

AGREEMENT

Between

UNITED FOOD & COMMERCIAL WORKERS
UNION, LOCAL 655

And

MILLER HAM COMPANY

Effective

SEPTEMBER 20, 2016 24, 2019

THROUGH

SEPTEMBER 23, 2019 26, 2022

TABLE OF CONTENTS

AGREEMENT	3
ARTICLE 1 UNION AFFILIATION	3
ARTICLE 2 GRIEVANCE PROCEDURE	5
ARTICLE 3 WORKING HOURS, OVERTIME	6
ARTICLE 4 GUARANTEED TIME	7
ARTICLE 5 PAID HOLIDAYS.....	7
ARTICLE 6 VACATIONS	9
ARTICLE 7 VACATION POLICY FOR RETURNING VETERANS.....	11
ARTICLE 8 LEAVES OF ABSENCE	12
ARTICLE 9 SENIORITY.....	13
ARTICLE 10 SHOP CONDITIONS.....	16
ARTICLE 11 HEALTH AND WELFARE.....	20
ARTICLE 12 EMPLOYEES' RETIREMENT PLAN	22
ARTICLE 13 GENERAL PROVISION	26
ARTICLE 14 JOB CLASSIFICATIONS AND RATES	29
ARTICLE 15 TERM OF CONTRACT AND GENERAL WAGE INCREASE.....	30
MEMORANDUM OF AGREEMENT FOR PART-TIME UTILITY EMPLOYEE	31
MEMORANDUM OF AGREEMENT FOR TEMPORARY EMPLOYEES.....	32
HEALTH & WELFARE INTERPRETATION ADDENDUM	33

AGREEMENT

This Agreement made and entered into by and between MILLER HAM COMPANY (hereinafter designated as "Employer") and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 655, (hereinafter designated as "Union").

Object: The parties hereto desire to promote and improve industrial relations between Employer and employees. Now, therefore, in consideration of the mutual promises set forth, said parties agree each with the other as follows:

If the highest court having jurisdiction in the matter by its final decision interprets any applicable law of the United States or the States of Missouri or Illinois in a manner so as to bring any provision or section of this agreement in conflict with such law such conflicting provision or section of this agreement, and such provision or section alone, shall then be open for further negotiations between the parties hereto for the purpose of reconciling the conflicting provision or section with the said law as interpreted.

ARTICLE 1 UNION AFFILIATION

SECTION 1. UNION MEMBERSHIP

A. The Employer agrees that all employees in the Collective Bargaining Unit must become members of the Union as required in Sections 2, 3, 4, and 5 of this Article. The Collective Bargaining Unit shall include all production employees, all plant scalers and clerks, all hotel supply workers, and all clean-up personnel, dock workers, truck loading and receiving employees who have historically been members of Local 655 and all other employees who have historically been members of Local 655. The failure of any employee to maintain Union membership in good standing by the employee's failure to pay the periodic dues to the Union, as prescribed by the Union Constitution and By-Laws, and is suspended for non-payment of dues, shall upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such employee.

B. The Employer shall, for the term of this Agreement, deduct initiation fees, assessments, Union dues, credit union and political action from the weekly pay of employees who are members of the Union and who individually and voluntarily certify in writing all sums deducted in this manner to the Union before the **fifteenth (15th) tenth (10th)** day of the month for which the initiation fees and dues were collected.

The Union and the Employer agree that they will not discriminate against any applicant for employment because of Union activity or affiliation, or because of race, religion, color, creed, national origin, sex, sexual orientation, age, or disability in accordance with existing law. Such help must meet the required standards of the Employer. The Employer will notify the Union by letter the name of the employee hired and the

department in which he was placed, within seven (7) days of employment. When required by the Employer, all new employees must pass a physical examination at the Employer's expense.

SECTION 2. HIRING OF NEW EMPLOYEES

The Union and the Employer agree that they will not discriminate against any applicant for employment because of Union activity or affiliation, or because of race, religion, color, creed, national origin, sex, sexual orientation, age, or disability in accordance with existing law. Such help must meet the required standards of the Employer. The Employer will notify the Union by letter the name of the employee hired and the department in which he was placed, within seven (7) days of employment. When required by the Employer, all new employees must pass a physical examination at the Employer's expense.

SECTION 3. PROOF OF GENERAL COMPETENCY

Sixty (60) calendar days employment shall be accepted as proof of general competency. If the employee is laid off or sick prior to establishing his sixty (60) calendar days and is later recalled by the Employer, the employee must work the balance of this sixty (60) calendar days in order to establish his competency and seniority. After this period, a specific act or acts of incompetence must be given a dismissed employee upon demand by himself or Union representative. Violation of posted rules in the plant shall be cause for disciplinary action by the Employer. Prior to the expiration of the above sixty (60) days, if the employee is terminated, the employee may have recourse to the grievance but not to the arbitration procedure. If an employee is terminated within the last thirty (30) days of above period and has become a member of the Union pursuant to Section 4 herein, the Company will reimburse the affected employee the union initiation fee.

SECTION 4. WHEN NEW EMPLOYEES BECOME MEMBERS

When a new employee has worked for the Employer for thirty (30) calendar days, the employee must become a member of the Union. The failure or refusal of the employee to join the Union and pay the union initiation fee and dues, as prescribed by the Union Constitution and By-Laws, shall upon written notice to the Employer by the Union to such effect obligate the Employer to discharge such employee.

SECTION 5. MILITARY SERVICE

When an employee, who has established his thirty (30) calendar days of employment of accepted proof of general competency and establishes his seniority with the Employer, is drafted or enlists in Military Service, he shall upon his discharge from such service, and within ninety (90) days after such discharge, and if he so elects, be returned to the same of comparable position with the same Employer held before being called for Service, with full rights of seniority, provided there is no physical disqualification as

determined by medical examination, and provided that the employee has not re-enlisted.

ARTICLE 2 GRIEVANCE PROCEDURE

SECTION 1. The Employer agrees that the Union may designate Shop Stewards who will be recognized by the Employer. The Shop Stewards shall handle grievances or serve on grievance committee meetings with the Employer. There shall be no discrimination, interference, restraint, or coercion by the Employer or any of its agents against any of its employees who are members of the Union, or against any of its employees who are Shop Stewards, members of shop committees, or Union Representatives because of tending to the affairs of the Union.

SECTION 2. The Employer agrees that with the permission of the department foreman the stewards shall have the right to call the Union Representative during working hours on matters pertaining to the Union. The Union Representative shall be permitted to call department stewards through their foreman on matters pertaining to the Union, and the department foremen will arrange a return call as soon as practicable.

SECTION 3. Employee or Union grievances shall be taken up in the following order:

A. The employee who has a grievance shall report said grievance to the Shop Steward without department interruption.

B. The Shop Steward and the grievant shall then present the grievance to the Department Foreman for adjustment within fifteen (15) days of first knowledge of the alleged contract violation.

C. Failing to adjust said grievance with the Department Foreman, then the Shop Steward, the employee with the Foreman shall attempt settlement with the Plant Superintendent.

D. If no satisfactory agreement is reached on said grievance, the Shop Steward shall then present said grievance to the Union Representative, who, with the Shop Steward and the grievant, will attempt settlement with the Employer or its representative.

SECTION 4. The Union Representative shall have the right during working hours to visit departments where grievances exist to investigate such grievances, or to handle any other business pertaining to the Union. The Union Representative will notify the plant superintendent or whomever the Employer designates prior to such visits and will receive permission to enter the plant. After 5 p.m. the Union Representative will notify the plant watchman, or whoever is at the entrance of the plant upon his arrival, then will enter the plant.

