

AGREEMENT  
between

UNITED FOOD & COMMERCIAL WORKERS

DISTRICT LOCAL UNION NO. 431

and

OSKALOOSA FOOD PRODUCTS CORPORATION

Oskaloosa, Iowa

July 2, 2017 – October 3, 2020

**TABLE OF CONTENTS**

AGREEMENT..... 1

ARTICLE 1 – BARGAINING UNIT ..... 1

ARTICLE 2 – UNION FEES & DUES ..... 1

ARTICLE 3 – MANAGEMENT ..... 1

ARTICLE 4 – HOURS & OVERTIME..... 2

    SUNDAYS AND HOLIDAYS ..... 2

    LEISURE DAYS ..... 4

ARTICLE 5 – GUARANTEED HOURS OF WORK ..... 4

ARTICLE 6 – REST TIME ..... 5

ARTICLE 7 – VACATIONS ..... 5

    VACATION SIGN UP PROCEEDURES..... 6

ARTICLE 8 – PLANT SENIORITY..... 6

ARTICLE 9 – SELECTIVE SERVICE ..... 9

ARTICLE 10 – GRIEVANCE PROCEDURE ..... 9

ARTICLE 11 – BULLETINS ..... 11

ARTICLE 12 – RECORDS ..... 11

ARTICLE 13 – LEAVES OF ABSENCE ..... 11

ARTICLE 14 – SEPARABILITY PROVISION..... 12

ARTICLE 15 – JURY DUTY PAY ..... 12

ARTICLE 16 – SAFETY COMMITTEE ..... 12

ARTICLE 17 – INSURANCE ..... 13

ARTICLE 17A – APPENDIX TO INSURANCE..... 13

ARTICLE 18 – SICK LEAVE ..... 14

ARTICLE 19 – LIFE INSURANCE..... 14

ARTICLE 20 – RETIREMENT/401(K) PLAN..... 14

    401k VESTING: FULL-TIME (MINIMUM ONE YEAR OF SERVICE) ..... 15

ARTICLE 21 – JOB POSTING SENIORITY..... 15

ARTICLE 22 – UNION-COMPANY MEETINGS..... 16

ARTICLE 23 – FUNERALS .....	16
ARTICLE 24 – UNION RIGHTS .....	17
ARTICLE 25 – WAGES .....	18
CLASSIFICATIONS .....	19
NEW HIRE RATE SCHEDULE .....	20
ARTICLE 26 – TERM OF AGREEMENT .....	21

## **AGREEMENT**

This Agreement made and entered into by and between Oskaloosa Food Products Corporation and their successors and assigns, Oskaloosa, Iowa, hereinafter called the "Employer", and District Local Union 431, Davenport, Iowa, of the United Food and Commercial Workers, hereinafter called the "Union".

### **ARTICLE 1 – BARGAINING UNIT**

The employer recognizes District Local Union 431 as the sole bargaining agent for all production, truck drivers, and route men but excluding interstate truck drivers, maintenance, lab technicians, supervisors (within the meaning of the National Labor Relations Board), professional and clerical employees, restroom attendants, egg gatherers, working foremen, and farm help.

### **ARTICLE 2 – UNION FEES & DUES**

**Section 1.** The Employer agrees to deduct union dues, initiation fees, rejoining fees, strike assessments, credit union, death benefit, ABC (Active Ballot Club) and the uniform assessments from their employees who have signed a proper authorization to the employer for check-off of such union obligations from their pay. The Employer agrees to make deductions, as certified by the Union Secretary-Treasurer, from each weekly paycheck of each employee to be submitted to the Davenport District Local Union 431 office each month.

**Section 2.** If there should be a change in Iowa law permitting a Union shop, or any agency shop, either shall be in effect the first of the month after such new law is legal. If and or when Fair Share becomes law, both parties agree to sit down and discuss the effects at Oskaloosa Foods.

### **ARTICLE 3 – MANAGEMENT**

**Section 1.** The management has the right to make rules of the plant, which may be deemed necessary for the purposes of safety, health, and general welfare. Rules of the plant may be changed from time to time at the discretion of the management, but shall not be enforced discriminately. The management of the plant and direction of the working force, including the right of hire, to promote outside the bargaining unit, assign and re-assign employees to jobs according to their seniority, to suspend or discharge for just cause, to increase and decrease the

working force, to determine the product to be handled and method of processing and manufacturing, schedule of productions, and means of production of handling are to be vested exclusively in the Company, provided any methods or procedures taken will not be used for the purpose of discrimination against any employee who is a member of the Union.

**Section 2.** Non-discrimination. Neither the employer, the Union or fellow employees shall discriminate against any individual because of his race, age, religion, sex, color, ancestry or national origin with respect to opportunity for or tenure of employment or with respect to any term or condition of employment or any other right, benefit, duty or obligation created and/or protected by the provisions of this Agreement.

