

6888

R10-90



**MEAT PLANT**

**1989 - 1993**

**AGREEMENT**

**BETWEEN**

**The Kroger Company**

**AND**

**United Food & Commercial  
Workers Union  
Local 278**

Roanoke, Virginia

9/93

I N D E X

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL #278  
ROANOKE MEAT PLANT

(SUPPLEMENT TO PRINCIPAL AGREEMENT)

ARTICLE 1.	INTENT AND PURPOSE	1
ARTICLE 2.	COVERAGE	1
ARTICLE 3.	TECHNOLOGICAL CHANGE	1
ARTICLE 4.	SHOP CONDITION	1
ARTICLE 5.	MANAGEMENT RIGHTS	2
ARTICLE 6.	DISPUTE PROCEDURE	3
ARTICLE 7.	NO STRIKE, NO LOCKOUT	4
ARTICLE 8.	AUTOMATION AND MECHANIZATION	4
ARTICLE 9.	OTHER AGREEMENTS	4
ARTICLE 10.	OTHER WORK	4
ARTICLE 11.	WAGES	5
ARTICLE 12.	EMPLOYEE DEFINITION	5
ARTICLE 13.	WORKING CONDITIONS	5
ARTICLE 14.	HOLIDAYS	8
ARTICLE 15.	SENIORITY	9
ARTICLE 16.	VACATIONS	11
ARTICLE 17.	LEAVE OF ABSENCE	13
ARTICLE 18.	JURY DUTY	15
ARTICLE 19.	GENERAL	15
ARTICLE 20.	UNION COOPERATION	15
ARTICLE 21.	SEPARABILITY	16
ARTICLE 22.	SHOP STEWARDS	16
ARTICLE 23.	PENSION	17
ARTICLE 24.	INSURANCE	18
ARTICLE 25.	EXPIRATION	22
	SCHEDULE "A" - MEAT PLANT WAGES	

TERM: September 10, 1989 through September 11, 1993

SUPPLEMENT AGREEMENT TO THE PRINCIPAL RETAIL  
CONTRACT (Va., W.Va., Tenn., and Kentucky)  
COVERING CENTRAL MEAT CUTTING PLANT

AGREEMENT

This Agreement has been entered into between The Kroger Co. of Roanoke, Virginia, hereinafter designated as the Employer, and the United Food and Commercial Workers, Local Union #278, AFL-CIO, hereinafter designated as the Union.

ARTICLE 1.                    INTENT AND PURPOSE

The Employer and the Union each represents that the purpose of the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

ARTICLE 2.                    COVERAGE

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the meat plant of the Employer at Roanoke, Virginia.

ARTICLE 3.                    TECHNOLOGICAL CHANGE

In the event that the Employer contemplates the introduction of major technological changes affecting bargaining unit work, advance notice of such change will be given to the Union in writing. If requested to do so, the Employer will meet the Union to discuss the implementation of such changes before putting such changes into effect.

ARTICLE 4.                    SHOP CONDITION

4.1                    The Employer reserves the right to secure new employees from any source whatsoever. During the first sixty (60) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer.

4.2 If an when an agency shop becomes legal, the parties agree to meet and discuss same.

4.3 The following Shop Condition shall be effective if and when legal under State or Federal law:

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. For the purpose of this paragraph, the execution date of this Agreement shall be considered its effective date.

4.4 The Employer agrees to deduct Union initiation fees as authorized and shall deduct Union dues from the pay each week of employees who are members of the Union and remit such deductions to Local Union #278 each week, provided, however, that the Union present to the Employer, voluntary signed authorization from the employees to cover such deductions.

4.5 The Company agrees to honor and to transmit to the Union contribution deductions to the United Food and Commercial Workers International Union Active Ballot Club from employees who are union members and who signed deduction authorization cards. The deductions shall be in the amounts and with the frequency specified on the Political Contribution Deduction Authorization cards. The Union will notify the Employer by September 1 each year of those who elect this checkoff.

4.6 Once each period, the Employer will notify the Union, in writing, of all employees hired, reinstated, or transferred into this bargaining unit within the previous period showing name, home address, store, social security number, employee work number, and job classification.

#### ARTICLE 5.

#### MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to plan, direct and control plant operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to

study or introduce new or improved production methods or facilities, and the right to establish and maintain rules and regulations covering the operation of the plant, a violation of which shall be among the causes for discharge, are vested in the Employer, provided, however, that this right shall be exercised with due regard for the rights of the employees and provided further that it will not be used for the purpose of discrimination against any employee.

ARTICLE 6.

DISPUTE PROCEDURE

6.1 Should any differences, disputes, or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

- Step 1. By conference between the aggrieved employee, the Shop Steward or both, and the foreman.
- Step 2. By conference between representatives of the Union, the Shop Steward, the Plant Manager, and the aggrieved employee if the Local Union so requests.
- Step 3. In the event the last step fails to settle the complaint, it may be referred to arbitration.

6.2 The parties shall, within ten (10) days of disagreement, request from the Director of the Federal Mediation and Conciliation Service a panel of fifteen (15) arbitrators from which an arbitrator shall be chosen by the alternate striking of names. The decision of the arbitrator shall be binding on both parties and expenses of the arbitrator shall be paid for jointly.

