



# **AGREEMENT**

BETWEEN

**MUSCATINE**  
**LOGISTICS LLC**  
MUSCATINE, IOWA

and

**UNITED FOOD AND COMMERCIAL WORKERS**  
**LOCAL 431**

March 2, 2017 – March 1, 2022

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## AGREEMENT

### ARTICLES OF AGREEMENT

1. Entered into the 2nd day of March, 2017 by and between Muscatine Logistics LLC (hereinafter referred to as the Company), and District Union Local No. 431, of the United Food and Commercial Workers (hereinafter referred to as the Union).

### ARTICLE 1 RECOGNITION AND COVERAGE

2. **Section A.** The Company recognizes the Union as the exclusive representative of its Muscatine, Iowa employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment. The term "employee" as used in this Contract, includes all warehouse employees of the Company in the Muscatine, Iowa plant but excludes all regular supervisors, assistant supervisors, and office and clerical employees. Any reference to "his" appearing in this Agreement shall be interpreted to mean "his" or "her" equally.
3. **Section B.** The term "regular employee" as used herein shall be understood to mean full-time employee who has been retained after serving a probationary period as hereinafter defined.
4. **Section C.** The Company recognizes and will not interfere with the right of its employees to become members of the Union. The Union agrees not to intimidate or coerce employees into membership in the Union, and the Company agrees that there shall be no discrimination against any employee because of membership in the Union.
5. **Section D.** The Union agrees to accept and abide by all of the provisions and conditions of this Agreement and during its term will not call, counsel or advise its members to engage in any walkout, sit-down, slowdown or other interference with or interruption of work, and that it will not call, support or otherwise encourage any walkout or strike.
6. All employees, supervisors and other recognized representatives of the Company are bound to observe the respective covenants in this agreement of the Company and the Union. The Company agrees that during the term of the Contract it will not lock out the employees. A "lockout" is defined as the closing down by the Company of the plant or any part thereof for the purpose of forcing the employees to accept a Company position or contention in a controversy with the Union, provided, however, that a closing down by the Company caused by the unwillingness of the employees to continue to work in a normal manner under existing conditions shall not be considered a lockout.

7. **Section E.** The solicitation of members by the Union is prohibited on Company time. However, the Union is permitted to address all new hires at orientation at a time and place mutually agreed to by the parties.
8. **Section F.** The Company agrees to maintain bulletin boards, on which the Union may post notices of the time and place of meetings, social affairs, elections, the names of officers or accredited representatives and such other notices as may be approved by the Company. The Union shall deliver one copy of each such notice to the Human Resource Manager one-half (1/2) hour prior to posting. The number and location of such bulletin boards shall be mutually agreed upon by the Company and the Union.
9. **Section G.**
  1. The Company agrees to deduct Union dues and other deductions from the wages of employees in accordance with a formula submitted to the Company by the Union from time to time and to remit such collections to a designated representative of the Union within ten (10) days after collection, provided that the Company has received from each employee on whose account such deductions are to be made a written assignment authorizing the deduction. The Company also agrees to deduct initial membership dues for new members when authorized to do so. Such deductions may be made in installments if requested.
  2. In addition to the above deductions, the Company agrees to make deductions for District Local 431 Credit Union dues, COPE and Voluntary Death Benefit upon receipt of written authorization. The Union agrees that the Company shall be saved harmless for deductions made in conformity with any such written assignment.
11. **Section H. Fairshare Contingent Agent Shop.**

If federal or Iowa state laws make it legally permissible, the following provision shall become operative: "All regular employees who are not then members of the Union and new employees shall be required as a condition of employment, to pay to the Union each month a service charge as payment for representation by the Union in matters of wages, hours and working conditions. The service charge shall be in the amount equal to the uniform weekly dues required by the Union of its members and shall include initial membership dues if applicable."
12. **Section I. Non-Discrimination.**

As heretofore, the Union and the Company will continue their policies of nondiscrimination because of race, religion, sex, national origin, color or age, physical or mental handicaps, Military-Veteran status or any other protected condition or characteristic in conformance with federal, state, and local laws and regulations.
13. **Section J. Disabled.** The parties recognize the Company's right to make such job changes that are reasonably necessary and to take such other actions that may be

required to insure that the Company continues to be in compliance with the Iowa state law regarding Disability Employment, the Americans with Disabilities Act (ADA), and the regulations issued thereunder. Whenever necessary to resolve an accommodation via committee, a committee of two (2) Company and two (2) Union representatives shall be established. Company will agree to meet with the Union and discuss the impact of any requested A.D.A. accommodations in order to determine whether it can be granted without violating other employee's seniority rights.

14. **Section K.** If any provision of this Agreement shall be held invalid or in conflict with any state or federal law, it shall be immediately void. The remainder of the Agreement shall not be affected thereby.
15. In the above eventuality:
16. A. The Company and the Union shall immediately meet to resolve any issues created.
17. B. If resolution is not reached within 30 days, the matter shall be submitted to an expedited arbitration process.
18. C. After resolution by either a. or b. above, neither party shall initiate or be party to a legal proceeding regarding the legality of the resolution.
19. **Section L. Seasonal and Part-time Employees.** Notwithstanding any other provision of this Agreement, the Company shall have the right to hire seasonal and part-time employees. Seasonal employees will work a defined period of time between June 1 and December 31 to cover periods of increased volume, either on a set schedule or "on call." Part-time employees may work any time of the year and may be "on-call," may work a set schedule of less than 40 hours per week, or may work a set schedule of 40 hours on a temporary basis to cover a period of absence by a regular employee. Seasonal and Part-time employees will not be placed on the regular seniority list and will not receive benefits, but will receive the regular contractual wage rate corresponding to their length of service as a seasonal or part-time employee.
20. The Company will not use seasonal or part-time employees to avoid hiring a regular full time employee if a regular full-time position is needed or to reduce regular employee headcount.
21. Part-time employees will be placed on a separate seniority list and will serve the same probationary period as regular employees. Part-time employees will be given first consideration for regular positions. If hired as regular employees, they will not be required to serve a probationary period and their seniority date will be the date they attain regular employee status. The Company will notify the Union when a part-timer goes to regular status.

22. Part-timers will not be used to avoid overtime assignments for regular employees; provided, however, that part-time employees may be called to replace employees calling off on the day of their shift.

## **ARTICLE 2 HOURS OF WORK**

23. **Section A.** Except as provided in Section C, below, the normal schedule of working hours shall be eight (8) hours per shift and forty (40) hours per week.
24. The Company recognizes the importance and desirability of steady employment and will continue its efforts to furnish employees with as steady work as possible.
25. **Section B.** The established work week for the purpose of determining weekly overtime under the terms of this contract and under the provisions of the Fair Labor Standards Act of 1938 shall begin at 12:01 a.m. Sunday and end at midnight the following Saturday. Daily time cards will be dated as of the date a shift starts and full number of hours worked on a shift will be considered to have been worked in the day and in the work week in which the shift started.
26. **Section C. 1.** The Company at its discretion shall have the right, with respect for all new hires after August 16, 2007, to implement any schedule of either five (5) eight (8) hour days, four (4) ten (10) hour days. The time and one-half requirement on Saturday and the double time requirement for work on Sunday shall not apply where Saturday or Sunday are regularly scheduled days of work. Employees on the payroll as of August 16, 2007 may volunteer but may not be forced to work a 4-10 schedule or a schedule including Saturday or Sunday as regular work days. The Company will give at least two (2) weeks advance notice before implementing schedule changes as provided above.
- 2.** Employees hired after ratification, and volunteers, may be assigned to schedules that allow operation twenty-four hours (24) per day, seven (7) days per week. Procedures for 24/7 scheduling are set forth in Appendix F.
27. **Section D.** All time worked over eight (8) hours in any one (1) day or over forty (40) hours in any one (1) week shall be paid for at the rate of one and one-half (1½) times the straight-time hourly rate. For all employees on four (4) day, ten (10) hour workweek, the Employer will pay overtime at the rate of one and one-half (1½) times the hourly rate for all hours worked over ten (10) hours in one day. Nothing herein shall be construed as requiring a duplication or pyramiding of weekly overtime or premium payments involving the same overtime hours paid on a daily basis.

28. **Section E.** Time and one-half (1½) the straight-time rates shall be paid for time worked on Saturdays and double the straight-time rates shall be paid for work performed on Sundays except:
29. 1. An employee who takes time off during Monday to Friday inclusive, without having been so instructed by the Company (an employee who fails to work because of a disability substantiated by a doctor's certificate is excluded from this exception to Section E; also, an employee who fails to work because of a court appearance substantiated by a receipt from the Clerk of Courts shall have excluded the actual time spent in court from this exception to Section E) shall be paid time and one-half (1½) for work performed on Saturdays only after they have worked forty (40) hours at straight-time pay in that work week and shall be paid double time for work performed on Sundays only after they have worked forty (40) hours at straight-time pay and eight (8) hours at time and one-half (1½) pay on Saturday and/or Sunday in that work week.
30. 2. Employees are considered for overtime premium as follows: Time and one-half (1½) for Saturday and Sunday work shall be paid if no time is taken off from Monday to Friday other than upon Company instruction. Double time for such employees shall be paid for Sunday work if performed on seventh day worked in the established work week.
31. 3. For the purpose of applying the provisions of this section when an employee reports for work but works less than eight (8) hours, such time not work shall not deprive an employee of Saturday and Sunday overtime pay if the employee's failure to work eight (8) hours is due to (1) Company instruction, (2) meetings with management as a representative of the Union, (3) industrial accident or illness occurring while at work or (4) death in the employee's immediate family as defined in Article 3, Section C, below, (5) Jury duty and (6) FMLA if the employee is being required to use personal day or vacation time for FMLA purposes. However, permission days will not be counted for the purpose of applying the provisions of this section. An employee who fails to work during his scheduled work week because of disability substantiated by a doctor's certificate shall not be deprived of the Saturday or Sunday overtime pay.
32. **Section F.** Regardless of the number of hours worked on any one shift, an employee shall not normally be scheduled to report for work on the next succeeding shift without at least a six (6)-hour rest period. If less than a six (6)-hour rest period is granted, daily premium compensation at time and one-half (1½) will be paid for all hours worked up to the time when a six (6)-hour rest period would have ended. Under normal circumstances, an employee will not be required to work more than twelve (12) hours. Where additional work is necessary at the end of a shift, volunteers will be solicited starting with the most qualified senior employee, and if mandatory work is necessary it will begin with the most junior qualified employee, all from among those who have not already worked twelve (12) hours. Qualified, for

purposes of this Agreement, shall mean that the employee has completed any required training and possesses the skills required to perform the job in question.

33. An employee who works a full shift on one calendar day and who begins to work a second shift within the same calendar day shall be paid time and one-half (1½) for all hours worked on the second shift which falls within the calendar day on which the first shift was worked unless second shift has been scheduled at the beginning of the employee's work week.
34. **Section G. Overtime Preferences**
  1. **Daily Unscheduled Overtime** - Work at the conclusion of any regularly scheduled shift will be on a volunteer basis by seniority among those qualified. If there are insufficient volunteers, then assignment will be mandatory by reverse seniority among those qualified. The Company will give notice of daily unscheduled overtime at least one (1) hour before the end of each shift; provided, however, that such requirement need not be met where the overtime is required due to a call-off that occurs less than one and a half hours before the scheduled start time of the employee calling off.
  35. 2. **Daily Scheduled Overtime** - Volunteers that have signed the overtime sheet will be given the overtime by seniority among those qualified within the shift. If there are insufficient numbers of volunteers, employees will be forced by reverse seniority among those qualified within the shift. Qualified, for purposes of this Agreement, shall mean that the employee has completed any required training and possesses the skills required to perform the job in question."
  36. 3. **Daily Overtime** - Employees must waive overtime preferences for daily overtime or be scheduled by seniority and ability.
  37. 4. **Saturday, Sunday, and Holiday Scheduled Overtime** - Preference for such work shall be given on a seniority basis within the department to the employees with the ability to perform the type of work required. Current practices of posting for volunteers and assigning such volunteers when less than the full department is scheduled to work shall be continued. The notice of weekend overtime work will be posted by 2:00 p.m. on Thursday of the week preceding the weekend the overtime will be worked. Employees volunteering for the weekend overtime must sign the notice by 10:00 a.m. on Friday preceding the weekend. Shift preferences may be stated. Employees will be assigned from the list on the basis of seniority and ability. Company will endeavor to post jobs scheduled for weekend overtime. Such overtime work will be assigned to qualified senior employees who sign to work the overtime and are available within ½ hour of the overtime shift's start time.
38. **Saturday/Sunday/Holiday - Overtime for Skilled Positions**

Overtime on Saturday, Sundays and holidays will be assigned by seniority to volunteers qualified to perform the required work. If there are insufficient volunteers,



then overtime will be mandatory in reverse seniority order for those qualified to perform the required work.