## ARTICLE 4 – HOURS & OVERTIME

**Section 1.** The regular straight time work week for full time employees shall consist of forty (40) hours of work, Monday through Friday. Saturday, Sunday and holidays are not normal scheduled workdays.

**Section 2.** All time worked in any one (1) day in excess of ten (10) hours, or forty (40) hours in any one week, shall be paid for at one and one-half (1 1/2) times the employee's regular rate of pay. All hours worked on Sundays shall be paid at two (2) times the employee's rate of pay (with the exception of 3<sup>rd</sup> shift employees who begin their shift on Saturday). Additional compensation over and above an employee's straight time hourly rate of pay, shall be paid as follows:

### SUNDAYS AND HOLIDAYS

**Section 3.** Work on Sunday and holidays shall be a minimum of four (4) hours guaranteed time. Sunday work shall be paid for at double time the employee's hourly rate of pay with the exception of 3<sup>rd</sup> shift employees whose shift begins on Saturday night.

Holidays worked shall be paid for at double time plus the holiday allowance. Holidays not worked shall be paid for at eight (8) hours pay at straight time for full-time employees. For the breaking plant employees who are scheduled to work four (4) ten (10) hour days the week of the holiday, the holiday pay will be paid at ten (10) hours. For the breaking plant employees who are scheduled to work eight (8) hours a day the week of the holiday, the holiday shall be paid at eight (8) hours. For part-time workers, their pay shall be based on five percent (5%) of their time for the previous four weeks worked, but shall not exceed eight (8) hours. Part-time help must have worked a minimum of one (1) year of service in order to qualify for holiday pay.

**The holidays are:**

New Year's Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Memorial Day

**Section 4.** It is understood that full-time employees who are regularly scheduled to work 3<sup>rd</sup> shift, and whose regular shift begins on a holiday night will receive time and one-half (1 1/2) for all hours worked after midnight on that holiday night, but will only be paid for eight (8) hours of holiday pay at regular rate, unless such time worked by the employee is after forty (40) hours have been completed in that work week and in such case the employee will be paid for such hours worked at time and one-half (1 1/2) pay plus the holiday allowance as provided.

**Section 5.** All regular full-time employees on the active payroll who have completed ninety (90) calendar days of service with the Company, shall be paid eight (8) hours of regular straight time hourly pay as a holiday allowance for hours not worked on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, provided they report for work and work on the first scheduled work day before and after the holiday. For the breaking plant employees who are scheduled to work four (4) ten (10) hour days the week of the holiday, the holiday pay will be paid at ten (10) hours. For the breaking plant employees who are scheduled to work eight (8) hours a day the week of the holiday, the holiday shall be paid at eight (8) hours.

Absence due to sickness or injury substantiated by a doctor's certification will entitle an employee to holiday pay. If a vacation is taken during a week in which there is an observed paid holiday as provided for in this Agreement, an additional day or pay in lieu thereof, will be granted the employee.

**Section 6.** Hours not worked on a holiday as herein provided shall be considered as time worked in computing any additional overtime compensation as provided in this Article.

**Section 7.** When any of the above designated holidays fall on Sunday, the following Monday shall be considered a holiday. If any of the above holidays fall on Saturday, the Company shall notify the employees the previous week if Friday or Monday is to be considered the holiday.

**Section 8.** Employees when at work, will be paid for time lost due to interruption or cessation of work by reason of a breakdown of machinery, lack of product, or for any reason beyond the control of the employee, provided other employment cannot be found. Employees held over to work another shift shall be paid for such waiting time.

## LEISURE DAYS

**Section 9.** Each regular full-time employee who has worked forty (40) or more hours per week shall be entitled to four (4) Leisure Days off with pay in each year of the Agreement. Leisure Days shall be earned as follows. Prorated from the date of hire to the employees 1<sup>st</sup> June 28th (e.g. employee hired December 28 to June 28 would receive 6/12 of two (2) days) unless the total hours earned equates to less than 8 hours, then it will be computed as one (1) day. The employee will still be allowed two (2) leisure days, but only one (1) will be paid. Three (3) Leisure Days off with pay on the second June 28 and four (4) Leisure Days off with pay on the third June 28th.

Leisure Days shall be computed the same as holiday pay and must be taken each contract year by the employee.

Leisure Days shall be scheduled at times mutually agreed upon by the employee and the employer with the final authority for scheduling vested with the Company to insure orderly operation of the plant. The Company agrees not to avoid letting the employees have his or her Leisure Days each contract year.