6.3 The Employer may at any time discharge any employee for proper cause. If the Union concludes after investigation that the discharge was improper, the Union must file a written complaint with the Employer within seven (7) calendar days. Any such written complaint must be discussed as specified in the procedure outlined in Article 6.1 above.

6.4 The Plant Manager shall grant to any accredited Union official access to the plant at any time that the plant is open for business, for the purpose of satisfying himself that the terms of this Agreement are being complied with. It is understood, however, that the Union official will, upon entering the plant, make his presence known to the Plant Manager.

6.5 Grievances must be presented within fourteen (14) days of the occurrence. After Step 1 has taken place, the grievance will be reduced to writing if it has not been resolved in Step 1. A Step 2 meeting will be scheduled to review the written grievance within fourteen (14) days of the Step 1 meeting.

ARTICLE 7. NO STRIKE, NO LOCKOUT

During the term hereof, the Union agrees that there shall be no strike or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout. Nothing contained herein, however, shall compel any employee to walk through a legal labor picket line set up as a part of a duly authorized strike and legally called strike against the Employer. It is understood, however, that employees shall complete the work at hand and properly account for money, merchandise and other property in their custody which belongs to the Employer. In the event a picket line, strike or work stoppage by any organization other than Local #278 occurs, at least forty-eight (48) hours notice will be given by Local #278 if they honor or sanction said picket line, strike or work stoppage.

ARTICLE 8. AUTOMATION AND MECHANIZATION

Full-time employees whose jobs are abolished as a result of automation or mechanization and who are not retained in employment, shall, in addition to such other pay as they may be due, receive separation pay of one (1) week's pay unless they are given one (1) week's notice.

ARTICLE 9. OTHER AGREEMENTS

The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 10. OTHER WORK

10.1 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 or she shall receive the higher rate for each fraction of hours worked. (Example: One (1) hour and ten (10) minutes - two (2) hours at higher rate.)

10.2 At no time shall a supervisor be permitted to work on any jobs that come under jurisdiction of Local #278, except to instruct, test, or in cases of emergency.

ARTICLE 11. WAGES

11.1 Hourly rates of pay and pay schedules as set forth in Wage Schedule "A" attached hereto, shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked.

11.2 After a meat trainee has completed eighteen (18) months of full-time service, he or she may, if they feel that they are qualified to perform meat cutter duties, request a meat cutting test, subject to the approval of the Employer and the Union. If the employee qualifies, he or she shall be classified as a meat cutter. If the employee fails to qualify, he or she may request another test at the end of six (6) months following the first test.

11.3 Meat Plant employees who regularly work a night shift, will have their night shift premium used in calculating their vacation pay.

ARTICLE 12. EMPLOYEE DEFINITION

Any employee that works forty (40) hours per week for twelve (12) consecutive weeks shall be considered to be a full-time employee and entitled to the wages and working conditions of a full-time employee. To disqualify, employees who work less than forty (40) hours per week for twelve (12) consecutive weeks shall be considered as part-time employees. Vacation weeks and approved bona fide leaves of absence will not be considered in the computation. In holiday weeks, the time paid but not worked, for the holiday itself, will be considered as time worked for this computation.

ARTICLE 13. WORKING CONDITIONS

13.1 The hours for each employee shall be scheduled by the Employer. A work schedule for the succeeding week for full-time employees and part-time employees who work regularly shall be posted by 1:00 p.m. Friday of the current week. (The night shift schedule shall be posted on Thursday evening.) The schedule for full-time employees shall not be changed during the workweek except in cases where the employee is absent, late, or in the case of fire, flood, strike, civil riots, Acts of God or circumstances beyond the reasonable control

of the Employer. The schedule for part-time employees may be changed by notification to the employee prior to reporting for his or her scheduled work time.

13.2 Full-time employees will be guaranteed forty (40) hours of work per week except in cases where the employee is absent, late for work, or in case of fire, flood, strike, civil riots, Acts of God or other circumstances beyond the reasonable control of the Employer.

13.3 The workweek shall be worked in not more than five (5) days. However, it is understood that in holiday weeks, employees may be required to work on their day off and will be paid for such work as provided in Article 14.6.

13.4 All work in excess of the workweek as specified in paragraph 13.2 above, shall be paid for at time and one-half (1½).

13.5 All work in excess of eight (8) hours per day except two (2) days per week in excess of ten (10) hours per day shall be paid for at time and one-half (1½).

13.6 Time and one-half (1½) shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

13.7 If full-time employees are required to work outside of their schedule, they shall not be required to take time off that week in order to avoid overtime.

13.8 There shall be no split shift schedule for employees.

13.9 Employees shall be allowed one-half (½) hour off without pay for lunch.

13.10 Any uniform deemed necessary by the Employer for its employees shall be furnished by the Employer. The Employer will furnish to Maintenance employees the same number of work clothes given per week to Warehouse Maintenance employees. The Employer will furnish rubber boots and rubber gloves to saniters.

13.11 Employees who are instructed to report for work shall be guaranteed at least four (4) hours work.

13.12 Employees shall receive a fifteen (15) minute rest period for each half shift worked. An additional break will be given after eight and one-half (8½) hours worked.

13.13 Where machines such as meat grinders, saws, cubing machines, etc., are equipped with guards or other protective devices for the protection of employees, such guards or other protective devices must be used. Failure to do so may result in disciplinary action.