39. **Saturday/Sunday/Holiday – Overtime for Unskilled Positions**

Overtime on Saturday, Sundays and holidays will be assigned by seniority to volunteers qualified to perform the required work. If there are insufficient volunteers, then overtime will be mandatory in reverse seniority order for those qualified to perform the required work.

40. **Section H.**

**Weekend Overtime.** Employees volunteering for weekend overtime must sign the notice by 10:00 a.m. on Friday preceding the weekend.

41. All employees must sign for weekend overtime in accordance with labor agreement. Sign-up sheets for weekend overtime are available every week at the Shipping Desk.

42. Such overtime work will be assigned to employees who have signed to work or forced on employees according to the following procedures:

43. 1. Qualified senior employee who sign to work the overtime and are available within ½ hour of the overtime shift's start time.

44. 2. Qualified junior employees will be forced from the bottom of the seniority list up.

45. Employees who sign and are scheduled will have to work with less than six (6) hours off or no time off.

46. **Weekend paid time off** - An employee who desires to avoid being required to work weekend overtime may request to use additional paid time off (i.e. personal day, bonus day or vacation day) to cover that weekend, provided the employee makes the request by 10:00 a.m. on Friday prior to the weekend. The employee making the request will not be required to work the weekend overtime unless needed for the efficient operation of the warehouse. If the employee requests to use paid time off (personal day, bonus day, or vacation day), and would not have been scheduled, the day would be reinstated.

47. **Section I.** Employees, when required to remain at work, will be paid for time lost due to an interruption or cessation of work by reason of breakdown of machinery, lack of products, or for any other reason beyond the control of the employees, provided other employment cannot be found.

48. **Section J.** Regular employee who are ordered to report for work and cannot be given work at the time they were told to report for work shall be paid for such waiting time at their regular rate, and such time shall be counted as hours worked in that work week. When a regular employee reports for work as scheduled or instructed and is sent home because work is not available before he has earned a minimum of

four (4) hours of pay at straight time, he is entitled to four hours of report pay at straight time. If the employee volunteers to go home early, he is not entitled to report pay. This shall not apply in the event of an interruption of work because of a labor dispute, fire, or flood.

49. An employee who is called or instructed to return to work after he has completed his scheduled shift and has left the premises of the Company shall be paid, regardless of the amount of time worked, not less than four (4) hours straight-time-pay. When an employee is scheduled to work on Saturday or Sunday, he will be expected to work a minimum of four (4) hours. If a coordinator elects to authorize a call to an employee outside of their regular work hours to have that employee consult on a problem, that employee shall receive one hour of pay at their straight time rate of pay; however, pay will not be included as an hour of work for overtime purposes.
50. Employees who are absent from work three (3) days or less must notify the Human Resources Department by 1:00 p.m. on the day before they plan to return (10:00 a.m. of the day of return for second or third shift employees only) to receive a work assignment in accordance with seniority and ability; or by 3:00 p.m. for work assignment without regard to seniority. Employees absent more than three (3) days must notify the Human Resource Department by 1:00 p.m. on the day before they plan to return. Failure to notify the Company of intention to return to work relieves the Company of any obligation under this Section. However, the Company will not operate short to discipline employees for not calling in for their starting times. No employee who is absent three (3) days or more will be allowed to return to work without first presenting a return to work slip from his or her treating physician.
51. Employees who are tardy up to one (1) hour will receive a work assignment in accordance with seniority and ability. If an employee is more than one (1) hour late but less than two (2) hours late, the employee will be assigned to whatever work is available. If an employee is tardy two (2) hours to four (4) hours and work is not available, then the employee will be considered absent and sent home. Any employee more than four (4) hours late will be sent home. An employee shall be charged only one (1) absence or one (1) tardy per occurrence. The company will not operate short to discipline employees for being tardy
52. **Section K.** The Company shall give all employees time off for lunch as close to the middle of the shift as possible. The schedule of work shall normally be for no more than five (5) consecutive hours without a lunch period. Time and one-half (1 1/2) shall be paid for all hours worked consecutively beyond five (5) hours without a lunch period, except when no more than six and one-half (6½) hours are required to complete the day's work. This provision shall not apply to those who work on a continuous operation. Employees will be granted necessary relief during working hours.

53. **Section L.**

1. The following holidays are recognized by the Company:

New Year's Day	Labor Day
President's Day	Thanksgiving
Good Friday	Friday after Thanksgiving
Memorial Day	Day before Christmas
Tuesday after Memorial Day	Christmas
Independence Day	

54. 2. Holiday pay for all regular employees shall be eight (8) hours pay whether the employee works on the holiday or not. Employees actually working on a holiday will be paid one and one-half (1½) times the straight-time hourly rate in addition to their holiday pay. Holiday pay shall be subject to the following rules:
55. A. Recognized holidays falling on Saturday will be observed by the Company on the preceding Friday and those falling on Sunday will be observed on the following Monday. The day on which the holiday is observed will be considered the holiday for all purposes under this Article.
56. B. Such employee must have worked his full scheduled shift on the days (excluding Saturday and Sunday) immediately preceding and immediately following the recognized holiday. Absence of the full scheduled shift on the days preceding or following the holiday shall not deprive an employee of "holiday allowance" only if due to a death in the employee's immediate family, jury duty, scheduled vacation or proven disability or layoff for lack of work if the employee works any time either within eight (8) calendar days preceding or within the eight (8) calendar days following the holiday. Absences of a part of the full scheduled shift on the days preceding or following the holiday shall not deprive an employee of "holiday allowance" only if due to industrial accident; illness occurring while at work; meeting with Management as a representative of the Union; death in the employee's immediate family as defined in Article 3, Section C, below, extenuating circumstances approved by the Personnel Manager; or unavoidable tardiness not exceeding two (2) hours.
57. C. Such employee must not have failed to report for work on the holiday after having been instructed to so report.
58. D. Such employee who works less than eight (8) hours on a holiday shift because he is so instructed by the Company will be paid a holiday allowance equal to the straight time-rate for the difference between the time actually worked and eight (8) hours.

59. **Section M.** Employees will receive one (1) personal day at time of hire, and a second personal day after their six-month anniversary.

Effective upon ratification of this Agreement, new hires will receive one (1) personal day at time of hire, and a second personal day after their six-month anniversary. Thereafter, personal days will be loaded annually, on an employee's first anniversary, and each subsequent anniversary.

Employees entitled to 4 personal days as of 1/1/18 will receive the following for 2018:

For anniversary dates earlier than 4/1/18, load 1 personal day in January and then a full load of four days after their next anniversary.

For anniversary dates between 4/1/18 and 6/30/18, load 2 personal days in January and then a full load of four days after their next anniversary.

For anniversary dates between 7/1/18 and 9/30/18, load 3 personal days in January and then a full load of four days after their next anniversary.

For anniversary dates of 10/1/18 and later, load 4 personal days in January and then a full load of four days after their next anniversary.

For employees employed as of ratification with less than one year of service as of 1/1/18, load 1 day in January for anniversary dates earlier than 7/1/18, and 2 days for anniversary dates of 7/1/18 or later and then a full load of four days after their next anniversary.

60. A regular employee, following completion of New Employee status, may designate four (4) scheduled work days of his choice as personal days off with pay. The employee shall notify the Company as far in advance as possible prior to taking the personal days off. Employees shall receive eight (8) hours of credit for personal days taken Monday through Friday for the purpose of computing weekly overtime; however, personal days taken on the day preceding or following a holiday shall not qualify the employee for the holiday pay. The maximum number of paid hours for personal days shall be thirty-two (32). Where the Company has implemented a 4-10 schedule, personal days off shall be paid at eight (8) hours' pay.
61. One half (½) hours notice (prior to the scheduled shift start time) is required for use of a personal day.
62. Twenty-four (24) hours notice (prior to the scheduled shift start time) is required for use of bonus days in all circumstances. Where less than 24 hours' notice is given, the bonus day will be paid but will count as an occurrence for the purposes of the Attendance Policy unless excused at management's discretion.

63. Pay for personal days off will consist of eight (8) hours pay as computed for the employee's vacation pay for the year, exclusive of vacation bonus under Article 7, Section C. Personal days must be taken in the calendar year due or forfeited and will be paid for at the end of the year due. Any unused personal days remaining at the time of retirement will be paid to the retiree and any days remaining at the time of death will be paid to the employee's beneficiary.
64. **Section N.** Medical restrictions will be considered when scheduling employees by seniority and ability. If work is available in accordance with medical evidence, employees will be scheduled. Otherwise, employees will be off on medical leave until appropriate work is available or the employees' seniority terminates.

### **ARTICLE 3 WAGES**

65. **Section A.** Rules governing job classification and job grades and rates therefore effective as set forth in Appendix A & B attached hereto shall continue in full force and effect during the term of this Agreement.
66. **Section B.** Paydays shall be on Wednesday.
67. **Section C.** The Company shall provide the Union with two (2) weeks advance written notice prior to implementing any changes to the incentive plan.
1. Such program will not reduce the wage levels in this Agreement.
  2. Such program will not operate in a discriminatory fashion.
  3. Such program will not be the basis for discipline.
68. **Section D. Bereavement Pay.**  
An employee who is absent from regularly scheduled work because of a death in his immediate family shall be paid for wages lost beginning on the day of the death to and including the day after the funeral except that such repayment shall not exceed three (3) days' or twenty-four (24) hours' pay. An employee's "immediate family" shall mean a current and legal husband, or wife, children, step-children (children of current spouse) grandparents, parents, step parents, foster parents, parents-in-law, brothers, sisters, child for whom the employee is the legal guardian and grandchildren. The hourly rate for such employees shall be their average straight time hourly earnings in the last payroll period completed and paid prior to the beginning of such bereavement leave. Employees shall be allowed bereavement leave for brothers-in-law and sisters-in-law not to exceed one (1) day subject to the same conditions as outlined above.
69. **Section E. Jury Duty.**  
Regular employees who serve time on jury duty that prevents them from working their regular work schedule on such days will be paid the difference between their

jury pay and what they would have earned had they worked (8) hours at straight-time rates for the Company less their earnings during hours in which they worked for the Company on such days. Employees will not be required to work for the Company on days on which they are required to report for jury duty, but the Company will, when it has the work, endeavor to arrange work schedules that will permit these employees, if they so desire, to earn their regular daily wages in addition to their jury pay on such days.

**70. Section F. Attendance Bonus.**

Effective January 2018, for a July 2018 initial payout, employees with perfect attendance for the prior six month period will receive a two-hundred and fifty dollar (\$250.00) bonus, after taxes and withholdings, payable in the first pay period of July for the prior six month period, and the first pay period of the following January, for the six months prior to that. "Perfect attendance" is defined as having no absences or tardies. Approved personal, bonus or vacation days will not disqualify an employee from receiving an attendance bonus.

**71. Section G.** A cost-of-living adjustment shall be payable beginning September 1, 2012 and the amount of cost-of-living allowance shall be determined and re-determined as provided below, on the basis of the Consumer Price Index for Urban Wage Earners and Clerical Workers, All Cities (1967 = 100 – as revised January 1985) published by the Bureau of Labor Statistics, U.S. Department of Labor. (Consumer Price Index is hereinafter referred to as the CPI.)"

**72.** The cost-of-living adjustments shall be payable for each hour paid under the terms of this agreement in an amount equal to one (1) cent for each full point three percent (0.3%) increase in the CPI. The cost-of-living allowance shall be folded into the base rates for any classification. The maximum cost-of-living allowance payable in calendar year 2012 shall be ten (10) cents per hour. The maximum cost-of-living allowance payable in calendar year 2013 shall be ten (10) cents per hour. The maximum cost-of-living allowance payable in calendar year 2014 shall be ten (10) cents per hour. The maximum cost-of-living allowance payable in calendar year 2015 shall be ten (10) cents per hour. The maximum cost-of-living allowance payable in calendar year 2063 shall be fifteen (15) cents per hour.

**73.** The increase in cost-of-living adjustments shall be based upon the percentage difference between the CPI levels and payable as follows:

<b>Base CPI <u>Month of</u></b>	<b>New CPI <u>Month of</u></b>	<b>COLA <u>Payable</u></b>
January 2012	July 2012	September 1, 2012
July 2012	January 2013	March 1, 2013
January 2013	July 2013	September 1, 2013
July 2013	January 2014	March 1, 2014
January 2014	July 2014	September 1, 2014
July 2014	January 2015	March 1, 2015

January 2015	July 2015	September 1, 2015
July 2015	January 2016	March 1, 2016
January 2016	July 2016	September 2016

74. The cost-of-living adjustment payable each May 15, above, shall be paid to each employee on the payroll on that date and paid as a lump sum bonus consisting of the number of hours paid to each employee for the period between March 1 of one year and March 1 of the next year times the cost-of-living adjustment. COLA amounts will be calculated using the current formula. COLA payments will be capped at \$.03 for both years and will be paid as a lump sum bonus.
75. Employees who leave only by reason of retirement or death prior to March 1 will receive the bonus that they were earning at the time of the retirement or death. Such bonus shall be paid at the time of the final pay and shall be based upon hours worked in the calendar year the employee leaves time the prior year's COLA adjustment.
76. A decline in the CPI shall not result in a reduction of the cost-of-living adjustment on that allowance which is being paid at that time. However, the same CPI points shall not be paid for twice. Additionally, a cost-of-living adjustment and Gainsharing shall not be paid at the same time.
77. In the event that the Bureau of Labor Statistics should change, discontinue or revise the CPI during this period, the parties shall meet to adjust this provision with the closest possible statistical equivalency to make effective on the dates specified the intention of this Provision.
78. **Section H. Negotiating Committee.**  
The Company will pay employee's lost time wages for negotiations and ratification.

