

**LABOR AGREEMENT**

**Between**

**THE WESTERN SUGAR COOPERATIVE**

**And**

**LOCAL UNION NO. 280G  
BAKERY, CONFECTIONERY, TOBACCO WORKERS and  
GRAIN MILLERS INTERNATIONAL UNION, AFL-CIO**

**TORRINGTON, WYOMING**

**May 1, 2019 to April 28, 2022**

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THIS AGREEMENT is between The Western Sugar Cooperative (hereinafter referred to as "Company"), and Local Union No. 280G of the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union, AFL-CIO, Torrington Wyoming Facility, (hereinafter referred to as the "Union").

#### **RECOGNITION**

A) WHEREAS, The Company is willing to recognize the Union as the collective bargaining representative of the employees subject to this Agreement at the Company's terminal/packaging at which the Union is located; and

B) WHEREAS, the Unions and the Company have recently concluded collective bargaining negotiations, the Company and the Unions desire to set forth the understanding and agreement which has been reached between them at said collective bargaining negotiations:

C) NOW THEREFORE, it is hereby mutually agreed between the Company and the Union as follows:

#### **ARTICLE 1**

##### **EMPLOYEES AND WORK COVERED**

A) This Agreement will cover the employees and the work performed by employees assigned to the classifications hereinafter set forth in the Work Classification and Wage Schedule, appended hereto.

B) It is agreed, however, that situations may arise wherein it is necessary to perform production, maintenance, installation, construction, demolition or other work on existing and/or new plant properties, facilities and/or equipment on the factory site. Such work may consist of improvements to, repairs on, additions to, replacement, moving, demolition, razing or elimination of, or new erection and construction of any and/or all plant properties, facilities and/or equipment. The parties agree that the Company shall not be requested by the Union, nor be required by this Agreement, to cede work jurisdiction on any such work referred to above to any other Union regardless of any work jurisdiction directives or agreements.

C) All work which can be properly, safely and economically performed by employees covered by this Agreement will be assigned to and performed by employees covered by this Agreement. However, the parties agree that the Company's Supervisors, are working supervisors and the said supervisors will perform hands on work, provided such does not result in layoff of employees on the active payroll or

preclude recall for periods in excess of one day of year-round employees on layoff who possess the required skills, experience, ability, knowledge and training.

D) The Company reserves the right to contract out any work, provided:

1) The skills, knowledge, experience, or equipment are unavailable at the Factory, or

2) Time schedules cannot be met with available year-round employees or equipment at the Factory, or

3) The cost of performance at the Factory is unreasonably high as compared with the cost of a contractor. Should this subsection be applicable, the Company will provide the Union with a comparison of the cost of performance at the Factory and that of the contractor, or

4) Maintenance work performed pursuant to a service contract or warranty.

The Company agrees the contracting out of work pursuant to this section shall not result in a layoff of employees on the active payroll or preclude recall of year-round employees on layoff who possess the required experience, skills, ability, knowledge and training. The Company agrees to meet with the Union's Employee Committee prior to contracting out work at the Factory. The meeting will be for the purpose of providing details as to the need to contract out such work.

## ARTICLE 2

### WORK HOURS

A) The work week shall commence at 12:01 A.M. Sunday. The work week schedule to be utilized will be the rotating four shift work week schedule currently in effect at the Terminal location. The normally scheduled work week for year round employees will be at least forty (40) hours. This does not guarantee any number of hours of work per day, or of any number of days per week or year. The Company will schedule employees so they have consecutive days off, except in cases of emergencies over which the Company has no control.

B) If it becomes necessary for the Company to change the days or hours of work, including normally scheduled days off, the Company will insofar as practical, provide three days advance notice to affected employees.

C) No split shifts will be scheduled.

D) The Company will discuss with the Union Committee any employment which has a normally scheduled work week which is less than forty (40) hours per week.

E) Alternate work schedules may be established upon mutual agreement of the parties.

### **ARTICLE 3**

#### **REPORTING PAY**

Any employee reporting for work at the proper time of his/her shift and sent home, or working less than two (2) hours, shall receive two (2) hours pay.

### **ARTICLE 4**

#### **WAGES**

- A) Unless provided otherwise herein, Employees will receive not less than the hourly rate for his/ her classification as shown in the Work Classification and Wage Schedule, Appended hereto.
- B) The Company will provide direct deposit services for the employee wages.
- C) Any full time employee whose job has been eliminated due to technological or equipment changes shall retain his/her classified rate of pay until he/she is able to successfully bid on a position of equal or greater classification. Employees who are on a protected rate status must bid on positions for which they are qualified. The maximum length of time for rate protection shall be nine (9) months from the date of notification of job elimination provided the employee no longer performs the work in question and the employee retains full time status.

### **ARTICLE 5**

#### **TRANSFERS and CLOSURES**

A) The Company may, with the consent of an employee, transfer him/her from one plant to another, in case of a vacancy, and any employee so transferred shall carry with him/her the seniority date and such continuous service as the employee may have obtained in the plant from which the employee is transferred for the purpose of benefit eligibility. For the purposes of layoff and promotions, the transferred employee's seniority, if any, will be governed by the terms of the Labor Contract in effect at the facility to which the employee is transferred.

B) In the event it becomes necessary to close down the operations at the facility where employees are covered by this Agreement, the Company shall have the right, with the consent of the employee, to transfer and employ the employees of the closed facility to vacant positions at the other facilities of the Company in jobs for which they have a demonstrated capacity.

C) In the event a closed factory is again placed in operation, year-round employees who were transferred from such factory because of the closing will be given first consideration for employment at said reopened factory in jobs for which they have a demonstrated capacity.