13.14 First Aid Kits and all tools of the trade will be furnished by the Employer.

13.15 The Employer and the Union agree that a proven violation of time clock rules, including working before punching in or after punching out may subject an employee to disciplinary action up to and including discharge.

13.16 A night premium of thirty-five cents (35¢) per hour will be paid for work performed between 6:00 p.m. and 6:00 a.m. This is separate from and in addition to basic rate. (See Article 11.3)

13.17 Overtime hours in any work center will be worked by employees on the posted schedule for the work center affected. Any additional hours needed will be offered to the most qualified employees outside the work center. If no senior employees desire overtime hours, then the least senior employees from the other work centers with the same classification will be required to stay for production needs.

13.18 An employee who is absent from work for three (3) consecutive working days without notifying the plant manager and not having a bona fide excuse will be considered to have voluntarily quit.

#### ARTICLE 14.

#### HOLIDAYS

14.1 For employees hired prior to November 3, 1989, time and one-half (1½) shall be paid for work between 6:00 p.m. on the day before any of the holidays set forth below and 6:00 p.m. the day of the holiday. There will be no pyramiding of premium pay, and any hours paid for at premium pay will not be counted in computing overtime. The following shall be observed as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or days observed in lieu thereof. During a week in which one of the above holidays occur, full-time employees shall receive eight (8) hours straight-time pay in addition to wages earned unless absent the last workday before the holiday or the first workday following the holiday. If absence is caused by proven illness or it is authorized by management, such employee will receive the holiday pay provided he worked any part of the holiday week. If an employee takes a vacation during a holiday week, he shall receive

an additional eight (8) hours pay in lieu of the holiday, unless due to business conditions, the Employer chooses to grant another day off.

14.2 Three (3) personal holidays will be given under the provisions provided for holidays in paragraph 14.1 at a time mutually agreeable to the Employer and employee.

14.3 With the paycheck received in the week before Christmas, eligible full-time employees will receive an additional eight (8) hours straight-time pay in lieu of holiday time off.

14.4 A full-time employee who is working less than forty (40) hours per week shall receive holiday pay for the job rate worked that week. The number of hours paid will be the average number of hours worked in the four (4) weeks immediately preceding the week in which the holiday falls divided by five (5).

14.5 A part-time employee with sixty (60) or more days of continuous service who is scheduled to work in a week in which one of the holidays mentioned in Article 14.1 above occurs and who reports for work and works as scheduled in such week, shall be paid four (4) hours holiday pay for such holiday.

14.6 Overtime in a holiday week in which one of the paid holidays mentioned in Article 14.1 above occurs shall be paid at time and one-half (1½) after thirty-two (32) hours (for employees hired after September 24, 1989, change thirty-two (32) hours to forty (40) hours) actually worked.

14.7 Employees eligible for vacation will receive an additional day's pay with their first week of vacation pay.

14.8 Employees hired since April 24, 1983 shall not be eligible for the holidays listed in Article 14.2 and Article 14.7 above.

#### ARTICLE 15.

#### SENIORITY

15.1 In layoffs and rehiring, the principle of seniority shall apply. Seniority shall be determined on the length of service of the employee, with regard to his experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor. In the matter of promotions or transfers from one type of work to the other, the Employer shall have the right to exercise his final judgment after giving due regard to seniority. Agreed upon seniority lists shall be established and maintained, and such records shall be available to the Union at all times.

15.2 Seniority shall be considered broken if an employee is justly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than one (1) year or if he is called back to work after a layoff and does not report for work within one (1) week.

15.3 It is agreed between the parties that the "Maintenance Department" shall be considered separate and apart from the other seniority groups listed below and that any other provision of this Agreement notwithstanding, there shall be no other application of seniority, nor bumping into or out of the "Maintenance Department."

15.4 In addition to the Maintenance Department, there shall be seven (7) other seniority classifications as follows:

- 1) Meat Cutter Processor (Journeyman)
- 2) Meat Material Handler - Days
- 3) Meat Material Handler - Nights
- 4) Ground Beef Processor
- 5) Sanitors
- 6) Part-time Employees
- 7) Wrapper and Packer

15.5 In the event of layoffs in the Meat Plant, such layoffs will be by job classifications listed above, with the employee(s) so affected having the right to bump the lowest seniority employee in the plant; senior employees who do not have work experience in the duties of less senior employees in other classifications, but have the overall seniority to bump the junior employees, will be allowed bumping rights into the classifications of the less senior employees in accordance with production needs for the classification per scheduled workweek.

15.6 Senior employees with experience in the classification to which they are bumping, and senior employees who have no experience, but are exercising their bumping rights as stated above, must perform satisfactorily in the classification into which they are bumping. Senior employees with experience will be evaluated after an instructional period. Employees who have no previous experience in the classification into which they are bumping will be given instruction, training, and evaluation. In the event that any employee who exercises bumping rights, as stated above, does not perform satisfactorily, the Company will notify the employee and the Union. Final evaluation of the employee's performance will occur no sooner than the tenth (10th) working day after the employee has worked on the new job unless a shorter time is agreed upon by the Union. If this situation occurs, the employee will not be able to exercise bumping rights into the classification where he performed unsatisfactorily until such time as the job requirements

of that classification are substantially changed; however, the employee would maintain eligibility for bumping into other classifications.