SECTION 5. All disputes and grievances not settled under Section 3 of this Article to the satisfaction of the Union shall be submitted to Arbitration. If the Union and the Employer are unable to agree upon an arbitrator within three (3) days after the matter has been submitted to arbitration, then either the Union or Employer shall request a panel of seven (7) arbitrators from Federal Mediation and Conciliation Service, Washington D.C. The parties will alternately strike three (3) names each from the panel, and the remaining person will be the arbitrator. The decision of the arbitrator shall be accepted as final by both parties hereto. The expense of the arbitrator shall be borne by the loser, or by decision of the arbitrator in a split decision. The arbitrator shall have no power to change, modify, or detract any provision of the Working Agreement, only to interpret existing agreement and apply to specific facts or grievance in dispute.

SECTION 6. There shall be no strikes, work stoppages of any kind, no interference with work and no lockouts during the term of the Agreement. The company agrees it will not discriminate against any employees because of Union activity or affiliation, or because of race, religion, color, creed, national origin, sex, sexual orientation, age or disability in accordance with existing law, and the employees agree not to discriminate against or interfere with the Company or the sale of Company products.

Any employee violating the provision of this Section may be subject to discipline up to and including discharge.

SECTION 7. It shall not be a violation of the Agreement for persons covered hereunder to refuse to cross a picket line and perform work in any instance where the picket line has been authorized and ratified by the Union picketing, is established for a legal purpose and is not contrary to or in violation of either the Labor Management Relations Act of 1947 or the laws of the States of Missouri and Illinois.

SECTION 8. It is agreed that the management of the plant, control of its properties and the direction of the working force shall be vested exclusively in the Company, provided, however, that the foregoing shall not impair any of the rights of the Union or the employees granted elsewhere in this Agreement.

ARTICLE 3 WORKING HOURS, OVERTIME

SECTION 1. The week shall run from Monday to Friday inclusive. Eight (8) hours shall constitute the basic work day. Forty (40) hours shall constitute the basic work week. Time and one-half (1-1/2x) shall be paid on Saturday from 12:01 a.m. to 12:00 mid night. Employees who are required to work on Friday night which is their sixth (6TH) night shall receive time and one-half (1-1/2x). Time and one-half (1-1/2x) shall be paid for all time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week, whichever is the greater. There shall be no duplication of overtime pay for daily and weekly overtime.

SECTION 2. Time and one-half (1-1/2x) shall be paid for all work performed on Sundays. Hours for which time and one-half (1-1/2x) will be paid on Sundays shall be from 12:01 a.m. to 12:00 midnight.

SECTION 3. Double (2x) time shall be paid for all work performed on holidays. The following holidays to be observed shall be New Year's Day, Dr. Martin Luther King's Birthday, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day shall be observed on the day the holiday falls. Memorial Day shall be observed the last Monday in May, and one additional floating holiday. Hours for which double (2x) time shall be paid on holidays observed shall be from 12:01 a.m. to 12:00 midnight. Holidays falling on Sunday shall be observed on the following Monday.

SECTION 4. In regards to Section 2 and 3, no more than time and one-half (1½) will be paid for Sundays and holidays for hours worked and will not be figured again if any hours go over forty (40) hours in any one (1) week.

ARTICLE 4 GUARANTEED TIME

SECTION 1.

A. Any employee called in for work and sent home shall receive a minimum of four (4) hours pay for such day that said employee was called in for work.

B. Any employee called back to work prior to his regular starting time shall receive a minimum of four (4) hours at time and one-half (1-1/2x). If he continues to work after four (4) hours, he shall work an additional four (4) hours at straight time, if required. If the Employer requires this employee to work beyond the second four (4) hours, he shall receive time and one-half (1-1/2x) for all hours thereafter. This shall also apply to employees who are ordered to return to work who have not had twelve (12) hours off.

SECTION 2. Any employee called to work on Saturday shall be guaranteed a minimum of four (4) hours at time and one-half (1-1/2).

SECTION 3. Any employee called to work on Sunday or specified holiday shall be guaranteed a minimum of four (4) hours at double time (2x).

ARTICLE 5 PAID HOLIDAYS

SECTION 1. The Employer agrees to pay its employees eight (8) paid holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Labor Day	Dr. Martin Luther King's Birthday
Independence Day	Columbus Day

Holidays are to be observed on the day the holiday falls. Paid holidays are subject to the following:

A. Employees shall receive eight (8) hours pay at their regular rate for holidays not worked.

B. Piece and tonnage workers shall receive one (1) days pay at the employee's average daily earnings for the previous calendar year for holidays not worked.

C. Employees who work on any of the holidays designated shall receive double time (2x) for hours worked in addition to the eight (8) hours holiday pay.

D. Employees must be available and ready for work as ordered in the work day preceding and the work day following a holiday in order to be eligible for holiday pay. This section does not apply to employees who are absent from work because of the following reasons:

1. Death in the Immediate Family: In the case of death in the immediate family of an employee, any absence on the part of the employee on that account will be deemed an authorized absence if it is on any or all of the days from the day of death to and including the day of the funeral. If one of those days of absence is the last day before the holiday, or the employee's first scheduled work day after the holiday, he shall not be denied holiday pay by reason of such absence, provided that he has been working regularly up to the date of his bereavement. "Immediate Family" is meant father, mother, husband, wife, sister, brother, son or daughter; or ("in-law") relationships of the type just named; or other relative if employee was living with such other relative.
2. Jury calls.
3. Verified sickness provided the employee works during the holiday week.
4. Employees who become ill on the job the day before or the day after a holiday, or leaves the job for personal reasons must receive permission from the foreman or superintendent and be excused in order to receive their holiday pay. Employees denied permission to leave the job because of illness, must bring in verified proof of their illness in order to receive their holiday pay.
5. Employees who do not work the day preceding or the work day following the holiday because of circumstance completely beyond the employee's control will receive upon presentation of verified proof, their holiday pay. Employees who know in advance of their absence must present such proof of absence as soon as possible, at least one (1) working day prior to the absence.

E. New employees hired by the Company who start to work the day after the holiday shall not be entitled to holiday pay for that week.

F. Employees who are laid off by the Company during the week in which a holiday is observed or the week preceding the week in which a holiday occurs shall receive the holiday pay. If an employee is laid off by the Company during the week of Christmas or the week preceding Christmas week, he shall receive Christmas and New Year's holiday pay.

G. Employees who have been laid off by the Employer and who are called back in the week in which a holiday is observed shall receive the eight (8) hour holiday pay.

H. Employees who work during the holiday week and who have received Armed Forces orders to report for a physical pre-induction examination, or who must report for Military Service during the holiday week, upon presentation of such orders to the superintendent shall be excused and shall be paid holiday pay.

I. The eight (8) hour pay for holidays not worked shall not count as hours worked in computing overtime.

J. Employees assigned to and performing a job paying a higher rate for three (3) days during the week in which a holiday occurs shall receive the higher rate in computing holiday pay.

ARTICLE 6 VACATIONS

SECTION 1. Employees hired before October 25th, 2007 shall be entitled to their earned vacations each year as follows:

One (1) week vacation with pay, provided the employee has been in such service one (1) year or more.

Two (2) weeks' vacation with pay provided the employee has been in such service for three (3) years or more.

Three (3) weeks' vacation with pay provided the employee has been in such service for seven (7) years or more.

Four (4) weeks' vacation with pay provided the employee has been in such service for fifteen (15) years or more.

Five (5) weeks' vacation with pay provided the employee has been in such service for twenty (20) years or more.

Employees hired after October 25th, 2007 shall be entitled to their earned vacations each year as follows:

One (1) week vacation with pay, provided the employee has been in such service one (1) year or more.

Two (2) weeks' vacation with pay provided the employee has been in such service for three (3) years or more.

Three (3) weeks' vacation with pay provided the employee has been in such service for seven (7) years or more.

