

# AGREEMENT

Between

## COLORADO PREMIUM

And

United Food & Commercial Workers  
LOCAL NO. 7

TERM March: 24, 2009 to March 25, 2012

### ●AGREEMENT

This Agreement is entered into by and between COLORADO PREMIUM, hereinafter referred to as the "Company," and the UNITED FOOD AND COMMERCIAL WORKERS, LOCAL NO.7, chartered by the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, CTW hereinafter referred to as the "Union," who agree to be bound by the following terms and provisions covering wages, benefits and working conditions.

#### ARTICLE 1 RECOGNITION

**Section 1** The Company recognizes the Union as the sole collective bargaining representative for all production and clean-up employees employed by the Employer at its Greeley, Colorado facility; BUT EXCLUDING all other employees, plant manager, assistant plant manager, department leads, office clerical, plant clerical employees, confidential employees, mechanics, maintenance employees, quality control employees, guards and supervisors as defined in the Act.

#### ARTICLE 2 CHECK-OFF/UNION SECURITY

**Section 1** The Company agrees, during the term of this Agreement, to deduct, weekly, the initiation fee and monthly Union dues from the net earnings due any employee who has executed the Union check-off authorization form. Said authorization must be properly executed by the employee, presented to, and accepted by the Company.

**Section 2** The Company may hire new employees from whatever source it desires, but all employees covered by this Agreement shall, in accordance with the ratified State of Colorado All Union Agreement, when such is effective, as a condition of employment, become members of the Union on the sixty-first (61st) day after beginning of employment, to the extent of paying the initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, and shall remain members of the Union to the extent of paying membership dues in the Union, for the duration of this Agreement.

**Section 3** The Company shall not discriminate against any employee in regard to the acquisition or retention of membership, and membership in the Union shall be available to every employee on the same terms and conditions generally applicable to all other members.

**Section 4** Upon written notice, from the Union to the Company, that an employee is thirty (30) days in arrears in the payment of Union dues or initiation fee, the Company will discharge such employee unless within fifteen (15) days from the date of said written notice, such employee shall obtain or reinstate their membership in the Union.

**Section 5** The Union shall indemnify and save the Company harmless from any claims, suits, judgments, attachments, and from any other form of liability as a result of making any deduction or taking any action in accordance with the foregoing authorization and assignment.

**Section 6** The foregoing provisions shall not be effective unless and until the Union successfully completes the Colorado Labor Peace Act election.

**Section 7** It is recognized that electronic processing of Union Dues Check-Off is a more accurate, cost effective, and timelier manner of processing the check-off report. The Company agrees to provide the means to achieve this goal as soon as practical.

### **ARTICLE 3 MANAGEMENT RIGHTS**

**Section 1** The Employer retains the exclusive right to manage the facility; to direct, control, and schedule its operations and the workforce and to make any and all decisions affecting the business, whether or not specifically mentioned herein.

**Section 2** The Union recognizes and agrees that, except as specifically limited by the express provisions of this Agreement, the Employer maintains sole and exclusive right to manage its business in such a manner as the Employer shall determine to be in its best interest. All rights of management not bargained away by the express terms of this Agreement are reserved and retained by the Employer. The exercise or non-exercise of the rights retained by the Employer shall not be deemed to waive any such rights or the discretion to exercise any such rights in some other way in the future.

**Section 3** Both parties acknowledge that during the negotiations which resulted in this Agreement, both parties had every right to discuss and did discuss all collective bargaining demands and proposals and that, as a result thereof, this Agreement is complete and resolves all collective bargaining issues between the parties for its duration. Therefore, both parties waive any right to compel or force any further negotiations on any matters, whether or not within the knowledge or contemplation of the parties at the time they executed the Agreement.

**Section 4** Notwithstanding the limitations expressed in this Article, further negotiations may occur during the term of this Agreement with the consent of both parties in writing, and if such negotiations do occur and result in an agreement, such agreement shall be reduced to writing and shall be binding upon the parties hereto for any term agreed to by the parties.

## **ARTICLE 4 SENIORITY**

**Section 1** Seniority shall be the primary factor in layoffs, recalls and shifts. Skill, ability, qualifications, and experience are also factors to be considered. When layoffs are required, probationary employees shall be laid off first, then regular employees in reverse order of seniority considering the skill, ability, qualifications, and experience of the employee.

**Section 2** Laid off employees shall be required to accept recall. Failure to report after recall within two (2) weeks of notice shall result in loss of seniority and termination.

**Section 3** Notices of recall shall be sent by mail to the employee's last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work and a copy of said notice shall be provided to the Union.