15.7 In the event of layoffs, a schedule and bump sheet will be posted by 11:00 a.m. on Thursday. Employees who want to exercise bumping rights must sign the bump sheet by 8:45 a.m. on Friday. Bumps will be completed and the final schedule posted by 1:00 p.m. Friday. Recalls for work within the scheduled week will be by senior qualified employees in that classification. Employees signing the bump sheet must work the schedule of the employee that has been displaced for the entire week.

15.8 Employees transferring to the Meat Plant from the stores will maintain their length of service with the Employer for contract and Employer benefits determined thereby.

15.9 Employees desiring to transfer from the stores to the Meat Plant will make their wishes known to the Employer and such employees so transferred will have their seniority transferred to the Meat Plant. Said employees will maintain their seniority for a probationary period of sixty (60) days under the stores contract in which period they may transfer back to the stores with full seniority rights, provided, however, an employee so transferring from the stores to the Meat Plant and remaining in the plant will, at the end of the sixty (60) day probationary period, relinquish all seniority rights in the stores and be placed on the Meat Plant seniority list, with it being further agreed that should the Meat Plant operation be discontinued, employees who had transferred to the plant from the stores would have their seniority date in the stores returned for application under the stores contract. Effective August 28, 1983, there will be no further transfers from the stores to the Meat Plant.

15.10 Reduced full-time employees will have seniority over part-time employees.

15.11 New jobs or job vacancies will be posted for bid. Such bid will be posted for three (3) days and awarded to the senior employee bidding provided the employee has the qualification and ability to perform the work.

15.111 The bid will be awarded within seven (7) days, and the employee will be given a trial period not to exceed ten (10) working days in which period the employee may be disqualified or the employee may disqualify himself.

15.112 Vacancies resulting from vacations and leaves of absence will not be posted for bid.

15.2 If an employee in this bargaining unit is promoted to a position outside of the bargaining unit, he or she will retain seniority in the bargaining unit for a maximum of six (6) months but will not accumulate seniority while not in the bargaining unit.

ARTICLE 16.

VACATIONS

16.1 Once a vacation selection has been agreed to and scheduled, it shall be changed only by mutual agreement between the employee and the Employer, except in cases of emergency beyond the control of the Employer. No week shall be eliminated from the vacation schedule.

16.2 A full-time employee will be eligible for a one (1) week vacation as of the first anniversary of his beginning date of continuous full-time service provided he has completed one (1) year of continuous full-time service as of that date.

16.21 After qualifying for the first one (1) week vacation, a full-time employee who has completed one (1) year of continuous full-time service (but less than three (3) years) prior to January 1 is eligible for a one (1) week vacation as of January 1.

16.22 A full-time employee will become eligible for a second week of vacation as of the third anniversary of his beginning date of continuous full-time service provided he has completed three (3) years of continuous full-time service as of that date.

16.23 After qualifying for the first two (2) weeks vacation, a full-time employee who has completed three (3) years of continuous full-time service prior to January 1 is eligible for a two (2) week vacation as of January 1.

16.24 Employees with seven (7) or more years of continuous service shall receive three (3) weeks vacation; employees with thirteen (13) or more years of continuous service shall receive four (4) weeks vacation, and employees with eighteen (18) or more years of service shall receive five (5) weeks of vacation with pay.

16.3 Employees who are status 1 (forty (40) hour employees) as of January 1, will receive forty (40) hours vacation that year no matter whether they go up or down in status during that year. All other employees will be entitled to vacation under the same general rules as for a status 1 employee except that vacation will be figured on the number of straight-time hours worked in the vacation qualifying year divided by

fifty-two (52). The qualifying date for all vacation purposes of any employee who subsequently, and without a break in his employment, qualifies as a status 1 employee shall be the date from which his service has been counted for part-time vacation purposes rather than the date he qualified as a status 1 employee. His vacation for the year in which he is reclassified to status 1 shall be figured on average straight-time hours worked during such year. Conversely, when a full-time employee is reclassified to part-time his vacation for the year in which he is classified shall be figured on average straight-time hours worked during such year.

16.4 By mutual agreement between the employee and the Employer, employees who make known their interest prior to taking their vacation, may be permitted to receive "pay" (straight-time) in lieu of "time off", for all weeks of vacation earned in excess of two (2).

16.51 Employees will be paid their straight-time earnings for their basic workweek.

16.52 Vacation pay will be paid in advance.

16.61 Vacations must be scheduled in the calendar year except that where necessary, vacations which fall due in the 12th or 13th periods may be carried over to the first period of the next year.

16.62 If an employee qualified for a one (1) week vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the year, the employee may take the first week early or wait and take both weeks together.

Choice of vacation dates will be granted on the basis of seniority, except that the Company reserves the right to grant vacations to any employee when their absence will least affect the operation. Employees must choose vacation by March 1, otherwise they forfeit the privilege of choice by seniority.

16.7 If an employee who has not taken the vacation which he has earned by reason of his service leaves (regardless of whether he gives notice), goes into military service or is separated for any reason other than confessed dishonesty, he shall receive his vacation pay at the time of leaving.

16.8 Leaves totaling 90 days or less in any calendar year shall not affect vacation earned in that year; leaves totaling more than 90 days but not over 180 days shall

reduce vacation and vacation pay by one-fourth ( $\frac{1}{4}$ ); leaves totaling more than 180 days but not over 270 days shall reduce vacation and vacation pay by one-half ( $\frac{1}{2}$ ); leaves totaling more than 270 days shall disqualify for vacation.