Four (4) weeks' vacation with pay provided the employee has been in such service for fifteen (15) years or more.

Weekly and hourly paid employees' Vacation Pay shall be forty (40) hours for each weeks' vacation. Employees working on piece, tonnage or incentive work shall be paid forty (40) hours on the basis of their average hourly earnings during the previous week.

A. When an employee is promoted to a job paying a higher rate at any time prior to going on vacation, the employee shall receive the higher rate for said vacation pay

B. When an employee has a vacation earned prior to being transferred to another department or demoted in his department according to seniority due to reduction in force, the employee shall receive the higher rate of pay when taking said vacation.

C. When an employee is temporarily assigned to another position more than thirty (30) calendar days and takes said vacation while receiving the higher rate, the employee shall receive the higher rate for said vacation pay.

SECTION 2. In order to receive a vacation the employee must serve an initial qualifying period of one (1) year. Upon completing this qualifying period of one (1) year, one thousand four hundred (1,400) hours, the employee shall receive one (1) week's vacation with pay. All employees who have once established their eligibility of one (1) year by anniversary date shall have their second vacation earned after January 1st following their first anniversary year and their future anniversary date shall be January 1st each year thereafter.

After an employee has established one thousand four hundred (1,400) hours, the employee's seniority in reference to vacations will revert back to the date of his hire.

SECTION 3. In the event an employee does not put in the required number of hours within his employment year, then said employee shall not be eligible for vacation until completion of one thousand four hundred (1,400) hours. Time lost because of sickness of proven merit and compensation cases not to exceed six (6) months shall be allowed as time worked in calculating vacation credits. Any employee absent because of illness must submit a doctor's report of condition at least every thirty (30) calendar days, or forfeit the vacation credit for this period of illness. Layoffs by the Employer of thirty (30) calendar days or less shall be allowed as time worked in each layoff in

calculating vacation credits. Any employee laid off by the Employer shall upon his return to work be credited with previously earned vacation credits. Employee must take said vacation within twelve (12) months after becoming eligible. Employees shall take their vacations according to seniority. The Employer between January 1st and March 1st will make up a list in each department designating how many employees can be spared weekly in each department. The Employer agrees that the designated amount of employees to be spared weekly will not differ during the holiday weeks. All employees not signing up for vacation time between these dates will have to take vacation time as available according to employee's seniority. The Employer agrees to maintain present vacation allotments. The employee with the most seniority shall have first preference on down the seniority list to the youngest employee, who must accept the dates that are available. Vacations shall have preference over leaves of absence.

SECTION 4. In the event an employee is laid off, discharged, or called for Military Service, or leaves the service of the Employer, or is permanently laid off due to plant close-down, he shall receive his vacation pay as stated above.

SECTION 5. Employees who resign, die, or enter into Military Service, are discharged, or are permanently laid off due to plant close-down shall receive vacation pay pro-rated on a monthly earned basis from January 1st to and including the month employment ceased.

ARTICLE 7 VACATION POLICY FOR RETURNING VETERANS

SECTION 1. Any person who left the employ of the Employer to enter the Armed Services (including Merchant Marine) who returns to the Employer within ninety (90) days after honorable discharge from such services, and after his return, serves the Employer for three (3) consecutive months, as an indication that he intends to remain with the Employer, shall be considered an Established Returned Veteran to qualify under the following vacation policy. Employees entering Military Service shall notify the Employer and the Union in writing when he enters such service.

SECTION 2. In order to apply the Employer's vacation plan to such returning veterans the following rules shall be observed:

A. As to the amount or length of vacation to which each returned veteran is entitled, time spent in the Armed Forces, up to the date on which the individual returns to work, shall count as time spent in the employ of the employer and shall be added to time spent in the employ of the employer previous to entering the services to establish total length of service. With this total length of service in mind, the amount of vacation can be determined by reference to the regular vacation plan to arrive at his normal vacation.

B. Having thus arrived at the amount or length of the normal vacation to which the returned veteran is entitled, and after he has served the required three (3) consecutive months, he shall be paid cash in lieu of time off for his normal vacation for the year in which he returned.

SECTION 3. Upon the passing of the veteran's anniversary date, as stated in Article 6, Section 1, 2, and 3, following the date upon which the veteran returned to work, the veteran shall be entitled to another normal vacation during that employment year.

ARTICLE 8 LEAVES OF ABSENCE

SECTION 1. All requests for leaves of absence must be submitted in writing by the employee to the Union. The Union will then present the employee's request for leave of absence to the Employer and if the Union and the Employer agree that the employee's leave is justified, the Employer then will give the employee and the Union, in writing, the amount of leave of absence granted.

Leaves of absence without pay beyond regular vacation to which an employee is entitled, and which will not affect an employee's seniority, vacation credits, shall be granted for good and sufficient reasons on the basis of the length of continuous service as follows:

<u>LENGTH OF SERVICE</u>	<u>LEAVE OF ABSENCE</u>
Over 5 years	2 weeks
Over 5 and under 10 years	1 month
Over 10 and under 15 years	2 months
Over 15 years	3 months

Leaves of absence will not be granted for the purpose of allowing an employee to take another position temporarily, try out new work, or venture into business for himself.

Vacations shall have preference over leaves of absence.

Pregnancy Leave - An employee who becomes pregnant must present to the Medical Department, a doctor's statement verifying the pregnancy and the expected date of delivery. Such employee will be allowed to take pregnancy leave at any time after furnishing the Company with the employee's physician's written verification. Verification of the employee's condition from her physician must be submitted to the Company on a monthly basis. If the employee chooses to continue working after furnishing verification, the employee can remain in active employment until such time as the employee's physician certifies that the employee must terminate active employment. At that time, the employee will be placed on pregnancy leave and can return to active employment when the employee's physician certifies in writing that the employee is able to do so. The Company retains the right to have the Company physician consult with the employee's physician concerning her condition at any time.

SECTION 2. If the Union and the Employer agree, leaves of absence other than covered in Section 1, may be granted because of very unusual circumstances.

ARTICLE 9 SENIORITY

SECTION 1. Thirty (30) consecutive calendar days shall be required in any department to establish seniority in that department. Seniority shall prevail only in departments where employed. Transfer from one department to another shall not affect an employee's former department seniority.

SECTION 2. Departmental seniority shall prevail in layoffs, rehiring and promotions. On promotions the Employer agrees to move the next employee in seniority and give the employee up to twenty-five (25) consecutive calendar days to qualify for the new job. If during this time, the employer feels the employee will not be able to qualify within the above time, the Employer will then provide an additional twenty five (25) calendar days in which the employee shall be trained two (2) hours each work day upon request from the Union.

SECTION 3.

A. When additional help is needed in departments working day and night shifts, such help shall be required to start on the night shift. Night shift employees shall be transferred to day shifts according to seniority.

B. The Employer and the Union agree that seniority shall prevail on starting times and newly established jobs if qualified.

SECTION 4.

A. In the event of a layoff (reduction in the working force), all employees with less than six (6) years service in the plant must be laid off first.

B. In case of a department close-down, seniority will prevail on a plant wide basis. Employees that are transferred to any Departments under this section will have sixty (60) days to attempt qualification in the department they are transferred to.

SECTION 5. In the event additional help is required in departments where no one is laid off, such additional help shall be filled by employees who are laid off in other departments according to plant seniority. Wages paid to such employees shall be the wages of the position assigned.

SECTION 6. When an employee changes his address or telephone number the employee must notify the Employer and the Union immediately.

SECTION 7. Employees must notify the Employer the first day of their absence when they are unable to report for work and reason for such absence. Employees who fail to notify their Employer within two (2) days when they are absent from work, the Employer will then notify the employee at his last known address that unless the employee reports within five (5) days, giving reason for his failure to notify the

Employer, the employee shall be removed from the payroll and records shall be marked "voluntarily quit". The Employer will send the Union a copy of letter sent the employee so the Union will be able to cooperate in this matter.