D) In the event that an employee is temporarily transferred to another facility, the employee will continue to be governed by this Agreement.

## ARTICLE 6

### OVERTIME

Although a certain amount of overtime work may be necessary, it is the Company's intent to reduce excessive overtime work requirements during the term of this Agreement.

A) The Company will pay overtime at the rate of one and one-half times the employees' regular straight time hourly rate for the following overtime:

1) For all work performed by any employee in excess of eight (8) hours per day.

2) For all work performed by any employee in excess of forty (40) hours in one week Sunday through Saturday.

3) For all work performed on any holiday recognized in Article 8.

4) For all work performed on an employee's scheduled days off, including Saturday and Sunday, unless Saturday or Sunday is a scheduled work day. An employee's normal work schedule will not be involuntarily reduced if such employee is scheduled to perform work on a Sunday.

5) For hours actually worked during a call-out period, or a minimum of two (2) hours, whichever is greater.

6) Overtime for the same period shall be paid only under one of the listed classifications as set forth above in this policy. There shall be no duplication or pyramiding of overtime, or other premium time or penalty time.

7) In computing overtime, hours paid for time not actually worked, i.e. holidays, vacation and any allowances, will not be used in the computation of weekly overtime

B) The Company will pay overtime at the rate of double times (2x) the employee's regular straight time hourly rate for all work performed in excess of twelve (12) consecutive hours of work.

C) An employee receiving overtime for consecutive hours of work which overlaps

work weeks (Sunday 12:00 a.m.) will continue to receive overtime pay for the consecutive hours of work during the new work week.

D) Any overtime work required on the employee's regular job, or required without interruption after the completion of at least one full shift on a job to which employee has been assigned, shall be performed by such employee except that upon mutual agreement of the employee and Company the work may be assigned to another employee.

This section shall apply only if overtime is being paid to perform the work in question. Nothing herein shall be interpreted to require the Company to assign work on an overtime basis when such work can be performed by a qualified person on a straight time basis.

## ARTICLE 7

### HOLIDAYS

A) Employees will observe the following holidays, subject to the listed provisions:

B)

NEW YEARS DAY

WASHINGTON'S BIRTHDAY (PRESIDENT DAY)

GOOD FRIDAY

\*FLOATING HOLIDAY

MEMORIAL DAY

INDEPENDANCE DAY

LABOR DAY

THANKSGIVING DAY

CHRISTMAS DAY

\*Floating holiday to be observed as a terminal/packaging unit - such day to be determined by the Terminal/Packaging Manager. The Terminal/Packaging Manager will confer with the Union Bargaining Committee as to the employees' preferences as to the floating holiday.

### C) HOLIDAY PROVISIONS

- 1) In order to be eligible for holiday pay for holidays not worked, employees must have worked the last regular work day of their work schedule prior to, and the first regular work day following the holiday.

Payment will be made in cases where absences are excused by the Company.

- 2) In order to be eligible for holiday pay, an employee must also have performed actual work for the Company within a 45 day period of the holiday.
- 3) Employees who work on a holiday will be paid holiday pay in addition to time and one-half (1 1/2x) for all hours worked. Employees who are required to work on Thanksgiving, Christmas, New Year's Day, and/or Presidents' Day may, at their discretion, elect to be paid eight (8) hours holiday pay or receive an additional eight (8) hours of vacation for each such worked holiday. Notice of such election must be given to the Company at least one pay period prior to the pay period in which the elected holiday occurs. Holidays hours elected to be converted are subject to the provisions of Article 9 VACATIONS.
- 4) Employees whose vacations are scheduled during a week in which a paid- for holiday occurs shall be granted the holiday in addition to the scheduled vacation.
- 5) Holiday pay shall not be paid to any employee who is on an approved leave of absence.
- 6) The above named holidays will be recognized on the days on which they occur.
- 7) Holidays occurring on Saturday or Sunday will be recognized on the preceding Friday or succeeding Monday, respectively.

## Article 8

### VACATIONS

A) Full Time employees will be entitled to vacations as follows:

Years of Continuous Service	Vacation Days	Hours of <u>Straight Pay</u>
1	5 Work Days	40 Hours
2	10 Work Days	80 Hours
10	15 Work Days	120 Hours
17	17 Work Days	136 Hours
20 or more	20 Work Days	160 Hours

B) Where requested vacation periods conflict, preference shall be given to the senior employee.

C) The Company reserves the right to request an employee to postpone the taking of his/her vacation, or a part thereof, until the next following year because of interference in work scheduling or effective staffing.

D) Terminal employees will receive their vacation pay at the employee's normal rate.

E) Employees must take their vacations and shall not be paid in lieu of vacation except as follows:

Upon mutual consent between the Company and an employee, an employee may receive pay in lieu of one (1) week of vacation during each year of the Agreement. The employee shall receive pay at the straight time hourly rate in effect at the time such request is granted by the Company and will be paid such on the payday of the next payroll period. Requests for pay in lieu of vacation should be made to the Terminal/Packaging Manager by April 1 of each year.

F) Employees will be awarded five (5) days of vacation upon completion of one year of continuous service. Accrued vacation from the employee's anniversary date to October first will be awarded on October first every year thereafter. Vacations will be accrued and computed on a monthly basis, following attainment of year-round status, to be paid at termination and/or layoffs except for voluntary quits, termination due to long-term disability, or for discharge for cause.

G) Employees may take vacation, at their request, a day or more at a

time, provided they give the Company sufficient prior notice of at least two (2) working days, and the Company is able to grant permission based on its work scheduling requirements.