**ARTICLE 4  
NIGHT-TURN BONUS**

79. A night-turn bonus of thirty cents (\$0.30) per hour shall be paid on all hours worked between 4:00 p.m. and 11:59 p.m. and thirty-five cents (\$0.35) per hour shall be paid on all hours worked between midnight and 6:00 a.m.

**ARTICLE 5  
UNIFORMS**

80. Uniforms will not be required. Steel toed boots shall be required and the Company shall pay a maximum of \$125 per year, after taxes and withholdings, payable with the first paycheck in January, as a boot allowance. The Company will continue to provide safety and sanitary wear required by the KraftHeinz plant, including ear plugs, hair nets, hard hats and safety glasses.

## ARTICLE 6 SENIORITY

81. **Section A.** It is the intent of the Company to administer the following provisions of Article 6 in a way that all employees will have identical rights irrespective of the sex of the employee.
82. 1. The parties recognize that promotional opportunity and job security in the event of promotions, decrease of forces and recall after layoffs should increase in proportion to length of continuous service and that in the administration of this Article the intent will be that whatever practicable full consideration shall be given continuous service in such cases, except that a decrease or increase of the working force which is limited to a period of less than one (1) shift shall be considered temporary and shall be made in such manner as may be determined solely by the Company. In the event a line is interrupted or ended during a shift, senior employees will have the opportunity to remain working on similar lines and/or jobs within the department by requesting to replace junior employees with the same starting time when one-half (1/2) hour or more remains on the employee's shift.
83. 2. In recognition, however, of the responsibilities of Management for the efficient operations of the plant, it is understood and agreed that in all cases of promotion (except promotions to positions excluded from the bargaining unit as defined in Article 1) and decreases in forces or recalls after layoff, the factors as listed below shall be considered; however, only where ability to perform the work is relatively equal shall length of continuous service be the determining factor;
84. A. Ability to perform the work
85. B. Continuous service on a plant-wide basis
86. 3. Employees will be laid off and recalled consistent with ability and seniority.
87. **Section B.** All jobs within the warehouse will be classified as Warehouse Worker, except that there shall also be a classification of Display, Grade IV, Outside Caretaker and Leads. Employees may express their preference for certain jobs within the Warehouse Worker classification, which preferences will be honored consistent with the needs of the business.
88. **Section C. Probationary Employees.**  
A new employee or former employee hired after a break in continuous service shall be considered a probationary employee and shall acquire no continuous service until he has completed fifty (50) day actually worked within a twelve (12) month period. The continuous service of an employee who has completed the fifty (50) day probationary period shall date from his original hiring date within the previous twelve (12) month period. A new employee who works less than fifty (50) days and is then



laid off for a continuous period greater than the number of days he had worked, will start again as a new employee without any credit towards continuous service for the days of his previous employment.

89. **Section D. Break in Continuous Service.** An employee shall cease to have continuous service and his employment with the Company shall be considered terminated for all purposes when the employee:
  90. 1. Voluntarily leaves the service of the Company or is discharged for cause.
  91. 2. Is laid off for lack of work and fails to report for work after five (5) days' written notice to do so by certified mail addressed to his last address known to the Company. A copy of such notice shall be mailed to the Union. An employee who for acceptable reasons is unable to answer such call to return to work within the specified five (5) day period shall not lose continuous service provided he reports the facts to the Company as soon thereafter as it is possible for him to do so.
  92. 3. Is laid off for lack of work for a continuous period greater than one (1) year or for a continuous period greater than the period for which he has continuous service credit with the Company at the time of layoff, whichever is less.
  93. 4. Has not worked for the Company for a period of 18 (eighteen) months due to sickness or accident.
  94. 5. Has not worked for the Company due to an injury or illness covered by Workers' Compensation according to the following schedule:
    95. A. Employees with less than one (1) year of continuous service-twelve (12) months
    96. B. Employees with more than one (1) year of continuous service-a period equal to twelve (12) months plus one (1) month for each full year of continuous service up to a maximum limit of twenty-four (24) months.
  97. 6. Is absent for three (3) consecutive work days without notifying the Company.
98. An employee who accepts a transfer to a job excluded from the bargaining unit may be returned or may return to the bargaining unit within the first year of his transfer out. He shall be returned to his home department within this one-year period and his seniority shall be reinstated and accrued as if he never accepted such transfer.
99. **Section E.** An employee whose continuous service is terminated because he was laid off for lack of work for a continuous period greater than the period for which he had continuous service credit with the Company at the time of layoff as provided in Section D above who is reemployed within the same calendar year in which he was

laid off shall not be required to serve a second probationary period, but shall be considered a "regular" employee immediately upon returning to work and his continuous service shall date from the date of his prior employment.

100. **Section F.** The Company will post and provide to the Union an updated seniority list every six (6) months.

101. **Section G. Lay-Off Procedure.**

Layoffs will be done in reverse seniority order provided that employees remaining are qualified to perform the required work.

102. **Section H. Voluntary Layoffs.**

The Company may, due to business volume or a KraftHeinz plant shut-down, offer voluntary layoffs for a defined period of time, including by single days. This will be done while considering the efficient operation of the facility. Those interested will sign a posted voluntary layoff request sheet. Voluntary layoffs of five (5) working days or less will be administered through the leads, who will be directed to seek volunteers to sign a sheet volunteering for layoff as far in advance of the layoff as practicable. In the event of a recall from voluntary layoff, employees will be recalled in inverse seniority order based on skills and abilities. This voluntary layoff process can be applied during KraftHeinz plant shut-down periods but shall not interfere with the ability of the company to require employees to take vacation during the July 4<sup>th</sup> and Christmas shut-down periods. Employees who are on a voluntary layoff are required to call in daily to check if they are scheduled to work the next day.

103. **Section I. Shift Preferences.**

Each regular employee shall be given the opportunity to express their shift preference upon completion of the trial period. An employee who has expressed a desire to work on a given shift will be assigned to that shift in accordance with facility continuous service and ability when practicable. It is agreed, however, that efficient operation of the facility shall be the first consideration when making work assignments to the various shifts. An employee may change shift preferences up to four (4) times per calendar year. Written notice of preference must be provided to Human Resources Department or the warehouse office no later than Noon on Wednesday of any calendar week. The change shall then become effective on the following Monday.

104. **Section J. Promotions and Transfers.**

Vacancies other than lead jobs will be filled in accordance with the following procedure: Company will endeavor to promote or transfer successful applicants within 90 calendar days of acceptance of the promotion or transfer.

105. 1. The Company will post notices of job training announcements for a period of forty-eight (48) hours. A description of the relevant features of the job will also be posted. Opportunities for training will be offered in order of seniority. These notices shall consist of opportunities for training on jobs which operate five (5)

consecutive days or more. An employee will be considered trained if he worked five (5) consecutive days on the job, unless a longer period is established by mutual agreement. A successful applicant during the period of training will remain on the job when it operates unless displaced during reduction of force. The Company will endeavor to honor bids of employees who are absent from work for no more than two (2) weeks during the posting period provided that notice is given within twenty-four (24) hours of the employees' return to work.

106. 2. Daily work assignments will be filled in accordance with seniority and ability. Senior qualified employees will receive earlier starting hours within the job on the shift. Company will post schedules by 1:00 p.m. the day prior, and by 1:00 p.m. Friday for weekend and Monday work.
107. 3. Coordinators will determine an employee's qualifications to perform a given job. A production coordinator may determine that a production employee is qualified on a job without the employee working on the job for five (5) consecutive days. It is not the intent to disqualify an employee's pre-existing skill in the job skills inventory. It is the intent that the employee will continue with the determination of the coordinator. If not, the training may be extended or terminated.
108. 4. All requests for job training or bids will be prepared in triplicate. The Company receives the original, the Union receives one copy and the employee retains one copy.
109. **Section K.** Leaves of absence not to exceed thirty (30) days may be granted by the Company without affecting continuous service. Personal Leave of Absence and permission days will be granted only after Personal days and single vacation days have been exhausted.
110. **Section L.** An employee who leaves the employ of the Company to accept a full-time position with the United Food and Commercial Workers Union and who makes application for re-employment within one (1) year from the beginning of such leave shall be entitled to reinstatement to his former job with accrued continuous service at the rate of pay for such work prevailing at the time of reinstatement provided that he is still able to perform such work.
111. The above reemployment rights shall not extend to more than one person at any one time.
112. **Section M.** An employee who leaves the employ of the Company to accept a full-time position with Local 431 shall be granted a leave of absence without pay for the remainder of the current term of this agreement or until one week after he ceases to occupy such full-time position, whichever is earlier, provided that he has given to the Company a written request for such leave at least ten (10) days prior to the date on which the leave commences. Such person who makes application for reemployment within 30 days following the termination of his leave of absence shall be entitled to

reinstatement to his former work with accrued continuous service at the rate of pay for such work prevailing at the time of reinstatement, provided he is still able to perform the work. The Union will immediately notify the Company when an employee on leave of absence under this provision ceases to occupy such full-time position. No more than one employee at any time shall be entitled to such leave.

113. **Section N.** An employee will be granted a temporary leave of absence without pay not exceed 30 days for Union business, provided such leave does not disrupt the efficient operation of the plant. The number of employees who may take such leave at any one time will be mutually agreed between the local Union and factory Management.
114. Any leave of absence for Union business under these provisions shall become void immediately and all reemployment and continuous service rights shall be terminated if the person on leave accepts other employment or engages in work other than Union business.
115. **Section O.** An employee who has accumulated four (4) or more years of continuous service with the Company who has been laid off for lack of work in accordance with Section A of this Article and, who, in the opinion of the Management, is not likely to be recalled to work within one (1) year from the date of layoff, who cannot qualify for immediate retirement benefits will be given priority over other applicants and probationary employees for employment for work available at any other ES3 facility at which employees are represented by the U.F.C.W. or a local thereof subject to the collective bargaining agreement applicable at such facility. "Work Available" shall be defined as work to which no other ES3 employee with established seniority has superior rights.
116. An employee who wishes to exercise this priority must file a written request for such employment specifying the factory location or locations at which he would accept employment. Such application will not become effective until thirty (30) days after the date of filling. Employees who thus apply will thereafter be given priority in employment in accordance with length of their continuous service with the Company.
117. An employee who accepts employment at another ES3 facility will continue to maintain his continuous service at his original facility, but will also accrue continuous service at the new location beginning with the date his employment at the new location begins. One year after the date of layoff from his original location, his continuous service rights there shall terminate and his continuous service shall apply only in the new location. Such employee's continuous service for the purpose of insurance, retirements, vacation, holiday pay, service awards and all other benefits shall be calculated on the same basis as it was at his original factory location.
118. If an employee who has filled a written request for employment under this provision rejects a job offered to him or does not report for work at the new location at the mutually agreed upon time, his name shall be removed from the priority list and he

will not thereafter be considered for employment opportunities at other factories except that he may have his priority reinstated once by submitting a new request in writing. Such reinstatement will become effective thirty (30) days after the date of filling.

119. **Section P.** At the request of the Union made at the time of layoff, not more than seven (7) members of the Union who shall be stewards or officers shall be given top plant continuous service during their respective terms of office for purposes of layoff and recall only. The Union shall notify the Company of the names of those covered by this provision as soon after the signing of this Contract as possible, and thereafter the Company will notify the Union of any contemplated layoff involving such employees. The Union will advise the Company in writing after receipt of such notice of those persons for whom it requests top continuous service.
120. **Section Q.** When two or more employees are hired on the same calendar day, the rank number shall determine the continuous service order of the employees so involved.

## **ARTICLE 7 VACATIONS**

121. **Section A.**
1. To be eligible for a vacation in any calendar year during the term of this Agreement, an employee must:
122. A. Have one or more years of continuous service, and
123. B. Have worked one hundred ninety (190) days or more in the preceding calendar year (except that in the case of an employee who completes one year of continuous service in such calendar year, his vacation eligibility period shall be the twelve (12) month immediately following the date of his employment) and provided that any employee who works less than one hundred ninety (190) days but more than one hundred forty (140) days in the preceding calendar year or in the twelve (12) month vacation eligibility period shall be eligible for one-half (1/2) the amount of vacation to which he would otherwise have been entitled. An employee absent from scheduled work due to illness or injury shall be credited as days worked for vacation purposes with up to fifty (50) days if such absence occurs during any vacation eligibility period, provided that such employee claiming such credit files with the Company's Human Resource Department within ten (10) days after his return to work a written statement signed by his attending physician certifying to the period of such disability. An employee who has worked or has been credited with on hundred (100) days or more worked in any vacation eligibility period shall be entitled for vacation purposes to additional credit in that vacation eligibility period for actual hours of absence due to layoff for lack of work up to fifty (50) days.