**Section 4** Employees shall lose their seniority and it will otherwise be terminated for the following reasons:

- (a) If the employee quits;
- (b) If the employee is discharged for just cause;
- (c) If the employee fails to return to work within two (2) weeks after the issuance of the Employer's notice of recall;
- (d) If the employee is absent from work for three (3) consecutive working days without advising the Employer and giving reason satisfactory to the Employer for such absence;
- (e) If the employee overstays a leave of absence without prior written approval;
- (f) If the employee gives a false reason for a leave of absence or engages in other employment during such leave;
- (g) If the employee is laid off for a continuous period of twelve (12) months;
- (h) If the employee knowingly falsifies pertinent information on his application for employment.

**Section 5** The Company will post a seniority list every six (6) months.

**Section 6** The employer may fill temporary vacancies without regard to seniority for up to thirty (30) days. In the event a temporary vacancy will exist beyond the thirty (30) day time period, the Company will notify the Union as to the reasons therefore.

## **ARTICLE 5 JOB BIDDING**

**Section 1** When a job becomes available as a result of the creation of a new job or when an existing job is vacated, the Employer shall post a notice of the job vacancy on the bulletin board for a period of three (3) days, excluding weekends and holidays. Employees shall be permitted to sign the notice as an indication of their desire to be considered for the job. If there is more than one job vacancy posted, and an employee wishes to sign for both jobs, the employee must indicate their order of preference for the vacancies.

**Section 2** Vacancies will be awarded to most senior qualified as determined by Employer.

**Section 3** The successful bidder shall be placed on the new job as soon as practicable.

**Section 4** Employees shall be given up to ten (10) days to qualify for the job position. The exact amount of time for qualifying shall be determined by the Employer. If the employee is unable to qualify for the job, the employee will be returned to the job previously held.

**Section 5** No employee may bid and be awarded a job more than once every twelve (12) months.

**Section 6** An employee who successfully bids and is awarded a higher paying job than their immediately preceding job shall receive the higher rate when deemed qualified for the job.

NOTE: The above language shall be in effect for one (1) year. In the event of problems, for one (1) year, the following shall be deleted for one (1) year: Section 2 "as determined by the Employer." If there are not problems, this language shall continue during the term of the contract. Either party may then request to return to the table to bargain changes in this language.

## **ARTICLE 6 HOURS OF WORK AND OVERTIME**

**Section 1** The workweek for payroll purposes shall start at 12:01 a.m. on Monday and end at midnight Sunday evening.

### **Section 2**

A.) The basic workday of an employee will be eight (8) hours.

B.) The basic workweek of an employee will be forty (40) hours. It is understood and agreed that the basic workday or the basic workweek are not to be interpreted as either a daily or weekly guarantee nor does it restrict the amount of time an employee can be required to work. However, the Company will not schedule nor require employees to work more than twelve (12) hours per day. However, it is understood that work in progress will be completed. Further, in the event of an emergency, the twelve (12) hours may be extended.

C.) Supervisors will notify employees as soon as possible when additional work will be required, and will excuse, if possible, those employees who have personal commitments.

**Section 3** Employees shall be paid time and one-half (1 1/2x) their regular straight time rate of pay for all hours actually worked in excess of forty (40) in any workweek.

**Section 4** When the Employer determines that overtime is necessary, the employees performing the work at the end of the shift shall be required to work the overtime.

**Section 5** If additional employees are needed, overtime shall be offered by seniority to those employees who are qualified to perform the work in question. If enough volunteers are not secured, the Employer shall force by reverse seniority.

### **Section 6**

A.) Employees who normally are scheduled off on Saturday. Saturday work requirements shall be posted no later than lunch break on Thursday; otherwise the employees will not be required to work on Saturday, except in cases of emergencies.

B.) Employees who normally are scheduled off on Sunday. Sunday work requirements will be posted no later than noon on Thursday; otherwise the employees will not be required to work on Sunday, except in cases of emergencies.

## **ARTICLE 7 REPORTING FOR WORK AND CALLBACK**

**Section 1** Whenever employees are scheduled to report for work and upon arrival at the plant find no work available, such employee shall be paid for four (4) hours at the hourly rate for his/her job. If the employees begin work, but work less than four (4) hours, through no fault of their own, such employees shall be paid a minimum of four (4) hours.

**Section 2** Any employee who has completed his/her work and has left the plant premises and is, after having left the plant premises, called to perform work within twenty-four (24) hours from his/her regular start of such day of work, shall be paid for all time worked pursuant to such recall at his/her regular rate and will be guaranteed a minimum of four (4) hours at his/her regular rate.