H) There will be no other type of pro-rating of vacation eligibility except as specifically provided for in this Agreement.

I) An employee may carry over up to 40 hours of vacation into the next vacation year. Any additional carry over must be by mutual agreement of the Factory Terminal/Packaging Manager and the employee.

## ARTICLE 9

### ALLOWANCE PROGRAM

A) The Company will provide a Special Allowance Program to reimburse year round employees for excused absences from scheduled hours that would have been worked, provided such absences are necessary and due only to one of the following:

1) Personal illness or non-industrial accidental injury.

2) Personal industrial accidental injury while working for this Company, less any Workers' Compensation payments.

3) Death of an employee's spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents or grandchildren, but in no case more than three (3) days provided the employee attends the decedent's funeral. If the employee travels to a qualifying funeral in excess of 500 miles, five (5) days of allowance can be used with proof of travel.

4) Time spent on required jury duty service during normally scheduled work hours, less fees paid for such service, will be paid for by the company and not charged against accrued allowance.

5) Service in the National Guard or military reserve not to exceed two (2) weeks (80 hours) each calendar year, less any pay received for such service, other than travel, mileage or meals, will be paid by the Company and will not be charged against accrued allowances.

6) To attend to personal business that can only be taken care of during the employee's regularly scheduled working hours, provided the employee has given the Company at least 48 hours prior notice, if possible, and obtained permission from the Terminal/Packaging Manager in advance to be absent for this purpose. Such

48 hour notice may be waived by the Terminal/Packaging Manager due to extenuating circumstances. No more than sixteen (16) hours of personal business allowance will be allowable in any benefit year. Personal business allowances will be paid at seventy-five percent (75%) of the employee's straight time hourly rate.

B) Fulltime employees shall be entitled to the following allowances during any one benefit year:

- i. 0 to 3 years continuous service - forty (40) hours
- ii. 3 to 5 years continuous service - eighty (80) hours
- iii. 5 or more years continuous service - one hundred twenty (120) hours

C) That portion of the allowances which is unused in any one benefit year may be accumulated and carried forward, not to exceed a maximum of sixty (60) work days, four hundred eighty (480) straight time hours, including any allowance for the current benefit year.

D) In the case of personal illness or non-industrial accident, no allowance will be paid for the first day of absence. Thereafter, allowances shall be paid at eighty percent (80%) of the employee's regular straight time hourly rate (sugar packaging and warehousing employees will be paid on the basis of the rate of pay applicable to the job to which the employee is assigned at the time of the illness or accident occurs), up to the maximum number of allowance days available. In the event an employee is hospitalized, or receives out-patient hospitalization procedures in lieu of in-patient care, as a result of this personal illness or non-industrial accident, then they will receive their regular straight time hourly rate of pay while hospitalized, and until returning to work, up to the maximum number of allowance days available.

E) The Company reserves the right to disapprove any allowance if it has reason to believe the absence was not authorized or justified. In the case of illness or non-industrial accidental injuries, the Company may require a doctor's statement or additional medical evidence and, in other cases, appropriate evidence explaining the reasons for the absence. It is the employee's responsibility in every case to establish why it was necessary for him/her to be absent from work, and the basis upon which an allowance shall be granted.

## **ARTICLE 10**

### **ACCIDENT AND SICKNESS BENEFIT PLAN**

The Company shall continue to maintain the medical, dental, short term and long term disability benefit plans covering all eligible employees and their eligible dependents that are currently in effect. Eligible employees who elect to participate in the plans shall contribute seven (7) percent year one, eight (8) percent year two, and ten (10) percent year three of the bi-weekly premium payments and be subject to the deductibles, co-pays and annual out-of-pocket expenses in accordance with the current calendar year plan.

## **ARTICLE 11**

### **GROUP TERM LIFE INSURANCE**

The Company will provide group term life insurance to all Fulltime employees. The maximum amount of life insurance shall be one times the employee's annual base rate earnings up to \$40,000.00. Coverage will become effective on the first of the month coincident with, or following attainment of year-round status.

## **ARTICLE 12**

### **EMPLOYMENT UNION DUES CHECK-OFF**

A) The Company reserves complete freedom in hiring employees.

B) The Company agrees to deduct each month from any wages payable on account of employment to an employee who is a member of the Union, the amount of such employee's monthly union dues and unpaid initiation fees payable to the Union as has been authorized by such employee in a lawful written assignment filed with the Company in favor of the Union, and to pay to the Union the aggregate amount of all such deductions not later than five (5) days following the second (2nd) payday of the month for which deductions were made.

## **ARTICLE 13**

### **RIGHTS OF MANAGEMENT**

A) All the functions, rights, powers and authority which the Company has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Company.

B) It is agreed that the above recited management rights are not subject to the grievance and/or arbitration procedures set forth in Articles 16 and 17 hereof unless in the exercise of said rights the Company has violated a specific term or provision of one or more other Articles of the Agreement.

## **ARTICLE 14**

### **GRIEVANCE PROCEDURE**

A) The only disputes and controversies which may arise out of the entire

collective bargaining relationship between the parties that shall be subject to the grievance or arbitration procedures contained herein are questions of interpretation, application or alleged violation of a specific term or provision of this Agreement which occur during the term of this Agreement. The provisions of Article 11, Article 12, Article 13, Article 15, Article 18, and Article 23 and the Work Classifications and Wage Schedules are not subject to grievance and arbitration procedures.

B) Grievances shall be processed only in the following manner:

Step 1. The employee and Union Committee member discusses the grievance with his/her immediate supervisor prior to initiating Step 2 of the grievance procedure.