SECTION 8. Employees who are recalled to work and do not report within forty-eight (48) hours after recall, the Employer will then notify the employee at his last known address, that unless the employee reports within five (5) days or gives reason for his failure to report after being recalled by the Employer, the employee shall be removed from the payroll and records shall be marked "voluntarily quit". The Employer will send the Union a copy of letter sent the employee so the Union will be able to cooperate in this matter.

SECTION 9. Employees who have been laid off or recalled out of turn shall be returned to the job in accordance with their seniority involved and paid for time lost on the basis paid the employee who was recalled out of seniority. Employees or Shop Stewards shall make claims immediately when it is called to their attention that this section has been violated, but under no circumstances will the Employer be responsible for more than fifteen (15) calendar days pay.

SECTION 10. When a recalled employee does not respond within twenty-four (24) hours after the date of a recall or fails to make arrangements within the twenty-four (24) hour period with the Employer to return to work at a given time, the employee next in line shall be recalled and the employee who failed to respond shall have to wait until the following Monday morning before returning to work.

SECTION 11. Employees must return to the department of their original seniority when so recalled unless an agreement is reached for the employee to remain in the department by the Employer and the Union.

SECTION 12. If an employee who is eligible according to seniority for consideration of a higher rate job refuses such job, he cannot request such job until another bona fide opening occurs.

A. Bona fide opening shall mean a job becoming available in a department due to any of the following reasons: new job classification, other employee having quit, died, retired, discharged, laid off, or entering Military Service. (Vacations are not to be considered a bona fide opening).

B. The Employer agrees to post all bona fide openings above labor rate. All bona fide openings will be posted plant wide for three (3) days. All employees working in the department where the bona fide opening exists will have the first preference, second preference to those working in the division and third preference to those working in the plant.

C. The Employer agrees that in filling temporary vacancies, such as vacations, leaves of absence, sickness, the next employee in line for a higher rated job shall fill said temporary vacancies.

SECTION 13. The Employer agrees when an employee is laid off in a department and said employee goes back to his primary department, he shall receive the rate according to his seniority. If he refuses to do the job he shall not receive the rate. When a layoff occurs in a department and if the employee laid off in the department refuse a job in another department where he has previously established seniority and the employee refuses the job in this department, he will be sent to the Union and the Union agrees to explain to the employee that unless he accepts work in a department where he previously established seniority when he is laid off, he must work in such department in order to keep his seniority in good standing in that department. If the employee without reason refuses to accept work in said department, he shall then lose his seniority in said department.

SECTION 14. Whenever the Employer has work on Saturdays or overtime and only a few of the employees are needed in the department, he shall offer such work to the employees in their department starting with the top of the seniority list, providing there are no inequities in hours as referred to in the second paragraph of this section, and if the employee refuses, he will not again be asked by the Employer to work extra in the department, until everyone on the seniority list has been given an opportunity for extra work and his turn comes again.

The hours in each department shall be equalized among the regular employees. The Employer shall be allowed sixty (60) days to equalize hours to within one (1) hour from the time the grievance is filed. Declined overtime counts as hours worked in equalization of overtime.

SECTION 15. The Employer shall notify the Union by telephone prior to a layoff due to lack of work. The Employer shall notify the Union President in writing within the week following the layoff of new employees who do not qualify within thirty (30) days and are laid off, employees laid off according to seniority due to lack of work, employees who are called according to seniority, and employees who establish thirty (30) days seniority in any department.

SECTION 16. Whenever the Employer needs help in another department, he shall offer such work to employees in other departments. If no one voluntarily agrees to be transferred to another department the employer shall have the right to transfer the number of employees needed in such department from the bottom of the seniority list from departments where employees can be spared. In such cases, the guaranteed time can be accumulated during the week in more than one department. In such transfers, if the employee is assigned to a lower rate, the employee's rate shall not be reduced. However, if any employee is transferred to another department due to a layoff, wages paid to such employee shall be the wages of the position assigned.

SECTION 17. Employees (unless on leave of absence or vacation) who miss more than three (3) days of work must call the Personnel Department at least the day before they will be permitted to return to work. Any employee, who fails to call in to the Personnel Department before returning to work, and reports for work, may be instructed by the Employer not to start working until the following scheduled work day in his department. This shall not apply to employees who are released by their doctor at night time, or on week-ends when they are unable to contact the Personnel Department.

SECTION 18. Any officers of the Local Union who are not re-elected to office or who leave office shall be able to return to work with full rights of seniority.

SECTION 19. If an employee is promoted to Foreman or Supervisor, he will not lose his seniority on the job. In the event he loses his position, the employee will be allowed to return to his bargaining unit in line with seniority. Time period will be a protection period of six (6) months.

ARTICLE 10 SHOP CONDITIONS

SECTION 1. Employees subject to this agreement shall not be required to work more than five (5) hours without time for lunch. Also, employees shall not be required to go to lunch before the end of the fourth hour, except in cases of mechanical breakdowns. Then the employee will not be required to go to lunch before the third hour. If the Employer requires any employee to work longer than the hours specified above, he shall pay time and one-half (1-1/2x) for all time worked over the lunch-time limit. Lunch-time shall be thirty (30) minutes except in cases of mechanical breakdown the lunch-time shall not exceed one (1) hour.

SECTION 2. Employees who are required to work more than ten (10) hours in any one (1) day shall be granted twenty (20) minutes on company time.

Employees who are required to work more than fifteen (15) hours in any one (1) day shall be granted an additional twenty (20) minutes on company time at double time rate.

SECTION 3.

A. Employees who have given long and faithful service in the employ of the Employer and have become unable to handle their position will be given preference of such other work as is available. Wages paid to such employee shall be the wages of the position assigned.

B. An employee who has been injured on the job and has to take a different job while recuperating, his rate shall not be reduced. The recuperating period shall be the decision of the company doctor subject to review and adjustment through the grievance procedure under Article 2. An employee hurt on the job so severely that he cannot return to work at his regular job after six (6) months; the Employer and the Union will sit down and negotiate a rate for said employee.

SECTION 4.

A. When an employee is temporarily required to fill a position paying a higher rate, the employee shall receive the higher rate for one (1) hour. If the employee works on the higher rated job for more than one (1) hour, he shall receive the higher rate for each fraction of an hour worked. (Example: one (1) hour and ten (10) minutes - two (2) hours at higher rate).

B. Any employee who is regularly assigned to a position, or any employee who is required to fill a position by the Employer in his department, and has been regularly working on this position paying a higher rate for sixty (60) consecutive calendar days, and is required to perform a position paying a lower rate according to seniority, the rate shall not be reduced until after sixty (60) consecutive calendar days. After sixty (60) consecutive calendar days, the employee shall receive the rate of the job performed according to seniority.

C. In the event an employee has regularly worked on a job paying higher rate and leaves his job for a vacation, jury duty, or funeral leave, and upon return from vacation, jury duty, or funeral leave returns to the same higher rated job, and works the remaining days not including vacation time, jury duty, funeral leave, consecutively to attain the sixty (60) days as mentioned in this paragraph, the employee will be considered as having qualified for the continuity of the higher rate. He shall not have the rate reduced until after sixty (60) consecutive calendar days have passed in which he has not performed on the higher rated job as a regular work assignment.

D. An employee who regularly fills a higher rate job shall receive the highest rate of the jobs performed.

SECTION 5. Pay day shall not be later than Friday. If Friday is a holiday, pay day shall be Thursday. Night workers shall be paid on Thursday night not later than their lunch-time.

All employees will have their checks delivered to their department where they are working.

SECTION 6. Employees shall be paid from the time they report to their department until the time they leave their department and their time shall be figured on a five (5) minute basis.