## ARTICLE 5 – GUARANTEED HOURS OF WORK

**Section 1.** The Company agrees to make a practical and reasonable effort to furnish all full-time employees with approximately forty (40) hours of work per week. It is understood that the foregoing does not restrict the daily hours an employee can be required to work up to forty (40) hours in a week, nor shall it be considered in any way as a guarantee by the Company to furnish a minimum of forty (40) hours of work per week to any hourly paid employee.

**Section 2.** Any employee who reports for work (except part-time) and has not been notified not to report for normal scheduled work, shall be guaranteed four (4) hours of work or four (4) hours of pay in lieu thereof. The Company will not be liable for the four (4) hours of work or the four (4) hours of pay when it is unable to operate because of flood, fire, explosion, external utility failure or an act of God.

**Section 3.** Any employee who is dismissed for the day and is called back to work after the second (2nd) lunch period shall be guaranteed four (4) hours work or four (4) hours pay in lieu thereof at one and one-half (1 1/2) times the employee's regular rate of pay.

**Section 4.** It is agreed that there shall be no split shifts. Any break in employment in excess of one (1) hour at any time shall be a split shift.

**Section 5.** No employee shall work in excess of five (5) hours without being given a lunch period. Employees required to work more than five (5) hours consecutively without a meal

period, shall be compensated at one and one-half (1 1/2) times their regular rate of pay for all time worked in excess of five (5) hours up to the time they are given their meal period, unless six (6) hours will complete a day's work, or in the case of continuous operations where mutually agreed between the Chief Steward and the Company. If any employee wants to waive the time and one-half (1 1/2) and not take a lunch period, he or she may do so where mutually agreed by between the employee and the employer. All employees shall be notified by the Company not later than their sixth (6th) hour worked of the Company scheduling overtime. If the notice is not forthcoming, overtime work shall be on a voluntary basis except truck drivers, and shall not be included as hours worked as per Article V, Section 7.

**Section 6.** It is agreed that foremen, foreladies, or other supervisors excluded from the bargaining unit, shall not be permitted to do production work of any kind whatsoever while an employee is on lay-off or if in doing such production work an employee receives less than eight (8) hours work per day, or if an employee is laid off during the day such work is performed by those excluded from the bargaining unit.

**Section 7.** The Company agrees to offer overtime by seniority for all full-time employees in their respective grade number, except crew leaders. Sign-up sheets will be utilized for those interested in make-up hours and overtime.

**Section 8.** When it becomes necessary to work beyond 12 hours, the Company will make every reasonable effort to find a replacement, if requested by the employee. If a suitable replacement cannot be found, the employee must work the hours directed.

## ARTICLE 6 – REST TIME

Employees shall receive a fifteen (15) minute rest period in the forenoon; employees will be eligible for a second fifteen (15) minute rest period after completion of six and one-half (6 1/2) hours worked. It is further agreed the Company will have the right to give the employees their rest period during a breakdown.

## ARTICLE 7 – VACATIONS

**Section 1.** All regular full-time employees (40 hours) will be allowed vacation on the following basis:

- A. One (1) week vacation with one (1) year of continuous service.
- B. Two (2) weeks' vacation with two (2) years of continuous service.



- C. Three (3) weeks' vacation for with eight (8) years of continuous service.
- D. Four (4) weeks' vacation with sixteen (16) years of continuous service.
- E. Five (5) weeks' vacation for employees with twenty-five (25) years of continuous service.

**Section 2.** All vacations will be paid forty (40) hours per week.

**Section 3.** An employee's continuous service shall be measured as of their anniversary date of employment and to qualify for a vacation.

**Section 4.** No employee shall be paid money in lieu of taking a vacation, unless agreed to between the Chief Steward, Company, and the employee.

**Section 5.** The employee with the greatest length of seniority shall be given the preference as to the time his vacation is taken.

**Section 6.** Part-time employees will receive prorated vacation.

**Section 7.** When an employee becomes eligible for vacation, the employee may take up to (10) single vacation days, providing two (2) weeks' notice has been given for such vacation days.

#### VACATION SIGN UP PROCEDURES

**Section 8.** From the first Monday in January to the first Monday in February, a calendar will be made available to allow employees to choose vacation preference by seniority. After the initial sign-up period, vacations will be granted on first come, first served basis, however final allocation of vacation periods is left to the Company in order to assure orderly operations of the plant.

**Section 9.** Vacation pay will be handed out the Friday prior to vacation, providing two weeks' notice has been given and a form has been filled out stating you want your money before your vacation.

#### ARTICLE 8 – PLANT SENIORITY

**Section 1.** The Company recognizes the plan of seniority on a plant-wide basis. The Company recognizes that seniority shall prevail at all times when making layoff and recalls.

- A. At the time of reduction/layoff/or bump, an employee may bump up to their seniority,

providing they can within a reasonable amount of time perform the job they are bumping to.