Step 2. In order for an employee and/or Union Committee Member to present a grievance, it must be reduced to writing and signed by the aggrieved employee and/or Union Committee Member and presented to a member of the Union Committee on a pre-printed grievance form provided by the Union Committee. A Committee member must deliver a written statement of the grievance to the Factory Manager or Terminal Manager within eight (8) working days after the date the grievable event occurred. The written statement shall set forth the specific term or provision of this Agreement alleged to have been violated, the employee or employees, the supervisor or supervisors involved, and the settlement requested. Within ten (10) calendar days after the written grievance has been presented the Company will hold a meeting at the affected location.

The Company representative in charge of the meeting will give a member of the Union Committee two copies of his decision in writing within ten (10) calendar days after the day of this meeting. If the grievance is not settled it may be referred to arbitration only by the Union Committee as set forth in Article 17.

### **General Provisions**

A) A grievance may only be presented to the Company in accordance with the specific terms, procedures and limitations as set forth in this Article. A grievance will not be accepted nor processed by either the Company or the Union Committee unless the procedures set forth in this Article have been followed.

B) Discipline or discharge shall be imposed only for "good cause".

C) It is agreed that time is of the essence of this Article.

D) It is also agreed that any settlement of a grievance shall be final and binding upon the Company, the employee and the Union, and that neither the Company, the employee, nor the Union may refer the grievance to the next Step or to arbitration.

## ARTICLE 15

### ARBITRATION PROCEDURE

A) In the event a grievance cannot be finally settled through the grievance procedure provided in Article 16 hereof, the Union Committee may submit the grievance to arbitration in accordance with the specific terms, procedure and limitations of this Article and Article 16.

B) Within fifteen (15) calendar days after delivery of the Company's written decision in the grievance procedure under Article 16, the Union Committee shall deliver written notice to the office of the Terminal/Packaging Manager, advising that the grievance has been submitted by the Union to arbitration. Failure by the Union to provide such timely notice of its intent to arbitrate shall result in the grievance being deemed settled pursuant to the Company's written decision in the grievance procedure and therefore not arbitrable.

C) If the Union and the Company representatives shall be unable to select an impartial arbitrator, the Union representative shall submit a written request to the Director of the Federal Mediation and Conciliation Service, Washington, D.C., requesting him to furnish a list of five arbitrators. The Union and Company representatives shall alternate striking names from such list, the order of striking to be determined by lot. The arbitrator whose name remains on such list shall hear the case and decide the issue as stipulated to by the Company and the Union.

D) The arbitrator's written decision shall be final, conclusive and binding upon the aggrieved employee, the Union and the Company, provided the arbitrator does not exceed his authority as limited specifically by Paragraphs (F), (G) and (H) hereof.

E) Each party shall bear the expenses of its own representatives and witnesses but the expenses of the arbitrator shall be shared one-half (1/2) by the Company and one-half (1/2) by the Union.

F) Issues pertaining to arbitrability and compliance with the time limits set forth shall be heard separate from the merits of a grievance unless the parties mutually agree otherwise.

G) The impartial arbitrator shall have no power to substitute his judgment for that of the Company and shall have no power to overrule a decision of the Company unless the impartial arbitrator actually determines the Company has violated one or more of the express and specific terms, provisions or limitations of this Agreement.

H) The impartial arbitrator shall have no power to render a decision on any matter not specifically covered by the terms, provisions or limitations of the Agreement; to render a declaratory judgment; or to add to, subtract from, or modify any of the terms, provisions or limitations of this Agreement; or to render a decision on any matter occurring prior to or after the term of this Agreement.

I) The impartial arbitrator must render a decision within 45 days of the hearing.

#### **ARTICLE 16**

##### **NO STRIKES - NO LOCKOUTS**

During the life of this Agreement there shall be no cessation of work by the employees or action in any form taken or permitted by the employees or any Union representative of the employees impairing the Company's operations or the distribution of its products, nor shall there be any lockout by the Company.

#### **ARTICLE 17**

##### **UNION RIGHTS**

A) Bulletin Boards - The Company shall furnish employees suitable places for posting of notices and bulletins pertaining to employee and Company affairs. Such notices posted on the Union board must bear the approval of the President and Secretary of the Local Union. The Company may request the removal of material which it considers obscene, personally derogatory or offensive to reasonable taste. If consultation with Local Union Officials cannot resolve the issue, the Company reserves the right to withdraw this bulletin board privilege.

B) Plant Visitation - Duly authorized officers or representatives of the Union shall have the right to visit the Company's local office during working hours for the purpose of discussing any matter that may require the attention of the Union representative, whereupon the Company agrees to give Union representatives proper and reasonably prompt attention.

Should issues arise which require access to work areas within the facility, the authorized officers or representatives of the Union shall request such access from the Terminal Packaging Manager or his/her representative. Such access will not be unreasonably denied. There shall be no interference or disruption of ongoing work or Company operations during the visit.

C) Time off for Union Activities - The Company agrees to pay an employee for excused time off on legitimate Union business at his/her regular rate of pay provided the Union reimburses the Company for such time, including any overtime pay which it is necessary for the Company to pay to replace him/her, and

any necessary payroll taxes such as, but not exclusively, Social Security taxes. Questions concerning excused time off shall be referred to the appropriate Terminal/Packaging Manager.