SECTION 7. At no time shall a supervisor, non-working foreman who is not a member of Local 655 be permitted to work on any jobs that come under the jurisdiction of Local 655.

SECTION 8.

A. The Union or Union membership shall not object to time studies or studies in efficiency in operation being made in the plant. The Union shall not object to the establishment of production incentive plans.

B. The Employer and the Union agree that all employees shall do a fair day's work for a fair day's pay.

If there is a disagreement between the Employer and the Union as to what constitutes a fair day's work, the matter shall be submitted to the Productivity Committee for resolution. If not resolved, the matter shall be expeditiously referred to the International Union's Industrial Engineers for study. If not resolved within a reasonable time, the unresolved matter shall be submitted to arbitration. The Company and the Union shall mutually agree to an arbitrator knowledgeable in the field of work management. This arbitrator only has the right to judge the accuracy of the fair day's work.

C. A permanent employer and employee productivity committee shall be established to discuss problem areas. The Committee will consist of employer representatives and the Union Business Representative, one Union employee from the Fresh Pork Division and one Union employee from the Processing and Shipping Department.

When a specific Department is involved, the permanent Committee outlined will also include the department's Shop Steward and one (1) other Union employee of the specific department. In no event will the Company's committee be larger than the Union committee.

SECTION 9.

A. All employees shall be entitled to one thirty (30) minute recess period on company time, in the first part of their day after two and one-half (2-1/2) hours work. Additional relief must not be abused by the employees. Frequent additional relief may be considered abuse.

B. All employees shall be entitled to a five (5) minute clean-up time at the end of their work day.

SECTION 10.

A. The Company and the Union agree that the following rule shall apply to employees who are habitually absent, who report for work late, who habitually report sick, or who fail to call in when they are off. Call-ins are not automatically an excuse for absence, and the employee must submit his excuse to the foreman for approval, subject to review and adjustment through the Grievance Procedure under Article 2.

B. During any six (6) month period if an employee commits any of the above-mentioned offenses, on the first offense there will be a written warning to the employee with copies to the Shop Steward, the Personal Office, and the Union Office. On the third (3rd) offense the employee shall receive another written warning, with copies to the Shop Steward and the Union office, stating that if he is again an offender during the six (6) months period from the date of the third (3rd) written warning that he will be subject to disciplinary action.

C. The above mentioned rules shall not apply to employees who are sick, supported by medical evidence, or who have permission to be off work granted by the Company for proper reasons, and who are late for reasons beyond their control.

Employees who are chronic absentees for medical reasons may be required by the company to see a doctor selected by the company to verify the illness.

D. Any combination of offenses named in subsection (A) will be sufficient to cause the application of subsection (B).

E. Any employee who has his check attached will be warned on the first (1st) offense; on the second (2nd) offense he will be suspended for two (2) days, on the third (3rd) offense he will be suspended for one (1) week, and on the fourth (4th) offense he will be subject to disciplinary action or discharge.

F. No employee shall be called into discussions or meetings pertaining to Union matters, without having the presence of a shop steward or Union Representative.

SECTION 11. TOOLS FURNISHED

The Employer shall continue its present plant practice with respect to furnishing heavy tools and meat hooks.

SECTION 12. The Employer shall permit employees using tools to prepare them on the Employer's time (as a work assignment determined upon and directed by the Employer) as the Employer may elect. (With respect to knives, the foregoing shall be interpreted to mean that employees whose work requires the use of knives will be either assigned time, as directed, to grind new or damaged knives, or will be furnished knives which have been ground.)

SECTION 13. The Company and the Union agree that when a bona fide opening occurs for the:

Ham Boning Department	- Ham Boners
Smoked Meat Department	- Smokers
Sausage Manufacturing Dept.	- Cookers and Smokers
Sausage Maker on	- Cut Operator and Roto
Night Clean-Up Department	-Cookers and Smokers
City Cooler Department	- Expressway Seale Operator

That the relief man on all of these jobs listed above shall have the right to move into the bona fide opening and the relief job shall be posted for bidding in the department where the bona fide opening exists.

SECTION 14. If the employer fails to make monthly Health and Welfare, and Pension contributions as set forth herein, he shall be notified by Certified or Registered Mail of his delinquency, either by the Health and Welfare Administrator or the Pension Plan Administrator, if said remittance is not paid within ten (10) days, notwithstanding any provision of this Agreement, the Union, without the necessity of giving any other or further notice, shall have the right to strike or take such action as it shall deem necessary until such delinquency payments are made, and it is further agreed that in the event such action is taken, the employer shall be responsible to the employees for any losses resulting there from and in addition the delinquent Employer will be responsible for and will reimburse the Health and Welfare Fund and/or the Pension Fund for any attorneys' fees and court costs incurred in the pursuit of collection of any delinquencies as outlined herein.

The Employer hereby waives the requirement of any other notice or notices being given by the Health and Welfare Administrator or the Pension Plan Administrator or by the Union to him or anyone else other than such notice or notices expressly provided for in this Article. This Section does not apply to errors in bookkeeping which involves employee count.

ARTICLE 11 HEALTH AND WELFARE

Section 11.1 The Company shall continue to pay **four dollars and thirty cents (\$4.30) four dollars and ninety cents (\$4.90)** per hour for all hours paid with a maximum of forty (40) hours per week for all employees covered by this Agreement, into the United Food and Commercial Workers Union, Local No. 655 Welfare Fund.

Effective January 1, 2017, for hours paid in December 2016; the Company shall pay four dollars and sixty-five cents (\$4.65) per hour.

Effective June 1, 2017, for hours paid in May, 2017, the Company shall pay four dollars and eighty cents (\$4.80) for all hours paid.

Effective June 1, 2018, for hours paid in May, 2018, the Company shall pay four dollars and ninety cents (\$4.90) for all hours paid.

Effective June 1, 2019, for hours paid in May 2019; the Company shall pay four dollars and thirty-six cents (\$4.36) per hour.

Effective June 1, 2020, for hours paid in May, 2020, the Company shall pay four dollars and fifty-seven cents (\$4.57).

Effective June 1, 2021, for hours paid in May, 2021, the Company shall pay four dollars and ninety-nine cents (\$4.99).

For purposes of interpreting the provisions of this Section, refer to the “Pension and Health and Welfare Interpretation Rules Addendum” which is attached hereto and incorporated by reference as if fully set out herein.

Effective **June 1, 2019, for hours paid in May, 2019** **June 1, 2022, for hours paid in May 2022** and thereafter, the employer agrees to pay the same contractual rate set by the fund for all contributing employers at such time the Fund establishes a change in the rate. The employer agrees to pay for said hours, even if said agreement(s) is entered into after the expiration date of the current contract(s), including any such retroactive increase ultimately set by the Fund.

There will be three (3) one-month company contribution holidays. The first holiday will be the July 2019 payment for hours paid in June 2019, the second holiday will be for the August 2019 payment for hours paid in July 2019, the third for the August 2020 payment for hours paid in July 2020. If any contribution holiday would result in the Health and Welfare Fund having less than three (3) month of reserves, excluding IBNR, as determined by the Fund’s actuaries, then the contribution holiday will be nullified. Eligibility for these holidays will be determined by meeting the requirements of the utilization schedule adopted by the Fund.

If the Fund’s reserve level excluding IBNR exceeds six (6) months for the month of August 2021, the company will be eligible for an additional contribution holiday for hours paid in July 2021 if it meets the requirements of the utilization schedule adopted by the Fund.

Section 11.2 Employees whose spouses do not have their own primary health insurance will contribute an additional pre-tax employee contribution of **ten dollars (\$10.00); [(effective January 1, 2017, twenty dollars (\$20.00); effective January 1, 2018, thirty dollars (\$30.00); effective January 1, 2019, forty dollars (\$40.00)]** per week to the Welfare Fund for spousal coverage.