- B. If within a 90-day period their previous job becomes open again, the reduced employee will have the option to restore to that job, before it is reposted as an open job.
- C. In all cases of reduction/layoff, the Lab will be a bump exempt job.
- D. When the employee makes their decision to restore or not to restore, they will be given that option and must let their supervisor know by the end of that shift, that they were informed in, and must sign off either yes they will restore or no they won't restore.

**Section 2.** A list of the employees according to their length of service shall be posted in the plant two (2) weeks after the signing of this Agreement. Any employee who feels that his or her seniority is not correctly recorded shall, within two (2) weeks make a report of same to a grievance committee in accordance with the contract. After the seniority list has been agreed upon by the Union and Employer, there shall be no changes made, except that all new employees names shall be added to the seniority list.

**Section 3.** New employees shall acquire seniority after ninety (90) calendar days. The employee's name shall be added to the seniority list and their seniority shall date back to original date of employment. See exclusions in Article 1, Section 1.

**Section 4.** Employees shall cease to enjoy seniority rights when:

- A. He or she quits.
- B. He or she is discharged for just cause.
- C. He or she does not report for work within five (5) days after being recalled.
- D. He or she is laid off twelve (12) consecutive months because of lack of work.
- E. He or she is absent for two (2) consecutive working days without notification to the Company concerning such absences, and shall be considered an automatic quit.

**Section 5.** Employees shall be promoted to jobs within the bargaining unit in accordance with their respective seniority provided they have the ability to perform the work required. Employees shall be given a reasonable opportunity of at least two (2) consecutive weeks' trial period to prove their ability and qualifications for the new job. The Company has the sole right to appoint crew leaders and vacation replacements regardless of seniority. Appointed crew leaders shall receive .20¢ premium in addition to the wage rate for his grade and years of service.

An employee may only bid laterally or downward once in a 12-month period but may bid upward anytime there is opportunity for advancement.

When an employee is off work on an authorized leave of absence, he or she shall return to the job they were on at the beginning of the leave of absence. When an employee is on leave of absence, their job will be posted as a temporary job. The vacancy created by filling the temporary posting will be filled by appointment.

**Section 6.** For purposes of layoff due to lack of work, recall to part-time employment, part-time employees within their appropriate job classification shall establish seniority as follows:

- A. Part-time employees on the payroll for at least ninety (90) days shall acquire seniority rights within the particular seniority area and be eligible to recall rights for ninety (90) days only.
- B. Seniority rights of part-time employees in each job classification shall be separate from full-time seniority rights.
- C. Regular part-time employees are those who are regularly scheduled to work less than forty (40) hours per week, and shall have prorated rights to the benefits as determined under this Agreement.
- D. Part-time employees who are qualified and available shall have the first preference for full-time job openings in their seniority area by virtue of their Company area seniority. If two (2) or more part-time employees are employed within the plant, the most senior part-time employee within a classification shall be offered the schedule calling for the most hours, provided they are available to work the hours of that schedule.
- E. It is the terms of employment at the time of employment that determines whether an employee is a full-time or part-time employee. A full-time employee is one who is hired to work for an indefinite period of time regularly Monday through Friday for forty (40) hours a week but is not guaranteed or restricted for forty (40) hours of work. A part-time employee is anyone who is not a full-time employee.

**Section 7.** Employees who are absent from work for one (1) day or more in any one (1) work week shall notify the Company the day before they will return to work. Such notification to the Company shall be made during the regular work shift, but not later than 12:00 p.m. noon. Failure to comply with the above provision shall exempt the Company for the four (4) hour call-in-time. See Article V, Section 2, and any obligation for work for that day.

## ARTICLE 9 – SELECTIVE SERVICE

The employer agrees to be bound by the Selective Service Act of 1948 and all amendments thereto or any other future Federal Law or Regulations pertaining thereto.

## ARTICLE 10 – GRIEVANCE PROCEDURE

**Section 1.** The Union may elect from members of the Union, a grievance committee of two stewards, and one Chief Steward to act as chairman of the grievance committee. Time spent by the committee on grievances with the employer shall not be paid for unless the employer agrees to meet with the committee during working hours.

After notice to and permission from his or her immediate supervisor, the chief steward shall have the right to visit other areas within the plant for the purpose of transacting grievance committee business. All grievance meetings with the Company shall be held in an office or suitable location provided apart from the actual place of work.