D) The Employer shall furnish the Union with notices of hires and changes in employee status. When discipline and/or discharge slips are issued to an employee, said employee shall be called to the office issuing said slip. The employee may be accompanied by a Steward provided said employee makes such request. The Company shall provide the Union a copy of the discharge slip at the time of termination

## **ARTICLE 18**

### **EQUAL EMPLOYMENT OPPORTUNITY**

Neither the Company nor the Union will discriminate against any person with regard to employment or Union membership because of their race, creed, religion, age, color, sex, national origin, ancestry, handicap, or status as a veteran of Vietnam era. This policy shall apply to recruitment, advertising or solicitation for employment, hiring, placement, training, upgrading, promotion, transfer, demotion, leaves of absence, layoff, rehire or termination, rates of pay, or other forms of compensation or fringe benefits, and application for and admission and re-admission to Union membership.

## **ARTICLE 19**

### **SENIORITY**

A) The term "continuous service", wherever used in this Article, is the period of time that begins with an employee's date of hire. If such service is broken for any of the reasons listed under a, b, c, d, e, and f, below, continuous service shall commence with the employee's most recent hiring date. An employee's continuous service shall be broken by any of the following:

(a) By quitting.

(b) By discharge for just cause. (The Company agrees to prepare a Notice of Discharge in triplicate of each employee discharged. The original is to be retained by the Company and one copy given to the employee at the time of discharge and one copy is to be deposited in the box provided by the Union.)

(c) By layoff for a period of twelve (12) consecutive calendar months.

(d) Fails to advise the Company of a change of address or fails to report within a reasonable time when called, if, in addition, the local Union if given forty-eight (48) hours in which to locate such employee and arrange for his reporting to work.

(e) By refusing employment when offered,  
*Items (d), and (e) above may be waived at the discretion of the Company.*

B) Seniority of a year-round employee shall be his total length of continuous service with the Company.

C) A full time employee whose services may not be required and who is laid off shall retain his accumulated sick leave, seniority, and vacation rights, provided his is returned to the Company.

**Work List Procedure:**

The following procedures shall apply to the staffing of all warehouse Operations:

(1) Staffing in the terminal shall be determined and adjusted by the company based on product demand and current sales projections. The composition of the year-round crew list in the terminal will be determined once each calendar year. Notwithstanding the provisions of Section M) employees in the terminal shall be paid at the applicable wage rate for the job performed.

During temporary shutdowns in the warehouse of less than a shift (i.e. cleaning, set-up, etc), employees will be paid at the applicable rate for the job performed immediately prior to shutdown.

If the temporary shutdown in the warehouse is for a shift or more, the employees will be paid at the applicable rate for the job performed during such shutdown, Seniority will be used to staff existing lines of operation within classifications as soon as practical, but not more than three days following the line shutdown. Employees will be paid at their classification rate until reassignments are accomplished. Less senior employees within their classification, displaced during the shutdown, and not laid off, will be paid one classification below bid rate but no lower than Group B rate. Re-staffing of packaging lines will be based on seniority and qualifications.

(2) Full Time warehouse employees on layoff shall have preferential recall rights to warehouse positions.

(3) The Foregoing provisions shall supersede any and all provisions of this Agreement relating to the same subject matters.

## ARTICLE 20

### PROBATIONARY PERIOD

All new employees shall be considered probationary employees for the first

thirty (30) working days on the job (not to include orientation) following date of hire or rehire following voluntary quit or discharge for cause; such period may be extended by mutual agreement between the Company and Local Union. During the probationary period, employees shall be subject to termination of employment without Union review and without recourse to the grievance procedure set forth in the Agreement. It is agreed that progressive discipline or warning notices do not apply to probationary employees.

## **ARTICLE 21**

### **JOB CHANGES**

Whenever new jobs are created or substantial changes are made in the duties of existing jobs, the Company shall notify the Local Union before the job changes occur. For the purpose of this Article, "substantial changes" in job duties shall be defined as a significant increase in the level of skills, knowledge, abilities, training, and experience required to perform the job duties in question. Delegated supervisory functions pursuant to Article 15 are not substantial changes as defined above.

The Company may establish a temporary rate for such jobs and will negotiate with the Union Committee and their representatives a regular rate after the job duties for the job have been standardized (in no case to exceed one campaign). The Company will negotiate in good faith.

The wage rates established for such jobs are not subject to the provisions of Article 16 or Article 17 of this Agreement.

## **ARTICLE 22**

### **HEALTH AND SAFETY**

A) The Company, the Union, the Safety Committee and all employees agree that they will jointly and individually make reasonable efforts to understand and comply with the provisions and regulations of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and any safety rules published by the Company.

B) In order to promote cooperation between the Employer and the Employees on matters of safety, the employees shall be represented on the Safety Committee by at least two (2) of their members designated by the Union.

The Terminal/Packaging Safety Committee will:

1. Meet regularly to review terminal/packaging safety. A summary of the meetings will be posted on the terminal/packaging bulletin board.

2. Conduct periodic inspections and advise terminal/packaging supervision of unsafe or potentially unsafe conditions and behaviors.

3. Make suggestions and recommendations to correct safety concerns.

4. Counsel fellow workers regarding proper safety habits. Whenever employees are engaged in unsafe acts or working under unsafe conditions, committee members, Union leadership and management must take steps to correct the situation with the employee or notify the appropriate supervisor.

The Company agrees that it has the legal responsibility to provide a safe work place and to correct safety hazards.

B) It is agreed that safety prescription glasses, where the Company requires such safety glasses to be worn, will be provided for by the Company. It is agreed, too, that the employees will provide the necessary prescription for the glasses. The Company will furnish welder's protective clothing and equipment for any employee working as a welder.

