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**Union** BCTGM (Bakery, Confectionery, Tobacco Workers and Grain Millers International Union) AFL-CIO  
**Local** Locals 282G, 283G, 284G, & 290G

Occupations Represented
Food processing occupations

**Bargaining Agency** The Amalgamated Sugar Company LLC

**Agency industrial classification (NAICS):**

31-33 (Manufacturing)

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### Notes

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**Full text contract begins on following page.**

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AGREEMENT

Between

THE AMALGAMATED SUGAR COMPANY LLC

and

BAKERY, CONFECTIONERY, TOBACCO WORKERS and

GRAIN MILLERS INTERNATIONAL UNION

LOCAL UNIONS

Nos. 282G, 283G, 284G, & 290G

Affiliated with the AFL-CIO

TERM OF AGREEMENT

AUGUST 1, 2000 TO July 31, 2004

TABLE OF CONTENTS

PAGE

NO.

PREAMBLE 1

ARTICLE 1

RECOGNITION

1

1.1 Unions as Bargaining Agent

1

1.2 Union Recognition

1

1.3 Collective Bargaining

1

1.4 Employees Excluded

1

1.5 Work Covered

2

1.6 Contracting Out Work	2
ARTICLE 2	
DEFINITIONS	2
2.1 Immediate Supervisor	2
2.2 Campaign Work	2
2.3 Inter-Campaign Work	3
2.4 Year Round Employee (Regular Employee)	3
2.5 Work Day and Work Week	3
ARTICLE 3	
HOURS WORKED AND LUNCH PERIODS	3
3.1 Campaign Work Schedule	3
3.2 Office and Warehouse Workers Schedule	3
3.3 End of Campaign	4
3.4 Watchman	4
3.5 Travel Time	4

3.6 Split Shifts	4
3.7 Lunch Periods	4
(a) Inter-Campaign	4
(b) Campaign	4
(c) Overtime	4
(d) Factory Office Lunch Periods	5
ARTICLE 4	
OVERTIME	5
4.1 Overtime Pay	5
4.2 Computation of Overtime	5
4.3 Emergency Overtime	6
4.4 Pyramiding of Overtime	6
ARTICLE 5	
WAGES	6
5.1 Classifications	6

5.2 Overtime Rate	6
5.3 Minimum Rate	6
5.4 Reporting Pay	6
5.5 Call-Back Minimum	6
5.6 Juice Campaign	7
5.7 Extraordinary Risk Pay	7
5.8 HAZMAT Team	7
5.9 Machine Operators/Senior Agricultural Mechanics	7
5.10 Agricultural Electrician, Welder, and Machinist	8
5.11 No Reduction of Benefits	8
ARTICLE 6	
HOLIDAYS	8
6.1 Recognized Holidays	8
6.2 Holidays in Inter-Campaign Season	8
(a) Holidays Worked	

	8
(b) Holidays Not Worked	
	8
(c) Holidays During Vacation	
	9
(d) When Recognized	
	9
6.3 Holidays in Campaign Season	
	9
(a) Holidays Worked	
	9
(b) Holidays Not Worked	
	9
(c) Qualifying for 6.3(a) & 6.3(b)	
	9
(d) When Recognized	
	9
(e) Holiday Option	
	9
6.4 Holiday Rate	
	9
ARTICLE 7	
VACATIONS	
	10
7.1 Qualifying for Vacations	
	10
7.2 Vacation Accrual Rate	
	10

7.3 Vacation Period and Limitation	10
7.4 Carry-Over Vacation	10
7.5 Conflicting Vacations	10
7.6 Vacation Pay	11
7.7 Termination Vacation Pay	11
7.8 Vacation Counts Toward Benefits	11
ARTICLE 8	
SICK LEAVE	11
8.1 Days Accumulated	11
8.2 Effective Date	11
8.3 Benefit Rate	11
8.4 Verification of Illness	11
8.5 Workmen's Compensation Cases	12
8.6 Limitations	12
8.7 Termination of Benefits	