## **ARTICLE 8 MEAL/REST PERIODS**

All employees covered by this agreement shall be permitted a thirty (30) minute rest break/meal period in the first four (4) hours of a normally scheduled shift and a second break of twenty (20) minutes in the second four (4) hours of the shift. An employee who is requested or required to work in excess of eight (8) hours in a day will be allowed an additional break of fifteen (15) minutes. If only 1/2 hour of overtime is anticipated, then employees will be able to decide whether to take a break or waive the break and continue working and complete the overtime work. Employees' scheduled meal period will be set forth

on a posted schedule, but all parties recognize that it may be necessary to alter the meal period schedule because of the needs of the business.

## **ARTICLE 9 SUPERVISORY WORK**

Supervisors, including temporary ones or other non-unit personnel shall not perform bargaining unit work except in such situations as instructing an employee, temporarily filling in when needed for relief, or to maintain the flow of work.

## **ARTICLE 10 HOLIDAYS**

**Section 1** Holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and a floating holiday.

**Section 2** As pay for an unworked holiday, employees will be paid at straight-time for the number of hours they would normally have worked on the day in question, but not to exceed eight (8) hours. If the holiday falls on a day which would normally have been such employee's scheduled day off, he/she shall be paid eight (8) hours at straight-time as pay for the unworked holiday.

**Section 3** When a holiday is worked, the employee shall be paid one and one-half times (1 1/2x) his/her normal hourly rate of pay, in addition to the holiday pay provided herein.

**Section 4** When one (1) of the above holidays falls on Saturday, such holiday shall be observed on either the preceding Friday or the following Monday, and when one (1) of the holidays falls on Sunday, that holiday shall be observed on the following Monday, or the employee shall be paid holiday pay.

**Section 5** Employees laid off for lack of work the week prior to a holiday week and recalled during the holiday week shall receive holiday pay.

**Section 6** A floating holiday may be scheduled by making a written request of the supervisor and having such approved in writing.

## **ARTICLE 11 FUNERAL LEAVE**

When a regular full-time employee is absent from work for the purpose of arranging for or attending the funeral of a member of the employee's immediate family, the Company will pay the employee for eight (8) hours at the employees regular rate of pay for each day of such absence up to a maximum of three (3) consecutive scheduled workdays, provided that:

- A.) The employee is on the active payroll on the date of the death of the member of the employee's immediate family; and
- B.) The employee notifies their supervisor of the purpose of their absence no later than the first day of such absence; and

- C.) Payment will be made for a day of absence only if such day is one of three (3) days either commencing with the day of such death or with the day of the funeral and is a day during which the gang in which the employee is employed did work and on which the employee would have worked had it not been for the absence. In case the death occurs during an employee's vacation, the employee will be compensated for lost time at a later date, within the next three (3) months; and
- D.) No payment will be made for any day of absence which is later than the day of such funeral, except where the employee attends a funeral at a location where the necessary time for travel extends the absence beyond the day of such funeral; and
- E.) The employee, when requested, furnishes proof satisfactory to the Company of the death, the employee's relationship to the deceased, the date of the funeral, and the employee's actual attendance at such funeral.
- F.) For purposes of this paragraph, a member of an immediate family means only the employees spouse, child, stepchildren, mother, father, sister, brother, mother-in-law, and father-in-law; and in addition, stepmother, stepfather, grandchildren, grandmother, and grandfather.
- G.) Employees who travel to distant locations to attend funerals of immediate family members as defined in Section 2 above will receive, in addition to the paid funeral days, excused absences without pay (not to exceed five (5) days) to travel to and from the funeral locations.

## **ARTICLE 12 INJURY ON THE JOB**

When an employee is injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care. If the doctor certifies that additional time off is necessary, the Company agrees to pay the employee for all scheduled hours lost for the next three (3) working days. With adequate notice, the Company will make every effort to schedule employees injured on the job to accommodate necessary medical care.

## **ARTICLE 13 DISCIPLINE AND DISCHARGE**

Employees shall be subject to discipline, suspension or discharge by the Employer- for various reasons including, but not limited to, and for illustrative purposes only, insubordination, dishonesty, theft, falsification of Company documents including employment applications, drunkenness, failure to meet job standards or qualifications, drug usage or consumption of alcohol while at work or working under the influence of alcohol or drugs, fighting, failure to observe safety rules or for other just cause. It is expressly understood and agreed that just cause for discharge or other discipline is by no means limited

to the reasons set out above. The grievance and arbitration provisions of this Agreement shall be the sole method of resolution of any dispute regarding any discipline under this Article.

## **ARTICLE 14 GRIEVANCE/ARBITRATION**

The provisions of this Article shall be the method to be followed by the Union and the employees in the adjustment or settlement of all grievances and disputes regarding the interpretation or application of this Agreement. All grievances shall be filed, processed and discussed outside normal working hours or at a time mutually agreeable to the Union and the Employer.

All matters of termination, alleged discrimination or employment tort shall be resolved in final and binding arbitration or by report to the Courts, but not both.