**Section 2.** Should any dispute arise between the Company and the employees pertaining to matters involved in this agreement or incident to conditions of employment, such matters shall be settled in the following manner:

- A. Between the employee and his immediate supervisor (the employee may request that the Chief Steward or the steward be present at such meeting). If a group of employees are involved in the grievance, a steward or chief steward shall represent the employees. If there is no settlement within two (2) working days, the grievance shall be referred to:
- B. The plant manager and the grievance committee. All grievances at this step of the grievance procedure must be reduced to writing. If there is no settlement within three (3) working days, the grievance shall be referred to:
- C. The Plant Manager, District Union Business Representative, and the Plant Chief Steward. Said meeting may be requested by the Union or the Company and shall be held within two (2) working days after such request is made. If no settlement is reached within three (3) working days, the grievance shall be referred to:
- D. Arbitration as hereinafter provided. If the Company refuses to submit the grievance to arbitration, the Union shall not be bound under the "no strike" provision of this Agreement. The Company and the Union shall each select one (1) representative who in turn shall select a third (3rd) member. Said selection shall be made within ten (10) days after the grievance, which is to be arbitrated, has been submitted in writing to the Company. In case the two (2) members of the arbitration board selected by the

Company and the Union fail to agree on the selection by the Company and the Union or the third (3rd) member, the Federal Mediation & Conciliation Service shall be requested to name said member.

- E. It is agreed that if any employee neglects to report or advise either the Union or the Employer within ten (10) working days of any grievance or dispute, no consideration or action will be taken under the grievance procedure by the Union, except that any grievance concerning rates of pay or vacation pay may be taken up with the employer within thirty (30) working days as a grievance.
- F. The Executive Board of the Local Union shall have the final authority in presenting and processing and adjusting grievances, difficulties or disputes arising under this Agreement in any step of the grievance procedure and the Union may, by action of the Executive Board, decline to process any grievance, complaint, difficulties, or dispute if in the judgment of the Local Executive Board such grievance or dispute lacks merit or is not justifiable under the terms of this Agreement to the satisfaction of the Executive Board.

An employee who disagrees after notification that his or her grievances dropped, must notify the President of the Local Union in writing of his or her request to appear before the Executive Board no later than 20 days from the date the employee was notified that their grievance has been dropped.

**Section 3.** Any cost incurred in the arbitration shall be shared equally by the Company and the Union.

**Section 4.** The majority decision of the arbitration committee shall be accepted by both parties as final and binding.

**Section 5.** During the period of negotiations for settlement of any grievance, there shall be no lockout by the Company and no strikes, work stoppage or slow down by the employee or by the Union.

**Section 6.** A grievance involving the discharge of an employee must be submitted by the employee or his Union Representative to the Company Representative or his deputy not later than three (3) working days from the date of the discharge or three (3) working days from the date the employee was notified of his discharge, whichever is later. In the event it is decided that an employee has been unjustly discharged, he shall be reinstated to his former position without loss of seniority and will receive full pay for time lost.

**Section 7.** The Company agrees to provide the Union with any pertinent information requested for the study and processing of grievances.

## ARTICLE 11 – BULLETINS

The Union shall be privileged to post bulletins on a union bulletin board which shall be provided by the company.

## ARTICLE 12 – RECORDS

The Company agrees that a District Local Union representative shall have entry to the plant during working hours if such representative requests permission from the Company.

Employees are responsible for providing the company with current and accurate contact data to allow for emergency contact. Employees are required to provide an updated and complete contact form quarterly to the company on the designated form. The form will be made available to all employees by the Human Resources office.

## ARTICLE 13 – LEAVES OF ABSENCE

**Section 1.** A leave of absence beyond regular vacation to which an employee is entitled of one (1) month and not more than six (6) months, will be granted for good and sufficient reason in accordance with the provisions of Section 4 below. A leave of absence in the plant must be mutually approved by the Union and the Company. Seniority and continuous service rights are not broken while on leave except as provided in the following section.

**Section 2.** If an employee, while on leave of absence, accepts another job, goes into business for themselves, or fails to return at the expiration of such leave, he or she automatically terminates his or her employment and loses all rights with the Company.

**Section 3.** All authorized absences (other than for vacation) for less than one (1) month, shall be excused absences and not leaves of absence, except as provided in Section 4C.

**Section 4.** The following types of leave are granted:

- A. The Company and union agrees to abide by all provisions of the Family and Medical Leave Act of 1993 in granting a leave of absence. FMLA leave time shall run concurrent with the sick leave policy to make it no more than one year.
- B. A sick leave of absence will be granted to an employee up to a period of one (1) year if such a sickness is supported by medical evidence by a regular licensed physician and further provided that such employee does not accept work of any kind for the duration of such sick leave absence.

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

**Section 5.** An employee being granted a leave of absence for any of the reasons provided in this Article, shall be provided with a statement signed by the Company and the Union indicating the date the leave of absence begins and ends.

**Section 6.** Employees shall be given a leave of absence without pay to attend labor conferences or conferences called by either the Local or International Union, if the employee desiring the leave of absence gives the Company two (2) weeks' notice.