The employee’s declination of coverage shall not relieve the Company of its obligation to contribute on behalf of that employee.

Section 11.3 Employees will elect in writing the “Plan” of benefit coverage they will participate in from among the “Plans” that they are eligible for, based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same Benefit Plan (**A, B, C, (effective January 1, 2017, A, B, C, D,)** or no coverage) unless the employee notifies the Health & Welfare Fund office in writing during the next enrollment period prior to January of each year. Employees will have the option to

change Plan of Benefits (based on eligibility guidelines) or discontinue coverage during the annual enrollment period prior to the applicable January of each year.

Employees will elect in writing the coverage level (i.e. employee only, employee and spouse, etc.) from among the coverage levels that they are eligible for based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same coverage level unless the employee notifies the Health and Welfare Fund Office in writing during the next enrollment period prior to January of each year of the employee's desire to change the coverage level or discontinue coverage.

Employees who have declined coverage can only elect coverage during open enrollment periods or in the event of a "life changing event", as defined in the Plan Document/Summary Plan Description.

A newly eligible employee who does not make an election will be enrolled in **Plan C (effective January 1, 2017, Plan D)** at the highest level of coverage for which he/she is eligible based on hours paid. Any person who is automatically enrolled in this manner has the right to decline or change the coverage prospectively at any time by submitting a request in writing.

Section 11.4 The Company shall not be required to make contributions on behalf of all employees for the first eleven (11) months of employment. The parties agree that the obligation to contribute begins on the first day of the twelfth (12th) month of employment, with the first month being defined as the month in which the employee works his/her first hour.

Example: An employee first works an hour for a contributing employer on July 25, **20162019**. The Company's obligation begins with hours worked on and after June 1, **20172020**.

Notwithstanding the foregoing, the Company agrees that it will report all hours paid on all employees beginning with the date of hire and also report whether the employee is variable hour or known full time, within the meaning of the Affordable Care Act guidance. In addition, notwithstanding the foregoing, the obligation to contribute on behalf of an employee designated by the Company as a known full-time employee will begin with the first hour worked.

Section 11.5 An Early Retirement Incentive Program (ERIP) is available to all bargaining unit members who meet the eligibility requirements established by the Board of Trustees of the Health and Welfare Fund, as those requirements exist on the date that coverage under the ERIP begins. Coverage under the ERIP may begin on the first day of any month, as elected by the employee, as long as the employee meets the eligibility requirements as of that date. The parties acknowledge and agree that the Board of Trustees has the right and authority to modify the rules and requirements of the ERIP Program at any time.

Section 11.6 The Trust Agreement and any and all amendments thereto are hereby made a part of this Agreement and are incorporated by reference as if fully set out herein, and the Company hereby agrees to be bound by said Trust Agreement. The parties acknowledge that the Trustees of the Welfare Fund reserve the right to amend or terminate the Plan at any time.

Section 11.7 The Company agrees, upon reasonable notice, to allow its books and records to be reviewed by the Union and/or the Trustees of the Fund to determine compliance with the obligation to contribute as set forth in this Agreement.

ARTICLE 12 EMPLOYEES' RETIREMENT PLAN

SECTION 1. By agreement with Employers, the International Union with which Local 655 is affiliated has established a Pension Fund designated as the UNITED FOOD & COMMERCIAL WORKERS UNION & INDUSTRY PENSION FUND (The "Pension Fund").

SECTION 2. Pension contributions shall continue at the rate of **one hundred sixty five dollars (\$165.00); effective January 1, 2017** one hundred seventy nine dollars and ninety cents (\$179.90); **effective January 1, 2020 two hundred twenty-seven dollars and fifty cents (\$227.50)** per month per eligible employee with maintenance of benefits for the term of the agreement.

The Employer shall make contributions to the Fund on behalf of all eligible employees as set out below and each contribution shall be due and payable on or before the tenth (10th) of the month following the months in which the work determining the contribution was performed. Employer payments due by reason of employment of an eligible employee are payable even though the eligible employee is no longer an employee at the time the payment is due. Payment shall be made at such location as the Trustees of the Pension Fund shall from time to time designate. Contributions on behalf of any eligible employee who prior to being employed under the Collective Bargaining Agreement was employed by the Employer in any capacity and at any location, or who has Future Service Pension Credit earned while working for another Company, shall be paid on account of work performed commencing with the first (1st) day of employment under this Agreement for any eligible employee first coming under this Agreement or hired after the date for which contributions were first payable to the Pension Fund by the Employer pursuant to this or a prior collective bargaining agreement, contributions shall be paid on account of work performed on and after the first (1st) day of the calendar month after such employee has been on the Employer's payroll for ninety (90) calendar days.

SECTION 3. The Employer will pay these monthly payments into the Pension Trust Fund on the following basis:

A. All employees who are in the service of the Employer (except office clerical).

B. All new employees, except office clerical, shall be covered from the first (1st) day of the month following the ninety (90) calendar days' employment.

C. The Employer agrees that these payments will be paid for the employees who are eligible as stated above, while they are on the payroll of the employer, while laid off temporarily, or permanently laid off due to department or plant shut-down, and on granted leaves of absence by the employer, not to exceed thirty (30) calendar days after the first (1st) day of the month following date of layoff or granted leaves of absence. Upon the employee's return to work the payments will be paid by the Employer commencing with the first of the month.

D. Any employee who is off from work due to illness, or injury, or pregnancy, the Employer will pay six (6) monthly payments beginning with the first (1st) of the month following date of departure from work. Any employee absent because of illness, or injury or pregnancy, must submit a written doctor's report of condition every thirty (30) calendar days to the Administrator and the Employer. Any employee failing to submit a written doctor's report, the Employer will consider him as having voluntarily quit ten (10) days after Employer sends written notice to the employee and the Union.

E. Any employee who remains absent from work due to illness, or injury, or pregnancy, longer than six (6) months, upon his return to work the payments will be paid by the Employer commencing with the first (1st) of the month following his return to work.

F. When an employee is covered by Pension benefits and the employee is laid off and during the layoff this employee becomes sick or injured, before the thirty (30) days extension for layoff following the first (1st) of the month, if this employee is called back to work according to seniority, and further, if this employee is unable to return to work because of sickness or injury, verified by a written doctor's report, said employee will then have six (6) additional payments of coverage as long as he remains sick or injured, made to the Pension Fund. If said employee is not called back to work during the time he is covered for his laid off status, there will be no further Pension payments even through said employee has become ill during his layoff status.

G. If an employee is covered for the Pension benefits and is laid off, if said employee's pension benefits expire, and if said employee works one (1) day or more and is laid off before the first (1st) of the next month, the Employer will reinstate the coverage on the first (1st) of the next month for one (1) month's payment.

H. Any employee who takes his vacation at the time of layoff and is on vacation through the first (1st) of the month shall be considered on the payroll until his vacation expires and payment to the Pension Trust shall be made as if he had been working.

I. The Employer agrees to pay Pension payments on all new employees, except office clerical, as follows:

- I. When a new employee has worked thirty (30) calendar days and becomes injured or ill and is unable to work as of the first (1st) of the month payment shall be made on the first of the month to the Pension Fund.
2. When a new employee has worked thirty (30) calendar days and is laid off before the first (1st) of the month, he will not be covered for payments to the Pension Fund. However, if said employee is recalled and works the following month for one (1) day or more, payment will be made to the Pension Fund on the first (1st) of the next month for one (1) month's payment.

SECTION 4. The obligation to pay contributions to the Pension Fund shall in no way affect any rights to discharge any employee granted the Employer under the Collective Bargaining Agreement. If any inconsistency exists between the terms of the Pension Article and any other provision of this Collective Bargaining Agreement, the terms of this Pension Article shall prevail.