	12
8.8 Sick Leave Counts Towards Benefits	12
	12
8.9 Perfect Attendance Bonus	13
	13
ARTICLE 9	
RETIREMENT PLAN	
	13
9.1 Continuation of Plan	13
	13
9.2 Release of Information	13
	13
9.3 Eligibility	13
	13
9.4 Application For	13
	13
9.5 Withdrawal of Contributions	13
	13
9.6 Union Representatives	13
	13
9.7 Continuation of Contributions	13
	13
9.8 Included in Agreement	13
	13
ARTICLE 10	
GROUP INSURANCE PLANS	
	14
10.1 Continuation of Plan	

	14
10.2 Eligibility	
	14
10.3 Included in Agreement	
	14
10.4 Medicare Supplement	
	15
ARTICLE 11	
FILLING OF VACANCIES, TRANSFERS,	
PROMOTIONS, LAYOFFS, AND REHIRES	
	15
11.1 Temporary Transfers	
	15
11.2 Promotions, Lay-offs, & Rehires	
	15
11.3 Qualifying for Rate	
	17
11.4 Inter-Campaign Job Posting	
	17
11.5 Campaign Job Posting	
	18
11.6 Posting and Filling Period	
	18
11.7 Inter-Plant Transfers	
	18
11.8 Notice of Layoff	
	18
11.9 Campaign Job Security	

	18
11.10 Company Reply to Promotion Application	
	18
11.11 Training Position	
	18
11.12 The Americans With Disabilities Act	
	19
ARTICLE 12	
UNION SECURITY	
	19
12.1 Hiring	
	19
12.2 Union Shop	
	19
12.3 Application for Membership	
	19
12.4 Union Dues Check-Off	
	19
12.5 Membership Denial	
	19
12.6 Union to Notify	
	19
12.7 Company to Notify	
	20
12.8 Right to Work	
	20
12.9 Union Right to Discuss	
	20

12.10 Nondiscrimination	20
ARTICLE 13	
SENIORITY	20
13.1 Seniority - How Lost	20
13.2 Campaign Seniority - How Lost	20
13.3 Seniority Lists	21
ARTICLE 14	
DISCIPLINE AND DISCHARGE	21
14.1 Right to Discharge or Discipline	21
14.2 Incident Report Form	21
ARTICLE 15	
EMPLOYEE REPRESENTATION	21
15.1 Stewards	21
15.2 Employees' Committee	21
15.3 Grievance Procedure	21
15.4 Arbitration Procedure	

	22
15.5 Employee Representation	
	22
ARTICLE 16	
STRIKES & LOCKOUTS	
	22
ARTICLE 17	
SEVERANCE PAY	
	23
17.1 Severance Pay Granted	
	23
17.2 Benefits Allowed	
	23
ARTICLE 18	
MISCELLANEOUS	
	23
18.1 Bulletin Board	
	23
18.2 Union Affairs	
	23
18.3 Safety Committee	
	23
18.4 Legislation	
	24
18.5 Labor Safety Devices	
	24
18.6 Jury Duty	
	24

18.7 Funeral Leave	25
18.8 Unreported Absences	25
18.9 Summer Meetings	25
18.10 Broken Tools	25
18.11 Military Service	25
18.12 Leaves of Absence	25
18.13 Time Off Without Pay	26
18.14 Equal Employment Opportunity	26
18.15 Temporary Closing of Plant	27
18.16 Grandfather Clause and Red Circled Rates	27
18.17 Masculine Gender	27
18.18 Union Label	27
18.19 Volunteers	27
18.20 Perfect Attendance	27

18.21 Employee Retirement Savings Plan (401k)	
	27
(a) Continuation of Plan	
	27
(b) Release of Information	
	27
(c) Eligibility	
	28
(d) Application for	
	28
(e) Included in Agreement	
	28
18.22 Testing	
	28
Welding Tests	
	28
18.22.1 Demonstrating Mechanical Helper 3rd Class Skills	
	28
18.22.2 Warehouse Employees	
	29
18.23 Licensing	
	30
18.24 Nepotism	
	30
18.25 Crisis Management	
	31
18.26 Acquisition	
	31

ARTICLE 19	
WAGE CLASSIFICATIONS	31
ARTICLE 20	
TERM OF AGREEMENT	31
Term of Agreement	31
In Witness Whereof	31
-----	
Base Wage Rates	
(a) By Rate	32
(b) Alphabetical	37
(c) Factory Office Workers	41
Notes	42
Term of Contract	42
Exhibit A - Shift Schedules	43
Alphabetical Index	51
Signature Page	56

