but less than 13 of continuous service:	3 weeks
At least 13 years but less than 22 years of continuous service:	4 weeks
At least 22 years of continuous service:	5 weeks
30th anniversary year and every 3rd year thereafter:	6 weeks

SECTION 3. All vacation pay will be based on the regular wage rate of such employee, up to but not to exceeding forty (40) straight time hours per week of full pay.

SECTION 4. Vacation pay for each new calendar year shall be pro-rated for time not worked in the previous year (taking into consideration approved time off for vacation, funeral, jury duty, personal days, union leave and FMLA approved events). To qualify for vacation pay an employee must meet the following:

<u>Hours Worked</u>	<u>Vacation Pay</u>
1400 Hours or more	Full vacation pay

For those employees who are credited with less than one thousand four hundred (1400) hours worked in an anniversary year, vacation pay shall be pro-rated by dividing the number of actual hours credited by 2080, which shall represent the percentage of full vacation pay to which that employee is entitled.

SECTION 5. Employees shall have the right to draw up their vacation schedules, subject to approval by the Employer and provided that such schedules do not interfere with the Employer's operations and protection.

SECTION 6. The vacation weeks, as determined by the vacation payments issued during the twelve (12) months prior to January 1 of the vacation period, shall be regarded the same as working weeks in determining whether a regular employee qualified for a vacation.

SECTION 7. Employees entitled to weeks of vacation due in excess of two (2) weeks may take one (1) week of such vacation due in allotments of less than five (5) consecutive days subject to the following:

- (1) The employee must give at least five (5) days written notice of his intent to take vacation in allotments of less than five (5) consecutive days.
- (2) The Employer will endeavor, as far as practical, to grant said vacation preference requests provided said requests do not interfere with the principles of maintaining efficient operating conditions.
- (3) The employee may take up to two (2) of these days in 1/2 day increments. These 1/2 day increments must occur either starting at the beginning of a shift or ending at the end of a shift.
- (4) Full vacation weeks take preference in scheduling over partial vacation weeks.
- (5) In circumstances of a layoff, employees may elect to reschedule vacation and/or personal days to cover the days that the employees will be laid off. For purposes of utilizing vacations during layoff, vacation weeks may be split into increments of less than one full week.

SECTION 8: An Employee's anniversary date will be the date that will be used when figuring all earned vacation weeks. If an employee earns an extra week of vacation it may be scheduled at anytime during the year it accrues.

SECTION 9. An Employee will not be allowed to work during their vacation starting with the preceding Sunday and the following Saturday.

SECTION 10. Employees who elect to utilize a full week of vacation during holiday weeks will be paid holiday and vacation pay at the regular straight time wage rate of the employee.

SECTION 11. No employee may take more than two (2) consecutive weeks of vacation at any time throughout the year without permission from the Employer.

SECTION 12. Employees will be limited to two (2) weeks vacation during peak summer vacation (May 15th – Sept 15th), unless more time is available and is approved by the Employer.

SECTION 13. Vacation requests will be scheduled by the Employer in order of plant seniority, subject to the Employers' determination of scheduling and production needs.

SECTION 14. The Employer will endeavor to provide vacation request forms, to all eligible employees, by December 31 for the following year's vacation schedule. Employees shall submit their vacation requests prior to February 1. Should an employee fail to make the vacation selection(s) by February 1, the employee will lose seniority for the selection of vacation for his/her unscheduled week(s) for that year and the Employer will schedule his/her remaining vacation week(s) so as not to disrupt the efficiency of operations. If a vacation conflict arises after February 1, the Employer will notify the employee of the conflict and the employee must respond within one business day with a revised vacation request. Failure to timely respond will result in the loss of seniority for the selection of vacation for the week(s) in question. The Employer will provide confirmation of approved vacation schedules by April 1.

SECTION 15. The Employer will endeavor to keep the employee's vacation time as scheduled, subject to the requirements of the business.

SECTION 16: All employees are eligible for two (2) paid personal days per calendar year to be paid at their regular hourly rate. The Employer will no longer require reason of absence for existing two paid personal days. Employees who have given one week or more in advance notice will not be denied provided there is qualified ade-

quate coverage. In the event of an emergency, special consideration will be given by management. Employees are allowed to sign up to work voluntary overtime on the same day they take a personal day, but on a different shift.

## **ARTICLE X. TEMPORARY EMPLOYEES**

**SECTION 1.** The Employer may use Agency Temporary Employees to fill general labor positions and to supplement fulltime yard employees as provided in Section 2. for a period not exceeding 180 days in a rolling calendar year.

**SECTION 2.** During MSAS and peak AJC production, Temps can be used to supplement Full-Time yard employees. The Employer will notify the Union upon the start-up and completion of both seasons, not to exceed 6 months total.

**SECTION 3.** The number of total Temps hired by the Employer cannot exceed 10% of the total Union full-time workforce in any given period, excluding the following:

- (a) Additional Temps can be hired to fill in for open machine operator positions resulting from employees on vacation, personal days, funeral leave, unplanned absences or leaves of absence.
- (b) The Union recognizes that there may be special projects that are short-term in nature (such as reprocessing, reconditioning, commissioning, Chunky MSAS, etc.), that require additional Temps to be hired by the Employer, not to exceed thirty (30) days. Upon the origin of special projects, the Employer will notify the Union, prior to implementation. Upon completion of these special projects, these additional Temps will no longer be employed by the Employer.
- (c) Where it is mutually agreed upon by both the Union and the Employer, additional Temps may be hired.
- (d) The Employer agrees not to employ any Temps if any reg-

- ular employee is on layoff, excluding voluntary layoff.
- (e) The Employer agrees to give the Union a weekly list of Temps performing bargaining unit work.

## **ARTICLE XI. SENIORITY**

**SECTION 1.** New employees shall undergo a probationary period from date of hire, in accordance with the following schedule:

- (1) Employees hired in Grades I-V: sixty (60) calendar days.
- (2) Employees hired in Grades VI-XII (except Maintenance employees in Grades VIII and above): one hundred twenty (120) calendar days.
- (3) Maintenance employees in Grades VIII and above: one hundred eighty (180) calendar days. Employees on probation may be discharged or replaced at the will of the Employer. Probationary employees under this section shall accrue seniority back to their date of hire upon completion of their probationary period. Prior seniority by employees bearing the same seniority date shall be held by the employee possessing the highest name in alphabetical order.

**SECTION 2.** Short term layoff.

- (1) In the event of layoffs of 30 calendar days or less, the Employer will layoff the last employee hired, regardless of their classification or grade, in Grades I through and including IV.
- (2) All employees in job descriptions or classifications Grade V and above will be laid off by their seniority in the plant, but within their job classification, that is, the least senior employee in the classification which is to be reduced will be laid off first. They shall first be transferred to any open job, provided they are qualified to perform the work, and are senior to all employees then on layoff in that classification for a period of at least four (4) weeks, or provided the employee is able to perform the work with no training or break-in period. The

Employer agrees to post any temporary positions in Grade V or higher before laying off in Grade IV.

**SECTION 3. Long term layoff.**

In the event of a layoff which lasts or is anticipated to last more than 30 calendar days, employees will be laid off by plant seniority regardless of classification excluding skilled trades, group leaders and key processing positions.

**SECTION 4.** The last to be laid off shall be the first recalled to job openings which is to be filled, provided the employee has previously worked in that classification for a period of four (4) weeks, or provided the employee is able to perform the work with no training or break-in period.

**SECTION 5.** After recall, an employee shall have five (5) full working days to demonstrate that he can perform the work in the job classification to which he was recalled. If he cannot perform the work, he shall be returned to the layoff list.

**SECTION 6.** It is understood between the parties that all Maintenance department jobs will be filled from the layoff list only by the last laid off Maintenance employee who has previously performed that Maintenance department job.

**SECTION 7.** The Employer agrees to give the Union a list of new hires on a weekly basis and to provide an updated seniority list every three (3) months.

**SECTION 8.** If the Employer permanently shuts down a job in Grade VI or above the employee(s) so affected shall have the right to bump to a job of their choice in Grades I through IV providing that he can perform the duties of the job to which he is bumping and he is senior to the employee he is bumping. There will be no cascade of bumping, that is to say no Grades I through IV will be allowed to bump due to this action.

SECTION 9. No changes are to be made in the seniority list unless mutually agreed upon by the Employer and the Union.

SECTION 10. When a job vacancy occurs within the bargaining unit, except for Group Leaders, notice of such job vacancy shall be posted on the bulletin board for three (3) working days before the job is permanently filled. Any regular member of the bargaining unit may bid for jobs within the posting period by signing the posting. The posting will be awarded to the most senior bidder (excepting those positions requiring external certifications and / or licenses) in job Grades VII and below no later than fifteen (15) working days following the three (3) day posting. The posting will be awarded to the most senior bidder in job Grades VIII and above possessing the skills and ability to perform the job, no later than fifteen (15) working days following the three (3) day posting. If there is a question regarding the skills and ability of the bidders, the Employer agrees to confer with the Union in order to resolve the issue, but reserves the right to make final promotion decisions. The Union shall have access to the grievance process as outlined in ARTICLE XV. Employees shall be limited to one (1) successful bid every twelve (12) months. Successful means completion of probationary period. In the event the probationary period is not successful, the employee will be allowed to bid once more within the same twelve (12) month period. An unsuccessful completion of a probationary period includes withdrawing/rescinding from the bid, after the bid has been awarded.

SECTION 11. Bidders in Job Grades VII and below will be considered on the basis of seniority (excepting those positions requiring external certifications and/or license). Bidders on jobs in Grades VIII and above will be considered on the basis of seniority, skill, and ability to perform the job, in that order. Employees will be also awarded job bids subject to the following, in addition to the current contract language:

- (a) Employees, without regard to active discipline in their

file, may bid downwards from any job grade; in addition, these Employees may bid laterally for job grades VIII and below.

- (b) Employees will not be considered for upward job bids if there is active discipline in their file.

SECTION 12. If there are no qualified bidders, or no bidders, the Employer may fill the job by any source available. When a less senior employee is awarded a job bid in Grades IX and above, the senior bidders not receiving the job shall receive an explanation from the Employer.

SECTION 13. Successful bidders will be given thirty (30) work days to learn the jobs in Grades I, II and III; sixty (60) work days in Grades IV and V; and ninety (90) work days in Grades VI and above, except in those cases where the employee represents a safety hazard or a significant economic risk to the plant. The Employer shall have the right to disqualify an employee if he cannot satisfactorily perform his duties on the new job within the trial period as defined in this Section. If the employee does not complete the trial period, he will return to his former job. An employee may choose to return to his former job at anytime during the trial period, but he must give the Employer a maximum of four (4) calendar weeks to effect the transfer, and he will be allowed to bid once more within that twelve (12) month period.

SECTION 14. Any employee who makes a successful bid shall be assigned to the job not later than four (4) calendar weeks after the bid. If the Employer is unable to transfer the employee to the new bid by the end of the fourth week, the Employer will pay the employee at the higher rate of the new job or existing job from the beginning of the fifth week, whichever is greater. Any employee who believes they have been unjustly affected by the application of this Section shall have recourse to the grievance procedure as outlined in this Agreement.