**Section 1** Grievances shall first be taken up between the employee or steward or Union Representative involved and the employee's supervisor or manager. This meeting may take place as soon as the grievance arises, however, the meeting shall not interfere with production. It is the intention of the Union and the Employer that every reasonable effort be made to settle grievances at this level. If the grievance is not resolved, the grievance shall be submitted to the Employer in writing within fifteen (15) days after the event occurred which gave rise to the grievance, or the grievant reasonably should have known it occurred. The grievance shall be deemed abandoned and waived, thus preventing an accumulation of grievances, if not submitted timely. All time limits herein are calendar days and may be extended by mutual written agreement. Grievance steps cannot be waived or skipped.

**Section 2** The written grievance shall be presented to the Plant Manager and contain the following:

- (a) Statement of the specific provisions of the Agreement alleged to be violated;
- (b) Date(s) on which the alleged violation occurred;
- (c) Brief description of violation that occurred;
- (d) Specific remedy sought;

The parties shall meet within five (5) days of the submission of the written grievance. If no satisfactory settlement is reached, then within ten (10) days of submission to the Plant Manager, the Union may submit such written grievance to the Company's Senior Management for resolution. The parties shall meet within five (5) days of submission to senior management.

If no satisfactory settlement is reached, then the Union may submit such written grievance to binding arbitration. Submission to arbitration shall occur within thirty (30) days of the decision by the Senior Manager, or it shall be deemed abandoned and waived.

### **Section 3**

- (a) Within ten (10) days after receipt of the submission to arbitration, the Employer's representative and the Union's representative shall jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service and the parties shall select there from one (1) arbitrator by alternately deleting names from the list until a last name remains, the parties drawing lots to determine who shall be entitled to the first list deletion. At least twenty-one (21) days prior to the date scheduled for Arbitration, the Union and Employer shall submit in writing to the other party the names of any witnesses and a list of any exhibits to be used in the pending arbitration.
- (b) The arbitrator selected in accordance with the above procedure shall decide the dispute and his decision shall be final and binding on the Employer and the Union, provided the arbitrator shall have no authority to add to, subtract from, supplement or modify this Agreement in any way.
- (c) The Company, in no event, shall be required to pay back wages for more than fifteen (15) calendar days prior to the date a written grievance is filed. All awards of back wages shall be limited to the amount of wages the employee would otherwise have earned less any unemployment compensation or any other compensation for his services that he may have received from any source during the period. If the employee was out of the labor market or failed to make diligent efforts to apply or look for work during unemployment, no back pay shall be awarded for that period of time.
- (d) The arbitrator shall not be empowered and shall have no jurisdiction to base his award on any alleged custom, practice or understanding which occurred prior to the effective date of this Agreement.
- (e) The arbitrator shall not be empowered to render a decision or award which grants relief extending beyond the termination date of this Agreement or to grant relief extending more than fifteen (15) days prior to the presentation of the grievance. In arbitrations which involve discipline for theft, or positive drug or alcohol test, as defined by the applicable substance abuse testing policy, the arbitrator's authority shall be limited solely to a determination of whether or not the employee actually committed the act or acts for which he was disciplined and the Employer's decision of the kind and degree of discipline shall not be disturbed. In all other cases of discipline, the decision of the Employer as to the specific discipline imposed shall not be overturned or modified absent a specific finding that the discipline imposed was unreasonable.
- (f) The arbitrator shall not be empowered to hear more than one (1) grievance at any time unless mutually agreed otherwise.
- (g) The arbitrator's decision or award shall be based solely on the evidence presented to the arbitrator by the respective parties or their counsel in the presence of each other, and the arguments presented in the written briefs of the parties.

**ARTICLE 15  
OTHER PROVISIONS**

**Section 1**      **Technological Changes**

In the event the Company introduces major technological changes that would have a substantial and direct affect on bargaining unit employees, the Company shall notify the Union thirty (30) days prior to the implementation of the changes or as soon as the decision is made to definitely make the changes, to bargain with the Union concerning the effects of the technological changes.

**Section 2**      **Guarantee**

The Company will provide each regular full-time employee at least thirty two (32) hours of pay at the employee's straight-time hourly rate during the workweek for a total of forty (40) weeks in a calendar year. Hours employees are absent for any reason will be deducted from such thirty two (32) hours. The Guarantee will also be reduced by eight (8) hours for each shift in which the plant is unable to operate because of storm, flood, fire, explosion, power failure, strikes, or boycotts by any labor union, or other unusual emergencies. The Company shall provide information to substantiate their position.

The guaranteed workweek shall apply only to those regular full-time employees who have completed sixty (60) calendar days of employment prior to the commencement of that payroll week.