## **ARTICLE 14 – SEPARABILITY PROVISION**

The provisions of this Agreement are deemed to be separable to the extent that if and when a Court of Last Resort adjudges any provisions of the Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect provided further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet within thirty (30) days for the purpose of renegotiating an agreement on provision or provisions as invalidated.

## **ARTICLE 15 – JURY DUTY PAY**

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

## **ARTICLE 16 – SAFETY COMMITTEE**

A safety committee consisting of at least three union members and at least one member from management, shall hold regular meetings at least bimonthly. Those members appointed shall be mutually agreed upon by the Company and the Union and shall serve one year terms. The union chief steward shall be a permanent member of the committee. Time spent during the meeting shall be paid by the Company and count as hours worked.

The Chief Steward and Committee members will receive written minutes of all safety meetings, including corrective actions taken on all issues raised by the Committee.

## ARTICLE 17 – INSURANCE

The Company will make available to all regular full-time employees after 6 months of employment a health insurance program. Details of the program will be made available in a separate brochure. The company has the option to change health plans to control costs as long as coverage is comparable to the present plan.

The employee cost of the insurance will be as follows \$455.17 per month for family coverage and \$133.95 per month for single coverage during the first year of the Agreement. The 125 pretax cafeteria program presently in place shall remain in effect as allowed by Federal law.

For the health insurance contract year beginning 10/1/2018, the company will absorb up to \$25 per month of any increase in the insurance company single plan premium, and up to \$35 per month of any increase in the insurance company family plan premium.

For the health insurance contract year beginning 10/1/2019, the company will absorb up to \$25 per month of any increase in the insurance company single plan premium, and up to \$35 per month of any increase in the insurance company family plan premium. Any additional increases will be paid by the employee. Any unused portion of the company increase will be carried over and added to the agreed company increase in the following year, if needed.

The Company will pay their share of the premium for one month while an employee is off work due to an illness or injury, provided proper medical evidence is provided to the Company.

## ARTICLE 17A – APPENDIX TO INSURANCE

Coordination of Benefits: Covered expenses shall include any charge which is reimbursable under any other group insurance or group prepayment plan to which an employer makes contributions; provided, that where such other insurance or plan provides for non-duplication of benefits, the duplication shall be eliminated with the Prime Carrier Rule, i.e.,

- A. The carrier insuring the patient as the principal insured (i.e., the employee) is the Prime Carrier and will pay without regard to other insurance;
- B. If the patient is an eligible dependent child, the carrier insuring the father as the principal insured is the Prime Carrier.



- C. If the Prime Carrier is not established by (A) or (B), the carrier which has insured the patient for the longer period of time is the Prime Carrier.

## ARTICLE 18 – SICK LEAVE

All full-time employees enrolled in the insurance plan with one (1) or more years of service who are off work because of illness or off-the-job accident are to participate in the sick leave plan as follows, provided they furnish acceptable medical evidence to the HR Department. The company may request the employee be examined by a company physician.

- A. Sick leave starts on the eighth (8th) day following the absence because of illness or the first day of the accident.
- B. This plan does not cover on-the-job accidents where Workmen's Compensation applies or intentional self-inflicted injury or gross neglect.
- C. The employee must be on the active payroll at the time of injury or illness.
- D. The sick leave payment shall be \$150.00 per week for 13 weeks.

## ARTICLE 19 – LIFE INSURANCE

Life insurance shall be \$25,000 for employees with an additional \$15,000 for accidental death and dismemberment. This benefit is reduced to \$16,250 at age 65 and at age 70 is reduced to \$12,500.

Dependent life insurance of \$2,500.00 for spouse and \$2,000.00 per child age 6 months to 19 years and \$250.00 for an infant age 14 days to 6 months.

## ARTICLE 20 – RETIREMENT/401(k) PLAN

**Section 1.** Employees with twenty (20) years or more of service who are eligible for social security at the time of retirement, shall receive a single payment equal to eighty (80) hours at their applicable hourly pay rate. Employees with thirty (30) years or more of service shall receive a single payment equal to 120 hours at their applicable pay rate. Such retiring employees shall also receive a prorated vacation of one-twelfth (1/12) for each month beyond their anniversary date for every week of vacation to which they are entitled under the applicable vacation schedule.

**Section 2.** A 401k plan has been adopted with the company contributing 50% of the first 6% of the employee's contribution. Maximum employee contributions are regulated by the IRS and may be subject to change.