SECTION 15. In the event that a classified job is covered by an out of class person for more than 120 days, the Employer agrees to post a job bid for that classification, except in cases of disability. In no case shall the job remain unposted for more than twenty-six (26) weeks.

SECTION 16. Employees promoted to a supervisory or other non-bargaining unit job, who within 30 days of such promotion wish to return to the bargaining unit, may do so using the seniority they held at the time of such promotion.

SECTION 17. The Employer shall provide to all bargaining unit employees under the terms and conditions so set forth in this Section the opportunity to participate in a voluntary layoff in the event of work force reductions to be implemented under the provisions of ARTICLE XI.

- (1) In the event an employee desires to participate in a voluntary layoff, said employee must complete the application for voluntary layoff and submit same to the Human Resources office.
- (2) In the event of a work force reduction, to be implemented under the provisions of ARTICLE XI of this Agreement, the following shall apply:
  - (a) All applications for voluntary layoff must be on file by the end of the work day on Wednesday of the week prior to the week in which the layoff is to occur.
  - (b) All applications for voluntary layoff shall be considered first by plant seniority order.
  - (c) The Employer, mindful of the concerns of operating efficiently, reserves the right at the time of a work force reduction to decline or honor a given application wherein such decision will reside with the Human Resources Manager or his designated representative.
  - (d) The Employer shall have the right to use temporary employees under the provision of ARTICLE VI. Section

9 of this Agreement, to replace employees on voluntary layoff.

- (e) An employee on voluntary layoff will continue to accrue all seniority rights while on an approved voluntary layoff.
- (3) Employees on voluntary layoff shall be recalled in the following manner:
- (a) It is understood that an employee on voluntary layoff may elect, at his option, by making proper notification to the Human Resources office, the right to end his voluntary layoff and return to work when the next available opening occurs.
  - (b) Each employee shall return to the job in which he had seniority when he took the voluntary layoff.
  - (c) When the Employer decides to recall from layoff, no later than the beginning of the Fall Apple Harvest Season, the most junior voluntary laid off employee will be recalled first providing a more senior employee has not exercised his rights of recall under ARTICLE XI. Section C (1).

SECTION 18. Shift preference is to be awarded by plant seniority once a year at the end of August. Employees will have an opportunity to change their preferences up to one additional time per year, pending approval of the employer. Volunteer changes can be made at any time providing both employees agree.

SECTION 19. Employees working out of class can be used by the Employer to fill in any position that is not filled by a classified employee. The Employee working out of class will be placed by plant seniority and cannot bump a classified employee to another shift or job. When any HI CONE and PAK-TECH machines are operating for two (2) days or more in a work week, they will be manned and operated by additional case packer operator and assigned by seniority and shift preference.

SECTION 20. Subject to employer's business needs shift preference will be given due consideration when placing displaced oper-

ators into open positions.

SECTION 21. An employee will lose seniority and will no longer be in the Employer's employ if the employee:

- (1) Quits.
- (2) Discharged.
- (3) Retires.
- (4) Laid off for more than twelve (12) consecutive months.
- (5) Fails to notify the Employer of his/her intention to return to work within three (3) business days from the date the Employer notified Employee of his/her recall in writing, by registered mail, at the Employee's last address on record with the Employer.
- (6) Has a non-occupational sickness or disability exceeding twelve (12) consecutive months.
- (7) Has an occupational injury, sickness or disability exceeding eighteen (18) consecutive months.

## ARTICLE XII. WAGES

SECTION 1. Contractual wage increases shall be as follows:

Year 1 - \$1000.00 lump sum plus \$.30/hr. across the board

Year 2 - \$1250.00 lump sum

Year 3 - \$1000.00 lump sum plus \$.35/hr. across the board

Year 4 - \$.45/hr. across the board

Year 5 - \$.50/hr. across the board

### WAGE TABLE I

Job Grade	Current	4-1-13 YR1	4-1-14 YR2	4-1-15 YR3	4-1-16 YR4	4-1-17 YR5
1	\$15.41	\$15.71	\$15.71	\$16.06	\$16.51	\$17.01
2	\$16.27	\$16.57	\$16.57	\$16.92	\$17.37	\$17.87
3	\$16.59	\$16.89	\$16.89	\$17.24	\$17.69	\$18.19
4	\$17.29	\$17.59	\$17.59	\$17.94	\$18.39	\$18.89
5	\$17.83	\$18.13	\$18.13	\$18.48	\$18.93	\$19.43
6	\$18.40	\$18.70	\$18.70	\$19.05	\$19.50	\$20.00
7	\$19.17	\$19.47	\$19.47	\$19.82	\$20.27	\$20.77
8	\$19.93	\$20.23	\$20.23	\$20.58	\$21.03	\$21.53
9	21.38	\$21.68	\$21.68	\$22.03	\$22.48	\$22.98
10	22.93	\$23.23	\$23.23	\$23.58	\$24.03	\$24.53
11	26.21	\$26.51	\$26.51	\$26.86	\$27.31	\$27.81
12	29.53	\$29.83	\$29.83	\$30.18	\$30.63	\$31.13
9P - training	20.58	\$20.88	\$20.88	\$21.23	\$21.68	\$22.18
9P	21.74	\$22.04	\$22.04	\$22.39	\$22.84	\$23.34
9LT	21.74	\$22.04	\$22.04	\$22.39	\$22.84	\$23.34
10P	24.78	\$25.08	\$25.08	\$25.43	\$25.88	\$26.38
12P - training	30.19	\$30.49	\$30.49	\$30.84	\$31.29	\$31.79
12P	31.36	\$31.66	\$31.66	\$32.01	\$32.46	\$32.96

SECTION 2. The Job Grades for which the hourly rates are set forth above are hereinafter described in the wage schedule, which is attached to and incorporated into this Agreement.

SECTION 3. As used herein, general heavy labor means work in the plants, warehouses, yards, storage and other production and maintenance performing heavy physical demand. This includes such heavy labor as hand loading and unloading filled merchandise in railroad cars or trucks, construction labor, pallet and box handling, pallet and box repair and construction, heavy yard work; heavy types of maintenance of buildings and equipment. This also includes all other heavy labor not specifically mentioned and identified.

SECTION 4. As used herein, general light labor means work on production, packaging, sorting, labeling, recouping of products fruit and vegetable, inspecting, trimming, peeling, light line feeding, light palletizing and all other light labor not specifically mentioned and identified.

SECTION 5. If the Employer transfers or demotes an employee to a job of a lesser Grade, the employee shall continue to receive the higher pay Grade for thirty (30) calendar days, thereafter, after which time the employee will be paid at the lower Grade to which the employee was transferred or demoted.

SECTION 6. Provide hourly payroll direct deposit with options to designate an employee's paycheck to a maximum of four accounts.

### **ARTICLE XIII - PENSION PLAN**

SECTION 1. It is agreed that the existing Pension Plan will be amended to comply with the Employee Retirement Income Seniority Act of 1974 and all current and future rules and regulations promulgated under the Act.

SECTION 2. The terms and provisions of the Dr Pepper Snapple Group, Inc. Williamson Hourly Employee's Pension Plan ("Pension Plan") as amended January 2008 (and to be amended to prohibit new hire eligibility as described in Section 6) will be contained in the Plan document. The Plan document and Summary Plan

Description will be available to employees and the Union. The actual text of the amended Pension Plan document will control in all instances.

SECTION 3. The Employer will supply employees with an updated pamphlet describing the terms and benefits of the Pension Plan within a reasonable time after any amendment thereto, but the Plan itself shall be controlling as provided in Article XIII.

SECTION 4. The cost of contributions to the Pension Plan shall be paid in full by the Employer. The benefit rate effective 4/01/06 will increase to \$23 per month.

SECTION 5. The Employer agrees to eliminate the forty (40) year service cap.

SECTION 6. Effective April 1, 2010 the Dr Pepper Snapple Group, Inc. Williamson Hourly Employee's Pension Plan ("Pension Plan") will continue for all active participating employees hired prior to April 1, 2010. Any employee hired after April 1, 2010 will not be eligible to participate.

#### **ARTICLE XIV. SAVINGS PLAN**

SECTION 1. Effective June 1, 2010, eligible bargaining unit employees may participate in an Employer sponsored 401(k) Retirement Plan ("Plan") as may be amended from time to time. The Plan will be amended to provide for a 100% Company match for current employees up to 2% of eligible employee contributions for a maximum Company contribution of 2%. For employees hired after April 1, 2010 the Plan will provide for a 100% Company match for such new employees up to 4% of eligible new employee contributions for a maximum Company contribution of 4%. The actual text of the Plan Document controls in all instances.

The terms and provisions of the "Plan" as amended from time to time and only the "Plan" shall be controlling with regard to the

Employer's obligations to participating employees. The Employer will supply employees with a Summary Plan Description describing the terms and benefits of the "Plan" and other required "Plan" documents.

## **ARTICLE XV. GRIEVANCE AND ARBITRATION**

**SECTION 1.** A grievance for purposes of this Agreement shall be defined as a dispute arising out of the meaning or application of the provisions of this Agreement. Any such dispute shall be resolved in the following manner:

**FIRST:** By the Grievant, with his Committee Person or an Officer of the Union, and his immediate Supervisor. All grievances at this step must be filed no later than ten (10) working days (excluding Saturdays and Sundays) of the occurrence of the event giving rise to the dispute. The Supervisor shall then have five (5) working days to respond to the grievance.

**SECOND:** If the grievance is not settled at the first step, a meeting will be held within five (5) working days between the Shop Committee, the Department Manager and the Human Resources Manager. (The Shop Committee shall consist of two (2) employees appointed by the Union.) The Human Resources Manager shall then have ten (10) working days to respond to the grievance.

**THIRD:** If the grievance is not settled at the Second Step, a meeting will be held within fifteen (15) days between the International Representative of the RWDSU/UFCW, Local Officers, and Executives of the Employer. The Employer shall then have ten (10) working days to respond to the grievance. It is agreed by mutual consent the time limits can be extended to accommodate each other's schedule.

**SECTION 2.** Any dispute, claim, question or difference arising out of or relating to this Agreement, except as therein specifically excluded, which cannot be adjusted pursuant to the grievance

machinery herein set forth shall be submitted to arbitration before an arbitrator selected by the parties from a panel of arbitrators appointed by the General Counsel of the Federal Mediation and Conciliation Service upon the initiative of either party to this Agreement, upon notice to the other party within thirty (30) days following the Third Step meeting.

SECTION 3. Nothing in this Agreement shall be construed to prevent the Employer from submitting to arbitration any matter deemed to be arbitrable under this Agreement.

SECTION 4. The decision of the arbitrator shall be final and binding. Expenses and fees of the arbitrator and rent of room, if any, are to be paid equally by the Union and the Employer. All other costs connected with arbitration are to be paid by the party incurring them.

SECTION 5. The Arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement or any interim agreement (provided it is in writing and executed by the parties) made supplementary hereto.