124. 2. Continuous service shall date from:
- A. The date of the first employment by the Company within the bargaining unit represented by the Union, or
  - 125. B. The subsequent date of employment following a break in continuous service as presently or heretofore determined under rules existing at the time, whichever of the above two dates is later.
126. 3. An employee, even though otherwise eligible under this Section A, forfeits the right to receive vacation benefits under this Article if he quits or is discharged prior to January 1 of the vacation year.
127. **Section B.** An eligible employee who has attained the years of continuous service indicated in the following table in any calendar year during the term of this agreement shall receive a vacation corresponding to such years of continuous service as shown in the following table:

<u>YEARS OF SERVICE</u>	<u>WEEKS OF VACATION</u>
1 but less than 3.....	1
3 but less than 7.....	2
7 but less than 15.....	3
15 but less than 23.....	4
23 but less than 32.....	5
32 or more .....	6

128. Employees hired on or after September 1, 2007 are ineligible for six weeks of vacation.
129. Each employee with fifteen (15) or more years of continuous service, who is entitled to a vacation in that year under the provisions of Section A above, shall have the option of taking up to one (1) week only of pay in lieu of vacation time off. Those employees with twenty (20) years of service may have the option of taking up to two (2) weeks pay in lieu of vacation time off. Example below:
- 15 to 19 years - 1 week cashed in  
20 or more years - 2 weeks cashed in
130. In any calendar year in which an employee reaches an anniversary date upon which he becomes entitled to additional benefits under provisions of this Section, any such additional vacation benefit will not be due payable to him until on or after such anniversary date.
131. **Section C.** Vacation pay will be based on an employee's average earned rate per hour, including bonus plan earnings, during the twelve (12) month period in which

such vacation was earned, plus a twenty percent (20%) vacation bonus. Employees hired on or after September 1, 2007 are ineligible for the vacation bonus.

132. **Section D.** The hours of vacation pay for each week of vacation shall not be less than forty (40) or more than forty-eight (48) and within these limits, the hours of vacation pay shall be based upon each employee's average hours worked per week during the twelve (12) month period in which such vacation was earned. Employees entitled to one-half (1/2) week of vacation shall be paid for (20) hours.
133. **Section E.** Vacation not used by December 31 of the calendar year will be paid out. However, the employee must make every attempt to use the vacation during the calendar year.
134. **Section F.** The Company reserves the right in an emergency to request an employee who is on vacation to return to work, but such an employee shall not be required to return. In the event a vacation is to be cancelled prior to its occurrence, as much advance notice as possible will be given. When they submit their vacation requests, employees may request that they not be scheduled to work on the weekend prior to their vacation. Such requests will not be unreasonably denied by the Company.
135. **Section G.** In the event the Company elects to close any or all of the departments of the plant for any purpose during the week of or the week preceding or following the Fourth of July and the week of Christmas, the Company will so notify employees on or before June 1 of the vacation year. An employee entitled to two (2) weeks or more of vacation will be required to take vacation during such shutdown period unless he has previously exhausted or scheduled his vacation entitlement.
136. Except as provided in the paragraph above, employees will be allowed to request vacation on a designated form for full weeks of vacation for the period of March 1<sup>st</sup> through December 31<sup>st</sup> prior to February 1<sup>st</sup>. Vacation will be granted by the Friday of the second full week of February based on seniority. Any employee denied vacation on the first vacation sign up will be allowed to submit on the third week of February of any remaining available weeks. The Company will approve by the last day of February. It is agreed, however, that efficient operations of the plant should be the first consideration when assigning vacation time and that the Company shall have the right to assign vacation time on that basis. It is further agreed, however, that, in the case of employees in maintenance job classifications, the most senior employee or employees in any classification which is not required during the shutdown periods specified above, shall, with the prior consent of the regular supervisor, be scheduled for vacation during any such shutdown period. Vacations approved under this section will take precedence over vacations requested under MP 131 and MP 132. Any vacation once approved under this Article will not be revoked.

137. New policy to take effect November 1, 2001. An employee entitled 1-3 or more weeks of vacation may elect to take one week of vacation one day at a time. An employee entitled to 4-6 weeks of vacation may elect to take two (2) weeks of vacation one day at a time. Each day must be scheduled at least 24 hours in advance of the day requested and be approved by appropriate supervision.
138. Employees will be allowed to request full weeks of vacation month to month based on seniority. The week or block of weeks requested by an employee at least one month in advance will have precedence over vacations requested with less than one-month notice. Advanced monthly requests will be granted/ denied within 5 working days following the requested month end. Approvals will be based on the Company's ability to maintain an efficient operation of the facility.
139. Requests for full week vacations must be turned in by noon on Tuesday of the week preceding the vacation. These requests will be granted based on the efficient operation of the facility and provided that it does not interfere with an employee's block of vacation which has been previously granted per the request procedure above.

Vacation wanted by	Request must be in by	Company Approves/ Denies
January 1-30	November 30 <sup>th</sup>	5 <sup>th</sup> working day of December
February 1-29	December 31 <sup>st</sup>	5 <sup>th</sup> working day of January
March 1-31	January 31 <sup>st</sup>	5 <sup>th</sup> working day of February
April 1-30	February 28 <sup>th</sup>	5 <sup>th</sup> working day of March
May 1-31	March 31 <sup>st</sup>	5 <sup>th</sup> working day of April
Split week Memorial Day	March 31 <sup>st</sup>	5 <sup>th</sup> working day of April
Full week July 4 <sup>th</sup>	March 31 <sup>st</sup>	5 <sup>th</sup> working day of April
Split week July 4 <sup>th</sup>	March 31 <sup>st</sup>	5 <sup>th</sup> working day of April
June 1-30	April 30 <sup>th</sup>	5 <sup>th</sup> working day of May
July 1-31(except 4 <sup>th</sup> of July week)	May 30 <sup>th</sup>	5 <sup>th</sup> working day of June
August 1-31	June 30 <sup>th</sup>	5 <sup>th</sup> working day of July
September 1-30	July 31 <sup>st</sup>	5 <sup>th</sup> working day of August
October 1-31	August 31 <sup>st</sup>	5 <sup>th</sup> working day of September
November 1-30	September 30 <sup>th</sup>	5 <sup>th</sup> working day of October
Split week Thanksgiving	September 30 <sup>th</sup>	5 <sup>th</sup> working day of October
Full week Christmas	September 30 <sup>th</sup>	5 <sup>th</sup> working day of October
Split week Christmas	September 30 <sup>th</sup>	5 <sup>th</sup> working day of October
December 1-31	October 31 <sup>st</sup>	5 <sup>th</sup> working day of November

**140. Priority of full-week and split week vacation:**

1. Pertaining to vacations requested for the following weeks of the following holidays: Memorial Day, July 4<sup>th</sup>, Thanksgiving, and Christmas, the Company and Union, in order to honor seniority, agree to the following:



141. 2. Employees will be allowed to request full weeks of vacations at the same time employees are allowed to request split week's vacation.
142. 3. Vacation requests will be awarded based on seniority.
143. 4. Example 1: Mr. Senior wants a full-week of vacation for July 4<sup>th</sup>. He requests it by 3/31. Since Mr. Senior has higher seniority, he will be granted vacation.
144. Example 2: Mr. Senior wants a full-week of vacation for July 4<sup>th</sup>. He waits until 5/30 to request it. Ms. Junior wants to take a split week of vacation for Memorial Day and July 4<sup>th</sup>. She requests it by 3/31. Since Ms. Junior requested it by the first deadline she will be granted the vacation even though she has less seniority than Mr. Senior does.
145. **Split Vacations.**  
The Company and Union have agreed that in only those holiday weeks that the Company permits split vacations – (Memorial Day and July 4<sup>th</sup> weeks, and Thanksgiving and Christmas weeks) the Company will endeavor to grant personal days to allow the employee not to be scheduled for work at all the week, and such employee will not be disqualified from holiday allowance.
146. It is understood and agreed that the personal day(s) and/or permission day(s) will be allowed only to "round out" (not to be scheduled) the vacation week during the July 4<sup>th</sup> or Christmas Day week. They will not be used to extend the vacation period into the week preceding or following a holiday period. It is further agreed that the employee must request permission to take the personal days at least 48 hours in advance of the day and receive permission from the Company. If all requests for such days cannot be granted, the least senior qualified employees will be scheduled to work. Failure to work as scheduled will result in denial of holiday allowance. All other holiday and vacation conditions and requirements per the current labor agreement continue to be in effect and force.

## ARTICLE 8 MANAGEMENT OF THE FACILITY

147. **Section A.** The Company reserves the exclusive right to manage the plant and to assign, schedule and direct the work in accordance with its best interests; to hire, promote, demote, transfer, drop for lack of business and suspend or discharge for proper cause, provided no action so taken will be in violation of any of the other provisions of this Contract.
148. **Section B.** The Union recognizes the right of the Company to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the Company's business and reasonable penalties for the violation of such rules. The Company has established such rules, regulations and penalties; will post them in each department

and agrees to apply such penalties indiscriminately to all employees. The Union has the right to object under the grievance procedure to any rule or penalty established hereunder. Changes in present rules shall not become effective until they have been posted for a period of seven (7) days and a copy given to the Union at the time of posting.

149. The Union has the right to object under the grievance procedure to any change in present rules or the penalties established in any such change.
150. **Section C.** It is the intent of this contract that a person acting in a supervisory capacity shall not be permitted to perform any work that is performed by employees covered by this Contract, except as follows:
  151. 1. In emergencies when employees are not available in the department.
  152. 2. In the instruction or training of new employees.
  153. 3. In the performance of necessary work when productive difficulties are encountered, which work does not deprive any employee of employment.
  154. 4. In supervisor training, which work does not deprive any employee of employment.
  155. 5. In experimental work, which work does not deprive any employee of employment.
156. **Section D.** The Company will continue to make reasonable provisions for the safety and health of its employees while in the plant during working hours and will continue its safety program with regular safety meetings as heretofore. An employee to be appointed by the Union and approved by the Company will be allowed not more than two (2) hours per month without loss of pay to conduct safety inspections with the factory Human Resources manager or his representative.
157. **Section E.** The parties agree to establish a joint Labor/Management Committee to meet at regular intervals.
158. **Section F.** This Agreement, including the appendices, side letters and memoranda attached hereto, represents the entire agreement of the Parties. There are no other agreements between the Parties. Any modification or amendment to this Agreement must be in writing and signed by both Parties.
159. **Section G.** In the event that any unforeseen issue should arise as a result of the transition from KraftHeinz to ES3, the Parties agree to negotiate in good faith to resolve such issue. This provision shall not be construed to require the re-opening or re-negotiation of any express term or condition of this Agreement.

**ARTICLE 9  
GRIEVANCE PROCEDURE**

160. **Section A.** Should any difference arise between the Company and the Union as to an alleged violation of the provisions of this Agreement, there shall be no suspension of work on account of such differences. But an earnest effort shall be made to settle them immediately to the mutual satisfaction of both parties.
161. **Section B.** A grievance is defined to be any question or controversy between the Company and one or more employees of the Union, as to the interpretation or application of, or compliance with, the terms of this Contract or any matter involving wages, hours or working conditions.
162. **Section C.**
1. The aggrieved employee, the steward and the supervisor involved shall attempt to adjust the grievance orally. If the matter cannot be adjusted within five (5) work days, the grievance shall be reduced to writing by the Union steward on the next work day, signed by the employee or steward filing the grievance and submitted to the supervisor involved, who shall reduce his answer to writing within five (5) days after receipt of the grievance. If the answer is unsatisfactory, it shall be submitted within the next five (5) working days to:
163. 2. The facility manager, or a person designated by him to receive the grievance, who will discuss it with the Union's grievance committee and who shall reply in writing within the next five (5) working days after the grievance is presented.
164. 3. If the disposition of the grievance by the facility manager or his designated representative is unsatisfactory, the matter shall be taken up for adjustment with corporate operations/legal officials of the Company or their designated representative and the committee of the Union, including a representative of the international Union. Notice of appeal to this step must be given in writing within ten (10) working days after receipt of the factory manager's answer.
165. Extensions to the above time period may be made by mutual agreement at each step. Signatures and dating will be required at each step of the procedure with notation of any agreed extensions. Failure by either side to honor the time limits will result in the grievance being settled in favor of the other party on a non-precedent basis.
166. **Section D.** If the parties hereto shall fail to adjust a grievance under the procedure set forth in Section C above, if the grievance relates to the determination of rights and obligations conferred or created by this Contract, and if a written request for arbitration is made within ten (10) days after the final answer is given under Section C (4), such grievance shall be submitted for final decision to an arbitrator mutually agreed upon by the parties. In the event the parties are unable to agree upon an arbitrator, either party may request the Federal Mediation & Conciliation Service to

supply a list of seven (7) arbitrator who shall be members of the National Academy of Arbitrators for selection purposes. Following a coin flip to determine who strikes first, each party shall strike a name from the list until only one name is remaining. The arbitrator shall hold hearings and render its decision in writing as quickly as practicable. The decision shall be final and binding upon both parties. The arbitrator, however, does not have the right to alter, amend or enlarge the terms of this Contract. The costs incurred by such arbitration proceedings shall be borne equally by the parties hereto.