16.9 Vacations for employees with one (1) year or more of continuous service who return to Kroger employment from military leave within ninety (90) days after discharge from the armed services, shall be as follows:

16.91 Continuous service as an employee included time on military leave of absence.

16.92 Those who return to Kroger service and thereafter work for ninety (90) days or more before the end of the year are eligible for vacation in that year based on their length of continuous service as defined above.

16.93 Those who do not return early enough in the year to be employed ninety (90) days are not eligible for a vacation in that year, but are eligible for a vacation in the next calendar year upon completion of ninety (90) days of employment following their return from military leave of absence.

#### ARTICLE 17.

#### LEAVE OF ABSENCE

17.1 Union Business: The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided the Employer is given at least fourteen (14) days notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year.

17.2 Sickness or Injury: A leave of absence because of sickness or injury not to exceed ninety (90) days shall be granted to an employee upon written request supported by medical evidence. Extensions will be granted up to ninety (90) days at a time for a cumulative total of 455 days, if requested and granted in writing supported by proper medical evidence prior to each expiration.

17.31 Military Leave: Any employee who enlists or is inducted into military service shall be returned to his job and retain his seniority under the provisions of the Federal Selective Training Act.

17.32 Employees full or part-time who serve in the National Guard or Military Reserve Units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit in which they serve. Such employee shall give the Employer two (2) weeks prior notice.

17.4 Personal Leave: An employee who has had one (1) year of continuous service may be granted leave of absence of up to sixty (60) days for an urgent or compelling reason, but not for the purpose of engaging in gainful employment elsewhere.

17.5 Funeral Leave: In case of a death in the immediate family of an employee who has completed the probationary period of thirty (30) days (part-time employees six (6) months), they shall be paid for a reasonable period of absence, depending upon the circumstances, but not to exceed three (3) days, provided the employee attends the funeral. In no case shall the pay for the week exceed the normal week's pay. Employee's family shall mean spouse, parents, step-parents, child, step-child, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren or any relative residing with the employee.

17.6 Any employee desiring a leave of absence shall secure written permission from the Employer with a copy to the Union, the length of absence to be agreed by the Employer and the employee. The length of leave shall be commensurate with the need. Failure to comply with this provision shall result in the complete loss of seniority of the employee involved.

17.7 Time spent on leave of absence will not be counted as time worked for the purpose of wage computation or other benefits and will not result in loss of seniority. Failure to report back to work at the end of a leave of absence shall result in employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union.

17.8 The Employer shall have the right in connection with sickness, where a bona fide question exists, to require the employee to obtain a physical examination from an Employer selected physician at the Employer's expense.

17.9 The Employer agrees that any member of the Union employed by the Employer during the period of this Agreement who is elected to permanent office in the Union or to any Union activity necessitating a leave of absence shall be granted a leave of absence and shall, at the end of the term in the first instance or at the end of this mission in the second instance, be

given re-employment at his former wage rate (seniority permitting) plus any increase or less any reduction that may have become effective during his absence. This paragraph shall be limited to one (1) employee from the stores and/or one (1) employee from the meat plant. Such leave will automatically renew for three (3) years unless notification is sent by such employee in writing to cancel the leave.

ARTICLE 18.

JURY DUTY

In case an employee is known to have served on any duly constituted jury, he shall be paid for hours necessarily absent from work less jury fees. Such pay shall not exceed the pay for his normal workweek.

ARTICLE 19.

GENERAL

19.1 The Employer shall display in each plant and in a prominent place, the Union Store Card and Decal as furnished by the Union and agrees to surrender same upon demand from the Union.

19.2 The Employer will make available a bulletin board or an appropriate space for the Union to post notices or bulletins concerning administrative affairs of the Union. Notices, other than meetings, shall be first approved by the Plant Manager.

19.3 If the Employer requires an employee to take a physical examination, the Employer will pay for such examination.

19.4 The use of personal pronouns of the male gender herein is for grammatical purpose only and that all Articles and Sections apply equally to persons of either gender.

ARTICLE 20.

UNION COOPERATION

20.1 The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer. A copy of all rules and regulations will be furnished to the Union.

20.2 The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the plant, and in caring for equipment and machinery.

20.3 The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

20.4 The Union recognizes the need for improved methods and output in the interest of the employees and the business, and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.

20.5 The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

ARTICLE 21.

SEPARABILITY

Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be null and void and the parties will negotiate to replace said void part with a valid provision.

ARTICLE 22.

SHOP STEWARDS

22.1 The Union shall have the right to designate a day, night, and "fab" line steward for the plant. It is understood that the Shop Steward so designated shall be a full-time employee and shall be the last to be laid off in the plant where he or she is employed, provided that he or she is capable of performing the available work. The Union shall furnish to the Employer the name of the Shop Steward which shall be amended from time to time as may be necessary. The Shop Steward may act for the Union in the collection of dues from Union members and in explaining the functions and status of the Union to employees.

22.2 Lengthy discussions between employees and representatives of the Union, including the Shop Steward, or among themselves concerning disputes, shall not take place during working hours.

22.3 There shall be no discrimination against any employee because of Union membership. The Employer further agrees that there shall be no discrimination against any Shop Steward as a result of the performance of his responsibilities.