SECTION 6. In the event an employee files a complaint that may result in back pay, the employee filing the complaint/grievance with their supervisor will be entitled to the pay when, and if, such complaint/grievance is settled in the employee's favor. Management will make a record of an employee's allegation that an overtime judgment error has been made. The Union acknowledges that the Employer will not be held liable for multiple payments for the same incident. Grievances will be considered in order of seniority, in accordance with ARTICLE VI. Section 7.

## **ARTICLE XVI. DISCHARGE**

SECTION 1. In the event that an employee shall be discharged from his employment and believes that he has been unfairly discharged, such discharge shall constitute a case arising under the method of

adjusting grievances under ARTICLE XV of this Agreement. Any employee who believes he has been unfairly discharged shall give notice of this fact in writing to the Employer not later than ten (10) calendar days after discharge; otherwise he shall be bound by the discharge. If an arbitrator duly appointed under this Agreement ends that an employee was not discharged fairly or for cause, the arbitrator shall be free to order the employee reinstated with or without back pay. All cases of discharge shall be taken up, if at all, and an earnest effort shall be made to dispose of same, within ten (10) calendar days from the day of notice to the Employer. Any employee unjustly affected by the foregoing shall have recourse to the grievance procedure as outlined in ARTICLE XV. Grievance and Arbitration. The Employer shall notify the Shop Committee promptly when it has discharged one of such employees. The Employer agrees it will not discharge any employee because of his Union activities or membership in the Union.

SECTION 2. It is further agreed that warning and or suspension letters are active for an eighteen (18) month period following the date of issue. An employee with three (3) active warning and or suspension letters may be subject to discharge, on the next offense. Said warning and suspension letter shall have no force or effect eighteen (18) active months after the issuance of that specific letter or suspension. Discipline or discharge of an employee should be handled in a timely manner and the employee cannot be disciplined for more than one disciplinary action per incident.

## **ARTICLE XVII - HEALTH AND WELFARE BENEFITS**

### **SECTION 1.**

#### **(a) Health/Dental Plan Options**

Effective January 1, 2014, eligible employees (and their eligible dependents) may enroll in a negotiated Employer-sponsored Hourly Health & Welfare Plan to include two DPSG health insurance plan options (Standard and Consumer Driven Medical Plan).

Effective January 1, 2014, eligible employees (and their eligible dependents) will also have the option to enroll in an Excellus Blue Cross Blue Shield Blue 30 HMO plan, the "BCBS Blue 30 Plan," as an alternative to the DPSG plans.

The Excellus Dental Blue Plan will be offered to eligible participants in both the DPSG and Excellus Blue 30 health plans.

New employees are eligible to enroll upon their date of hire if working 30 or more hours per week. The actual text of the DPSG Hourly Health & Welfare Plan and the Excellus Blue Cross Blue Shield Insurance Contracts (including amendments) shall control in all instances. In the event that the Employer makes changes to the DPSG health and welfare plans, including employee contributions, employees will participate in those changes.

The Employer reserves the right to change insurance carriers and administrators during the term of this Agreement as long as benefits remain equal to or better than the combined health and dental insurance plans specified herein.

(b) Contribution Percentages

i. DPS Health Plans

Under the DPS Health Plans, employees will contribute twenty percent (20%) of the premium for medical coverage. The contribution percentage will remain fixed over the life of the Agreement. Annual premium increases up to 10% will be shared proportionally (80/20) between the Employer and employee; annual premium increases in excess of 10% will be shared fifty-fifty (50/50) between the Employer and employee. Tobacco users will pay a medical premium surcharge under the DPS plans.

ii. Excellus Blue 30 HMO

Under the Excellus Blue 30 HMO option, employees will be phased in over the life of the contract to a

twenty-five percent (25%) contribution percentage (increasing one percent (1%) per year until reaching 75/25). Annual premium increases will be shared proportionally (starting with 21/79 in 2014) between the Employer and employee up to 10% in years one and two; annual premium increases in excess of 10% will be shared fifty-fifty (50/50) between the Employer and employee. In year 3, premium increase cap drops to 9%, 8.5% in years 4 and 5.

ii. Dental

Dental will be provided under the Excellus Dental Blue Plan. The employee contribution percentage will be twenty percent (20%). The contribution percentage will remain fixed over the life of the Agreement. Annual premium increases will be shared proportionally up to 10%; annual premium increases in excess of 10% will be shared fifty-fifty (50/50) between the Employer and employee.

iv. Annual Enrollment

Premium increases, if any, will typically occur effective January 1, following annual enrollment.

(c) Plan Discontinuation

In the event that any of the Excellus BCBS plans is discontinued by the insurance carrier during the life of the contract:

- (1) The Company agrees to offer the substitute plan provided by Excellus so long as the monthly premium cost to the Employer is less than or equivalent to the discontinued Blue Choice 30 HMO plan or Dental Blue plan at the time of plan termination. If a plan is discontinued at the end of a plan year, the Company agrees to offer the substitute plan so long as the year-over-year total cost increase does not exceed 10% in years 1 and 2, 9% year 3, and 8.5% in years 4 and 5.
- (2) Should the total cost of the Excellus substitute plan exceed the cost of plan at the time of termination (or 10%, 9% or

8.5% in the years specified in (c)(1) above over the prior year's cost if the termination occurs in the normal course at the end of a plan year), DPS shall have the option of either enrolling participants in the DPS Company Plans as soon as administratively feasible, or continuing to participate in the substitute plan.

(d) Other Employer Paid Benefits

Eligible Employees will be provided the following coverage at no cost:

- Short Term Disability - 50% of the employee's base pay up to \$500 per week for active employees. Benefits coordinate with certain other sources of income, such as State Disability and worker's compensation, but are not offset by many other income sources including, but not limited to, the following:
  - 401(k) plans
  - military pension and disability income plans
  - credit disability insurance
  - franchise disability income plans
  - a retirement plan from another Employer
  - individual retirement accounts (IRA)
  - individual disability income plans
  - no fault motor vehicle plans
  - salary continuation or accumulated sick leave plans
- Basic Life Insurance (1x base pay, \$40,000 minimum)
- DPS Life Works - Employee Assistance Plan

(e) Benefits Available at Employee Cost

The Employer will allow employees to participate in other supplemental insurance as may be offered from time to time, such as optional vision, optional employee life insurance, optional dependent life, optional long term disability, health savings and flexible spending accounts. The employee will pay 100% of the cost of these benefits. The Employer reserves the right to amend, change or termi-

nate these optional benefit offerings at any time.

(f) Compliance with Applicable Law

The Parties intend the health plans provided herein to comply with federal, state and local laws, including the Patient Protection and Affordable Care Act of 2010 (PPACA or Act) and any regulations or regulatory guidance implementing the Act.

Specifically, the health insurance provided herein is intended to satisfy the Company's obligation to provide full-time employees covered by this Agreement with minimum essential health care coverage that provides minimum value within the meaning of the PPACA. In the event that the employee's share of premiums is deemed unaffordable for an individual employee within the meaning of PPACA, and the employee receives a government subsidy, credit, or coverage through a state exchange, any of which result in an excise tax being assessed on the Company, the Company shall have the option of enrolling that particular employee in a Company sponsored health plan at a cost that is affordable to the employee under the Act.

Notwithstanding any terms in this Agreement to the contrary, including but not limited to any terms defining full-time, temporary or probationary status, the Company shall have the right to determine who is a full-time employee within the meaning of PPACA and to use any look-back or stability period provided by regulatory guidance to make that determination. The Company's agreement to provide health insurance coverage extends only to those employees who are "full-time" within the meaning of PPACA.

Notwithstanding any terms in this Agreement to the contrary, the Company shall have the right to automatically enroll full-time employees in the health plans described above to the extent necessary to comply with PPACA or

any other applicable law.

Should any of the plan options provided herein exceed statutory value limits resulting in an excise tax or penalty to be imposed on the Company, under PPACA, the Company may replace the plan option with an alternative cost-compliant plan to avoid such tax or penalty.

## SECTION 2. Continuation of Benefits.

For employees on an approved Leave of Absence as of the benefits implementation date, disability and life insurance benefit terms and conditions in place at the time of their leave will prevail.

The Employer agrees to continue to pay the medical premium as follows at the current co-insurance rate:

### Laid Off Employees:

Less than five (5) years seniority	1 month premium
Five (5) years or more seniority	2 months premium

### Illness and or Injury:

Less than 1 year seniority	3 months premium
3 years or more years seniority	6 months premium

Should the employee fail to contribute their portion of the cost, coverage will be terminated.

## ARTICLE XVIII. FUNERAL LEAVE

SECTION 1. Each employee who suffers a death in his immediate family shall be permitted to take time off as may be necessary for the attendance of a funeral or memorial service. He shall be paid on the basis of his regular hourly rate for such part of that time as he would otherwise have been regularly scheduled to work, but not exceeding eight (8) hours in any one day or a maximum of the total allowable hours defined below. Such time off which falls outside premium pay hours will be regarded as time worked for the purpose of computing overtime. Management has the right to require verification of death and/or family relationship to employee. All days

must be consecutive, one day being the day of the funeral or memorial service.

- (1) Husband or Wife, Father, Mother, Child or Step-child or Step-Parent: five (5) days.
- (2) Mother-in-law, Father-in-law, Brother, Sister, Brother-in-law, Sister-in-law, Grandchild: three (3) days.
- (3) Grandparent, Step-grandparent, Step-brother, Step-sister, Daughter-in-law, Son-in-law, immediate Aunt and Uncle: one (1) day.

SECTION 2. If a person is on vacation and suffers a death in the family covered under this section the vacation shall be extended by the allotted funeral time.

SECTION 3. The Employer agrees that there are many of our employees with domestic partners (unmarried adult couples). If in the case of a death of a domestic partner, the Employer will grant five (5) working days as a paid leave of absence. Additional leave of absence days may be granted on an individual basis. Employees wishing to declare their domestic partner must register with a confidential form in the Human Resources office. Forms must be on file for six (6) months before being activated.

## **ARTICLE XIX. LEAVE OF ABSENCE**

SECTION 1. Employees may be granted leaves of absence for thirty (30) days during each year of this Agreement without pay and without loss of seniority for personal or official Union business reasons upon written application to the Employer, provided such leaves of absence do not interfere with the Employer's operations and production. The Employer shall notify the Union of such leave granted. Further extension of such leaves may be granted if mutually agreed upon by the Employer and Union in writing.

SECTION 2. The Employer will grant each member of the Executive Board, Stewards and Trustees up to thirty (30) days leave per year without pay in order for that member to attend school, con-

ferences of training of the Union's choice, local union legal matters, and monthly Board meetings with proper notification of three (3) days minimum.

Actual contract negotiation time will not count toward the annual thirty (30) days of leave.

SECTION 3. Any employee who becomes permanently employed as an international representative, by the International Office of the RWDSU/UFCW, who within twelve (12) months of such employment wishes to return to the bargaining unit, may do so using the seniority they held at the time of such employment. There will be no accrual of benefits and the individual will not earn any benefits unless governed by applicable ERISA pension laws.