## AGREEMENT

### PREAMBLE

This Agreement made and entered into the 1st day of August, 2000, by and between The Amalgamated Sugar Company LLC, hereinafter called the "Employer" or "Company" and each of the following local unions at the following local plants of the Company:

Local No. 282G, Paul, Idaho

Local No. 283G, Twin Falls, Idaho

Local No. 284G, Nampa, Idaho

Local No. 290G, Nyssa, Oregon

hereinafter called the "Union" or "Unions" each local being affiliated with the Bakery, Confectionery, Tobacco Workers and Grain Millers International Union (AFL-CIO) whose address is 10401 Connecticut Avenue, Kensington, MD 20895-3961.

### ARTICLE 1

#### RECOGNITION

1.1 UNIONS AS BARGAINING AGENTS: The Employer recognizes the right of its employees to organize for the purpose of collective bargaining through representatives of their own choosing.

1.2 UNION RECOGNITION: Satisfactory evidence has been submitted by the Unions to the Employer that more than a majority of the employees now employed at the respective factories at Paul, Idaho; Twin Falls, Idaho; Nampa, Idaho; and Nyssa, Oregon, have associated themselves together in local Unions and have designated such Unions to represent them.

1.3 COLLECTIVE BARGAINING: The employer has recognized the said Unions for the purpose of collective bargaining in respect to all conditions of employment for the employees of the respective plants.

1.4 EMPLOYEES EXCLUDED: All employees of the Employer's plants at Paul, Twin Falls, Nampa, and Nyssa and factory offices at Paul, Twin Falls, and Nampa, and Agricultural Repair Shops at Burley, Mountain Home, Twin Falls, and American Falls shall be included under the terms of this Agreement with the following exceptions: Plant Managers (Superintendents), Technical Assistants, Shift Supervisors (Assistant Superintendents), Plant Facility Managers (Master Mechanics), Shift Mechanical Supervisors (Assistant Master Mechanics), Control Systems Supervisors, District Agricultural Managers, Fieldmen, Agricultural Maintenance Repair Supervisors, Beet Receiving Station Operators and workers, Factory Accounting Managers and Assistants, Plant Manager's Clerks and Assistant Clerks, Nyssa Factory Office Employees (except Accounts Payable and Purchasing Clerk), Chief Chemists and Factory Chemists, Sugar Warehouse Supervisors and Assistant Supervisors, Storeroom Supervisors and Buyers, Safety Director and District Safety Managers, Engineers and Draftsmen, District Personnel Managers and Clerks, Worker Compensation Employees, Research Employees and all others excluded under

law and those excluded under Paragraph 1.6 of this Article.

**1.5 WORK COVERED:** All work performed by employees hereinafter set forth in Paragraph 1.4 of this Article shall be covered by this Agreement. Insofar as practical, all work performed within the factory grounds, including maintenance of equipment at receiving stations and agricultural shops, except for emergencies, shall be performed by employees covered by this Agreement. Supervisors will be allowed to work with their crews in a supervisory or instructional capacity.

**1.6 CONTRACTING OUT WORK:** It is understood that situations may arise wherein it is necessary to employ temporary employees or to contract out work when:

- (a) Employees are not qualified by reason of lack of skill or experience to do the work required, or
- (b) The necessary tools or equipment are not available at the locations, or
- (c) Such work cannot be completed by employees within required time limits.

When it is found necessary to contract out work on the Factory grounds, in the Factory offices or maintenance of equipment at receiving stations or agricultural shops, except for emergencies or minor repairs, the Company will meet with the local Union Committee and advise them of the reasons prior to the time such work is contracted out. In such situations the work and the employees performing it are exempt from the Agreement, provided, however, that such skilled labor shall, so far as practical and when not prohibited by law, be members of the AFL-CIO organizations having jurisdiction.

## ARTICLE 2

### DEFINITIONS

**2.1 IMMEDIATE SUPERVISOR:** A salaried person excluded from the Bargaining Unit under Article 1 who has direct supervisory responsibility for the Employee.