22.4 In the interest of promoting cooperative relations, the Plant Manager will introduce each new employee in the plant to the Union Shop Steward within one (1) week after the new employee reports to work. At this meeting, which shall take place during working hours, the Shop Stewards shall give the new employee a copy of the contract and shall explain its operations. The Shop Stewards may answer any questions the new employee asks, may request the new employee to join the Union and may make arrangements for the new employee to become a member.

ARTICLE 23.                    PENSION

23.1 The Employer shall pay one hundred nine dollars and forty cents (\$109.40) per month for employees who work an average of thirty-two (32) hours or more per week for four (4) consecutive weeks immediately preceding the first day of any month into the United Food and Commercial Workers Union and Industry Pension Fund, which is a jointly administered Employer-Union Pension Fund.

23.2 The jointly administered Employer-Union Pension Fund shall be administered by an equal number of Trustees representing the Employer and an equal number of Trustees representing the Union. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto; said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income therefrom shall be paid out of the Pension Fund.

23.3 Said Pension Plan and the Trust Agreement establishing the Pension Fund has been submitted to the United States Treasury Department for the approvals and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Section 401, et. seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

23.4 A copy of the Trust Agreement and any amendments thereto shall be made a part hereof, as herein at length set forth ... Trust Agreement and Pension Plan shall in all respects comply with all applicable legal requirements.

23.5 Contributions for new full-time employees will not be paid until the first of the month following a full thirty (30) days of employment.

23.6 In case of compensable injuries, the Employer will make contributions for three (3) months including the month in which the injury occurred.

ARTICLE 24.

INSURANCE

24.1

Plan 300

A. Effective September 1, 1989 (hours worked in September and payable in October, 1989) monthly full-time and part-time contributions shall be effective in lieu of the cents per hour rate in the prior Agreement. Agreed to contribution rates are as follows:

9/1/89:	Full-time - \$172.82 per month Part-time - \$ 82.23 per month
10/1/90:	Full-time - maximum of 14 $\frac{1}{2}$ MOB up to a maximum of \$197.02 per month Part-time - maximum of 14 $\frac{1}{2}$ MOB up to a maximum of \$92.09 per month
10/1/91:	Full-time - maximum of 14 $\frac{1}{2}$ MOB up to a maximum of \$224.60 per month Part-time - maximum of 14 $\frac{1}{2}$ MOB up to a maximum of \$99.64 per month
10/1/92:	Full-time - maximum of 14 $\frac{1}{2}$ MOB up to a maximum of \$256.04 per month Part-time - maximum of 14 $\frac{1}{2}$ MOB up to a maximum of \$107.42 per month

B. The monthly contributions as listed above will be made by the following prescribed method. In months having four (4) weeks, a full-time contribution will be made for all employees who work one hundred twenty-eight (128) hours. Likewise, in months having five (5) weeks, a full-time contribution will be made for all employees who work one hundred sixty (160) hours in that month.

Conversely, employees who work less than one hundred twenty-eight (128) hours in a month having four (4) weeks, a part-time contribution will be made. Also in months having five (5) weeks and employees who work less than one hundred sixty (160) hours, a part-time contribution will be made.

The above contributions will be made on behalf of all eligible employees to Plan 300. Such contributions will be made to Carolina-Virginia United Food and Commercial Workers and Subscribing Employers Health and Welfare Fund or any successor created by merger or consolidation, and shall be made on or before the twentieth (20th) day of each month for the preceding calendar month. Upon payment of the contributions, the Employer will report to the Union and the Trust Fund all hours paid all employees for which contributions were required during the preceding calendar month. In accordance with the foregoing

method of determining contributions payable, such report will be made in a manner prescribed by the Trustees. The contributions provided for in this section shall be for the purpose of providing such benefits for eligible employees as are determined from time to time by the Trustees of the aforesaid Trust Fund pursuant to the terms of a Trust Agreement and Declaration of Trust known as the Carolina-Virginia United Food and Commercial Workers and Subscribing Employers Health and Welfare Fund. This shall constitute the Employer's acceptance of the Agreement and Declaration of Trust and any amendments thereof.

In addition, the parties have agreed that employees on the payroll on November 3, 1989 who are in Plan 87 will be placed in this Plan 300 upon completion of twenty-four (24) months participation in Plan 87.

C. In order to facilitate the proper functioning of the Health and Welfare Plan herein, and to insure that contributions are being made for all covered employees in accordance with the provisions of the bargaining agreement, the Employer hereby agrees to the necessary examination of those records, appropriate to the functioning of the Trust and as deemed necessary by a certified public accountant, or by any other qualified party to be mutually agreed to by the parties hereto.

#### 24.2

#### Plan 200

A. Effective January 1, 1990, this new Plan 200 shall become applicable for employees after they have completed two (2) years of participation in Plan 87 and replaces Plan 300 for employees not yet in Plan 300.

Monthly contribution rates are as follows:

Full-time - \$130.00 per month  
Part-time - \$ 60.00 per month

A maximum of a ten percent (10%) increase in order to maintain benefits may be effective January 1, 1991 and January 1, 1992.

B. The monthly contributions as listed above will be made by the following prescribed method. In months having four (4) weeks, a full-time contribution will be made for all employees who work one hundred forty-four (144) hours. Likewise, in months having five (5) weeks, a full-time contribution will be made for all employees who work one hundred eighty (180) hours in that month.