## **ARTICLE XX. PLANT DISCONTINUANCE**

SECTION 1. If the Employer shall close down permanently a plant or a substantial portion thereof, the employees affected by such closing shall be offered employment in the remaining plants of the Employer covered by this Agreement on the basis of their seniority before any new employees are hired. Such seniority shall apply to all benefits and conditions except layoffs and recall. In the case of layoff and recall from layoff, only seniority credited to such employee at the new plant location shall be taken into consideration.

SECTION 2. If and when, in the sole judgment of the Employer, it decides to close permanently its operations and terminate the employment of individuals, an employee whose employment is terminated directly as a result thereof shall be entitled to a severance allowance in accordance with and subject to the provisions set forth below:

- (1) Regular employees after one (1) year of continuous service shall be entitled to a severance allowance of one (1) week's base pay for each full year of continuous service at the time of buyoff.

## **ARTICLE XXI. JURY DUTY**

SECTION 1. The Employer agrees to pay all regular employees who are called for and serve on jury duty a sum equal to the difference between their regular daily compensation and the amount received by said employee from the political subdivision issuing the summons for jury duty on the basis of an eight (8) hour day.

## **ARTICLE XXII. NO DISCRIMINATION**

SECTION 1. The Employer and the Union hereby agree that there will be no discrimination with respect to any employee or prospective employee because of race, creed, color, sex, national origin, age, sexual orientation or Union membership. Any reference to the masculine such as "he" is to be considered as referring to both male and female employees.

## **ARTICLE XXIII. LINE MANAGERS**

SECTION 1. The Employer acknowledges a policy that supervisory personnel not covered by this Agreement will not do productive work of the same type and nature as normally assigned to regular employees included within the bargaining unit. It is understood, however, that it is a normal function of supervisory personnel to perform productive work under conditions of operating emergencies where no qualified employee in the department is available to meet the emergencies, to relieve line employees on occasion, and to do work incidental to training of employees, to the enforcement of safety practices, inspection of work completed by productive employees, and the testing of an operation or in experimenting with a new start up, or involving a new process procedure or new equipment. It is further understood that when a qualified employee is not available, or cannot be reached with reasonable dispatch for an assignment, production work may be performed by supervisory personnel.

## ARTICLE XXIV MANAGEMENT RIGHTS

The parties agree that the Employer reserves and retains the inherent right to manage its operations and to direct the workforce, except as may be modified by the express provisions of this Agreement. This provision is not intended to waive the Union's rights under state or federal law.

## **ARTICLE XXV. TERMS OF AGREEMENT**

SECTION 1. This Agreement shall continue in force and effect for a period of five (5) years commencing April 1, 2013 and ending March 31, 2018.

SECTION 2. If either party desires to terminate or modify this agreement, it shall give notice of such proposed termination or modification to the other party in writing by registered mail at least sixty (60) days prior to March 31, 2018. If no such notice is given by either party within the prescribed time, then this Agreement shall automatically continue in full force and effect from year to year thereafter. If notice of proposed termination or modification is given by either party within the prescribed time, the parties shall meet and confer as soon as possible for the purpose of negotiating a new Agreement. IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their seals to be affixed the day and year first above written.

### **MOTT'S LLP**

By: Terence Flynn  
George Tobin  
Toni Zeiser

### **LOCAL UNION 220 OF THE RETAIL, WHOLESALE AND DEPARTMENT STORE UNION**

By: Mike Leberth, President  
Michael Flanery, Business Agent  
Jerome Camp  
Christine Hermenet  
Albert Joslyn  
Joann Lane  
Lisa Lester  
Jeffrey Thomas

## LETTERS OF AGREEMENT

During the term of this Agreement (4/16/00 - 3/31/2004) we will agree to publish any letters of agreement between both parties in the next published contract booklet.

In case of layoff, employees in Grades I - V employed on April 1, 1997 will be governed under ARTICLE XI. SECTION 3. These employees will receive the annual negotiated percentage pay increase.

The Best Practice - Grade VIII positions are the standard for all production operator positions at the Williamson facility. It is the intention of the Employer to encourage all Grade VII operators to begin to qualify for the Grade VIII level. To aid in this goal, the Employer will provide mechanical skills & machine maintenance training to its operators. All Grade VII operators will be required to attend such training.

After the training is provided, said employees will either:

- (1) Be promoted to Grade VIII - Best Practice Operator, provided said employee begins to perform at the Grade VIII level as outlined per the contract. There will be a ninety (90) day certification period.
- (1) Repeat the training program (one time only).
- (1) Be reassigned to non-operator positions. Reassignment will be made to best available (open) position at or below Grade VII.

## LETTER OF AGREEMENT (2007)

In an ongoing effort to promote and develop our current skilled mechanical trades and provide an entry point into the skilled trades by other employees, the Employer and Union agree to the following:

- (1) Within ninety (90) days of ratification the Employer and Union will meet to develop an apprenticeship committee that will oversee the development of a federally certified Mechanical Apprenticeship Program (M.A.P.).

- (2) A Mechanical Apprenticeship Program would serve to augment the Employer's existing external avenues to fill vacancies within the Production Lead Mechanics, while also allowing other colleagues an additional method of advancement.
- (3) The existing Skilled Trades Enhancement Program (S.T.E.P.) will continue to provide an advancement opportunity for Production Lead Mechanics.
- (4) Within one (1) year of the date of ratification a Mechanical Apprenticeship Program will be established.
- (5) The Employer also reserves the right to continue filling vacancies within the Electro-Mechanical skilled trades through both external candidates and the existing Electro-Mechanical internship program.

## **EXHIBIT A JOB DESCRIPTIONS**

SECTION 1. Definitions and descriptions are intended to classify an employee who works the majority of his/her time on the jobs herein defined. A classified employee should work primarily at his/her own skill, craft or classification while such work is running and available. The job descriptions below are not intended as an exhaustive list of all responsibilities, functions and skills required of personnel so classified, nor does this primary job duty list in any way imply that these are the only duties to be performed. An employee will be required to perform any other job-related duties requested by the supervisor.

SECTION 2. The Employer agrees that during the term of this Agreement, it will not combine any two (2) or more jobs or combine an existing job with a newly created job without first conferring with the Union.

SECTION 3. When a new or combined job is created, the Employer will after discussion with the Union, set a wage rate for that job which it believes is reasonably related to the work to be performed and to the relationship between the difficulty of that job and all the

other classified jobs in the plant. If, after discussion with the Employer, the Union disagrees with the wage set for a new or combined job, it may proceed directly to arbitration under the grievance procedure provided it does so in thirty (30) calendar days of the date on which the new rate is set and announced. Employees assigned to the new job will be paid the rate set by the Employer and if the rate is changed as a result of arbitration, such changed rate shall be retroactive to the date the employee began to receive the rate set by the Employer.

SECTION 4. All new jobs or combined jobs will be posted in accordance with ARTICLE XI of this Agreement, unless the job is filled in a different way by mutual agreement.

SECTION 5. All bidders for the Electro-Mechanical Technician job will be required to take an aptitude test:

- (1) Employees successfully passing the aptitude test shall be selected in order of seniority to enter the training program.
- (2) Employees who successfully complete the training program will be placed into the classification in order of seniority.

SECTION 6: *Preventive Maintenance Definitions/Accountabilities:*  
In an effort to more clearly define and identify the various skills, responsibilities, and actions needed to support Best Practice & World Class Preventive Maintenance (PM) system at the Williamson site, the following classifications will be used:

- (1) Preventive Maintenance skill levels
- (2) Level Descriptions: Level 1 (Operational): Consists of activities necessary to maintain the day-to-day good operation of primary and/or secondary food processing/packaging machinery. Includes daily machine checks, lubrication, machine start-up, clean-up, changeovers and adjustments to maintain the greatest operational efficiency. Performs PMs, machine troubleshooting, and repairs that require the use of normal hand tools.

Level 2 (Technical): In addition to the duties of Level 1, per-

forms PMs, machine troubleshooting and repairs that require the use of intermediate tools such as torque wrenches, calipers, gauges, etc.; thereby requires a higher level understanding of the production area's equipment and systems than Level 1.

Level 3 (Advanced): In addition to the duties of Level 2, requires the education and experience necessary to use advanced diagnostic troubleshooting equipment. Completely understands all aspects of machine operation and machine troubleshooting. Able to completely teardown, rebuild and remanufacture machinery and related systems. Duties in Level 3 and the responsibility of trained skilled trades people and specialized technologists.

#### **JOB GRADE I**

*General Labor I* – Works on production, packaging, sorting, labeling, recouping of products, inspecting, trimming, peeling, light line feeding, light palletizing, and all other light labor.

#### **JOB GRADE II**

*General Labor II* – Works in the plants, warehouses, yards, storage, and other production and maintenance performing routine labor involving constant or occasional heavy physical demand. This includes such heavy labor as hand loading filled merchandise in railroad cars or trucks, construction labor, pallet and box handling pallet and box repair and construction, heavy yard work, heavy types of maintenance of buildings and equipment. This also includes all other heavy labor.

#### **JOB GRADE IV**

*Depalletizer* – Required to operate semiautomatic depalletizer, disposal of chipboard dividers (stacks), check for and remove damaged containers, and keep a clean orderly work area.

#### **JOB GRADE IV**

*Label Inspector* – Required to visually inspect ware on production

line subsequent to label machine for defective or improperly applied labels and remove same from line, and to keep a clean orderly work area.

### **JOB GRADE V**

*Electrician's Helper* – Capable of assisting an electrician on a job by handling tools, equipment or materials available and in giving physical assistance. Should show an interest in progressing by trying to learn, identify tools and material and by becoming familiar with their application. If this person demonstrates a sincere interest and aptitude for electrical work, opportunities for advancement can be considered.

### **JOB GRADE VI**

*Blender IB* – Responsible for weighing ingredients, dumping ingredients, adding water, operating agitator, pumps and homogenizer, supplying product to production line, recording ingredients as used, loading & unloading of tankers and incoming raw materials, and completion of all associated paperwork & quality control checks for the above tasks. Must keep the equipment, and work areas clean and orderly. Identify potential problems and correct situation or notify supervisor.

### **JOB GRADE VI**

*Can Depalletizer Operator* – Required to operate semi-automatic to automatic can depalletizer, disposal of chipboard dividers (stacks), check for and remove damaged cans, strip plastic and keep a clean, orderly work area. Responsible to make manual adjustments for new size cans. Assist mechanics with changeovers and maintenance. Responsible for cleaning out jammed cans from the depalletizer to the filler. Required to operate a forklift and load bulk empty cans on the can depalletizer.

### **JOB GRADE VI**

*Custodian / Plumber* – Responsible for scheduling and cleaning restrooms with limited supervision. Monitors inventory control and

organizes cleaning supplies as needed. Knows methods and procedures to be followed and cleaning agents to be used for specific conditions. Distributes proper cleaning supplies as requested. Tags and notifies proper personnel of faulty restroom equipment. Repairs minor restroom plumbing, unclogs minor drain blockages and knowledgeable in use of general hand tools. Keeps work area clean and orderly.

#### **JOB GRADE VI**

*Electrician III* – Can do work less complicated than that required of Electrician II but can do some work by self. Requires limited supervision on routine electrical work. Work must be of good quality and individual must be diligent and efficient. Keeps work area neat and orderly.