SECTION 5. Employer contributions to the Pension Fund shall be used to provide retirement benefits for eligible employees in accordance with the applicable Pension Plan adopted from time to time by the Trustees of said Pension Fund (The "Trustee"). Eligible employees shall receive retirement benefits pursuant to said Pension Plan at a Benefit Level in accordance there with, a copy of which Pension Plan the Employer has received, all subject to the Merger Agreement dated as of September 17, 1971 entered between the Board of Trustees of the Butchers, Sausage Makers and Packinghouse Workers Local 655/545 Pension Plan and the Trustees of the Merger Agreement Addendum dated as of November 1, 1973 and July 24, 1979, between the same parties.

SECTION 6. The Employer's obligation hereunder to contribute to the Pension Fund shall not be subject to any expressed or implied bargaining agreement, notwithstanding any provision to the contrary herein contained. In addition to any other remedy which may otherwise be available to any of them, the Union, the Trustees of the Pension Fund, or both, shall have the right to sue in any court of competent jurisdiction to secure the payment of any monies due hereunder without the necessity of first utilizing any other remedy.

SECTION 7. The Employer adopts and agrees to be bound by all of the terms and provision of the UNITED FOOD & COMMERCIAL WORKERS union and industry Pension Fund Agreement and Declaration of Trust as amended from time to time (the "Trust Agreement") as fully as if the Employer was an original party thereto, a copy of which Trust Agreement the Employer has received. The Employer hereby designates as its representatives on the Board of Trustees of the Fund, the Employer Trustees named in said Trust Agreement, together with their successors selected in the manner provided therein. The Employer agrees to be bound by all actions taken by said Trustees pursuant to the powers granted by the Trust Agreement.

SECTION 8. The Employer shall contribute to the Pension Fund, as provided herein, only if the Pension Fund retains its qualification pursuant to the applicable sections of the Internal Revenue Code as amended. The Employer shall participate in the Pension Funds only if such participation or the continuation thereof shall not impair the Pension Fund's qualification under applicable Internal Revenue Code provisions and Internal Revenue Service rulings and regulations.

SECTION 9. The commencement of contributions to the Pension Fund is contingent upon acceptance of the employees covered hereunder by the Trustees of the Pension Fund. The Employer shall make contributions as herein provided retroactive, if necessary, to the date specified in this Pension Article, upon receiving written notice of the Trustees' acceptance, provided, however, that the Trustees' acceptance and the written notice thereof shall not be required in the case of a renewal or renegotiation of a collective bargaining agreement covering an employer who has previously been accepted for participation in the Pension Fund, if the collective bargaining unit and the terms of this Pension Article, other than the contribution rates, have not been modified. After initial acceptance by the Trustees of the Pension Fund, this Pension Article shall remain in effect during the term of this Collective Bargaining Agreement and any extensions, renewals or modifications thereof and the terms hereof shall not be amended without the express written consent of the Trustees of the Pension Fund; provided, however, that nothing herein contained shall limit the right of the Trustees to terminate participation of the employees covered hereunder in the Pension Fund on account of the Employer's failure to make contributions or as otherwise provided in the Trust Agreement or Pension Plan, and further provided that nothing herein contained shall limit the right of the Employer and the Local Union to terminate participation in the Pension Fund subject to the terms of the then existing Trust Agreement and Pension Plan.

SECTION 10. If for any reason, the Employer's participation in the Pension Fund fails to commence or having commenced, is terminated, then the Employer shall pay the contributions hereunder required to a qualified pension plan upon which the Employer and the Union shall agree, or, in the event agreement is not reached, the disposition of such payments shall be determined in accordance with the grievance procedures contained in the Collective Bargaining Agreement, if any. If no grievance procedure is contained in the Collective Bargaining Agreement, the qualified pension plan referred to herein shall be determined by arbitration in accordance with the rules of the American Arbitration Association.

SECTION 11. The Trustees' acceptance for participation in the Fund of the employees covered hereunder shall be limited only to categories of employment covered hereunder at the time application for such acceptance occurs and the admission of any other category of employer to participation in the Fund shall require specific acceptance by the Trustees.

SECTION 12. Execution of the Pension Article by representatives of the Employer and the Local Union hereby indicates its incorporation into the Collective Bargaining

Agreement between the Employer and the Local Union covering the life of this Agreement; execution of this Pension Article by representatives of the Employer, Local Union and the Trustees indicates acceptance of the employees covered hereunder for participation in the Fund by the Trustees and also indicates agreement by the Employer, Local Union and Trustees to the terms and conditions recited above regarding the participation of said employees, the Employer and the Local Union in the Fund.

ARTICLE 13 GENERAL PROVISION

SECTION 1. The wage scale attached to this contract shall be the rate of pay. When an employee is required to work on an assignment of two (2) or more job rates he shall be compensated at the highest rate. Any employee receiving an over-rate shall not have his rate reduced.

SECTION 2. NIGHT WORKERS' EXTRA COMPENSATION

Twenty-one (21¢) cents per hour additional compensation will be paid for work performed between 6:00 P.M. and 6:00 A.M. and shall be added to the employee's regular rate. The twenty-one (21¢) cents per hour additional compensation for night workers shall be added to the regular rate in computing overtime pay, holiday pay, and vacation pay.

SECTION 3. PLANT INJURY COMPENSATION

It is agreed between the Employer and the Union that in any instance where an employee is injured so severely while working at the plant as to be sent home by the Employer, or nurse, or doctor, he shall, regardless of the hour at which he sustained the injury, be paid a full eight (8) hour day at said employee's regular rate for that day. Piece and tonnage work employees shall be paid time lost that day at the employee's average rate of pay excluding overtime for the previous week.

SECTION 4. TIME ALLOWANCE FOR DOCTOR CALLS

Employees who are injured on the job, but not seriously enough to discontinue working, who are required to visit the company doctor after working hours, shall receive two (2) hour's pay for each visit. Employees who are required to visit company doctor during working hours shall suffer no loss of time or pay because of such visits.

SECTION 5. It is agreed that a wage differential of one (\$1.00) dollar per hour below the job rate shall be allowed as a starting rate for new employees until such time as they have had sixty (60) calendar days packing plant experience, and fifty (50¢) cents per hour for the sixty-first (61st) through ninetieth (90th) day.

SECTION 6. JURY PAY

An employee who is required to serve on jury duty will be compensated by the Employer, the difference in pay between that received as juror and that which he would have received if he had worked. In order to collect the monies due him, he must report for work when he is not on jury duty.

SECTION 7. It is agreed between the Employer and the Union that any employee who is receiving a rate and is required to fill another job paying the same rate or lower, the Employer will follow the seniority list in filling such jobs by qualified employees, unless there is a mutual agreement between the Company and the Union.

SECTION 8. FUNERAL PAY

It is agreed between the Employer and the Union that when an employee is absent from work for the purpose of arranging for or attending the funeral/**memorial service** of a member of his immediate family as defined below, the Employer will pay him for eight (8) hours at his regular rate of pay for each day of such absence up to a maximum of three (3) days, provided:

1. The employee notifies the Employer of the purpose of his absence on the first day of such absence;
2. The day of absence is a day during which the employee's gang worked and on which day the employee should have worked but for the absence;
3. The employee, when requested, furnished proof satisfactory to the Employer of the death, his relationship to the deceased, the date of the funeral/**memorial service**, and the employee's actual attendance at such funeral/**memorial service**;
4. The three (3) allowable days of absence include the day of death through one day following the date of the funeral/**memorial service**;

For the purpose of this section, a member of the immediate family means the employee's spouse, child, mother, father, sister, brother, mother-in-law, and father-in-law.