**2.2 CAMPAIGN WORK:** Campaign work for each factory district means the work performed during the period starting with the beginning of the first twenty-four (24) hour period during which beets are sliced and ending with the close of the beet campaign and the work outside the beet campaign which is performed during two (2) or more shifts per day or seven (7) days per week. Employees assigned to a shift in an operation working two (2) or more shifts per day, such as the sugar warehouse, or to work which is being performed seven (7) days per week, such as sugar making, the separator, or the sugar warehouse, will work Campaign work rules. An employee working under Campaign work rules during week days will work Campaign rules during the weekend and an employee working under Inter-Campaign work rules during week days will work Inter-Campaign rules during the weekend.

**2.3 INTER-CAMPAIGN WORK:**

- (a) Inter-Campaign work means for each factory district the work which is not Campaign work as defined above. Maintenance and repair (M&R) work and

plant improvement (PI) work performed during the Inter-Campaign period will be done under Inter-Campaign work rules.

(b) Any employee performing Inter-Campaign work who is assigned to replace or fill-in for an employee performing Campaign work, and working to the end of the shift, shall work Campaign work rules during that period and all other employees on Inter-Campaign work who are temporarily assigned to Campaign work will continue on Inter-Campaign work rules.

**2.4 YEAR ROUND EMPLOYEE (REGULAR EMPLOYEE):** A Year Round Employee is an employee who shall have: (i) worked 1806 hours (1688 if hired before August 1, 1993) or more of the normal scheduled employee work hours, including scheduled overtime during the universal work week and compensated holidays, during the twelve (12) month period beginning with the employee's hire or latest rehire date, or (ii) after August 14, 1996, been hired as or promoted to a year round position in a Technical B or higher job classification or assigned to and after qualifying for a maintenance position requiring Mechanical Helper 3rd Class or higher skills.

**2.5 WORK DAY AND WORK WEEK:** The work week shall mean the period of seven (7) consecutive days, commencing at 8:00 a.m. on Monday and ending at 8:00 a.m. the following Monday. The normal work day shall commence at 8:00 a.m. and extend until 8:00 a.m. the following day. When it is desirable to work different hours than specified in Paragraph 2.5, the Union will be notified. Mutually agreed upon schedules between Union and Company will be acceptable and may include waiving the provisions of Paragraph 4.1 regarding payment of overtime for working in excess of eight (8) hours in one day but not forty (40) hours in one week.

The Federal Uniform Time Act will govern the work schedule and pay when changing to and from daylight savings time.

### ARTICLE 3

#### HOURS WORKED AND LUNCH PERIODS

**3.1 CAMPAIGN WORK SCHEDULE:** During the Campaign period, employees on jobs which are required by the Company to be filled on a twenty-four (24) hours per day or seven days per week basis, shall be assigned to one of the four rotating shift schedules as set forth in Exhibit A. Employees who normally are scheduled to work forty (40) hours per week or less during the Campaign will not be affected by this provision. They will follow the Inter-Campaign schedule and rules, but will be utilized when necessary to do Campaign work.

#### 3.2 OFFICE AND WAREHOUSE WORKERS SCHEDULE:

(a) The Office Workers will be on an Inter-Campaign schedule and rules year round, Monday through Friday - 40 hours per week. Mutually agreed upon Office Worker's schedules between Union and Company will be acceptable in relation to Office needs. They normally will not be scheduled to work holidays. Holidays during Campaign will be observed as follows:

(1) If a holiday falls on Sunday, the following Monday will be recognized as the holiday,

(2) If the holiday falls on Saturday, the preceding Friday will be recognized as the holiday.

(b) Employees on jobs in the Sugar Warehouse which are required by the Company to be filled on a twenty-four (24) hour per day or seven day per week basis, shall work under Campaign rules. Those employees not so assigned will follow the Inter-Campaign Schedule and Rules, but will be utilized when necessary on the Sugar Warehouse Work Schedule or when overtime is necessary.

3.3 END OF CAMPAIGN: Regular Employees working on the third shift at the close of Campaign when transferring to the day shift shall be offered as many days work as are offered to either of the other shifts. However, they may be called back to work after eight (8) hours off to work an eight (8) hour shift, but will be given at least twelve (12) hours off before their next regular day shift.