#### **JOB GRADE VI**

*Mechanic Class III* – Can do work less complicated than that required of Class II Mechanic, but can do some work on his own. Requires limited supervision on routine maintenance work. Work is of good quality. Is diligent and efficient. Keeps area neat and orderly.

#### **JOB GRADE VI**

*Recycling Operator* – Required to operate large hydraulic carton and plastic balers. Segregates and sorts different grades of paper, corrugated and plastic materials so resultant bale is of uniform composition. Required to operate glass crusher to prepare glass in a manner suitable for recycling. Required to complete proper documentation of recycled materials. Keeps machine and surrounding work area neat and orderly. Operates equipment in a safe manner. Performs all but major maintenance on balers, glass crusher and other potential recycling equipment. Maintains proper maintenance logs and record keeping as required.

#### **JOB GRADE VI**

*Yard Fork Truck Operator* – Required to operate all yard and pallet recycling equipment. Must perform daily checks and preventative

maintenance, change tires as needed, grease equipment weekly, keep equipment clean, and report any mechanical malfunctions. Must follow procedures for loading, staging and unloading materials in the yard operation. Record required information. Handles materials without damage to goods or equipment. Works independently with little or no supervision. Keeps work area safe, clean and orderly.

### **JOB GRADE VII**

*ADCO Operator* – Operator will be required to load cartons and layer boards into the machine magazine, clears cartons and/or product jams. Keeps machinery and work area safe, clean and orderly. Does quality checks to the product by doing package inspection. Manually records data through chart recording; makes necessary process adjustments based on data findings.

### **JOB GRADE VII**

*Caser Operator* – Required to operate machinery efficiently in conjunction with line speed, make adjustments as needed. Does quality checks to product as follows: packaging inspection of cases to ensure conformance to specification, pulls incubator samples as required, checking and recording of proper case codes. Manually records data through chart recording, and makes necessary process adjustments based on data findings.

### **JOB GRADE VII**

*Cooler Operator* – Required to start and stop cooler as necessary adjust water, adjust speed, relieve jams, remove damaged ware, perform minor maintenance on cooler, checking and replacing malfunctioning nozzles, and cleaning associated equipment. Responsible for operation of water reclaim system and line lube system. Responsible for:

- (1) removal torques
- (2) residual chlorine tests and line control
- (3) cooling temperature checks
- (4) vacuum/pressure testing and adjustments

### **JOB GRADE VII**

*Electrician II* – Perform general electrical work throughout the plant with supervision and/or working with Electrician I as experience and practice dictates. Can do some work of less complicated nature than that required of Electrician I with little or no supervision. Directs work of Electrician Helper. Work is of good quality. Is diligent and efficient. Keeps work area neat.

### **JOB GRADE VII**

*Engineer Fireman* – Makes all necessary checks, inspections and adjustments of equipment assuring efficient and safe operation. Operates and does routine maintenance of boiler, water conditioning and associated equipment. Thoroughly experienced in operation of a boiler with previous actual experience. Makes all necessary tests, meter readings and adjustments required for efficient operation of boiler. Must cooperate with and receive directions and instruction from commercial water treatment company representatives designated by management. Has practical knowledge of basic principles of efficient and safe boiler operation. Keeps area neat and orderly.

### **JOB GRADE VII**

*Filler Capper Operator* – Requires complete operation of filler and capper, adding caps as needed, relieving jams, removing improperly filled containers, adjust and maintain proper sanitation of glass rinsers, check all incoming ware for defects before filling, adjust and maintain proper sanitation of glass rinsers, check all incoming ware for defects before filling, adjust temperature of ware, and keeping a clean and orderly work area. Does quality checks to the product as follows: fill temperature check; cold water vacuum check; cap security and pull-ups; weight control; tap tone dud detector check; packaging material lot identification; removal torque tests; and cap code check. Manually record data through chart recording and make necessary process adjustments based on data findings.

## **JOB GRADE VII**

*Fork Truck Operator (PhD)* – Required to operate forklift truck in all areas of plant, place pallets of packed stock in proper warehouse locations, remove pallet loads from palletizers and double stack, place proper pallets into palletizer, unload palletized loads from truck or railcar, bring packaging material to production lines, remove outer coverings. Will be responsible for complete operation of the following equipment: palletizer, wrapper and baler. Will be responsible for mechanical troubleshooting, preventative maintenance, minor repair and line changeovers of each specific machine. Must be proficient in the Warehouse Management System. Responsible for performing daily checklists reporting any deviations from checklist to immediate supervisor. Forklift truck to be operated according to all safety regulations. Will be responsible for cleaning and sanitation of all equipment and facility as required.

## **JOB GRADE VII**

*Labeler Operator* – Requires starting and stopping labeler, feeding labels, bending labels to facilitate feeding of same, making minor machine adjustments: properly adjust fingers on the basket, properly adjust on roll sponge pressure. Requires adding glue as needed, clean and inspect for glue pump stoppage, clean grippers, inspecting and removing improperly labeled ware. Requires cleaning and lubricating of machine on a regular basis, keeping a clean and orderly work area. Does quality checks as follows: inspect for conformance to specification, in-process label inspection and charting as required. Manually recording data through chart recording, and make necessary process adjustments based on data findings.

## **JOB GRADE VII**

*Material Handling Fork Truck Operator* – Required to operate forklift in all areas of the plant, place pallets of packed stock in proper warehouse locations, remove pallet loads from palletizers and double stack, place proper pallets in to palletizer, unload palletized loads from truck or railcar, bring packaging material to production

lines, remove outer coverings. Responsible for performing daily checklist reporting any deviations from checklist to immediate supervisor, including the forklift preventative maintenance. Fork Truck Operators may be required to work in all areas of plant operations. Forklift truck to operated according to all safety regulations., keeping a clean and orderly work area. Must be proficient in the Warehouse Management System. Clears and restarts palletizer upon machine jams, performs stretchfilm changeovers, operates pallet labeler, and works to keep the back-end line equipment running. Identify potential problems and correct situation or notify supervisor.

#### **JOB GRADE VII**

*Mechanic Class II* – Can do work of less complicated nature than that required of Class I Mechanic, or may be skilled in certain area. Can work from simple blueprint or sketch. Requires limited supervision when doing usual or routine type of maintenance. Work is of good quality. Is diligent and efficient. Keeps work area neat and orderly.

#### **JOB GRADE VII**

*Relief Line Operator* – Required to relieve operations as needed, handle empty cases and other line problems when not relieving, make minor adjustments, assist line mechanic, operate all key machines in line, train other operators, perform Best Practice quality checks, watch for defective materials, and perform any other related work in accordance with on-line quality and Best Practice procedures. Manually recording data through chart recording, and make necessary process adjustments based on data findings.

#### **JOB GRADE VII**

*Relief / Pasteurizer Operator* – Responsible for pasteurizer assembly. Weekly cleaning of same, complete operation of pasteurizer, controlling temperature and recording of same, controlling tank level upstream of pasteurizer, assembly and disassembly of piping associated with pasteurizer, adding vitamin C when necessary, circulating cleaning solution through pasteurizer and holding tank

(including filler), and keeping clean orderly work area. Perform as a back-up and relief to Pasteurizer Operators. Perform other line relief functions in Juice production.

### **JOB GRADE VII**

*Rodent and Insect Control Specialist* – Responsible for daily inspection of bait stations, ketchalls and spring traps. Must keep all rodent control devices clean and orderly. Required to bait stations, set traps and ketchalls and remove rodents. Turn in daily reports inspection results to Plant Sanitation. Must be familiar with locations of rodent control devices. Does general sanitation projects after daily rodent control inspection.

### **JOB GRADE VII**

*Sanitation Specialist* – Responsible for disassembling and assembling equipment for cleaning purposes including fillers, pasteurizer, and other critical equipment in bottling operation, including both juice and sauce. Guide and help employees in readying the plant for the following day's production, in addition to their normal job description. This will involve cleaning and sanitizing the various pieces of processing equipment and other duties necessary to create sanitary conditions. Knows and understands methods and procedures to be followed and cleaning agents to be used for specific conditions and equipment. Can mix cleaning agents and starts and stops equipment for purposes of cleaning.

### **JOB GRADE VII**

*Truck Driver (Over the Road)* – Required to operate Class B license type trucks (flat beds, dump, etc.), procure fuel service and check vehicle to ensure proper operation (oil, water, etc.), perform minor maintenance, wash vehicle as required, and aid in loading and unloading as directed.

### **JOB GRADE VII**

*Wash Room Operator* – Operates washers, sizers, peelers and all associated equipment. Required to operate equipment as necessary

to maximize fruit yield, optimize utilities usage and minimize waste. Communicates to dumping area, mechanics and supervisor on operating conditions. Performs basic preventative maintenance and line sanitation. May be required to manually record and chart data, and make necessary process adjustments based on data findings. Keeps safe, clean and orderly work area.

### **JOB GRADE VIII**

*ADCO Operator* – Operator will be required to load cartons and layer boards into the machine magazine, clears carton and/or product jams. Keeps machine and work area safe, clean and orderly. Performs PMs & mechanical repairs, as defined in the Level 1 (Operational) accountabilities. Assists mechanics during repairs. Must actively work to optimize machine and overall line performance. Also must be willing and able to do changeovers. Responsible for performing all required quality inspections and associated paperwork at assigned workstations. Makes necessary process adjustments based upon data gathered during the quality inspection process. Identify potential problems and correct situation or notify supervisor.

### **JOB GRADE VIII**

*Best Practice Fork Truck Checker* - A skilled fork truck checker having broad general knowledge of all job requirements. Performs preventative maintenance on fork trucks, dock locks, dock levelers, dock seals, racking / storage areas, palletizers, and stretch wrappers. Work is of a superior quality in areas of load accuracy, load stabilizing, personal efficiency, safety and customer/vendor relations. Requires minimal to no checking or supervision. Exercises superior initiative, diligence and efficiency. Acts as lead checker to all other lower grades. Exceeds all specifications for Grade VII. Will be responsible for safely keeping work areas clean, and the cleaning and sanitation of all equipment and facility as required. Must be willing and able to perform at the above level. Clears and restarts palletizer upon machine jams, performs stretchfilm changeovers,

operates pallet labeler, and works to keep the back-end line equipment running. Identify potential problems and correct situation or notify supervisor.

### **JOB GRADE VIII**

*Best Practice Pasteurizer Operator* – Responsible for complete operation of the pasteurizer system (tanks, pumps, heat exchangers, etc.). Must be able to effectively coordinate line start-ups, run-outs, and sanitation with the filler operators to minimize juice losses and maximize line performance. Will be responsible for cleaning and sanitation of all equipment and facility as required. Perform PMs & mechanical repairs, as defined in the Level I (Operational) accountabilities. Assists mechanics during repairs. Must actively work to optimize machine and overall line performance. Also must be willing and able to do changeovers. Responsible for performing all required quality inspections and associated paperwork at assigned workstations. Makes necessary process adjustments based upon data gathered during the quality inspection process. Identify potential problems and correct situation or notify supervisor.