**Section 3**

Employees displaced or recalled because of operations of the seniority provisions of this Agreement shall receive pay for only those hours worked in the week of such displacement or recall.

**Section 4**

Employees laid off for less than five (5) working days shall be entitled to guarantee pay in the week(s) of layoff and recall.

**ARTICLE 16**  
**CLOTHES/EQUIPMENT FURNISHED BY THE COMPANY**

**Section 1**      The Company shall furnish safety devices, which when furnished, must be worn as a condition of employment.

**Section 2**

- A) The Company shall furnish frocks, cotton gloves, rubber gloves, aprons, rubber sleeves, padlocks for employee lockers, wet suits, scabbards, knives, hooks, steels, where any of these are necessary. The company shall furnish other health and safety clothing and/or equipment as may become necessary during the term of this agreement. It is the Company's sole discretion to determine the need of such items.

- B) The Company shall provide black safety mats for all production lines.

**Section 3**

- A) The Company will periodically check the condition of all equipment furnished by the Company, and at its' own expense replace items which are no longer protective or worn out.
- B) Employees shall be responsible for lost or misplaced production or safety equipment.

**ARTICLE 17  
SEXUAL HARASSMENT**

The Company and the Union strongly oppose sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term on condition of employment.
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Inappropriate sexual conduct that could lead to a claim of sexual harassment is expressly prohibited by this policy. Such conduct includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mail.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for date.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

**ARTICLE 18  
EEO/SEXUAL HARASSMENT COMPLAINT PROCEDURE**

If any employee believes there has been a violation of the EEO policy or harassment based on the protected classes outlined above, including sexual harassment, the following complaint procedure shall be used. The Company expects employees to make a timely complaint to enable the Company to promptly investigate and correct any behavior that may be in violation of this policy.

Report the incident to the Human Resource Manager who will promptly investigate any report. Complaints will be kept as confidential as practicable.

If as a result of the investigation the Company determines that an employee's behavior is in violation of this policy, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment.

The Company and Union agree that there shall be no retaliation against an employee for filing a complaint under this policy or for assisting in a complaint investigation. If any employee believes they have been the subject of retaliation for making a complaint or participation in the investigation, the complaint procedure outlined above should be utilized. Any allegation of retaliation will be promptly investigated.

## **ARTICLE 19 EQUAL EMPLOYMENT OPPORTUNITY**

The Company and Union will comply with all laws preventing discrimination or harassment against any employee because of race, color, religion, sex, sexual orientation, national origin, age, disability or Veteran status. Harassment of any kind will not be tolerated at Colorado Premium.

This contract shall be administered in accordance with the applicable provisions of the Americans with Disabilities Act in that the Company will discuss accommodations with the Union prior to deciding on the appropriate accommodations.

In cases involving unlawful discrimination, employment tort, violations of public policy or federal or state statutes, the employee must use the Arbitration Policy procedures herein after exhaustion of the grievance procedure herein. All matters of termination, alleged discrimination, or employment tort shall be resolved in final and binding arbitration or by resort to the Courts, but not both.

## **ARTICLE 20 LEAVES OF ABSENCE**

**Section 1** FMLA. The Company will comply with the Family and Medical Leave Act ("FMLA"). Employees must exhaust any available paid leave before taking unpaid FMLA leave. Eligibility shall be determined on the basis of the fifty-two (52) week period prior to the commencement of the leave. Employees must make written application for FMLA leave thirty (30) days in advance, except in the case of an emergency where the employee must make written application at the employee's first opportunity. The employee must obtain and deliver to the employer a fully executed Physician's Certification form. The employee must comply with a requirement by the employer for periodic reports as to the employee's status and expected date of return to work. An employee taking FMLA for their own serious medical health condition may be required to successfully pass a fitness for duty test before being permitted to return to work. An eligible employee shall be entitled to a maximum of twelve (12) weeks of FMLA leave per year.

**Section 2** Medical Leave for those not eligible for FMLA is available for employees who have been employed more than six (6) months, who submit a statement from a physician outlining the reason the leave is needed and the estimated time for the leave and the employee receives written permission from the plant manager. All paid leave must be exhausted before using any unpaid leave. The term of any leave shall be for the medically necessary time but in no event more than twenty-four (24) months.

**Section 3** Military Leave. Full time employees are eligible for a military leave upon return will be re-employed in conformity with the applicable veteran's re-employment statute. Employees required to participate in National Guard or Military reserve summer encampment shall be granted a leave not to exceed two (2) weeks. The employee must make application for such leave at least two (2) weeks prior to the commencement of the leave.

**Section 4** Personal leaves of absence are not normally granted. However, if in the sole judgment of the Company, circumstances justify such a leave, an unpaid leave up to a maximum of thirty (30) days may be granted.