3.4 WATCHMEN: During Campaign and Inter-Campaign periods, Watchmen will be entitled to time and one half (1-1/2) for hours worked in excess of forty (40) hours in a work week commencing on Monday at 8:00 a.m. and ending the following Monday morning at 8:00 a.m. or for work performed in excess of eight (8) hours in any one day. It is understood that Watchmen will not receive double time for work on Sundays, but will receive double time and one-half (2-1/2) on holidays worked during Inter-Campaign.

3.5 TRAVEL TIME: For the purpose of determining hours worked by an employee who is required to work at a point distant from his headquarters factory, it is provided that the time required to travel to and from the point of work shall be considered hours worked. It is further provided that in the event any such employee lives nearer to the designated point of work than to his headquarters factory, he shall report for work at the designated point of work at the regular shift time and shall complete the regular shift without allowance for travel time. An employee who lives nearer to his headquarters factory than to the designated point of work shall report at his factory at the beginning of his regular shift and travel from and to the headquarters factory, leaving the designated point in time to arrive at headquarters factory at close of shift.

3.6 SPLIT SHIFTS: When an employee is required to work a split shift, one of the work periods will normally be a minimum of eight (8) hours duration.

3.7 LUNCH PERIODS:

(a) INTER-CAMPAIGN: Employees performing Inter-Campaign work shall be given thirty (30) minutes for lunch.

(b) CAMPAIGN: Employees performing Campaign work, except the office employees, will eat lunch on Company time.

(c) OVERTIME: When an employee is required to work four (4) or more hours beyond his normal work schedule without prior notification, he will be allowed a reasonable time off, with pay, for lunch during the first four (4) hours of the overtime period. The Company will furnish such employees with a hot meal, when possible, six (6) hours after the employee's last meal or approximately ten (10) hours after the start of his regular shift.

(d) FACTORY OFFICE LUNCH PERIODS: The Factory Offices and Pulp Scale Houses will be closed from 12:00 noon to 12:30 p.m. to allow office employees a half (½) hour lunch period.

## ARTICLE 4

### OVERTIME

#### 4.1 OVERTIME PAY:

(a) All work performed in excess of eight (8) hours in one (1) day, or eight (8) consecutive hours in two (2) days, or forty (40) hours in one (1) week shall be compensated for at the rate of one and one-half (1-1/2) times the straight time hourly rate. All Inter-Campaign work performed on Saturday shall be compensated for at the rate of one and one half (1-1/2) times the straight time hourly rate, and all Inter-Campaign work performed on Sunday shall be compensated for at the rate of two (2) times the straight time hourly rate, except the Sunday immediately preceding and the Sunday immediately following the campaign, including the beet slicing, juice run, and extract run periods. Except leave granted for Union business, this rule shall not apply if the employee takes unpaid time off during the week, in which event he shall be paid straight time until a full forty (40) hours have been worked.

(b) In the event an operation is working a twelve (12) hour shift, overtime will be paid for work in excess of twelve (12) hours in one (1) day, or forty (40) hours per week and such other rules as agreed upon between the Company and the local Union.

4.2 COMPUTATION OF OVERTIME: All compensated hours will be considered hours worked for the purpose of computing overtime with the exception of Campaign holidays which are not worked and which fall on a regularly scheduled day off.

1. Only regular hours in a normal employee work day (8) or regular hours in a normal employee work week (40) will be considered for the purpose of computing over-time for all compensated hours.

2. Overtime is paid for all hours worked over the normal work day. These overtime hours worked each day are not included in the calculation of overtime for the normal work week.

3. On a holiday where the employee works more than the regular shift hours, he will be paid the holiday work premium plus the overtime premium, or three times his straight time rate for over eight or ten hours worked per day, whichever the case may be.

4. When the holiday falls on the 6th day of an employee's 6th day week, he will be compensated for the holiday worked premium plus the overtime premium or three times his straight time rate for all hours worked.

5. The maximum benefit for hours not worked is straight time.

6. If an employee who is working his 6th day week is sick for one or all of the first five days, he shall receive overtime premium for his 6th day if he works it. An employee who is sick on his 6th day and has been

compensated for the other five days, either through working or other compensated hours, shall be paid sick pay only for the 6th day.