Conversely, for employees who work less than one hundred forty-four (144) hours in a month having four (4)

weeks, a part-time contribution will be made. Also in months having five (5) weeks for employees who work less than one hundred eighty (180) hours, a part-time contribution will be made.

An employee who has been receiving full-time benefits in Plan 87 shall be eligible for full-time benefits in Plan 200 under the thirty-two (32) hour eligibility rule as is stated in Plan 87.

In the case of part-time employees, the term "part-time employee" shall mean an employee (excluding Courtesy Clerks) who has not become eligible as in the above paragraph but who has completed two (2) years of participation in Plan 87.

24.3 Plan 87

A. Employees hired after November 17, 1986 (other than Courtesy Clerks) will receive health and welfare benefits provided they meet the following requirements:

- (1) The term "eligible employee" shall mean an employee who has worked an average of thirty-two (32) hours per week for a period of twelve (12) consecutive calendar weeks (384 hours). Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the twelve (12) consecutive calendar weeks (384 hours) and such date shall hereinafter be referred to as his eligibility date.
- (2) In the case of part-time employees, the term "eligible employee" shall mean an employee who has not become eligible in (1) above, but who has worked at least six (6) months (employees hired after November 3, 1989 must have worked at least twelve (12) months). Such an employee becomes eligible for health and welfare benefits in the month in which a contribution is made in his behalf. Such date shall hereinafter be referred to as his eligibility date.

B. Contributions based on the eligibility of an employee will be as follows:

- (1) Effective on the first day of the calendar month immediately following completion of the twelve (12) consecutive calendar weeks (384 hours), the Employer shall contribute the sum of eighty-eight dollars (\$88.00) per month for each eligible employee.
- (2) The contribution rate shall be twenty-five dollars (\$25.00) per month for each eligible part-time employee.

- (3) Effective October 1, 1990, October 1, 1991 and October 1, 1992, the contributions may be increased a maximum of ten percent (10%) in order to maintain benefits.

C. Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following:

- (1) Layoff or leave of absence of ninety (90) calendar days or more except as otherwise provided below.
- (2) The employee's ceasing to be an eligible employee due to his failure to work an average of thirty-two (32) hours or more per week for twelve (12) consecutive calendar weeks (384 hours), or in the case of a part-time employee, due to his failure to work in the month immediately preceding the first of any month except in accordance with (1) above. For the purpose of this paragraph, an eligible employee who is on an approved leave of absence of two (2) weeks or less or on military leave of absence of two (2) weeks or less shall be credited with hours he would normally have worked on such week or weeks.

D. The Employer will resume the monthly health and welfare contribution the month following that month in which an employee returns to work following an absence due to illness, injury, or any authorized leave of absence provided for in this Agreement, when contributions have been suspended as provided for under paragraph C above, provided that the employee had been qualified for health and welfare contributions at the time the absence commenced.

E. Following twenty-four (24) months of contributions under this "Plan 87", the eligible employee will be transferred to Plan 200 outlined in paragraph 25.2 of the Agreement effective with the twenty-fifth month.

24.4 Contributions shall be made to the Carolina-Virginia United Food and Commercial Workers and Employer's Health Benefit Fund by the twentieth (20th) day of each month for the preceding calendar month. The contributions provided for in this Article shall be for the purpose of providing such benefits for eligible employees as are determined from time to time by the Trustees of the aforesaid Trust Fund pursuant to the terms of a Trust Agreement. This shall constitute the Employer's acceptance of the Agreement and Declaration of Trust and any amendments thereof.

In order to facilitate the proper functioning of the health and welfare plan herein, and to insure that contributions are being made for all covered employees in accordance with the provisions of the bargaining agreement, the Employer hereby agrees to the necessary examination of those

records, appropriate to the functioning of the Trust and as deemed necessary by a certified public accountant, or by any other qualified party to be mutually agreed to by the parties hereto.

24.5 The Trustees of the Funds shall determine the amounts of increases necessary on the appropriate effective dates in order to maintain the benefits in each Plan. Any increases necessary will be conveyed to the Employer, in writing, at least ninety (90) days prior to the effective date.

24.6 Effective January 1, 1990, employees who are covered by Plan 300 may, on or after January 1, 1990, voluntarily elect to switch their coverage from Plan 300 to Plan 200 with written notification to the Company. Effective with the switch to Plan 200, the employee will receive an additional twenty cents (20¢) per hour on their rate of pay. An employee may exercise this option only once.

ARTICLE 25.

EXPIRATION

This Agreement shall continue in effect from September 10, 1989 through September 11, 1993 and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date or any anniversary date thereafter of a desire of termination of or changes in the Agreement.

IN WITNESS WHEREOF the said parties have caused duplicate copies hereof to be executed by their duly authorized officers this 24<sup>th</sup> day of May, 1990.