**Section 5** Union Leave. One employee shall be permitted up to six (6) months leave without pay for the purpose of attending to Union business. The employee must make application at least two weeks in advance for any such leave and must produce verification from the Union as to the reason for the leave and the length of the leave.

**Section 6** Failure to return from any leave when scheduled will result in termination.

## **ARTICLE 21 PLANT CLOSING**

The Company will notify the Union in writing as soon as practicable in advance of a complete planned closure of the plant that will involve the permanent layoff of bargaining unit employees. The Company and the Union will meet within fifteen \*(15) days after such written notice for the purpose of negotiating the effects of the closure on bargaining unit employees. In the event that the parties are unable to arrive at a satisfactory agreement, either party shall have the right to serve a sixty (60) day written notice to terminate this Agreement. The Union shall have the right to strike and the Company shall have the right to lockout at the end of the sixty (60) day period.

## **ARTICLE 22 COMPANY AND UNION RESPONSIBILITY**

**Section 1** During the term of this Agreement, there shall be no strike, stoppage, picketing, honoring of any picket line, slowdown, deliberate withholding of production or suspension of work on the part of the Union, its members, or any individual covered by this Agreement for any reason whatsoever. In the event of a breach of this provision, the Union shall immediately declare publicly that such action is unauthorized and shall promptly order its members to resume their normal duties notwithstanding the existence of any picket line. The Union further agrees that it will in no way interfere with the business of the Company by sanctioning or conducting a boycott on the handling of goods procured from a source or destined to a point where a labor controversy or dispute may exist.

**Section 2** The Company agrees that neither it nor its representatives will put into effect any lockout during the term of this Agreement.

**Section 3** The Company will not enter into any agreement on an individual basis with any employee.

## **ARTICLE 23 ATTENDANCE POLICY**

Timely attendance at work is crucial to making the business run smoothly and meet production requirements to satisfy the Company's customer demands. Employees need to assist in achieving this goal. One way is to maintain a good attendance record. Any absence or tardiness becomes a part of the employee's employment record.

**Section 1** Employees are expected to be at their work stations on time. Tardiness is defined as being late at the work station at the start of the scheduled work time. Employees should also notify the appropriate person when you know you may be late for work. Being tardy for work, absent or leaving the job station before quitting time will be considered cause for discipline.

**Section 2** All absences are defined as unexcused absences until an employee provides documentation to support an excused absence. The Employer has the right to determine if documentation submitted by employee is sufficient to warrant an excused absence. Absences will be reset on employee anniversary date following twelve months of continuous employment. The rules for how absences will be counted (following 6 month probationary period) are as follows:

- An unscheduled absence for at least one-half the workday will be counted as one occurrence.
- 3 occurrences in one year will result a verbal warning
- 4 occurrences in one year will result a written warning
- 5 occurrences in one year will result in a one day suspension without pay
- 6 occurrences in one year will result in termination
- 3 tardies are equal one absence and the above procedure applies (tardies are defined as not being at the workstation at the daily schedule time and/or leaving work prior to shift ending)
- Occurrences will go to zero and start over on each anniversary date of employment.

**Section 3** In the event that an employee is unable to come to work, he or she must call in fifteen minutes prior to the shift starting and let the appropriate person know so that arrangements for other help can be made. A separate line for call ins has been established and that number will be provided to all employees.

Vacation days must be scheduled at least 2 weeks in advance except in cases of emergency.

Pre-scheduled medical/professional appointments (lawyers, clergy, counselors, etc.) or other compelling reasons, with prior supervisory approval, may also be considered as excused absences.

The first occasion of a no call no show will result in a written warning. The second occasion of a no call no show in a twelve month period will result in a suspension. The third occasion of a no call no show within a twelve month period will result in termination. The absence of three or more consecutive scheduled working days without notifying the appropriate person will be considered as a voluntary termination, and you will be removed from the payroll.

**Section 4** The Employer may require documentation of authorized reasons for absence, such as sick leave or jury duty, and may also verify the documentation where appropriate. Should an employee submit false documentation for an absence, the Employer has the right to immediately terminate the employee.

**Section 5** The facility must continue to operate during periods of bad weather. Thus, the need for employees to report to work in bad weather is of paramount importance. Employees are expected to make every effort to report for work. If an employee does not report for work when scheduled during a weather emergency, the employee will be considered absent.

## **ARTICLE 24 INSPECTIONS**

The Employer reserves the right to conduct searches of any employee, automobile, any package, purse, backpack, or similar item or Employer owned property, without notice, while on Company property. Any employee who refuses to submit to a search will be subject to disciplinary action up to and including discharge.

## **ARTICLE 25 PAYDAY**

The normal payday is Friday of each week. If the payday falls on a holiday, the payday will be the last regularly scheduled day prior to the holiday.