SECTION 9. It is agreed by the Employer and the Union that the rate for any new job operations which may be created by the Employer shall be subject to immediate negotiations and the Union is to be notified in writing. All agreements made between the Employer and the Union shall be reduced to writing and signed by the Employer and the Union President.

SECTION 10. PROTECT JOB CLASSIFICATION AND RATES

Wizard knife rate is the minimum rate in the Wage Schedule agreed to between the Employer and the Union, and whenever the Wizard knife replaces a regular knife the job rate of the operation whichever is the highest, shall be the rate maintained. This principle shall also apply to all other classifications and wage rates in the Wage Schedule where jobs have changed or where employees have been eliminated through automation, new equipment, or change in employers' lay-out.

SECTION 11. DEPARTMENT SHUT-DOWN

The Employer will give the Union at least thirty (30) days' notice of any department shut-down.

SECTION 12. PLANT SHUT DOWN

The Employer will give the Union at least sixty (60) days' notice of plant shut-down.

WAGE SCALE

A. The Wage rates outlined in this Wage Schedule include: Twelve and one-half (12 1/2) cents extra compensation applied to hourly rates and these amounts are allowed as a settlement of:

- Time for changing clothes
- Furnishing of clothes
- Boots
- Aprons
- Canvas Gloves
- and all special purpose outer working garments
- Furnishing of knives, steels, and whetstones

B. Working Foreman

Under the supervision of a salaried supervisor, the Working Foreman will direct the work of Local 655 Union Employees.

If problem areas develop in the carrying out of his responsibilities, the Working Foremen will bring the problems to the attention of the Supervisor, who will be responsible for resolving the problem.

The Working Foreman will not be expected to carry out discipline.

Working Foreman in a Department will be paid ten (10%) percent over the highest rate in the Department.

The Employer will furnish all frocks.

ARTICLE 14 JOB CLASSIFICATIONS AND RATES

	EFFECTIVE 09-18-13 CURRENT	Effective 10-01-19
Ham Boners	\$14.60	\$15.10
Smoker-Cooker	\$14.21	\$14.71
Pickle Maker	\$14.02	\$14.52
Ham Pumper	\$13.91	\$14.41
Cry-O-Vac Operator	\$13.86	\$14.36
Order Fillers	\$13.76	\$14.26
Labor	\$13.66	\$14.16

Employees at or above these rates of pay will receive fifty cent (\$0.50) increases effective October 1, 2019.

On January 1, 2021 and on January 1, 2022, both sides agree to reopen the contract for wages only.

On September 1, 2018 both sides agree to reopen the contract for wages only.

Miller Ham Co. will offer employees a bonus based on our fiscal year net earnings after taxes exceeding \$50,000.00. The bonus will be equal to at one week's vacation pay and paid after we receive the company's financial statements for the ending fiscal year from our accountant. This is not a guarantee of a bonus program and will be reevaluated every contract with UFCW Local 655.

ARTICLE 15 TERM OF CONTRACT AND GENERAL WAGE INCREASE

This Agreement covers hours, working conditions, and wages as agreed to between the Employer and the Union. This Contract shall become effective in its entirety at 12:01 A.M. September 20, 2016 24, 2019, and will remain in effect until 12:00 Midnight, September 23, 2019 26, 2022.

ACCEPTED & SIGNED FOR
THE EMPLOYER:

MILLER HAM

BY: _____

DATED: _____

ACCEPTED & SIGNED FOR
EMPLOYEES:

UNITED FOOD & COMMERCIAL
WORKERS LOCAL 655

BY: _____

DATED: _____

MEMORANDUM OF AGREEMENT FOR PART-TIME UTILITY EMPLOYEE

Effective wage rate shall be:

09/18/2013
\$9.00

01/01/20	01/01/21	01/01/22
\$11.00	\$11.50	\$12.00

It is agreed between Miller Ham Company and United Food & Commercial Workers Union Local 655, as follows:

The Company may employ one part-time employee to work a minimum of sixteen (16) hours per week. Such employee shall be covered by all the terms and conditions of the Working Agreement except:

1. The weekly guarantee of thirty-seven (37) hours shall not apply.

It is further agreed that a part-time employee will have preference for any regular job openings for which they qualify.

It is also agreed that no regular employee will be laid off when the part-time employee is utilized.

This Agreement will expire September **23, 2019** **26, 2022**.

ACCEPTED & SIGNED FOR
THE EMPLOYER:

MILLER HAM

BY: _____

DATED _____

ACCEPTED & SIGNED FOR
EMPLOYEES:

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL 655

BY: _____

DATED _____

MEMORANDUM OF AGREEMENT FOR TEMPORARY EMPLOYEES

It is hereby agreed between Miller Ham and the United Food & Commercial Workers Union Local 655:

1. The Company may hire temporary employees to be utilized at peak production times.
2. These employees are defined as seasonal employees and will not be part of the bargaining unit.
3. These employees will not be subject to any of the terms and conditions of the Collective Bargaining Agreement, i.e. union membership, Health & Welfare, Retirement, etc.
4. The hours worked by these employees will not reduce, affect or cause a layoff of the present employees in the bargaining unit.

The memo will expire **will with** the regular collective bargaining agreement now in effect.

ACCEPTED & SIGNED FOR
THE EMPLOYER:

MILLER HAM

BY: _____

DATE _____

ACCEPTED & SIGNED FOR
EMPLOYEES:

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL 655

BY: _____

DATE _____

HEALTH & WELFARE INTERPRETATION ADDENDUM

The parties agree that the following principles will apply in interpreting the Company's obligation to contribute to the Health and Welfare Fund under Article 11.

1. The Company shall contribute on hours paid out in a calendar year as unused vacation from the previous year, up to a maximum of forty (40) hours in the week in which the payout is made.

Examples:

An employee who is paid for forty (40) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation from 2010. The Company is obligated to contribute for forty (40) hours for that week.

An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation pay from 2010. The Company is obligated to contribute for forty (40) hours for that week.

An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for fifteen (15) hours of unused vacation time from 2010. The Company is obligated to contribute for thirty-five (35) hours for that week.

2. The Company shall contribute on hours paid for vacation entitlement in lieu of time off up to a maximum of forty (40) hours in the week in which the employee is paid the vacation hours.

Examples:

An employee who is paid for forty (40) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week twenty-five (25) hours of vacation pay in lieu of time off. The Company is obligated to contribute forty (40) hours in that week.

An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week twenty-five (25) hours of vacation pay in lieu of time off. The Company is obligated to contribute for forty (40) hours in that week.

An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week fifteen (15) hours of vacation pay in lieu of time off. The Company is obligated to contribute for thirty-five (35) hours in that week.

3. Upon termination of employment, the Company is obligated to contribute for all hours paid in a lump sum (that is, hours which the employee was eligible to receive upon termination pursuant to the Collective Bargaining Agreement, which may include, but is not necessarily limited to vacation, personal holidays and sick days) without regard to a forty (40) hour cap.

Example: An employee terminates employment (whether by quitting, retiring or involuntary termination). He/she receives a check representing payment for twenty (20) hours worked, eighty (80) hours of unused vacation and sixteen (16) hours of personal holiday. The Company is obligated to contribute for one hundred sixteen (116) hours.

4. The Company is obligated to contribute on hours paid for vacation in advance of the time taken off if the time to be taken off as vacation is designated at the time the vacation pay is requested:

Examples:

An employee requests vacation pay for time to be taken off the following week. The Company is obligated to contribute for these hours.

An employee requests vacation pay for time to be taken off a month after the request is made. The Company is obligated to contribute for these hours.

An employee has requested vacation pay with no indication of if or when time off would be taken. The Company's obligation to contribute for these hours would be determined under paragraph 2 above (i.e., pay for vacation entitlement in lieu of time off).