C) The Company agrees to pay for replacement of broken safety glasses, hearing aides or dentures which occur while the employee is performing his/her job duties. The employee shall notify the company as soon as possible following the incident.

D) Full time employees will be eligible to be reimbursed for one pair of prescription safety glasses per benefit year. This shall only include the reasonable cost for standard prescription safety lenses and standard frames. Should special

lenses (other than tinted or photo-gray) be required, the Company will reimburse the reasonable, additional charge. Any exceptions to this policy will be at the expense of the employee.

### **ARTICLE 23**

#### **LEAVES OF ABSENCE WITHOUT PAY**

A) The Company may grant an employee a leave of absence without affecting his period of continuous employment, and the Union shall be notified in writing within forty-eight (48) hours from the date the leave is granted.

B) Any employee who is engaged in full-time duty for the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union, AFL-CIO, will be granted a leave of absence without loss of seniority, provided such leave shall not extend beyond the term of this Contract, unless by mutual consent. During such leave of absence, the employee's continuous service shall not be deemed broken.

## ARTICLE 24

### SAVINGS

In the event any provision or provisions of this Agreement conflict with any law of the state, (provided the state has jurisdiction), or conflict with applicable Federal law, the provision or provisions of those laws shall prevail.

## ARTICLE 25

### CONTRACT EXCEPTIONS

Where the Company or the Union requests a temporary exception to the terms of this Agreement, such request shall be submitted in writing. Any agreement resulting from such request must be in writing stating the period of time it shall be in effect, signed by both parties.

## ARTICLE 26

### BENEFIT TRANSITION

The benefits for full time employees provided herein, are based on a benefit year commencing October 1 of each year. For the purpose of calculating years of service for a full time employee, the Company will include accumulated paid-for service as a temp employee, provided: (1) the employee worked continuously throughout each year as a temporary employee (unless excused for lack of work or other causes beyond the employee's control; (2) such temporary service is rendered in consecutive years; and (3) there has been no break between employment as a temporary employee and employment as a full time employee.

## ARTICLE 27

### Retirement Plan

The Company will provide a 401(k) plan for year-round employees. The Company will make a contribution to the plan monthly for each eligible employee on the basis of the employee's total earnings for that period. Effective May 1, 2007 and through the term of this agreement the Company basic contribution will be 4.5%.

Effective 5/1/07, the Company will match year-round employee's voluntary contributions up to 8% of earnings at the rate of \$0.50 for every \$1.00. The company will provide training to employees regarding the 401 (k) plan.

**ARTICLE 28**

**TERM**

This Agreement shall become effective as of May 1, 2019 and shall continue in full force and effect to and including April 30, 2022, and shall thereafter automatically renew itself from year to year, unless either party serves written notice upon the other, not less than sixty (60) days prior to April 30, 2022, of the desire to terminate or modify this Agreement upon the last day of April of any succeeding year, in which event this Agreement shall terminate on the last day April, 2022, or of any succeeding year immediately following such notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 1st day of May, 2019, by their respective representatives, thereto duly authorized.

The Western Sugar Cooperative

Local Union NO. 280G

  
\_\_\_\_\_  
Tom Briggs, Terminal Manager

  
\_\_\_\_\_  
Amanda Mitchell, President

  
\_\_\_\_\_  
David Devore, Vice President Human Resource

**Exhibit "A"**  
**Work Classifications and Wage Rates**

<u>Technician I</u>	YR 1	YR 2	YR 3
Warehouse Mechanic 1 (4)	\$25.55	\$26.00	\$26.45
<u>Technician II</u>			
Warehouse Mechanic II (4)	\$21.74	\$22.19	\$23.09
Packaging Technician (4)	\$21.76	\$22.21	\$22.66
Packaging Line Operator	\$19.64	\$20.09	\$20.54
Loading Dock Operator	\$19.64	\$20.09	\$20.54

Employees awarded the job classification of Warehouse Mechanic, shall be classified as Technician II during the first twelve (12) calendar months of employment in said position. Upon the completion of twelve (12) calendar months, the employee shall be automatically advanced, without posting, to the higher Technician I rate for the position. Temporary bid time which occurs within 12 months of a successful bid into a Tech II job will be counted towards the 12 calendar month period for advancement to Tech I. NOTE: Automatic advancement will be in place until mutually-agreed upon criteria is established.

Loading Dock Operator

The Company establishes the Tech II position Loading Dock Operator and will offer jobs

(2) to current employees performing duties. If such declines offer, positions will be bid.

Fulltime Non Tech	Year1	Year 2	Year 3
Group A Non-Tech, Benefit Rated	\$15.98	\$16.43	\$16.88
Group B Non-Tech, Benefit Rated	\$14.79	\$15.24	\$15.69

Group "A" (Non-Benefit Rated)	Year 1	Year 2	Year 3
Package Line Support	\$13.92	\$14.37	\$14.82
Laboratory Analyst/Sanitation	\$13.92	\$14.37	\$14.82

The Company will post a sign-up list for employees interested in filling vacancies for Group "A" jobs. Interested employees shall complete an application stating their qualifications and preference(s) as to these jobs. The Company will review the list and applications with Union representatives and prepare a listing of qualified employees for future assignment to these jobs. The Employer will take into account the requirements of the job, the experience, length of service, knowledge, training, ability and skill of the interested employees. The Employer's listing of qualified employees will not be subject to the provisions of Article 16 and 17 of this Agreement. The parties recognize this procedure is an on going process and the listing(s) may change due to additions and/or deletions to such listings.