167. **Section E.** At any step in this grievance procedure, the executive board of the local Union shall have the final authority in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if, in the judgment of the executive board, such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the executive board. Once the aggrieved employee has been notified either by their steward or by the Union business representative that their grievance is being dropped because of lack of merit, the aggrieved employee has twenty (20) calendar days to appeal that decision by sending a letter to the Union president requesting to appear before the Union executive board.
168. **Section F.** No action or matter shall be considered the subject of a grievance unless written complaint is made within five (5) working days from its occurrence and, 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 full pay for all time lost.
169. **Section G.** Any investigation of the facts involved in the consideration of a grievance which requires an inspection of any part of the Company's plant or an inspection of any operation in the plant may be made jointly by a representative the Company and a representative of the Union. Any Company record relied upon by the Company in answering a grievance will be made available for inspection by the designated representative of the Union upon request.
170. **Section H.** A Union steward shall request permission from his supervisor before stopping work to handle a grievance and shall report to the supervisor when ready to start to work. Such permission shall not be unreasonably withheld.

## **ARTICLE 10 SEVERANCE ALLOWANCE**

171. **Section A.** When, in the sole judgment of the Company, it decides to close permanently its Muscatine plant or to discontinue permanently a substantial portion of its Muscatine plant and, as a result thereof, any employee is laid off by the Company under the provisions of Article 6, Seniority, of the Contract and is not recalled to work for one (1) year after such layoff, such employee shall be entitled to

a severance allowance as hereinafter provided. At the option of the Company, such an employee may be offered a severance allowance prior to the expiration of such one (1) year period and, if he accepts such offer, all of this rights under this Contract shall immediately terminate.

172. **Section B.** An employee, to be eligible for severance allowance, must have accumulate four (4) or more years of total severance with the Company at the time of layoff, computed in accordance with Article 6, Section C, of this Agreement.

173. **Section C.**

1. An eligible individual shall receive severance allowance based upon total service with the Company, in accordance with the following schedule:

<u>TOTAL SERVICE</u>	<u>WEEKS OF SEVERANCE ALLOWANCE</u>
4 years but less than 6	4
6 years but less than 8	6
8 years but less than 10	8
10 years or more	12

174. Employees with more than ten (10) years of service shall receive an additional one-half (½) week of severance allowance for each full year of service over ten (10) years.

175. 2. A week's severance allowance shall be determined in accordance with the provisions of calculation of vacation pay as set forth in Article 7, Vacations.

176. 3. Payment shall be made in a lump sum.

177. 4. A minimum of four (4) months notice shall be given in the event the Company decides to permanently close its Muscatine plant.

178. **Section D.** Severance allowance shall not be duplicated for the same severance, whether the other obligation arises by reason of contract, law or otherwise. If an individual is or shall become entitled to any discharge, liquidation, severance or dismissal allowance payment of similar kind by reason of any federal or state law, the total amount of such payment shall be deducted from the severance allowance to which the individual may be entitled under Article, or any payment made by the Company under this Article may be offset against such payments. Statutory unemployment compensation payments shall be excluded from the non-duplication provisions of this paragraph.

179. Any employee who retires under the Company's "Employees' Retirement System" may be delayed in receiving retirement benefits for the period of time equivalent to that number of weeks upon which the severance allowance is based.

## **ARTICLE 11 RETIREMENT PLANS**

**180. Section A. Employees Hired Prior to September 1, 2004: Pension Plan C.**

For Employees hired prior to September 1, 2004 as of the date of ratification of this Agreement who are participants in Plan C, and who retire on or after April 17, 2012, increase the benefit computation as follows:

181. 1. Increase from 1.3% to 1.4% of total earnable compensation for credited service between January 1, 1967 and effective date of retirement;
182. 2. Increase minimum annual benefit by \$1.00 per month per year of credited service, based on pay periods from January 1, 1967 to retirement;
183. 3. Increase annual temporary supplement for early retirement by \$1.00 per month per year of service.
184. Upon request of an employee, the KraftHeinz Benefits Center will provide an employee with all formulas used in the calculation of the employee's pension benefit.
185. All necessary forms for retirement, including forms for enrolling eligible dependents for post-retirement health care benefits, will be provided to employees for completion before effective date of retirement.

**186. Section B. Employees Hired On or After September 1, 2004: 401(k) Plan**

Full-time employees are eligible to join the plan the first day of the month coinciding with or next following six (6) months of service. Employees are allowed to make elective deferrals from 1%-90% of their eligible compensation up to IRS limits. Until December, 31, 2017, the Company will match contributions of fifty (50%) percent of the employees' elective deferrals that do not exceed six (6%) percent of the employees' eligible compensation. A five year vesting schedule graded to twenty (20%) percent after two (2) years of service, forty (40%) percent after three (3) years of service, sixty (60%) percent after four (4) years of service and one hundred (100%) percent after five (5) years of service shall apply. Unmatched Catch-up contributions for employees age 50 and older will also be allowed up to IRS limits.

Effective January 1, 2018, the Company will make contributions to the 401(k) Plan on behalf of eligible bargaining unit employees hired on or after September 1, 2004 as follows:

AGE	COMPANY CONTRIBUTION (PERCENTAGE OF ELIGIBLE EARNINGS)
<30 Years of Age	2.0%
30-34 Years of Age	2.0%
35-39 Years of Age	2.5%
40-44 Years of Age	3.0%
45-49 Years of Age	4.0%
50-54 Years of Age	4.5%
55-59 Years of Age	5.5%
60-64 Years of Age	8.0%
>65 Years of Age	8.5%

187. **Plan Documents Govern.** The Pension and 401(k) Plan will be governed by the terms and conditions set forth in applicable plan documents, and such benefit programs may be modified or amended by the plan sponsor from time to time in accordance with the terms of the applicable plan documents. Any questions or disputes concerning any benefit programs will be resolved in accordance with the terms and conditions set forth in the applicable plan documents.

**Claims For Unpaid Benefits.** The failure of the plan administrator(s) to provide any benefit under the Pension Plan or 401(k) Plan will not result in any liability to the Company, nor shall such failure be considered a breach by the Company of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement will be construed to relieve the Pension Plan, the 401(k) Plan, or any Plan Administrator, from any liability they may have to the Company, bargaining unit employees or beneficiaries of bargaining unit employees.

## ARTICLE 12 HEALTH AND WELFARE BENEFITS

195. **Section C.** Short-Term Disability Benefit: Increased weekly maximum payment from \$275.00 to \$325.00.

**Section A Status Quo.** The current group medical, dental, vision, life insurance, disability and other welfare benefit plans currently in effect for bargaining unit employees covered by this Agreement will remain in effect through December 31, 2017.

**Section B Group Medical Benefits.** Effective January 1, 2018, bargaining unit employees who have completed ninety (90) days of continuous service will be eligible to participate in the medical benefit program ("Medical Plan"). Employees will

be required to pay the usual and customary premiums paid for their benefits (based upon the plan and coverage tier selected by the employee) as outlined in Appendix G.

**Section C Post Retirement Medical/Prescription/Vision/Dental.**

1. Employees hired on or after December 31, 2019 will not be eligible for retiree medical benefits.

2. Qualifying retirees who retire before January 1, 2018 will be eligible for the following medical benefits:

(a) Retirees who are under sixty-five (65) years of age will be eligible to participate in the retiree medical plan in effect immediately prior to the effective date of this Agreement.

(b) Retirees who are sixty-five (65) years of age or older will be eligible to participate in the post-65 tertiary plan.

2. Effective January 1, 2018, qualifying future retirees will be eligible for the following medical benefits:

a. Retirees who are under sixty-five (65) years of age will be eligible to participate in the medical benefit program on the same terms as active employees; *provided, however*, that retirees will not be eligible to receive wellness credits or payroll credits for higher deductible plans.

b. Retirees who are sixty-five (65) years of age or older will be eligible to participate in the post-65 tertiary plan.

**Section D Dental Benefits.** Effective January 1, 2018, bargaining unit employees who have completed ninety (90) days of continuous service will be eligible to participate in the dental benefit program ("Dental Plan"). Employees will be required to pay the usual and customary premiums for their benefits under the any such benefit programs (based upon the plan and coverage tier selected by the employee).

**Section E Vision Benefits.** Effective January 1, 2018, bargaining unit employees who have completed ninety (90) days of continuous service will be eligible to participate in the vision benefit program ("Vision Plan"). Employees will be required to pay the usual and customary premiums for their benefits under the any such benefit programs (based upon the plan and coverage tier selected by the employee).

**Section F Life Insurance Plan.** Effective January 1, 2018, after completing ninety (90) days of continuous service, employees will be eligible to participate in a Company-paid group life insurance plan. The life insurance benefit will be equal to one



times the employee's annual compensation calculated in accordance with the terms of the life insurance plan documents. Eligible employees shall be eligible to purchase optional additional coverage or dependent coverage at group rates.

**Section G Accidental Death and Dismemberment Insurance Plan.**

Effective January 1, 2018, after completing ninety (90) days of continuous service, employees will be eligible to purchase an Accidental Death & Dismemberment ("AD&D") insurance plan at group rates.

**Section H Disability Plans.** Effective January 1, 2018, bargaining unit employees will be eligible for the following disability benefits:

1. **Short-Term Disability.** After completing ninety (90) days of continuous service, employees will be eligible for a Company-paid short-term disability ("STD") plan. The STD benefit will be equal to fifty-five percent (55%) of the employee's base weekly wage calculated in accordance with the terms of the STD insurance plan documents (no maximum benefit).

2. **Long-Term Disability.** After completing ninety (90) days of continuous service, employees will be eligible to purchase long-term disability ("LTD") benefits at group rates.

**Section I Other Benefits.** Effective January 1, 2018, after completion of ninety (90) days of continuous service, employees will be eligible to participate in other benefits provided by the Company including, but not limited to, a legal plan with identity theft protection, discounted automotive and homeowners insurance and pet insurance. Employees will be required to pay the usual and customary premiums paid for any such benefits (based upon the plan and coverage tier selected by the employee). These benefits will be administered in accordance with terms of the applicable insurance plan documents.

**Section J Cost Containment Measures.** During the term of this Agreement, the plan administrator will have the right to modify the terms and conditions of its group benefit plans, including but not limited to the Medical Plan, Dental Plan, Vision Plan, Life Insurance, AD&D Plan, STD, LTD and other benefits, in accordance with applicable plan documents and/or insurance policies. Such changes may include, but are not limited to, employee premium obligations, co-payments, covered services, providers or networks, third party administrators or insurers, preferred provider options and other plan design modifications.

**Section K Plan Documents Govern.** The extent of coverage under all benefit programs, including but not limited to the Medical Plan, Dental Plan, Vision Plan,

Life Insurance, AD&D Plan, STD, LTD, and other benefit plans referred to in this Agreement, will be governed by the terms and conditions set forth in applicable insurance policies and/or plan documents, and such benefit programs may be modified or amended by the plan sponsor from time to time in accordance with the terms of the applicable plan documents. Any questions or disputes concerning any benefit programs will be resolved in accordance with the terms and conditions set forth in the applicable insurance policies or plan documents.

**Section L Claims For Unpaid Benefits.** The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated will not result in any liability to the Company, nor shall such failure be considered a breach by the Company of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Company, bargaining unit employees or beneficiaries of bargaining unit employees.

**Section M Discontinuation.** In the event that any of the benefit programs provided to bargaining unit employees under this Agreement are discontinued during the term of this Agreement, the Company will provide the Union with advance notice and negotiate regarding the benefits provided to bargaining unit employees.

**196. Section D. Retirement Life Insurance.**

Seven thousand dollars (\$7,000) group term life insurance payable in the event of death of retiree, for employees who retire before January 1, 2018.

**ARTICLE 13  
SUCCESSORS CLAUSE**

197. It is the intent of the parties that this Agreement shall remain in effect for the full term thereof, and shall be binding upon the Company herein or its successors and assigns, regardless of any change of any kind in management, ownership or location, provided the change in location is within the jurisdiction of UFCW Local 431. Furthermore it is the intent of the parties that no provision of the Agreement shall be nullified or affected in any manner as a result of the consolidation, sale or transfer of the business or of the facility covered by this Agreement. The Employer will give written notice of the existence of this Agreement to any purchaser, transferee, lessee or assignee of the enterprise covered by this Agreement, and will provide the Union with a copy of said notice. The Company will also give written notice to the Union of its intention to sell, transfer, lease or assign the enterprise covered by this Agreement at least seventy-two (72) hours in advance to the effective date of the intended action.