## **ARTICLE 26 FOOD SAFETY**

All employees must comply with the Company's rules, regulations and policies concerning food safety, hazard analysis, critical control points, sanitation standards and operations procedures.

## **ARTICLE 27 UNION STEWARD**

**Section 1** The Company agrees to schedule the Stewards three (3) days off, without pay, to attend the Union's Annual Stewards' Conference. Such days shall be unscheduled days of

work. It is expressly understood and agreed that the Stewards will be scheduled their normal hours during such week.

**Section 2** Employees' Right to Union Representation. In all interviews, interrogations, or meetings where it is the Company's intent to take disciplinary action, or at the point during a meeting when it is determined that disciplinary action will be taken, employees shall have the right to Union representation of their choice who is immediately available at the premises of the Company and will be given an opportunity to obtain Union representation.

## **ARTICLE 28 BULLETIN BOARD**

The Company shall provide a bulletin board of a size acceptable to the Employer. It shall be the obligation of the Union to maintain the bulletin board for the posting of legitimate Union notices (grievances, arbitrations, victories, meetings, union events, union activities) which shall not be of a political character provided the Employer has not engaged in activities of a political nature. The Employer reserves the right to remove any posting from the bulletin board that it does not believe to be appropriate. Whenever a posting is removed, the Union steward shall be informed of the nature of the posting removed and the reason for the removal. The Union reserves the right to file a grievance and pursue the same to arbitration.

## **ARTICLE 29 STEWARDS**

A steward shall be a working employee appointed by the Union. There shall be a limit of one (1) steward per shift. The Employer and Union agree that stewards may bring timely grievances to the attention of management during lunch, breaks, before or after work unless agreed otherwise. The Union shall notify the Employer of the appointment and identity of the steward. In no event shall the Employer discriminate against a steward or lay him off or discharge him on account of any action taken by the proper performance of his Union duties. No steward shall investigate or process a grievance during working time unless it is mutually agreed by both parties, except for issues which need immediate attention (e.g., safety, to comply with Weingarten rights).

## **ARTICLE 30 UNION VISITATION**

Authorized representatives of the Union shall have access to the Employer's premises for the purpose of investigating and processing grievances, provided there is no interference with the work of the employees during such visit. In this connection, the Union agrees to furnish the Company with the names of its authorized representatives for the purpose of this Article and only those persons shall be given access to the Employer's premises.

**NOTE:** The above language shall be in effect for one (1) year. In the event of problems, the parties shall meet to discuss language which addresses the same.

## **ARTICLE 31 VACATION**

**Section 1** All employees covered by this Agreement and have been in the continuous service of the Company for a period of one (1) year shall be entitled to the following:

1 year	1 week
3 years	2 weeks
10 years or more	3 weeks

Note: An employee may take one (1) week of vacation, one (1) day at a time, at his/her discretion as long as the same is not in conflict with a previously scheduled vacation and the immediate supervisor has been given two (2) weeks notice. Weekly vacation requests will take preference over daily requests if a conflict arises.

**Section 2** If a recognized holiday falls within an employee's vacation on a regularly scheduled work day, pay for the day is charged to holiday and not to vacation, provided the employee is eligible for holiday pay. The employee's vacation shall be extended by one day.

**Section 3** The Company will post a notice December first (1st) of the prior calendar year, and the employees will sign the roster as to their choice of vacation time. This list will remain posted for selection until January thirty-first (31st) of each calendar year. Any employee who fails to sign such roster prior to January thirty-first (31st) will be able to submit a written request for time off to his/her supervisor at least two (2) weeks notice before the requested time off.

**Section 4** If an employee is on a scheduled vacation and he/she becomes ill, has a death in the family, or is called for jury duty, etc., the employee's vacation will be reassigned.

## **ARTICLE 32 RETIREMENT PROGRAM**

**Section 1** Effective upon ratification, the Company will offer a 401K plan. Such plan will include a Company matching contribution of one-hundred percent (100%) of the first (1st) three percent (3%) of the employee's voluntary contribution and fifty percent (50%) of the next two percent (2%) employee's voluntary contribution.

## **ARTICLE 33 PREMIUM PAY**

**Section 1** A premium of twenty-five cents (\$.25) per hour shall be paid for all work performed between the hours of 3:00 PM and 12:00 AM.

## **ARTICLE 34 MEDIAL, VISION, DENTAL AND DISABILITY**

**Section 1** The Company shall continue to offer the same medical plan and offer the plan on the same economic basis as was in effect at the time of entry into this agreement.

## **ARTICLE 35**

## SAVING CLAUSE

If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement. In such event, the parties will meet to negotiate the term or provision and its impact on the bargaining unit.