Group "B" (non-benefit rated)	Year 1	Year 2	Year 3
Warehouse Specialist	\$12.80	\$13.25	\$13.70

The Warehouse Specialist classification and rate, above, is effective for employees on the active payroll as of September 1, 2003. New hires into the warehouse subsequent to this date, will be hired into the Group "C" Warehouse Utility classification, as provided below.

### Group "C"

#### Warehouse Utility

All individuals newly hired into Group "C" positions shall be paid \$9.49 during the probationary period. At the end of the probationary period, the rate will increase as follows:

Group "C" Non-Benefit Rated	Year 1	Year 2	Year 3
Warehouse Utility	\$12.14	\$12.59	\$13.04

1. After two (2) years in a classification, the employee will receive a wage increase of \$0.22 per hour above current wage rate.

**Exhibit "B"**  
**ATTENDANCE PROGRAM**

Your job is important or you would not have been placed in it. Absences cause a loss of income to you and create additional work for your fellow workers. If for some valid reason you will be absent from work, please notify your Management Supervisor at least one hour before the start of your shift, or sooner if possible. In case of an absence or the possibility of being late for work, phone the factory day or night, giving the reason for your absence or tardiness. You are required to notify the factory each day you are absent. An absence of three (3) consecutively scheduled workdays without notification will be considered as a resignation without notice. Only valid reasons will be accepted as excused absences. Remember, unexcused absence is a violation of the work rules and may subject you to disciplinary action. You should call personally so that there will be no misunderstanding, rather than having someone deliver the message.

In case of illness, Western may request a doctor's certificate before you return to work.

These rules are self-explanatory, but in order to clarify what constitutes regular attendance we are defining the rule as follows:

A. Excused Absences

1. Vacation
2. Jury duty
3. Death in immediate family
4. Military leave
5. Authorized leave of absence
6. Authorized union activity
7. Time off due to an employee's personal illness or injury when a doctor's certificate is furnished
8. Time off granted by a supervisor only when scheduled

- 24 hours in advance
- 9. Other time off granted by a department head or a designated representative

In applying the policy, a doctor's certificate will be required for sickness or injury which results in a continuous absence of three (3) or more working days. Where the sickness or injury results in an absence of two (2) working days or less, a doctor's certificate will not be required unless or until an employee has used up available uncertificated sick leave hours. Nothing in this policy shall be construed to affect or limit the Company's right to request an employee to furnish a doctor's certificate whether or not sick leave benefits are paid.

At the start of each calendar year, year-round and vacation-rated employees will be granted twenty-four (24) hours of uncertificated sick leave and seasonal employees will be granted sixteen (16) hours of uncertificated sick leave for use in that year. There shall be no carry-over of unused uncertificated sick leave to any future year.

Nothing in the above rules governing certification of sickness shall prevent the Company from removing any employee from the attendance control program and establishing such rules and conditions for that employee's attendance as deemed necessary to reduce the employee's level of absenteeism.

The Company reserves the right to question the legitimacy of any such certification presented by any employee and may require further evidence of illness or injury at its discretion.

B. Unexcused Absence

All absences not listed in Section A will be considered unexcused and as such will be used for disciplinary action.

C. Reporting of Absence

Employees must report any absence which has not been approved prior to leaving work. The supervisor must be notified daily prior to the start of the employee's shift unless otherwise authorized. The employee may have another person report the absence, but it remains the employee's responsibility to be sure the report is directed to the proper supervisor.

D. Guidelines for Disciplinary Action

Disciplinary action will be based upon the number of unexcused absences. Absences of less than four (4) hours will be counted as half, absences of between four (4) and eight (8) hours will be counted as one and each eight-hour period will be counted as one.

The following disciplinary action will be taken regarding unexcused absences:

**DISCIPLINARY GUIDELINES**

TOTAL NUMBER OF UNEXCUSED ABSENCES WITHIN 12 CALENDAR MONTHS

Vacation-Rated Employees  
Number of Occurrences

Discipline

1<sup>st</sup>, 2<sup>nd</sup>

Warning

3<sup>rd</sup>  
4<sup>th</sup>

3 day suspension  
Discharge

Non-Vacation Rated Employees  
Number of Occurrences

Discipline

1<sup>st</sup>  
2<sup>nd</sup>  
3<sup>rd</sup>

Warning  
3 day suspension  
Discharge

#### E. Record Keeping

The terminal/Packaging supervisor will maintain an accounting of all excused, unexcused and uncertificated sick leave hours. When an employee is absent, the supervisor will submit a Time Clearance slip, Form 10-12 in a timely manner, indicating whether the absence was excused or unexcused as defined in Section A and B. If the absence is unexcused, the supervisor will determine, upon the return of the employee, the reason for failure to report.

When a guideline is exceeded, the supervisor and department head will verify the number of unexcused absences before appropriate action is taken.

### **Exhibit "C"** **SUBSTANCE ABUSE**

#### I. Policy

Western Sugar Cooperative is concerned about the use of alcohol and drugs in or affecting the work environment. Use, or being under the influence, of alcohol or drugs on the job adversely affects an employee's efficiency, safety, and health, and therefore seriously impairs his value as an employee. In addition, it constitutes a potential danger to the welfare of other employees, and exposes Western Sugar Cooperative to risks of property loss or damage and of injury to other persons.

#### II. DEFINITIONS

For purposes of this Section:

- a. "illegal drugs or other controlled substances" includes drug paraphernalia and includes any drug or substance which:
  - i. is not legally obtainable but has not been legally obtained.
  - ii. is legally obtainable but has not been legally obtained.
- B. "legal drugs" means any drug, including prescription drugs and over-the-counter drugs, which is legally obtainable and has been legally obtained.
- C. "alcohol" means the intoxicating agent or drug in fermented or distilled liquors, and includes alcoholic beverages of all kinds and any other substance containing alcohol.
- D. "under the influence" of alcohol or drugs means that an employee is affected by any drug and/or alcohol in any observable or detectable manner, or tests positive for drugs or alcohol as provided in this Policy.