**ARTICLE 14  
UNION ACCESS TO PLANT**

198. Designated Union official(s) shall have access to the warehouse at any time during working hours for the purpose of conferring with Company management, its representatives, or plant representative; or to observe working conditions; or to confer with employees during lunch or rest periods in the break or lunchroom. In addition, such official(s) may meet with steward(s) during working hours to discuss Union business. If stewards must leave their job for said meeting, the official will request such leave from a human resources representative, warehouse manager, or supervisor. Such request will not be unreasonably denied. The Union will make effort to confer with shop stewards during non-working hours. Union official(s) must follow the Company's visitor's protocol and agree to follow safety and GMP procedures.

**ARTICLE 15  
TERMINATION DATE**

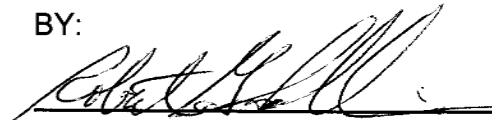
199. This Agreement shall remain in effect until 12:01 a.m. March 1, 2022 and shall continue in force thereafter from year to year unless either party shall have given sixty (60) days written notice to the other of its desire that the same terminate on the March 1 succeeding such written notice.

200. [Economics - The parties will implement such changes to wages, insurance, retirement, paid days off, term of agreement, or other economic terms as are agreed to between the Union and the KraftHeinz factory. To the extent that benefits are changed, the Company will implement substantially the same changes, but the Parties agree to work cooperatively with respect to any issues associated with administrative differences, or the use of different providers, between the Company and KraftHeinz.]

**MUSCATINE LOGISTICS LLC**

Signed and Dated 8/6/18

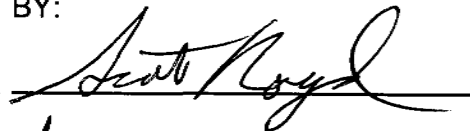

BY:

  
\_\_\_\_\_  
\_\_\_\_\_

**UNITED FOOD and COMMERCIAL  
WORKERS LOCAL 431**

Signed and Dated 8/9/18

BY:

  
*for Faison*  
\_\_\_\_\_  


Robert Joseph  
Robert ~~Harwood~~  
D J Castle

## APPENDIX A

### RULES GOVERNING JOB CLASSIFICATION

201. A. If the Union believes that an existing job has changed to an extent sufficient to warrant an adjustment in job grade or that a new job has been created even though the Company has not submitted to it in the job description and job grade it shall notify the Company in writing of the substance of its contention as to such alleged new or changed job.
202. B. Job descriptions are to be sufficiently accurate to reveal those features of the job that determine its classification.
203. C. Jobs of lead personnel will be graded and assigned as follows:
204. 1. Lead worker is one who:
- 205. A. Instructs.
  - 206. B. Sees that the direction of the supervisor are carried out.
  - 207. C. Coordinates the activities of the department.
  - 208. D. Checks work.
  - 209. E. Reports necessary information to appropriate people.
  - 210. F. Performs manual duties as necessary within assigned departments.
211. 2. Employees appointed lead workers by Management will be paid grade 13.
212. 3. For the purpose of overtime, lead workers will assume their position on the seniority list. In the event of layoffs, leads will be laid off by seniority, except that if this would result in undue burden to operations, the Parties agree to discuss and resolve the issue.
213. D. In the event the Company decides to eliminate or combine any jobs, the Union will be notified prior to any changes taking effect, to the greatest extent possible.

**APPENDIX B**

**WAGES**

214. The job grade rates shall be as follows:

<b>Grade</b>	<b>Effective Date</b>	<b>3/1/2018</b>	<b>3/1/2019</b>	<b>3/1/2020</b>	<b>3/1/2021</b>
4	\$21.24	\$21.98	\$22.69	\$23.41	\$24.03
9	\$22.61	\$23.39	\$24.13	\$24.90	\$25.54
10	\$22.91	\$23.69	\$24.45	\$25.22	\$25.87
13	\$23.96	\$24.78	\$25.56	\$26.36	\$27.04

215. New Hire Wage Progression:

	<b>Effective Date</b>	<b>1/1/2018</b>	<b>3/1/2019</b>	<b>3/1/2020</b>	<b>3/1/2021</b>
Start Rate	\$12.81	\$14.28	\$14.77	\$15.28	\$15.73
After 6 Months	\$13.29	\$15.71	\$16.24	\$16.79	\$17.27
After 12 Months	\$13.99	\$17.28	\$17.85	\$18.44	\$18.96
After 18 Months	\$14.32	\$19.01	\$19.63	\$20.27	\$20.82
After 24 Months	\$14.90	Rate of job performed			
After 30 Months*	\$16.65				
After 36 Months					

For those employees who are currently in a wage progression on December 31, 2017, the following rules will apply:

- a. For those employees in a wage progression who have more than twenty (24) months of service, effective December 31, 2017, their wage rate will be increased to the rate of the job they are currently performing.
- b. For those employees with less than twenty four (24) months of service, effective December 31, 2017, their wage rate will be increased to the step rate that corresponds to their months of service. Further, such

employees will continue to advance in the twenty-four (24) month wage progression based upon their attainment of additional months of service.

216. General increases will apply to the rates specified above, but job grade rates of pay do not apply until regular status is achieved, unless regular status is granted sooner as specified below.
217. Should the Company determine that in order to attract and/or retain employees hired after 9/01/04 it is necessary to increase the starting rate or any of the rates in the schedule above, and/or to move such employees through the schedule above sooner than specified, and/or to grant health care and/or other benefits in advance of the periods specified above, the Company will meet and discuss its intentions with the Union prior to implementation. In making any such increase or advancement for any employees within the group hired after 9/01/04, the Company will ensure that senior employees within said group will not be paid less than employees hired after them, nor will they remain ineligible for benefits if employees hired after them are made eligible for benefits.
218. Employees whose age or physical condition prevents them from performing regular production or maintenance work may be assigned rates less than the minimum rates. Such rates in each individual case are to be agreed upon by the Company, the employee and the Union, and the exception is to be used only to provide essential employment for persons who are unable to carry on regular activity.
219. Changes in rates of pay brought about because of fifty (50) days worked shall take effect upon the first day of the following pay period.
220. An employee who is injured while on duty and who is disabled and unable to report to work on the next working day shall receive a payment equivalent to Workers' Compensation for that and each succeeding day during which he is disabled up to and including the seventh day absent at which time he shall be paid the regular Workers Compensation Benefits. Such employee shall not receive any additional compensation for the first week of injury which may be provided for in the applicable State Workers' Compensation Law regardless of the length of his absence for the same injury. Such employee will, upon return to work, maintain his regular hourly rate of pay for a period not to exceed one (1) week.

## APPENDIX C

### RULES, REGULATIONS AND PENALTIES

221. The Company and the Union recognize the need to establish reasonable rules and regulations for the safe, sanitary and efficient conduct of the Company's business and the reasonable penalties for the violation of such rules.
222. If an employee is subject to discipline as defined below, he shall be given the opportunity to clear the record. A clear record for a particular offense for a period of one (1) year shall result in the last offense being removed from the employee's record and the previous step of the disciplinary system moved up to that date and the process continued until the record is cleared. The employees shall have the right to request the presence of a Union steward at any and all conferences which may result in disciplinary action. Such request for a steward at this conference will not be denied.
223. The penalties of suspension defined in these Rules and Regulations shall be issued as "lost time" suspensions, which shall actually be served. Some of the reasons for which the Company may issue suspensions include, but are not limited to: Gross Insubordination, Safety, Drinking on the job, Intoxication (any mind altering substance), Threats, Workplace Violence and Harassment of any kind.
224. An employee subject to discharge will be removed from the plant pending further investigation. An employee who is unfit for work regardless of cause shall be sent home. That day will be considered a day of absence and any other applicable rule shall also be applied.
- 225. Drinking and Intoxication**  
Any employee who consumes or possess any alcoholic beverage or illegal drug on Company premises will be discharged for the first offense. Any employee who reports to work showing evidence of drinking to excess or being under the influence of drugs will be suspended for five days on the first offense and terminated for any subsequent offense.
226. Any employee who consumes or possesses "look-alike" drugs which appear similar to various narcotics, amphetamines, hypnotics, etc. on company premises will be subject to discipline action up to and including discharge.
- 227. Tobacco**  
Smoking or other use of tobacco products will be permitted in designated areas and at designated times only. Any employee disobeying this rule will be warned in writing for the first offense, suspended for one (1) week for the second offense and discharged for the third offense. Smoking is permitted in the employee parking lot, smoke hut outside the shipping door and smoke hut outside the KraftHeinz cafeteria.



**228. Starting/Quitting**

All employees must be at their work station in the appropriate department promptly at the start of the shift, and be at their work station until released. Any employee violating this rule will be orally warned for the first and second offense, warned in writing for the third offense, suspended for one (1) week for the fourth offense and discharged for the fifth offense.

229. All employees are expected to return promptly to their work station following lunch (on premises). Failure to do so will result in an oral warning for the first offense, written warning and punching in and out for lunch for three (3) months for the second offense, five (5) day suspension for the third offense and discharge for the fourth offense.

**230. Leaving Premises**

No employee is permitted to leave the plant premises during normal working hours, excluding unpaid lunch periods, without the permission of the supervisor, and will be suspended for three (3) days for the first offense, suspended for one (1) week for the second offense and discharged for the third offense. Employees may not go to parking lot on necessary reliefs.

231. All employees leaving the premises during unpaid lunch periods must punch out. Any employee violating this rule will be warned in writing for the first offense, suspended for five (5) days for the second offense and discharged for the third offense. Failure to return promptly after lunch will result in written warning for the first offense, five (5) days suspension for the second offense and discharge for the third offense. However, an employee who returns to work one (1) hour or more late or fails to return at all will be suspended for five (5) days for the first offense and discharged for the second offense.

**232. Necessary Relief**

Employees are not permitted to leave their work station during regularly scheduled working hours except for necessary relief with the permission of their supervisor or lead person. Any employee violating this rule will be warned in writing for the first offense, suspended for one (1) week for the second offense and discharged for the third offense.

233. It was agreed that gross abuse of necessary relief or extension of breaks (a break is 15 minutes, the unpaid lunch is 30 minutes, and "gross abuse" is taking 30 minutes or longer for a break or 60 minutes or longer for lunch) shall result in suspension or discharge at the option of the Company, depending upon the circumstances of the particular case.

**234. Personal Protective Equipment**

All employees must have the following personal equipment upon entering the warehouse:

- 235. 1. Bump Cap.
  - 236. 2. Approved safety glasses with side shields (must have Z87 on the side bow).
  - 237. 3. Steel toed shoes. Canvas footwear, sandals, and open toe shoes are not permitted.
  - 238. 4. Hearing Protection (strings must be left on earplugs).
239. All employees must wear hats and/or hairnets and facial hair coverings while on the job, and will be orally warned for the first offense, warned in writing for the second offense, suspended for three (3) days for the third offense and discharges for the fourth offense.

**240. Dress Code**

Wear attire that is clean, safe and in good repair. Wear clothes that are not sexually provocative and that do not draw undue attention or create a distraction such as low rider pants that show undergarments or skin. Wear clothing that will not be offensive to other employees. For example, wearing a shirt with foul or offense language.

**241. Clothing – Shirts**

**Appropriate** – casual shirts, dress shirts, sweaters, golf-type shirts, t-shirts, sweatshirts, athletic tops with sleeves and turtlenecks. Shirts must have a minimum sleeve length of 3 inches.

242. **Inappropriate** – shirts with embellishments such as rhinestones, grommets, or any other jeweled embellishments that may pose a safety risk if they fall off. Tank tops; muscles shirts; midriff baring tops; halter tops; tops with bare shoulders; shirts with potentially offensive words or pictures.

**243. Clothing – Pants**

**Appropriate** – slacks or pants such as khakis or chinos or other cotton or synthetic material; wool pants; jeans; flannels pants; bib overalls; and athletic pants are acceptable. Pants and shorts must have hems.

244. **Inappropriate** – loose sweatpants; short shorts (distance from the bottom of the shorts to the top of the knee 4 inches or less), leggings, and any spandex or other form-fitting pants as worn for biking. No underwear or skin showing. Pants with embellishments, such as rhinestones which pose a food safety risk if they fall off.

**245. Jewelry**

Due to the potential for product contamination by personal decorative jewelry, the following rule will apply to personnel working occasionally or permanently around exposed food:

246. Earrings - All earrings are prohibited.

247. Watches - All watches are prohibited.

248. Rings - Loose fitting rings and "Decorative" rings are prohibited. Tightly fitting plain rings are permitted providing there is no potential safety hazard to the employee.

249. Bracelets - Medic Alert necklaces with tight clasps are permitted. All other types are prohibited.

250. Necklaces - Medic Alert necklaces and religious medallions are permitted if kept inside clothing. All other types are prohibited.

251. Tie Tacks or Clasps - Tie tacks and/or clasps should not be worn in food area. A loose tie constitutes a significant safety hazard and supervisors or visitors wearing ties are advised to remove them, tuck them securely into shirts or wear the clip-on style.