### **JOB GRADE VIII**

*Best Practice Peeling Room Mechanic* – Skilled canner and food processing mechanic having broad general knowledge, capable of performing complex mechanical work requiring the use of blueprints. Capable of performing maintenance, repair and installation of machinery and equipment. Work is of high quality. Requires little checking or supervision. Exercises initiative. Is diligent and efficient. Acts as a lead to mechanics of lower grade. Keeps work area safe, neat and orderly.

### **JOB GRADE VIII**

*Best Practice Waste Water Treatment Plant Operator* – Consists of operating and maintaining waste disposal systems, pumps, screens and all associated equipment, including all contributing lines to and from said system and all other drains and cleanouts with the exception of the sanitary sewer lines. Job will consist of keeping area

around WWTP free of weeds and debris; also pallets, boxes, barrels, old machinery and scrap iron steel in an orderly fashion. Must be capable of driving lift tractor and waste truck (Class B license type trucks with flatbeds, dump, tanker, etc.). Responsible for maintenance, sampling and testing. Updates manual and computerized records. Operates centrifuge and maintains same. Puts all additives into system. Hauls waste associated with the WWTP operation (screen waste, liquid sludge, sludge cake, etc.). Directs duties of Sludge truck drivers when Waste Disposal Operator I is not available. Also:

- (1) Responsible for all sampling, testing and record keeping in accordance with Federal, State and local requirements.
- (2) Uses equipment manuals to perform recommended maintenance on all equipment.
- (3) Maximizes system capabilities to reduce pollutants in effluents.
- (4) Monitors sanitary discharge system.
- (5) Performs preventative maintenance and minor repairs (replacing seals, gaskets, etc.) on pumps and other equipment.
- (6) Requires CDL to operate waste trucks.

### **JOB GRADE VIII**

*Bulk Depalletizer Operator* – Required to operate automatic bulk depalletizer, manage the collected wood and shipboard layer dividers, check for and remove damaged bottles, and keep a clean and orderly work area. May at times be required to operate forklift to load the system with material. Perform PMs & mechanical repairs, as defined in the Level 1 (Operational) accountabilities. Assists mechanics during repairs. Must work to optimize machine and overall line performance. Also must be willing and able to do changeovers. Responsible for performing all required quality inspections and associated paperwork at assigned workstations. Makes necessary process adjustments based upon data gathered during the quality inspection process. Identify potential problems and correct situation or notify supervisor.

### **JOB GRADE VIII**

*Can Packer Operator* – Required to operate can line packer, shrinkwrapper, shrink tunnel, and palletizer. Does necessary cleaning of machines for continual operation, and keeps a safe, clean and orderly work area. Perform PMs & mechanical repairs, as defined in the Level 1 (Operational) accountabilities. Assists mechanics during repairs. Must actively work to optimize machine and overall line performance. Also must be willing and able to do changeovers. Responsible for performing all required quality inspections and associated paperwork at assigned workstations. Makes necessary process adjustments based upon data gathered during the quality inspection process. Identify potential problems and correct situation or notify supervisor.

### **JOB GRADE VIII**

*Casser Operator* – Responsible for the complete operation of casing machinery and related equipment. Does necessary cleaning of machine for continual operation and keeps a clean and orderly work area. Perform PMs & mechanical repairs, as defined in the Level 1 (Operational) accountabilities. Assists mechanics during repairs. Must actively work to optimize machine and overall line performance. Also must be willing and able to do changeovers. Responsible for performing all required quality inspections and associated paperwork at assigned workstations. Makes necessary process adjustments based upon data gathered during the quality inspection process. Identify potential problems and correct situation or notify supervisor.

### **JOB GRADE VIII**

*Chief Engineer Fireman* – Makes all necessary checks, inspections and adjustments of equipment assuring efficient and safe operation. Operates and does routine maintenance of boiler, water conditioning and associated equipment. Thoroughly experienced in operation of a boiler with previous actual experience. Makes all necessary tests, meter readings and adjustments required for efficient opera-

tion of boiler. Must cooperate with and receive directions and instruction from commercial water treatment company representatives designated by management. Has practical knowledge of basic principles of efficient and safe boiler operation. Responsible for guiding and directing Engineer Fireman. Keeps work area neat and orderly.

### **JOB GRADE VIII**

*Cooler Operator* – Primary job duties: responsible for the complete operation of the cooling systems. Responsible for the complete operation and optimization of water reclaim system and line lube systems. Perform PMs & mechanical repairs, as defined in the Level 1 (Operational) accountabilities. Assists mechanics during repairs. Must actively work to optimize machines and overall line performance. Also must be willing and able to do changeovers. Responsible for performing all required quality inspections and associated paperwork at assigned workstations. Makes necessary process adjustments based upon data gathered during the quality inspection process. Must safely keep the machines, and work areas clean and orderly. Identify potential problems and correct situation or notify supervisor.

Secondary job duties: To assist in unloading sugar deliveries.

### **JOB GRADE VIII**

*Electrician I* – Required to perform general electrical work such as layouts; assembles, installs and tests electrical apparatus; measures, cuts, threads and bends conduit. Installs panel boxes, remote control equipment, motors, power and lighting circuits; tests for and eliminates trouble and any other electrical work. Works with a minimum of supervision on all electrical related jobs and acts as a lead to electricians of lower classification. Work is of good quality, is diligent and efficient. Keeps work area neat and orderly.

### **JOB GRADE VIII**

*Evaporator Operator* – Responsible for the complete operation of

pumps, valves, agitators and other equipment necessary to evaporate (concentrate) juice products and produce a quality product. Maintain related equipment in good operating condition. Cleans and sanitizes drums used to package finished product. Responsible for weighing and marking weight on filled drum tags. Responsible for sanitation of all equipment in evaporation area. Responsible for loading & unloading of tankers and incoming raw materials, and completion of all associated paperwork & quality control checks for the above tasks. Must operate equipment efficiently, and coordinate the start-up and shut-down of the evaporator to minimize impact to the rest of the operation. May be required to assist the Apple Juice Prep Operator. Perform PMs & mechanical repairs, as defined in the Level 1 (Operational) accountabilities. Assists mechanics during repairs. Must actively work to optimize machines and overall line performance. Also must be willing and able to do changeovers. Responsible for performing all required quality inspections and associated paperwork at assigned workstations. Makes necessary process adjustments based upon data gathered during the quality inspection process. Must safely keep machines, and work areas clean and orderly. Identify potential problems and correct situation or notify supervisor.

### **JOB GRADE VIII**

*Filler-Capper Operator* – Requires complete operation of filler and capper, adding caps and /or lids as needed, relieving jams, removing improperly filled containers, adjust and maintain proper sanitation of glass rinses, check all incoming ware for defects before filling, adjust temperature of jar heating tunnel to maintain proper temperature of ware, and keeping a clean orderly work area. Perform PMs & mechanical repairs, as defined in the Level 1 (Operational) accountabilities. Assists mechanics during repairs. Must actively work to optimize machine and overall line performance. Also must be willing and able to do changeovers. Responsible for performing all required quality inspections and associated paperwork at assigned workstations. Makes necessary process adjustments based

upon data gathered during the quality inspection process. Must safely keep the machines and work areas clean and orderly. Identify potential problems and correct situation or notify supervisor.

### **JOB GRADE VIII**

*Floor Scrubber / Pest and Rodent Control Specialist* – Operates and maintains scrubber, is responsible for proper cleaning of floors in his designated area of the plant. Uses correct cleaning materials, keeps machine clean, brushes repaired, reservoir cleaned and rinsed after use. Is careful not to damage goods in warehouses or equipment in all areas, keeps scrubber storage area clean and orderly. Responsible for daily inspection of bait stations, ketchalls and spring traps. Must order pesticides and rodent devices and keep all rodent control devices clean and orderly. Required to bait stations, set traps and ketchalls and remove rodents. Must be familiar with locations of rodent control devices. Turn in daily reports, inspection results to Plant Sanitation and follow all EPS and F.I.F.R.A. rules and laws. Must be N.Y. State certified. Does general sanitation projects after daily rodent control inspection: forklift operator responsible for pickup and delivery of waste and recycling bins, dumping garbage and operating recycling balers.

### **JOB GRADE VIII**

*Labeler Operator* – Requires complete operation of labeling equipment, including starting and stopping labeler, feeding labels, bending labels to facilitate feeding of same, making minor machine adjustments; properly adjust fingers on the basket, properly adjust roll sponge pressure. Requires adding glue as needed, clean and inspect glue pump stoppage, clean grippers, inspecting and removing improperly labeled ware. Perform PMs & mechanical repairs, as defined in the Level 1 (Operational) accountabilities. Assists mechanics during repairs. Must actively work to optimize machine and overall line performance. Also must be willing and able to do changeovers. Responsible for performing all required quality inspections and associated paperwork at assigned workstations.

Makes necessary process adjustments based upon data gathered during the quality inspection process. Identify potential problems and correct situation or notify supervisor.

### **JOB GRADE VIII**

*Maintenance Stockroom Clerk* – Responsible for keeping parts in order in the stockroom. Keeps an inventory of parts and from this inventory requests purchasing of parts to maintain inventory level. Inspects, unpacks and puts into stockroom all incoming parts and materials. Must have knowledge of machinery and building parts. Disperses parts to mechanics and electricians with authorization. Keeps area neat and orderly.

### **JOB GRADE VIII**

*Mechanic Class 1* – Skilled canner and food processing mechanic having broad general knowledge, capable of performing complex mechanical work requiring the use of blueprints. Capable of performing maintenance, repair and installation of machinery and equipment. Work is of high quality. Requires little checking or supervision. Exercises initiative, is diligent and efficient. Acts as a lead to Mechanics of lower grade. Keeps work area neat and orderly.

### **JOB GRADE VIII**

*OCME Packer Operator* – Responsible for the complete operation of the Ocme Packer and Palletizer and related equipment. Perform PMs & mechanical repairs, as defined in the Level 1 (Operational) accountabilities. Assists mechanics during repairs. Must actively work to optimize machine and overall line performance. Also must be willing and able to do changeovers. Responsible for performing all required quality inspections and associated paperwork at assigned workstations. Makes necessary process adjustments based upon data gathered during the quality inspection process. Must safely keep the facility, machines and work areas clean and orderly. Identify potential problems and correct situation or notify supervisor.

### **JOB GRADE VIII**

*Relief Line Operator* – Responsible for complete operation of assigned relief stations and all other associated work. Required to handle empty cases and other line problems when not relieving, train other operators, perform Best Practice quality checks, watch for defective materials, and perform any other related work in accordance with on-line quality and Best Practice procedures. Will be responsible for cleaning and sanitation of all equipment and facility as required. Perform PMs & mechanical repairs, as defined in the Level I (Operational) accountabilities. Assists mechanics during repairs. Must actively work to optimize machine and overall line performance. Also must be willing and able to do changeovers. Responsible for performing all required quality inspections and associated paperwork at assigned workstations. Makes necessary process adjustments based upon data gathered during the quality inspection process. Identify potential problems and correct situation or notify supervisor.