**401k VESTING: FULL-TIME (MINIMUM ONE YEAR OF SERVICE)**

Upon Completing:

YEAR 2	25%
YEAR 3	50%
YEAR 4	75%
YEAR 5	100%

**ARTICLE 21 – JOB POSTING SENIORITY**

- A. All full-time job openings within the plant shall be posted for a twenty-four (24) hour period, exclusive of Saturdays, Sundays, and holidays. The twenty-four (24) hour period shall begin at 12 noon and end at 12 noon the following day, excluding Saturday, Sunday and holidays.
- B. For purposes of job postings, vacations, leaves of absence, and sickness of thirty (30) days or less, shall not necessitate any job being posted.
- C. After that amount of time, the job shall be posted.
- D. The most senior employee who has applied for the job opening shall be allowed to fill it provided the following items have been met:
  - 1. An employee must be able to perform the job and have the necessary skills and abilities. Employees at Second Written Warning level or on Attendance Probation at the time of the job posting are not eligible to bid.
  - 2. The employee has ten (10) consecutive work days to qualify on the job or refuse the job. If the employee refuses the job in the first (5) work days, they shall go back to their last previous job. If the employee refuses the job between 6 and 10 work days, they shall not go back to their previous job, but shall fill the needs of the plant.
  - 3. All full-time vacancies created by termination, retirement, etc., will be posted within 48 hours.
  - 4. A successful applicant will be placed on the new job within a reasonable period of time not to exceed 30 calendar days. It shall be unnecessary to re-post a position if it is vacated again within 45 days of the job being filled. The next bidder from the original posting shall be given opportunity to fill the job, or if no bidders, job shall be filled by hiring.

- E. An employee absent during the entire twenty-four (24) hour posting period shall have the right within forty-eight (48) hours of his/her return to work to sign for one (1) job which was posted during his/her absence and won by a junior employee. However, this right shall not apply to an employee who was absent a) without notification; b) without satisfactory reason; c) due to layoff; d) due to disciplinary time off; and e) absences for any reason for longer than thirty (30) calendar days.

## ARTICLE 22 – UNION-COMPANY MEETINGS

A meeting shall be held once every two weeks between the President of the Company, or his deputy, and the Chief Steward and a Union Steward in an effort to achieve better communications between the Company and the Union. This does not preclude the possibility of any special meetings to discuss unusual problems either with regards to the Company or the Union or a mutual problem.

## ARTICLE 23 – FUNERALS

When a regular full-time employee is absent from work because of the necessity of arranging for or attending the funeral or memorial of a member of his/her immediate family, the Company will pay him/her for eight (8) hours at his/her regular straight time rate of pay for a maximum of three (3) days. For the breaking plant employees who are scheduled to work four (4) ten (10) hour days the week of the funeral, the funeral pay will be paid at ten (10) hours per day. For the breaking plant employees who are scheduled to work eight (8) hours a day the week of the funeral, the funeral pay shall be paid at eight (8) hours a day. For the purpose of this section, the immediate family means only the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law or daughter-in-law. In-law relationships must be the result of a current legal marriage.

Step relationship similar to the above-defined immediate family shall also be covered by this section if they reside in the same household and were raised as siblings.

- A. Three (3) days with pay will be granted for grandchildren of the employee or spouse.
- B. Two (2) days with pay will be granted for grandparents of the employee or spouse.
- C. One (1) day with pay will be granted for brother-in-law, sister-in-law of the employee or spouse.

To qualify for funeral pay, the employee must meet the following guidelines:

- A. The employee is on the active payroll on the date of the death of the person covered by this Agreement.
- B. The employee notifies the Company of the necessity of the absence not later than the first day of the absence.
- C. Payment will be made for a day of absence only if such day is one of the two (2) days either commencing with the day of the death or the day immediately following the day of such death and it is a day in which the employee would have worked had it not been for the absence. The exception to this provision would be if the funeral is delayed due to transporting the remains to the sight of the funeral.
- D. No payment will be made for any day of absence which is later than the day of the funeral except where substantial travel time is required to attend such funeral.
- E. The employee, when requested, furnishes proof satisfactory to the Company of the death, his/her relationship to the deceased, the date of the funeral and the employee's actual attendance at such funeral.

## ARTICLE 24 – UNION RIGHTS

**Section 1.** The Union reserves the right to negotiate for all new jobs or jobs not mentioned in the job grades as specified in this contract.

**Section 2.** Employee shall be paid once each week on Thursday.

**Section 3.** When an employee is required to fill a position receiving a higher rate of pay for one (1) or more hours, he will receive the higher rate for all time spent working on the higher rated job.

**Section 4.** When an employee is temporarily assigned to a lower rated job, his rate shall not be reduced to the lower rate.

**Section 5.** The Company will pay twenty cents (.20) premium for full-time employees who work second (2nd) shift, and fifty cents (.50) premium for full-time employees who work third (3rd) shift.

**Section 6.** The Company will pay the full cost of aprons for each full-time employee who is required to wear them.

**Section 7.** The chief steward will be provided with a room to discuss union membership with each new hire for at least 15 minutes when new employees are hired. The chief steward will be notified as soon as practical when an employee is terminated.