252. Buttons, Badges, Pins, Etc.- All buttons, badges, pins, etc. on clothing are prohibited. Hairpins and bobby pins are permitted if completely covered by hairnets.

253. Fingernails - All fake fingernails and fingernail polish are prohibited.

254. Employees will be warned orally for the first offense, in writing for the second offense, suspended for three (3) days for the third offense and discharged for the fourth offense.

**255. Footwear**

No employee may wear sneakers, sandals, or similar-type open toe footwear while working. Warehouse employees must wear steel toe footwear. Any employee violating this rule will not be permitted to begin work and will be given a verbal warning for the first offense, warned in writing for the second offense, suspended for three (3) days for the third offense and discharged for the fourth offense.

**256. New Hire Training**

New employees will be trained in all five aspects of the job up to the first fifty (50) days of employment. Additional time may be granted by mutual agreement between the Company and the Union, chief steward, representative or Local 431 office.

**257. Timecards**

Each employee will receive a magnetic picture ID badge when hired. Each employee must swipe their own time card only. This includes access into the building. No employee shall allow another employee, visitor, etc. into the building without prior authorization from Management. Failure to follow this policy will result in both employees being subject to immediate discharge.

258. If an employee has forgotten their magnetic ID card, they must report to the Guard House to obtain a temporary card to get access into the building. He / She must also report to Human Resources so that their arrival time can be documented.

259. Lost/Damaged magnetic ID badge: The Company will replace any magnetic ID badges that are worn out because of normal use at no cost to the employee. There is a fee of \$10 for all lost badges.

260. Any time card falsification will result in immediate discharge.

**261. Food and Beverage**

All food and/or beverages must be stored and consumed in designated areas and at designated times only. Any employee violating this rule will be orally warned for the first and second offenses, warned in writing for the third offense, suspended for three days for the fourth offense and discharged for the fifth offense.

**262. Cleanliness – Sanitation**

Any employee who willfully violates any known or posted rule as to cleanliness or sanitation will be discharged for the first offense. Non-willful violation is subject to the penalties described by "Careless or Inefficient Work."

**263. Sabotage**

Sabotage is the malicious waste, damage or destruction of the property of another, and will be penalized by discharge for the first offense.

**264. Diseases**

Any form of social disease constitutes a serious menace in the preparation and production of food products. Any employee suspected of having such a disease will be required to submit to a physical examination and, if found to have an infection of that nature, will be immediately suspended. No employee will knowingly be permitted to work in the factory who is afflicted with any other contagious disease.

**265. Falsification**

Any employee who willfully falsifies documentation or presents documentation falsified on his behalf will be disciplined up to and including immediate discharge.

**266. Theft and Pilferage**

Theft and pilferage from other employees or from the Company, including money, time, finished materials or materials in process, or other resources with the intent of using them in the plant or removing them from the plant, may be penalized by suspension or discharge at the discretion of the Company.

**267. Opening Finished Products**

Opening finished products or unauthorized consumption of goods in process may be penalized by layoff of one (1) week for the first offense and discharge for any second offense.

**268. Sleeping While on Duty**

An employee found or proven to have been sleeping while on duty will be disciplined as follows:

269. Deliberate Sleeping – First Offense - Discharge

270. Other Sleeping – First Offense - Written Warning  
2<sup>nd</sup> Offense - 5-day Suspension  
3<sup>rd</sup> Offense - Discharge

271. Deliberate sleeping includes those employees found asleep outside of their work areas or in their automobile, and locker rooms not associated with a break. Deliberate sleeping does not include those employees who fall asleep in the cafeteria or locker room during lunch or breaks, or those employees who punch out for lunch to go to their automobiles across the street.

**272. Fighting**

Fighting in the plant is positively forbidden. Should a fight occur among employees on plant property, all employees engaging in the fight will be discharged, unless any such employees can clearly prove that he was acting entirely in self defense.

**273. Safety Rules**

Willful disregard or violation of established safety rules will be penalized by suspension or discharge depending upon the gravity of the offense.

**274. Absenteeism**

See Attendance Program.

**275. Careless or Inefficient Work**

All employees are expected to perform their work assignments in a good workmanlike fashion. Any employee who is careless and/or inefficient will be orally warned for the first offense, warned in writing for the second offense, suspended for one (1) week for the third offense and discharged for the fourth offense. However, employee whose actions result in severe damage to Company property (in excess of \$2,500) may be placed at the third-offense level at the discretion of the Company.

**276. Accidents**

All employees must report accidents, regardless of nature, to their supervisor and/or Medical Department immediately. Failure to report known accidents will result in suspension for one (1) week for first offense and discharged for second offense. An accident is any incident that results in any noticeable damage to property, equipment or product, or causes any injury to personnel (including to oneself).

**277. Insubordination**

Gross insubordination is the direct refusal of an employee to carry out the lawful order of a supervisor or lead worker and will be penalized by disciplinary layoff or discharge at the discretion of the Company. Insubordination and insolence will not be tolerated and will be penalized by a warning in writing for the first offense suspension for one (1) week for the second offense and discharge for the third offense.

**278. Miscellaneous**

Boisterous, disrespectful or improper language or conduct; posting improper notices; writing on or otherwise defacing walls, etc. will not be tolerate and will be penalized in proportion to gravity of each particular offense or combination of offenses set forth in these rules. Other rules and regulations which are in effect or placed in effect at a later date shall be posted in the factory prior to enforcement per the Collective Bargaining Agreement.

**279. No Calls & Late Call-Offs:**

An employee must call before their scheduled start time. Failure to do so will result in an oral warning for the first offense, a written warning for the second offense, a final warning for the third offense and discharge for the fourth offense.

**Phone number to contact management: 563-262-2250**

## APPENDIX D

### Identified Past Practices:

1. Shifts 2-3-1
2. 15 minute relief breaks to be provided on overtime.
3. Must have reported for work before going home.
4. Part-time leads will not be forced to weekend overtime (as a lead) if they have not worked as a lead during the week
5. No trading of scheduled shifts - violation of seniority rights.

### ATTENDANCE PROGRAM

1. All employees' attendance records shall be accurately kept in the Human Resource Department. *The Union shall receive a copy of all discipline issued to employees.*
2. Absentee records will be reviewed by department heads and/or the Human Resource manager, and when it is obvious that an attendance problem exists, the employee shall be called in for counseling by the department head involved and/or Human Resource manager. The Company reserves the privilege to review individual attendance at its discretion.
3. A day of absence is reporting to work more than 4 hours late after scheduled reporting time or failing to work on a scheduled work day, subject to MP 51.
4. The following days of absence shall not count toward the accrual of absences on the employee's attendance record.
  - A. Death in the family as defined in the current labor agreement.
  - B. Days served on jury duty.
  - C. Illnesses covered by Worker's Compensation benefits.
  - D. Military duty, and monthly inactive duty training (weekend drill) military duty must be documented with orders or correspondence from the Commanding Officer.
  - E. Authorized Union business as defined in the labor agreement or as agreed to between the Company and the Union.
  - F. Absences with permission from the employee's immediate supervisor and/or Human Resource Department.
  - G. An employee who goes home sick twice with or without permission (on own volition) in a rolling 12-month period will have such future days counted as an absence, unless they present a doctor's note acceptable to the Company.

Situation	Qualifier	Occurrence charge	
Call off		1	
No call / No Show (1st offense)		1	
No call / No Show (each subsequent)		2	
Medical (non A&S approved) With Dr. Excuse	Day 1	1	Cumulative charge = 1
	Day 2		
	Day 3	1	Cumulative charge = 2
Continuous	Day 4		
	Day 5 +	1	Cumulative charge = 3
Approved A & S claim		1	1 charge per claim
Perfect Attendance Bonus	Every 3 months of perfect attendance earns ½ bonus day to offset occurrence, pay, or day off.	Can earn 2 bonus days per year with perfect attendance.	
Banking Bonus days	Up to 4 bonus days can be banked		
Bonus Day Use	24 hours' notice (prior to scheduled shift start time) is required for the use of bonus days.	If less the 24 hours' notice is given, the bonus day will be paid but will count as an occurrence unless excused by management.	
<b># of Occurrences</b>	<b>Corrective Action</b>		
1 through 3	No action		
4	1st written warning		
5	2nd written warning		
6	Final written warning		
7	3-day Paper Suspension		
8	Discharge		

#### EXPLANATION OF CHART:

1. CALL OFFS – An employee must call within 30 minutes before scheduled start time. Charged 1 occurrence for each call-off.
2. NO CALL/NO SHOW – An employee who fails to call before scheduled start time or doesn't call at all. Charged 1 occurrence for the first no call and charged 2 occurrences for each subsequent no call.
3. MEDICAL WITH DR'S EXCUSE – Approved doctor's excuse must be submitted to Human Resources upon return to work. Such absences do not qualify for Accident & Sickness leave (A&S).



A cumulative absence of 1-2 days = 1 occurrence.  
A cumulative absence of 3-4 days = 2 occurrences.  
A cumulative absence lasting 5 or more days = 3 occurrences.

4. A&S – A medical absence which qualifies for A/S will count as 1 occurrence for each claim, regardless of the duration of the claim. If a “Medical with doctor’s excuse” later qualifies for A&S, the A&S occurrence structure applies.
5. PERFECT ATTENDANCE BONUS – For every full three months of perfect attendance, the employee will earn ½ bonus day. The bonus day can be used to offset one occurrence, or cashed in for 8 hours of straight-time pay, or taken as a personal day. The bonus days can only be used in whole increments.
6. BANKING BONUS DAYS – Up to four bonus days can be banked to offset future occurrences in a rolling 12-month calendar
7. BONUS DAY USE - 24 hours’ notice (prior to the scheduled shift start time) is required for use of bonus days in all circumstances. Where less than 24 hours’ notice is given, the bonus day will be paid but will count as an occurrence for purposes of the Attendance Policy unless excused at management’s discretion.
8. ROLLING CALENDAR – Past occurrences drop off after a rolling 12 months. For example, an occurrence from March 15, 2002 will fall off March 14, 2003.
9. IMPLEMENTATION – Program will become effective August 23, 2012. Current employees will start with zero occurrences.

#### **TARDINESS CONTROL PROGRAM**

1. Employees shall be tardy if they are not at their work station at their scheduled time.
2. Excessive tardiness shall warrant the following disciplinary actions:
  - A. 4<sup>th</sup> Offense - Verbal Warning
  - B. 6<sup>th</sup> Offense - Written Warning
  - C. 7<sup>th</sup> Offense – Final Written Warning
  - D. 8<sup>th</sup> Offense - Discharge
3. The Union shall receive a copy of all written warnings to employees.
4. IMPLEMENTATION – Program will become effective August 23, 2012. Current employees will start with zero occurrences.

## **APPENDIX E** **PRODUCTIVITY STANDARDS**

During the course of negotiations for the 2012 Labor Agreement, there was considerable discussion between the Company and the Union regarding productivity standards. The parties developed an initial action plan to improve the daily operations and solve some common issues arising in the Muscatine warehouse.

In an effort to meet the ongoing needs of the Company and the Union, a Productivity Standards Committee shall be formed ("Committee"). The Committee shall consist of five (5) representatives from the Union and five (5) representatives from the Company. The Committee may not be dissolved through the life of the contract. Each party shall select their own representatives for the Committee.

The Committee shall meet at least every three (3) months to review, recommend, and implement the action plan, as well as suggest practices to improve performance, execution, and equity in the Muscatine warehouse, in good faith.

Productivity standards shall be set by mutual agreement of the Committee upon the completion of time studies by industrial engineers to be chosen by the Union and the Company. In addition, prior to implementation, all productivity standards must be approved by a majority vote (no less than 50% plus one) of the Committee. The Union, the Company, and the Committee shall ensure that all standards are safe, just, and fair. Consequently, if significant changes in work tasks occur, the Committee shall take necessary measures to ensure that the standards continue to be safe, just, and fair.

1. Standards: To be set by industrial engineers chosen by both the Union and the Company and the Committee
2. Frequency of Reporting: Every four (4) working weeks
3. Coaching: We will continue to post results weekly to enable individuals to track their contributions / results. On a weekly basis, Supervisors will meet with individuals who are not meeting the agreed standards to review and discuss results and potential corrective actions. They will also have informal discussions with those employees meeting or exceeding the agreed standards to discuss their results.
4. Expectation/Threshold Levels: Employees are expected to perform at 90% of the Productivity Standards; employee's falling below this threshold will be subject to disciplinary action outlined below.
5. Discipline Process for Productivity Standards –
  - a. First Offense and Second Offense – Verbal warning
  - b. Third Offense – Written warning
  - c. Fourth Offense – Five (5) day paper suspension
  - d. Fifth Offense – Discharge
6. Time Frame: Twelve-month Rolling Window
7. Twelve (12) consecutive weeks at 100% efficiency will remove one discipline from the employee's record.