## ARTICLE 36 DISCHARGE

If any employee has been suspended, demoted, and/or dismissed without just and sufficient cause, they may file a grievance under the grievance and arbitration provisions of this Agreement.

## ARTICLE 37 WAGE RATE CLASSIFICATION

**Section 1** When the Company establishes a new classification, combines or separates the duties of existing classifications or substantially changes the work content of an existing classification, it will notify the Union and establish an hourly rate for the classification.

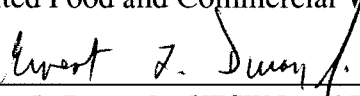
**Section 2** The test of fairness of the Company's rate determination is whether it is line with the existing rate structure of other jobs in the department, giving proper consideration to the job content and skill involved.

**ARTICLE 38  
TERM OF AGREEMENT**

**Section 1** This Agreement shall be effective beginning March 24, 2009, and shall remain in full force and effect until midnight, March 25, 2012. Either party may, on or before sixty (60) days prior to the expiration date of this contract, give notice to terminate the Agreement. If such notice is not given, the Agreement shall renew itself for successive one (1) year periods until notice is given. Such notice shall be given by registered or certified mail.

Dated this 3rd day of August, 2009.

United Food and Commercial Workers, Local 7

  
Ernest L. Duran, Jr., UFCW Local 7 President

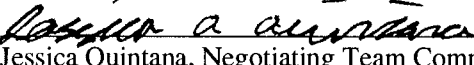
  
Fernando Rodriguez, UFCW Local 7 Director

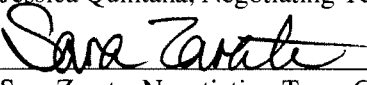
  
Elizabeth Rodriguez, UFCW Local 7 Union Representative


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Juan C. Gonzalez, UFCW Local 7 Union Representative

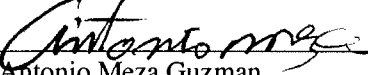
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Angela Alvear, UFCW Local 7 Union Representative

  
Steve Williams

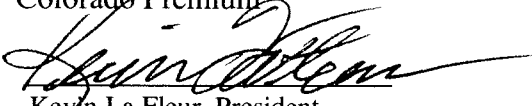
  
Jessica Quintana, Negotiating Team Committee

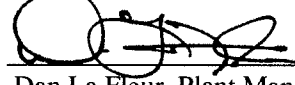
  
Sara Zarate, Negotiating Team Committee

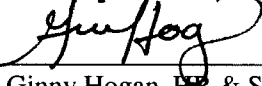
  
Cynthia Guzman, Negotiating Team Committee

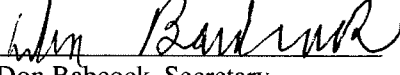
  
Antonio Meza Guzman

Colorado Premium

  
Kevin La Fleur, President

  
Dan La Fleur, Plant Manager

  
Ginny Hogan, HR & Safety Director

  
Don Babcock, Secretary

**APPENDIX A  
WAGES**

Effective March \_\_, 2009, the minimum start rate and the wage progression shall be as follows:

	Skill Level 1	Skill Level 2	Skill Level 3
<b>Start Rate:</b>	\$8.50	\$9.25	\$10.25
<b>After 30 Days</b>	\$8.75	\$9.50	\$10.50
<b>After 90 Days</b>	\$9.00	\$9.75	\$10.75
<b>After 6 mo.</b>	\$9.25	\$10.00	\$11.00
<b>After 1yr</b>	\$9.50	\$10.25	\$11.25

Effective March \_\_, 2010, the base rate will be increased by \$.25 per hour.

Effective March \_\_, 2011, the base rate will be increased by \$.25 per hour.

Skill Level I (sanova, packaging, baggers, trim sorting, table feeders, night clean-up, office clean-up, leaker check and boxers.)

Skill Level 2 (secondary muscle trimmers, cry-o-vac operator, multivac operator (feeders), pallet jack drivers, brine tank operator, scale tech, injection operator and whizzard knife.)

Skill Level 3 (primary muscle separation, forklift driver, machine maintenance and upkeep, injector monitor.)

The rates of pay include compensation for time spent changing into and out of work clothes, including safety clothing and/or equipment.

No employee shall suffer a reduction in wages as a result of this Agreement.

**APPENDIX B  
WELLNESS DAYS**

- A. Each employee who has completed six (6) months of employment without an occurrence as defined in the Attendance Policy shall earn one (1) wellness day.
  
- B. Employees may accumulate up to twelve (12) wellness days. Wellness days may be scheduled and utilized in the same manner as personal holidays or to compensate for time lost due to verifiable absences for illness and requested time off for subpoenas and court hearings which would be paid during the week in which the absence occurred.