- E. "reasonable suspicion" includes a suspicion that is based on an employee's manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons; or a suspicion that is based on other surrounding circumstances. "Reasonable suspicion: shall be deemed to exist where an employee has been involved in an occupational accident or where the employee has reported with a potential industrial injury.
- F. "employer equipment: includes all property, tangible or intangible, that is owned, leased, or used by the Employer or otherwise under the control of the Employer.
- G. "employer property" includes all premises and locations owned or leased by the Employer or under the control of the Employer, including parking lots, lockers, and storage areas; all premises and locations at which work is performed by the employer or any of its employees; and Employer vehicles, including both Employer-owned vehicles and private conveyances under circumstances where reimbursement is permissible under Employer policies.
- H. "possession" includes both actual and constructive possession:
  - 1. An employee has " actual possession" of a substance if he knowingly has direct physical control over it;
  - 2. An employee has "constructive possession" of a substance if he has both the power and intention to exercise dominion or control over it either directly or through another person.

### III. PROHIBITED CONDUCT

A. The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol or any illegal drug or other controlled substance, or being under the influence of alcohol or any illegal drug or other controlled substance, while on Employer property, or while conducting or performing Employer business regardless of location, or when operating or responsible for the operation or care of Employer equipment, or when responsible for the operation or care of Employer equipment, or when responsible for the safety of other employees or other persons is prohibited and will result in discharge.

B. The abuse of any legal drug, as well as the purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal drug in manner inconsistent with law while on Employer property, or while conduction or performing Employer business regardless of location, or when operating or responsible for the safety of other employees or other persons is prohibited and will result in discharge.

### IV. TESTING FOR DRUGS AND ALCOHOL

A. Testing Based Upon Reasonable Suspicion. In cases where the Employer has reasonable suspicion to believe that an employee has violated this Policy, the employer may require that the employee provide a urine and/or blood specimen for laboratory testing. The

Employer also may require the employee to provide a breath specimen for laboratory testing. An Employee who is tested based upon Reasonable Suspicion, will not be allowed to return to work pending receipt of testing results. Should the test results be negative, the employee shall receive pay for work time missed waiting for the test results.

- B. Applicant Testing. The Employer may require that applicants for employment submit to laboratory testing of drugs and alcohol as a condition of obtaining employment. A positive result on such tests will disqualify the applicant from employment.
- C. Return to Work Testing. In cases where employees have not been actively employed for a period of sixty (60) or more day, the Employer may require that the returning employee submit to laboratory testing for drugs and alcohol as a condition of returning to work.
- D. Random Testing. Employees will be selected for random drug testing using a computer-based random selection program. Each employee shall have an equal chance of being tested each time selections are made. Accordingly, even if an employee has been randomly tested within the last year, the employee can be selected again for random testing is the same year. Random tests are unannounced. There shall be no more than 13 random tests conducted in any calendar year and nomore that 50% of the total employees in the testing pool shall include all active employees (union represented and non-represented, hourly and salaried) of the Torrington factory employed on the date of such test.

E. General Guidelines

1. Applicants and employees who are requested to provide urine, breath or blood specimens pursuant to this Section will be requested to sign appropriate forms by which they will (1) consent to test and (2) authorize the testing laboratory to release the test results to the Employer.
2. A request that an employee provide a specimen for laboratory testing pursuant to this Section should be withdrawn whenever the employee, before providing the specimen, voluntarily resigns employment or admits that he has used or is under the influence of a drug or alcohol in violation of this Policy.
3. The employee's failure to provide a specimen and enable information concerning the specimen to be release to the Employer creates an irrefutable presumption of being under the influence, and will result in discharge.
4. Any employee who, in response to a request made pursuant to this Section, submits a specimen that is not his own specimen of who submits an altered or adulterated specimen will be discharged.
5. The blood or urine samples obtained pursuant to this Section shall be handled in a manner that will reasonably ensure the reliability of the results of the laboratory testing.

- F. Positive Test Results. If the result of any initial drug screening test that is conducted pursuant to this Section, whether for applicants or employees, is

positive, the test will be confirmed by gas chromatography/mass spectrometry. Department of Transportation standards for detection and establishing threshold limits shall be applied in determining the positive status of test results.

G. Action Based Upon Test Results.

1. A positive test for prohibited drugs will conclusively establish a violation of this Policy and will result in discharge.
2. If the test results show a blood/alcohol concentration equal to or exceeding 0.04 percent, the employee shall be discharged.
3. No disciplinary action imposed under this Policy that is based upon positive test results may be challenged on the ground that the drug or alcohol detected was ingested off the job.
4. No disciplinary action imposed under this Policy that is based upon positive test results may be challenged on the ground that "reasonable suspicion: did not exist for the test.

H. Split Sampling. All employee's testing pursuant to the Substance Abuse Program will utilize a split sample. The collection site shall collect the sample, split the sample and secure the samples. If an employee tests positive for any illegal drugs or other controlled substances, the employee may within seventy-two (72) hours of receiving notification of the initial test result, request, at his expense, a confirmatory retest of the split sample. The employee shall pay the cost of the confirmatory test in advance. In the event the confirmatory test produces a negative result, the Company shall reimburse the cost of the confirmatory test to the employee. The results of the confirmatory test shall control.