Muscatine Logistics LLC  
And  
UFCW District Local 431

**APPENDIX F**  
**SUPPLEMENTAL AGREEMENT ON ALTERNATIVE WORK SCHEDULES**

This SUPPLEMENTAL AGREEMENT ON ALTERNATE WORK SCHEDULES (“Supplemental Agreement”) is made and entered into on March 1, 2017 by and between Muscatine Logistics LLC, Muscatine, Iowa warehouse facility (the “Company”), and District Union Local No. 431, of the United Food and Commercial Workers (the “Union”).

**I. Overview.**

A. The following guidelines were jointly developed by the Union and Company (collectively, the “Parties”) for implementation of alternative work schedules (seven (7) day work week) at the Muscatine, Iowa manufacturing facility (the “Muscatine Warehouse”).

B. A joint labor-management committee (“Committee”) will be established to implement this Supplemental Agreement.

C. This Supplemental Agreement will be implemented no sooner than sixty (60) days after the ratification date of the new collective bargaining agreement (“CBA”).

**II. Overall Philosophy.**

A. Alternative work schedules must provide for continuous twenty-four (24) hour operation of the Muscatine Plant over fifty-two (52) weeks.

B. Alternative work schedules must emphasize fairness for all employees.

C. Alternative work schedule must protect seniority rights.

D. Alternative work schedules must maximize the opportunity for asset utilization while enabling and supporting preventative maintenance, repair, and new equipment installation.

E. Alternative work schedules must provide needed flexibility to run both seven (7) day and five (5) day schedules, based on demand, with the intention of employees remaining on one or the other schedule once established.

F. Alternative work schedules must support the team environment and initiatives, meetings, and training.

G. Alternative work schedules must enable the achievement of KPI goals.

H. Alternative work schedules must not adversely impact safety, quality, productivity, waste, sanitation, etc.

I. Alternative work schedules must not contribute to any loss of employment.

### **III. Process.**

A. Four work crews shall be established designated by shift:  
A, B, C and D crews, as illustrated below.

B. Employees shall be offered assignments to these shifts in accordance with seniority and ability.

1. An employee selecting such assignment will be assigned to the highest graded job to which they are entitled on the shift selected.

2. After employees are placed on their selected job and shift, employees will be permitted to exercise bumping rights to transfer from a job working an alternative work schedule to a job working an eight (8) hour shift schedule once during the six (6) month period after implementation of the alternative work schedule based upon their seniority and ability. Conversely, employees who select a job working an eight (8) hour shift schedule will be permitted to exercise bumping rights transfer to a job working an alternative work schedule once during the six (6) month period after implementation based upon their seniority and ability.

a) Employees who wish to exercise bumping rights must notify the Company during the first week after completing three (3) months in the job or during the last week prior to completion of six (6) months in the job.

b) Employees exercising these transfer rights will only be permitted to bump the least senior employee in a job for which they are qualified without additional training.

c) The Company will transfer employees who exercise such bumping rights as soon as practicable.

C. Employees may use the process in Article VI, Section J of the CBA (MP 104) to bid on promotions and transfer opportunities.

D. Employees on alternative work schedules may exercise shift preferences as provided in Article VI, Section I of the CBA (MP 103).

**IV. Schedule Features.**

A. Operations on the alternative work schedule will work twelve (12) hour and six (6) hour shifts, as follows:

Crew	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
A Crew	6am to 6pm	6am to 6pm	6am to 6pm	6am to Noon			
B Crew	6 pm to 6 am	6 pm to 6 am	6 pm to 6 am	6pm to Midnight			
C Crew				Noon to 6pm	6am to 6pm	6am to 6pm	6am to 6pm
D Crew				Midnight to 6am	6 pm to 6 am	6 pm to 6 am	6 pm to 6 am

B. Shifts will be fixed (no rotating day/night schedule).

**V. Schedule Principles.**

A. Employees on alternate work schedules will have no fewer hours of holiday and vacation entitlement than under current schedules/provisions.

B. A schedule calendar will be developed annually for the entire year reflecting scheduled workdays, scheduled off days, holidays, etc., and provided to those employees affected by the alternate work schedule.

C. Employees whose jobs are on alternative work schedules will not be required to work on a straight time or overtime basis on jobs that are on five (5) day (8-hour) shifts. Conversely, employees whose jobs are on five (5) day (8-hour) shifts will not be required to work on a straight time or overtime basis on jobs that are on alternative work schedule.

D. Employees whose jobs are on alternative work schedules will be permitted to volunteer to work on jobs that are on five (5) day (8-hour) shifts on a straight time or overtime basis. Conversely, Employees whose jobs are on five (5) day (8-hour) shifts will be permitted to volunteer to work on jobs that are on alternative work schedules on a straight time or overtime basis.

**VI. Meal and Break Periods.**

A. Employees will receive three (3) paid breaks of fifteen (15) minutes in length in a 12-hour shift. The Company will make reasonable efforts to distribute breaks throughout the shift. The first break will be after completion of three (3) hours of work. The second and third breaks will be after the unpaid 30-minute meal period. Employees on a 6-hour shift will receive one paid fifteen (15) minute break after two (2) hours of work, and will take their unpaid 30-minute meal period after four (4) hours of work.

**VII. Shift Premium.**

Employees who work on a night shift (Crews B and D) will be paid a shift premium of forty cents (\$.40) for all hours worked.

**VIII. Overtime.**

A. In order to maintain continuous operations, employees assigned to work alternative work schedules may be required to work overtime as needed. Except for holidays that fall on unscheduled days (as outlined in Section XII(E) below), all time for which an employee is compensated by the Company (other than short-term disability or long-term disability) will be considered as hours worked for purposes of overtime eligibility.

B. Overtime assignments will first be filled by requesting volunteers. A list of volunteers who desire to work overtime on their unscheduled workdays will be maintained in the applicable department.

1. Employees assigned to A and C Crews may only accept overtime assignments on A or C (day) shift. Employees assigned to B and D Crews may only accept overtime assignments on B and D (night) shift.

2. Accommodations for volunteers who are willing to work only six (6) hours of a twelve (12) hour shift may be made, if possible. Once such a commitment is made, the employee shall not be required to work a longer period.

3. If there are insufficient volunteers to staff any operation or department, the Company will have the right to require employees to work overtime. Overtime assignments will be filled on an inverse seniority basis.

C. Employees may be required to work unscheduled overtime for up to two (2) hours beyond their regular shift.

D. Employees will be paid one and one-half times (1.5X) their regular hourly wage rate under the following circumstances:

1. After forty (40) hours worked in any work week.

2. Any time worked on a recognized Holiday.

E. Employees will be paid two times (2X) their regular hourly wage rate under the following circumstances:

1. If the employee works six (6) days in any work week, all hours on the sixth (6<sup>th</sup>) day will be paid at double time.

2. If an employee works seven (7) consecutive days, all hours on the seventh (7<sup>th</sup>) consecutive work day will be paid at double time.

F. For employees on alternative work schedules, Saturday and Sunday are considered as regular workdays. Accordingly, the weekend premiums set forth in Article II, Section J of the CBA will not apply to employees on alternative work schedules.

**IX. Vacations.**

A. The Vacation provisions set forth in Article IV, Section B of the CBA are amended to provide that vacation eligibility will be converted to hours for employees assigned to alternative work schedules:

<b>YEARS OF SERVICE</b>	<b>HOURS OF VACATION</b>
1 but less than 3	40 Hours
3 but less than 7	80 Hours
7 but less than 15	120 Hours
15 but less than 23	160 Hours
23 but less than 32	200 Hours
32 or more	240 Hours

B. Vacation will be paid at 11.5 hours for scheduled 12-hour shifts and 5.5 hours for scheduled 6-hour shifts.

C. Vacation scheduling for employees on alternative work schedules will be administered in accordance with Article VII Section A of the CBA.

**X. Personal Days.**

A. Employees assigned to alternative works schedules who are eligible for Personal Days under Article III, Section A of the CBA will be eligible for thirty-six (36) hours of personal time off (PTO).

**XI. Holidays.**

A. Employees assigned to alternative work schedules will be eligible for eleven (11) paid Holidays in accordance with Article II, Section S of the CBA.

B. Employees will be paid 11.5 hours when a Holiday falls on a day scheduled for twelve (12) hours, 5.5 hours when a Holiday falls on a day scheduled for six (6) hours, and eight (8) hours at their regular straight-time hourly wage rate for recognized Holidays falling on non-scheduled days.

C. Employees who work on recognized Holidays will be paid one and one-half times (1.5X) their regular straight-time hourly wage rate in addition to their Holiday pay.

D. The provisions set forth in Article II, Section S pertaining to Holidays that fall on Saturdays and Sundays will not apply to employees on alternative work schedules.

E. If a recognized Holiday falls during the employee's scheduled workweek and the employee is not scheduled to work on the Holiday, then the Holiday will count as time worked for overtime purposes. If the recognized Holiday falls on an employee's scheduled day(s) off, the Holiday will not be considered as time worked for overtime purposes.

**XII. Bereavement Leave.**

A. Employees assigned to alternative work schedules will be eligible for up to twenty-four (24) hours of paid bereavement leave in the event of a death in his/her immediate family beginning on the day of the death to and including the day after the funeral.

B. Bereavement leave will be paid at the employee's regular straight-time wage rate.

C. Entitlement to paid bereavement leave will be subject to the terms and conditions set forth in Article V, Section B of the CBA.

**XIII. Jury Duty.**

A. Employees assigned to alternative work schedules who are required to serve time on jury duty that prevents them from working their regular



work schedule will be compensated for the difference between their jury pay and what they would have earned had they worked 11.5 hours or 5.5 hours, as applicable, at straight-time rates for the Company, less their earnings during hours in which they worked for the Company on such days (if any).

B. Employees assigned to work a night shift (B and D Crews) will not be required to report for work the night before jury duty, if that night would have been a regularly scheduled work day.

C. Employees assigned to day shifts (A and C Crews) will not be required to report for work on the day of jury duty if released from jury duty before 12:00 Noon that day.

**XIV. Restrictions and Accommodations.**

Employees with temporary and/or permanent work restrictions due to mental or physical disability will be accommodated in accordance with Article I, Section J of the CBA.

**XV. Maximum Work Hours.**

A. No employee will be required to work more than fourteen (14) consecutive hours.

B. No employee will be required to work more than five (5) consecutive days.

**XVI. Notices.**

A. Prior to implementation of an alternative work schedule in any operation or department, the Company will notify the Union at least thirty (30) days in advance. The Committee will meet to discuss the implementation process and resolve any issues.

B. In the event that the Company elects to discontinue use of the alternative work schedule in any operation or department, the Company will notify the Union at least thirty (30) days in advance.

**XVII. Conflicts.**

In the event of any conflict between this Supplemental Agreement and the provisions of the CBA, the terms of this Supplemental Agreement will apply.

**XVIII. Disputes.**

In the event of any dispute regarding the interpretation or application of this Supplemental Agreement, the Grievance Procedure set forth in Article X of the CBA will apply.

**APPENDIX G  
GROUP MEDICAL PLAN**

Effective January 1, 2018, bargaining unit employees who have completed ninety (90) days of continuous service will be eligible to participate in the medical benefit program ("Medical Plan").

Employees will be required to pay the usual and customary premiums paid for their group medical benefits (based upon the plan and coverage tier selected by the employee). During the term of the Agreement, the applicable premiums for each plan will be as follows:

<b>Plan Name</b>	<b>\$1,000 Ded. w/HRA</b>	<b>\$2,000 Ded. w/HSA Option</b>	<b>\$3,000 Ded. w/HSA Option</b>	<b>\$6,550 Ded. w/HSA Option</b>
EE Only	\$40	(\$15)	(\$64)	(\$108)
EE & Spouse	\$40	(\$76)	(\$178)	(\$271)
EE & Children	\$40	(\$65)	(\$157)	(\$241)
EE & Family	\$40	(\$137)	(\$292)	(\$434)

During the term of the Agreement, the following amounts of "seed" money will be deposited in Health Reimbursement Accounts (HRAs) and Health Savings Accounts (HSAs) for participating employees (based upon plan and coverage tier selected by the employee):

	<b>Standard OneExchange Plans</b>			
<b>Plan Name</b>	<b>\$1,000 Ded. w/HRA</b>	<b>\$2,000 Ded. w/HSA Option</b>	<b>\$3,000 Ded. w/HSA Option</b>	<b>\$6,550 Ded. w/HSA Option</b>
Automatic Annual Account Seed	Single: \$400	Single: \$400	Single: \$400	Single: \$400
	Family: \$800	Family: \$800	Family: \$800	Family: \$800
Maximum Wellness Opportunity	Single: \$500	Single: \$750	Single: \$750	Single: \$250
	Family: \$1,000	Family: \$1,500	Family: \$1,500	Family: \$500

- **Spousal surcharge:** \$125 per month if spouse has option of employer coverage and opts to enroll in the Company plan.
- **Tobacco use surcharge:** \$50 per person per month surcharge (employee and spouse/domestic partner). If employee or spouse/domestic partner completes the free tobacco cessation program, any surcharges paid for the calendar year will be refunded.