**Section 8.** The Company will provide up to five (5) uniforms per year or as needed for truck drivers.

**Section 9.** Employees with fifteen (15) years of service will receive a \$100.00 bonus each year on their anniversary date or the next regular payday.

**Section 10.** Each employee will be given a copy of all plant rules along with a copy of the attendance control policy.

**Section 11.** The Company shall promptly reimburse truck drivers any cost incurred for renewal of their commercial driver's license.

**Section 12.** Each employee may earn a \$50.00 bonus for each three (3) months of perfect attendance. The three (3) month periods will be as follows: July, August, September/October, November, December/January, February, March/April, May, June. An absence in any one (1) of the above three (3) month periods disqualifies the employee for that three (3) month period only. For the purpose of this Article, perfect attendance is defined as working all hours directed. The only exceptions are paid time off, such as, jury duty, funeral leave, paid vacations, leisure days, holidays, time lost on the first day of a work-related injury, etc.

## ARTICLE 25 – WAGES

If as a result of an agreement between the Company and the Union a job rate is reduced, the employees on the job at the time of the rate reduction shall not have their hourly rates reduced to conform to the new rate unless agreed to by the Company and the Union. All new and future employees on the job shall be paid the reduced rate. In addition, each increase shall be added to the employees who were on the job at the time of rate reduction, provided they have had no break in continuous service with the Company.

Any new production employee shall receive a minimum of twenty cents (.20) over minimum wage for the first 90 days.

Any employee who has passed his probationary period, and works less than 25 hours, shall be paid twenty-five (.25) per hour less than a person in that labor classification grade.

## CLASSIFICATIONS

**GRADE 1**      Transfer and Breaking Room Workers  
                    Draw Off Room Workers  
                    Dryer Pack Room Operators  
                    Pan Dryer Operators  
                    Sanitation (Pasteurizing/Packaging)

**GRADE 2**      White Pan Processor  
                    Hammermill Shaker Operator

**GRADE 3**      Churn Operator  
                    White Spray Dryer/RO/CIP Operator

**GRADE 4**      Pasteurizer Operator  
                    Truck Drivers

NEW HIRE RATE SCHEDULE

<u>2017-2018</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year +</u>
Grade 1	\$12.45	\$12.65	\$12.75	\$12.85	\$12.95
Grade 2	\$12.65	\$12.85	\$12.95	\$13.05	\$13.15
Grade 3	\$13.20	\$13.40	\$13.50	\$13.60	\$13.70
Grade 4	\$13.30	\$13.50	\$13.60	\$13.70	\$13.80

<u>2018-2019</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year +</u>
Grade 1	\$12.85	\$13.05	\$13.15	\$13.25	\$13.35
Grade 2	\$13.05	\$13.25	\$13.35	\$13.45	\$13.55
Grade 3	\$13.60	\$13.80	\$13.90	\$14.00	\$14.10
Grade 4	\$13.70	\$13.90	\$14.00	\$14.10	\$14.20

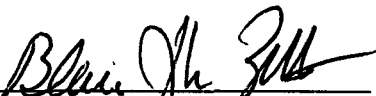
<u>2019-2020</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year +</u>
Grade 1	\$13.15	\$13.35	\$13.45	\$13.55	\$13.65
Grade 2	\$13.35	\$13.55	\$13.65	\$13.75	\$13.85
Grade 3	\$13.90	\$14.10	\$14.20	\$14.30	\$14.40
Grade 4	\$14.00	\$14.20	\$14.30	\$14.40	\$14.50


ARTICLE 26 – TERM OF AGREEMENT

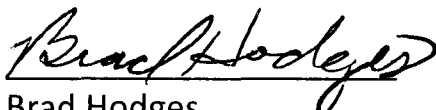
This Agreement shall take effect as of July 2, 2017 and shall remain in effect until October 3, 2020, midnight, and from year to year thereafter, provided however, that this Agreement may be modified, changed or terminated by either party, serving at least sixty (60) days written notice to the other party prior to the expiration date of any contract year.

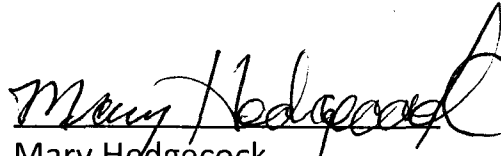
OSKALOOSA FOOD PRODUCTS  
CORPORATION

UNITED FOOD & COMMERCIAL WORKERS  
DISTRICT LOCAL UNION 431


  
Blair VanZetten

  
Lois Taylor


  
Brad Hodges

  
Mary Hedgecock

  
Kate Clark

  
Barbara Fallis

DATE SIGNED 5-8-2018

DATE SIGNED 5-15-18   
5-15-18 