### **JOB GRADE VIII**

*Truck Driver Class 1* – Must have a valid Class A New York State driver's license, and pass ICC physical examination every two years. Responsible for maintaining proper drivers log and all other necessary paper work. Knows and observes traffic laws including weight limits in all states in which he operates. Loads and unloads trailer as required, and performs minor maintenance on tractor and trailer and does daily safety check of vehicle. Keeps tractor, cab and trailer clean and orderly. Must adhere to all D.O.T. rules and regulations.

### **JOB GRADE VIII**

*Shapes Line Operator* – Responsible for the complete operation of all Shapes Line equipment. Perform PMs & mechanical repairs, as defined in the Level I (Operational) accountabilities. Assists mechanics during repairs. Must actively work to optimize machine and overall line performance. Also must be willing and able to do

changeovers. Responsible for performing all required quality inspections and associated paperwork at assigned workstations. Makes necessary process adjustments based upon data gathered during the quality inspection process. Must safely keep the machines and work areas clean and orderly. Identify potential problems and correct situation or notify supervisor.

### **JOB GRADE IX**

*Apple Juice Prep Operator* – Responsible for complete juice preparation operations, from enzyme addition until juice is graded for bottling or is evaporated and transferred to the AJC storage tanks. The operator is responsible for managing enzyme addition, grinding, mash tanks, pressing, pumice removal raw juice heating and depectinization, ultrafiltration, grading of juice and AJC storage and transfer tanks, juice receiving, pumps, valves, agitators, the apple juice concentration system, etc. Coordinates the start-up, operation, and shut-down of the evaporator to minimize impact to the rest of the sites operation. The operator must maintain the highest levels of quality, yields, and throughput. Work is of superior quality. Requires minimal to no checking or supervision. Exercises superior initiative, diligence and efficiency. Will be responsible for cleaning and sanitation of all equipment and facility as required. Acts as lead to the assistant assigned in the apple juice preparation area. Responsible for performing the following in-process checks: Brix, %ISS, Pectin, Starch and Turbidity, etc. Must have thorough understanding of all process repairs on all equipment, as defined in Level I (Operational) accountabilities. Will be responsible to complete all reports associated with proper operation of equipment, including computer operations. Will be responsible to operate a forklift in the normal course of their job. Responsible for loading & unloading of tankers and incoming raw materials, and completion of all associated paperwork & quality control checks for the above tasks. Also may be called upon to weigh ingredients, dump ingredients, add water, operate agitators, pumps, filters, homogenizers, etc., supplying product to the production line, recording ingredients as used.

Must keep equipment and work areas clean and orderly. Identify potential problems and correct situation or notify supervisor.

### **JOB GRADE IX**

*Applesauce Technician* – Responsible for complete operation of the applesauce cookroom to include operating all equipment to maximize apple yields, product quality and product specifications. Responsible for cleaning of entire sauce preparation area which includes the direction of cleaning personnel. Responsible for performing the following checks: brix, ascorbic acid, color, consistency, defect level, etc. Responsible for apple volume control and proper ingredient mixtures.

### **JOB GRADE IX**

*Chief Engineer Fireman* – Makes all necessary checks, inspections and adjustments of equipment assuring efficient and safe operation. Operates and does routine maintenance of boiler, water conditioning and associated equipment. Thoroughly experienced in operation of boiler with previous actual experience. Makes all necessary tests, meter readings and adjustments required for efficient and safe operation of the boiler. Must cooperate with and receive direction and instruction from commercial water treatment company representatives designated by management. Responsible for guiding and directing Engineer Firemen. Responsible for plowing and lawn maintenance around boiler house. Shovels and salts main reception entrance. Keeps work area neat and orderly. Checks flow at chlorinator, ensures water flow is visibly clean. Monitors screen house pumps every two (2) hours to prevent over flows. Monitors operation of blower house and mixers. Notifies Waste Disposal Operator if problems arise.

### **JOB GRADE IX**

*Filler Operator* -- Responsible to for the complete operation of the MSAS Filler/Capper, Williamson Line Filler/Capper, and Can Line Filler/Seamer. Must have thorough knowledge, understanding, and ability to troubleshoot the container conveying, rinsing, hot fill, cold

fill, and capping/lidding processes. Must be willing and able to do change overs and machine timings. Actively works to optimize raw material and juice yields. Perform PMs & mechanical repairs, as defined in Level I (Operational) accountabilities. Assists mechanics during repairs. Must actively work to optimize machine and overall line performance. Responsible for performing all quality inspections and associated paperwork at assigned work stations. Makes necessary process adjustments based upon data gathered during the quality inspection process. Must safely keep the machines and work areas clean and orderly. Identify potential problems and correct situation or notify supervisor.

### **JOB GRADE IX**

*Group Leader* – Assists Supervisors in planning departmental work, departmental administrative duties and placement of employees on specific jobs. Also capable of handling all aspects of filling out timesheets. Sometimes called upon to relieve employees on key positions. May be called upon to investigate safety, quality or productivity issues and present that information to management. Group Leaders can be asked to provide technical feedback regarding an applicant's skills and abilities in accordance with Article VI, Section 4 of the Labor Agreement. Group Leaders are governed by the rules of the National Labor Relations Act regarding Union employees. Sees that work area is kept neat and orderly.

### **JOB GRADE IX**

*Materials Attendant* – Loads and unloads trucks. Maintains accurate inventory of materials necessary to support plant requirements. Scans and enters information into Inventory Management System. Receives, checks, stocks and maintains warehousing locations for these items. May also be required to coordinate special shipments. Exceeds specifications for Grade 8 Best Practice Fork Truck Checker. May be required to do other work as requested.

### **JOB GRADE IX**

*OCME Packer Technician* – In addition to OCME Packer Operator

– Grade VIII duties, knowledgeable and proficient in performing complete machine overhauls independently Perform PMs & mechanical repairs, as defined in the Level 2 (Technical) accountabilities. Must actively work to optimize machine and overall line performance. Also must be willing and able to do changeovers. Responsible for performing all required quality inspections and associated paperwork at assigned workstations. Makes necessary process adjustments based upon data gathered during the quality inspection process. Must safely keep the facility, machines and work areas clean and orderly. Identify potential problems and correct situation or notify supervisor.

#### **JOB GRADE IX**

*Relief / Applesauce Technician* – Responsible for complete operation of the applesauce cookroom to include operating all equipment to maximize apple yields, product quality and product specifications. Responsible for cleaning of entire sauce preparation area which includes the direction of cleaning personnel. Responsible for performing the following checks: brix, ascorbic acid, color, consistency, defect level, etc. Responsible for apple volume control and proper ingredient mixtures. Perform as a back-up and relief to Applesauce Technician. Perform other line relief functions in Sauce production.

#### **JOB GRADE IX**

*Sauce Glass Labeler Operator* – Requires running two labelers; starting and stopping labelers, feeding labels, bending labels to facilitate feeding of same, making minor machine adjustments; properly adjust fingers on the basket, properly adjust roll sponge pressure. Requires adding glue as needed, clean and inspect glue pump stoppage, clean grippers, inspecting and removing improperly labeled ware. Requires cleaning and lubricating of machine on a regular basis, keeping a clean and orderly work area Performs PMs & mechanical repairs, as defined in the Level 1 (Operational) accountabilities. Assists mechanics during repairs. Must actively

work to optimize machine and overall line performance. Also must be willing and able to do changeovers. Responsible for performing all required quality inspections and associated paperwork at assigned workstations. Makes necessary process adjustments based upon data gathered during the quality inspection process. Identify potential problems and correct situation or notify supervisor.

### **JOB GRADE X**

*Blender 1A* – Responsible for producing finished product for production area. Locates, validates and weighs ingredients. Makes batch adjustments to meet specifications. Responsible for performing all QC checks to ensure product meets all specifications for release to production lines. Will fill out all documents as necessary to support the batching operation. Responsible for the complete operation of all batch equipment. Will perform preventative maintenance and operational troubleshooting and repair of batch equipment. Acts as a lead to all other lower grades assigned to batch operations. Responsible for sampling, loading/unloading or raw material bulk tankers and other unitized loads of juice concentrates and other materials. Unloads and checks in raw ingredients as necessary. Assists in all juice preparation operations from unplugging UF, clean and test plates on heat exchangers for defects and Bucher Press sock repair and installation. Will be responsible for cleaning and sanitizing all equipment and facility as required.

### **JOB GRADE X**

*Fork Truck Mechanic* – Skilled technician having broad general and technical knowledge of forklifts, yard tractors, floor scrubbers, truck and general maintenance. Capable and responsible for filling out forms that relate to job and policies set by management. Capable of inventory control and parts ordering through vendors authorized by management. Skilled in the use of manufacturers' service repair and parts' manuals. Capable of utilizing a broad range of computer diagnostic equipment according to different manufacturers' repair pro-

cedures in order to troubleshoot and repair equipment in a timely manner. Capable of furthering education on ever evolving technology by attending courses set up by management. Capable and responsible for quality repairs involving any and all maintenance, tires and part installations. Skilled in welding, use of acetylene torches and OSHA related equipment. Personal requirements include ability to drive forklifts, yard tractors, floor scrubbers and trucks. Possesses own tools. Employee takes directives from management, but requires little supervision. Keeps work area safe, clean and orderly, including inventory storage area.

#### **JOB GRADE X**

*General Maintenance Mechanic* – Skilled food processing mechanic specializing in welding and plumbing. Must have a broad general knowledge of welding techniques (i.e. MIG, TIG, Sanitary, Stick, etc.) and must be able to apply these techniques to various operations within the plant. Must have general knowledge of various power tools and be able to operate these tools in a safe and proficient manner. Must be proficient in blueprint reading, equipment fabrication, equipment installation, forklift operation, and lathe operation. Must be able to perform plumbing related to the food processing operation. Will be proficient in the following areas: installation and repair of all water, drain, boiler, HVAC, air compressors, condensate, natural gas, refrigeration, hot water baseboard, and all related systems. Must be proficient in pump repairs. Must be knowledgeable and proficient in all phases of plumbing. Assists in budgeting of plumbing supplies and inventory control of same. Must be knowledgeable and proficient in roof repairs and building maintenance. Can work from simple blueprint or sketch. Keeps work area clean and orderly.

#### **JOB GRADE X**

*Production Lead Mechanic* – Skilled food processing line mechanic having broad general knowledge, capable of performing complex mechanical work requiring the use of blueprints. Capable of per-

forming maintenance, repair and installation of machinery and equipment. Work is of superior quality. Requires minimal to no checking or supervision. Exercises superior initiative, diligence and efficiency. Acts as a lead mechanic to all other lower grades. Exceeds all specifications for Grade VIII. Keeps work area neat and orderly. Must be willing and able to perform at the above level.