FOR THE UNION:

FOR THE EMPLOYER:

Ann Mason  
Howard George  
Margaret E. Long

Victor D. Hann/csc  
Stanley Koehler  
Ray W. Roberts

SCHEDULE "A" - WAGES

MEAT PLANT

FOR EMPLOYEES ON THE PAYROLL AS OF AUGUST 27, 1983:

	<u>9/10/89</u>	<u>9/9/90</u>	<u>9/8/91</u>	<u>9/7/92</u>
<u>Meat Cutter &amp; Processor</u>	\$10.94	\$11.04	\$11.19	\$11.49
<u>Part-time Meat Cutter &amp; Processor</u>	9.17	9.27	9.42	9.72
<u>Meat &amp; Material Handler</u>	10.13	10.23	10.38	10.68
<u>Part-time Material Handler</u>	5.65	5.95	6.10	6.40
<u>Wrapper &amp; Packer</u>	9.70	9.80	9.95	10.25
<u>Sanitor/Washing Machine Operator/ Whizzer Knife Operator</u>	9.57	9.67	9.82	10.12
<u>Maintenance A</u>	11.45	11.55	11.70	12.00
<u>Ground Beef Processor</u>	10.54	10.64	10.79	11.09

SCHEDULE "A" - WAGES

MEAT PLANT

FOR EMPLOYEES HIRED AFTER AUGUST 27, 1983:

	<u>9/10/89</u>	<u>9/9/90</u>	<u>9/8/91</u>	<u>9/7/92</u>
<u>Meat Cutter Processor</u>				
Start	\$ 7.66	\$ 7.73	\$ 7.83	\$ 8.04
After 1 year	8.75	8.83	8.95	9.19
After 2 years	9.85	9.94	10.07	10.34
After 3 years	10.94	11.04	11.19	11.49
<u>Meat Material Handler</u>				
Start	7.09	7.16	7.27	7.48
After 1 year	8.10	8.18	8.30	8.54
After 2 years	9.12	9.21	9.34	9.61
After 3 years	10.13	10.23	10.38	10.68
<u>Wrapper &amp; Packer</u>				
Start	6.79	6.86	6.96	7.17
After 1 year	7.76	7.84	7.98	8.20
After 2 years	8.73	8.82	8.95	9.22
After 3 years	9.70	9.80	9.95	10.25
<u>Sanitor/Washing Machine Operator/ Whiz Knife Operator</u>				
Start	6.70	6.77	6.87	7.08
After 1 year	7.66	7.74	7.86	8.10
After 2 years	8.61	8.70	8.84	9.11
After 3 years	9.57	9.67	9.82	10.12
<u>Maintenance A</u>				
Start	8.01	8.08	8.19	8.40
After 1 year	9.16	9.24	9.36	9.60
After 2 years	10.30	10.39	10.53	10.80
After 3 years	11.45	11.55	11.70	12.00
<u>Ground Beef Processor</u>				
Start	7.38	7.45	7.55	7.76
After 1 year	8.43	8.51	8.63	8.87
After 2 years	9.49	9.58	9.71	9.98
After 3 years	10.54	10.64	10.79	11.09
<u>Part-time Sanitor/ Sausage Processor/ Material Handler/ Wrapper Packer</u>				
	5.75	5.75	5.75	5.75

MISCELLANEOUS NOTES

1. In the event the meat fabrication should be reinstated, the parties agree to meet and negotiate appropriate rates.
2. It is also agreed that for those employees working on the dock, and using the knife for the trimming of incoming beef, that such employees doing the work will also be paid the Ground Beef Processor rate per hour for the time spent doing that work.
3. It has been agreed between the parties that with respect to part-time categories and rates in this Agreement, that the number of employees so classified and paid is limited to twenty percent (20%) of the total meat plant work force; but that such part-time limitation is in addition to that number of employees who, on date of ratification, were receiving full-time rates and working part-time hours.
4. When the Employer feels that it is necessary to appoint a leadman, the person appointed will receive a rate of twenty cents (20C) per hour more than the rate of the highest job in the group in which he or she leads.
5. In the event of a bump, the bumping employee will not receive a higher rate of pay than what he was making on his old job. He will receive the rate of pay for the new job which is closest to his old rate unless it is part-time in which case he will be paid the part-time rate.
6. Part-time employees hired after April 23, 1983 shall be limited to work not more than thirty (30) hours Sunday through Saturday.

August 31, 1983

Mr. Michael Earman, President  
United Food and Commercial Workers  
Union Local 278  
1401 Peters Creek Road  
Roanoke, VA 24017

Dear Mr. Earman:

This letter will confirm our understanding reached during negotiations concerning the Meat Plant on the following issues:

1. The Employer will work with the Union to agree on a satisfactory method to insure that employees start the day with sharp knives.
2. It is understood that the Employer will review the work schedule of the night shift personnel at the Meat Plant for the week in which the Christmas holiday falls in order to determine whether or not in conjunction with production needs of the Company, that changes can be accomplished which would allow a more favorable work schedule for this shift. It is understood that this will be initiated around Thanksgiving time each year.
3. When the Employer determines that it is necessary to fill a position on a temporary basis which has been vacated due to vacation and/or extended absence due to illness, the Employer will assign such work to the most senior qualified employee desiring the work provided it means an upgrade.
4. It is understood by the parties that quality assurance clerks will use power equipment only in the movement of product to test areas after the product has been received and checked in by bargaining unit employees. Initial slotting of product will be by bargaining unit employees.
5. The breaksaw dropman and the movement of pallets of product away from packaging line when power equipment is involved, will be in the material handler classification.

Sincerely,

*Walter B. Blake*  
WALTER B. BLAKE  
Director - Labor Relations

FOR THE UNION:

*Michael Earman*



1401 PETERS CREEK ROAD, N. W.  
ROANOKE, VIRGINIA 24017  
(703) 366-8858