### **JOB GRADE X**

*Stockroom and Spare Parts Administrator* – Responsible for keeping parts in order in the stockroom. Keeps an inventory of parts and from this inventory requests purchasing of parts to maintain inventory level. Inspects, unpacks and puts into stockroom all incoming parts and materials. Must have knowledge of machinery and building parts. Disperses parts to mechanics and electricians with authorization. Responsible for sourcing, pricing and purchasing of maintenance spare parts. Creates purchase orders and posts good issues / receipts on SAP system. Manages consignment stock inventory and reports consignments usages to maintenance managers and consignors. Coordinates inventory of spare parts. Acts as lead to maintenance stockroom clerk. Must have personal computer skills. Must exhibit initiative, and good organizational and communication skills. Keeps area safe, neat and orderly.

### **JOB GRADE X**

*Waste Disposal Operator I* – Consists of operating and maintaining waste disposal systems, pumps, screens, and all associated equipment, including all contributing lines to and from said system and all other drains and cleanouts with the exception of the sanitary sewer lines. Job will consist of keeping area around WWTP free of weeds and debris; also pallets, boxes, barrels, old machinery and scrap iron steel in an orderly fashion. Must be capable of driving lift tractor and waste truck (Class B license type trucks with flatbeds, dump, tanker, etc.). Responsible for maintenance, sampling and testing. Updates manual and computerized records. Operates centrifuge and maintains same. Puts all additives into system. Hauls

waste associated with the WWTP operation (screen waste, liquid sludge, sludge cake, etc.). Directs duties of Waste Disposal Operator II and Sludge Truck Drivers. Also:

- (1) Responsible for all sampling, testing and record keeping in accordance with Federal, State and local requirements.
- (2) Uses equipment manuals to perform recommended maintenance on all equipment.
- (3) Maximizes system capabilities to reduce pollutants in effluents.
- (4) Monitors sanitary discharge system.
- (5) Performs preventative maintenance and minor repairs (replacing seals, gaskets, etc.) on pumps and other equipment.
- (6) Orders & maintains inventory of treatment and testing chemicals, nutrients and maintains spare parts.
- (7) Responsible for all WWTP waste hauling and maintain proper record keeping of this activity. Regulates volume of sludge per acre to stay within specified nutrient loading rates. Also assigns tasks to Yard drivers when unable to haul waste.
- (8) Requires CDL to operate waste trucks..

#### **JOB GRADE XI**

*Electrical (E/m) Technician* – Skilled food processing line electrician with advanced electrical and electronic knowledge possessing broad mechanical knowledge, capable of performing complex mechanical work requiring the use of blueprints. Capable of performing maintenance, repair and installation of machinery and equipment. Work is of superior quality. Requires minimal to no checking or supervision. Exercises superior initiative, diligence and efficiency. Acts as a lead electrician/mechanic to all lower grades. Exceeds all specifications for electricians of lower grades. Keeps work area neat and orderly. Must be willing and able to perform at the above level.

#### **JOB GRADE XI**

*Mechanical (M/e) Technician* – In addition to the duties of a Grade

X Production Lead Mechanic; able to modify and repair panel boxes, remote control equipment, motors, power and lighting controls and circuits. Capable of troubleshooting and determining simple and intermediate control problems. Has basic knowledge and understanding of logic controllers and other electrical devices. Will assist Grade 12 Electro-Mechanical Technician as necessary.

### **JOB GRADE XI**

*Production Lead Electrician* – Skilled food processing line Electrician having broad general knowledge, capable of performing complex mechanical work requiring the use of blueprints. Capable of performing maintenance, repair and installation of machinery and equipment. Work is of a superior quality. Requires minimal to no checking or supervision. Exercises superior initiative, diligence and efficiency. Acts as a lead electrician to all other lower grades. Keeps work area neat and orderly. Must be willing and able to perform at the above level.

### **JOB GRADE XII**

*Electro-Mechanical Technician* – In addition to Production Lead Mechanic and Production Lead Electrician duties, employee will have shift responsibility for maintenance and calibration of micro-processor based control equipment, general instrumentation and electrical control systems to carry out first line diagnostic, troubleshooting and maintenance work, ability to read and understand relay logic and schematic diagrams, perform tests and calibration procedures using test equipment and instrumentation which includes CRT terminals and data recorders. Will frequently work under pressure to diagnose problems. Must have understanding of industrial power distribution and wiring practices. Installs panel boxes, remote control equipment, motors, power and lighting circuits. Works with a minimum of supervision on all electrically related jobs. Acts as a lead to electricians in all other grades. Keeps work area clean and orderly. Performs all work in conformance with safe work practices.

## **JOB GRADE IXLT**

*Best Practice Production Lead Technician* – Responsible for the complete operation of all equipment in the department and may be called upon to coordinate the relief of all positions in the department. In addition to the BPO duties associated with each job in the department, the BPO Production Lead Technicians are also responsible for mechanical troubleshooting, preventative maintenance, and minor repair as defined in the Level 2 (technical) accountabilities. Also responsible for line changeovers for all of the equipment located in the department. When not relieving, may be called upon to perform any other related work, including the training of other operators. Will work closely with the departmental Group Leader(s) to identify training areas needed while monitoring safety, quality and productivity issues. Acts as a lead to all other lower machine operator grades. Must actively work to optimize machine and overall line performance. Responsible for performing all required quality inspections and associated paperwork at assigned workstations. Makes necessary process adjustments based upon data gathered during the quality inspection process. Must safely keep the facility, machines, and work areas clean and orderly, including sanitation duties. Identify potential problems and correct situation or notify supervisor.

## **JOB GRADE IX P**

*Plastic Department Line Technician* – Responsible for working in a team based environment and will be responsible for complete operation and preventative maintenance of all the equipment located in the PhD department. Will be responsible to conduct all on-line quality checks as required for each specific machine and raw product. Will be responsible for mechanical troubleshooting, preventative maintenance, and minor repair as defined in the Level 2 (technical) accountabilities. Also responsible for line changeovers of each specific machine. Will be responsible to write all reports associated with proper operation of equipment, including computer operations. Will be responsible for maintaining the highest standards of safety

and industrial hygiene. Will be responsible to operate a forklift or other moving equipment to service production lines as required. Must keep the facility, machines, and work areas clean and orderly, including sanitation duties. Identify potential problems and correct situation or notify supervisor.

### **JOB GRADE X P**

*Plastic Department Core Maintenance Technician / Mechanic* – In addition to meeting the responsibilities for a Grade IX P, Plastic Department Technician, responsibilities will include: performing all mechanical maintenance repairs in the Plastic Department, including facilities maintenance; perform training on preventative maintenance and machine adjustments; order parts and maintain accurate inventory; maintain maintenance and repair logs; perform changeovers of all line equipment; and assist wherever needed.

### **JOB GRADE XII P**

*Plastic Department Core Maintenance Technician – Electrical / Mechanical* – In addition to the responsibilities for Grades IX P and X P-Plastic Department Technicians, responsibilities will include: responsible for performing all mechanical and electrical maintenance and repair in the Plastic Department, including facilities maintenance; perform training on mechanical preventative maintenance and machine adjustment; order parts and maintain accurate inventory; maintain maintenance and repair logs; perform changeover of all line equipment; specific responsibilities for maintenance and repair of systems including but not limited to the following: general instrumentation system; calibration of all equipment; power distribution systems; CRT terminals and data recorders; and programming and repairs of PLC's.

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JANUARY							FEBRUARY							MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	2	3	4	5	6	7	8	2	3	4	5	6	7	8	6	7	8	9	10	11	12	
5	6	7	8	9	10	11	9	10	11	12	13	14	15	9	10	11	12	13	14	15	13	14	15	16	17	18	19
12	13	14	15	16	17	18	16	17	18	19	20	21	22	16	17	18	19	20	21	22	20	21	22	23	24	25	26
19	20	21	22	23	24	25	23	24	25	26	27	28	23	24	25	26	27	28	29	27	28	29	30				
26	27	28	29	30	31								30	31						27	28	29	30				
MAY							JUNE							JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	3	4	5	6	7	8	9			
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30	27	28	29	30	31	27	28	29	30	31	24	25	26	27	28	29	30		
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5			1	2	3	4			1	2	3	4			1	2	3	4	5		
6	7	8	9	10	11	12	5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13
13	14	15	16	17	18	19	12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20
14	15	16	17	18	19	20	19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27
21	22	23	24	25	26	27	26	27	28	29	30	31	23	24	25	26	27	28	29	28	29	30	31				
28	29	30																									

## 2015

JANUARY							FEBRUARY							MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7	5	6	7	8	9	10	11
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14	12	13	14	15	16	17	18
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21	19	20	21	22	23	24	25
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28	26	27	28	29	30		
25	26	27	28	29	30	31								29	30	31											

  

MAY							JUNE							JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2		1	2	3	4	5	6	1	2	3	4				2	3	4	5	6	7	8	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	9	10	11	12	13	14	15
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	16	17	18	19	20	21	22
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	23	24	25	26	27	28	29
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	30	31						
31																											

  

SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3					1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31		

## 2016

JANUARY							FEBRUARY							MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2		1	2	3	4	5	6	1	2	3	4	5			1	2	3	4	5	6	7	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	6	7	8	9	10	11	12	3	4	5	6	7	8	9
10	11	12	13	14	15	16	14	15	16	17	18	19	20	13	14	15	16	17	18	19	10	11	12	13	14	15	16
17	18	19	20	21	22	23	21	22	23	24	25	26	27	20	21	22	23	24	25	26	17	18	19	20	21	22	23
24	25	26	27	28	29	30	28	29						27	28	29	30	31			24	25	26	27	28	29	30
31																											

  

MAY							JUNE							JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2		1	2	3	4				1	2	3	4	5			2	3	4	5	6	7	8
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31			
														31													

  

SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3					1	2	3	1	2	3	4	5			1	2	3	4	5	6	7
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
							30	31																			

## 2017

JANUARY							FEBRUARY							MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	3	4	5	6	7	8
8	9	10	11	12	13	14	12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
15	16	17	18	19	20	21	19	20	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
22	23	24	25	26	27	28	26	27	28	26	27	28	29	30	31	23	24	25	26	27	28	29	30				
29	30	31																									

  

MAY							JUNE							JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12	
7	8	9	10	11	12	13	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
14	15	16	17	18	19	20	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
21	22	23	24	25	26	27	25	26	27	28	29	30	23	24	25	26	27	28	29	27	28	29	30	31			
8	29	30	31										30	31													

  

SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
24	25	26	27	28	29	30	29	30	31	26	27	28	29	30	24	25	26	27	28	29	30	31					

## 2018

JANUARY							FEBRUARY							MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	4	5	6	7	8	9	10	4	5	6	7	8	9	10	8	9	10	11	12	13	14
7	8	9	10	11	12	13	11	12	13	14	15	16	17	11	12	13	14	15	16	17	15	16	17	18	19	20	21
14	15	16	17	18	19	20	18	19	20	21	22	23	24	18	19	20	21	22	23	24	22	23	24	25	26	27	28
21	22	23	24	25	26	27	25	26	27	28	25	26	27	28	29	30	31	29	30								
8	29	30	31																								

  

MAY							JUNE							JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31	24	25	26	27	28	29	30	29	30	31	26	27	28	29	30	31							

  

SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
23	24	25	26	27	28	29	8	29	30	31	25	26	27	28	29	30	23	24	25	26	27	28	29	30			

## NOTES