4.3 EMERGENCY OVERTIME: The employer may require that an employee work longer than the regular work day or regular work week in an emergency provided applicable overtime rates are paid for the extra time.

4.4 PYRAMIDING OF OVERTIME: No provisions of this Agreement shall be construed as requiring the payment of overtime on overtime. Overtime shall be computed on the base rate according to the applicable provisions of this Agreement. Overtime shall be paid only at the highest overtime rate applicable.

## ARTICLE 5

### WAGES

5.1 CLASSIFICATIONS: Each employee subject to this Agreement shall be given a classification under Base Wage Rate Schedules appended hereto and shall be paid not less than the minimum wage specified for his or her classification. An employee will normally be assigned to work in his primary classification and will perform other work as assigned when required.

5.2 OVERTIME RATE: Employees shall be paid at the rate of one and one-half (1-1/2) times the applicable basic hourly rate for all overtime worked in accordance with Article 4, Paragraph 4.1.

5.3 MINIMUM RATE: The wages specified in the appended Base Wage Rate Schedules are minimum wages and not to be considered as restricting Employer from giving or employee from receiving any additional compensation and, so long as the minimum schedules are maintained, no increase in wages to one class or group or to individuals of a class, shall necessitate a change in the wage of other individuals or classifications.

5.4 REPORTING PAY: An employee called to and reporting for work on his regular shift (unless otherwise instructed) shall be given two (2) hours work, or in lieu of being given that much work, shall be given pay equivalent to the amount he would have received had he worked the two (2) hours.

5.5 CALL-BACK MINIMUM: The Company will pay travel time for all call-backs. This will be included in the two hour minimum if the employee's travel time and work time combined is two hours or less. Minimum travel time from the location where the employee was called to the factory will be one-half (1/2) hour each way, or actual travel time if greater than one-half (1/2) hour.

(a) Any employees called from home or while away from their jobs for special or emergency duty between shifts shall be compensated for a minimum of (2) hours time, which compensation shall be at the applicable overtime rate. The Company will also pay travel time for call-backs. This will be included in the two hour minimum of the employee's travel time and work time combined if two hours or less. Minimum travel time from the location where the employee was called to the factory will be one-half (1/2) hour each way.

(b) Employees working a normal shift and asked to stay over for two hours or less and employees asked to come in no more than two hours early and who then work a normal shift are not eligible for travel pay. Employees staying over or coming in earlier than 2 hours shall be entitled to one-half (½) hour travel time.

5.6 JUICE CAMPAIGN: No employee will suffer a reduction in rate when assigned to the Syrup or Juice Campaign.

5.7 EXTRAORDINARY RISK PAY: Time and one-half (1-1/2) shall be paid for the following extraordinary risk work involving the elements of either (1) extraordinary risk beyond ordinary risks of employment, or (2) in the case of height of 20 feet or more above the ground, floor, or other permanent or safe structure, both extraordinary risk and height must exist to justify premium pay. Such extraordinary risk employment shall include, but not be limited to, the period during which an employee is lowered into or raised from bulk sugar bins on tackle, washing windows, or painting from tackle suspended temporary scaffolding, work on gable roofs, laying pipe from tackle-suspended temporary scaffolding, or similar employment. The laying of brick in kilns is not considered an extraordinary risk if standard safe procedures are followed. If the period of exposure to extraordinary risk is less than one hour in any one eight (8) hour day, a minimum period of one hour shall be paid for at one and one-half (1-1/2) times the basic rate. If the period of exposure to extraordinary risk occurs on holidays or Saturdays, the rate of pay shall be at twice the basic rate. If the period of exposure to extraordinary risk occurs on Sundays, the rate of pay shall be at two and one-half (2-1/2) times the basic rate. In order to avoid disputes, it will be necessary for an employee to secure in advance of undertaking the extraordinary risk, an understanding from the Plant Manager or Facility Manager that a particular job is covered by this paragraph. The Plant Manager or Facility Manager will be governed by this paragraph in reaching an understanding. In case the employee is unwilling to accept the decision of the Plant Manager or Facility Manager, the Safety Committee shall be consulted, and submit a written opinion to the Plant Manager. The Plant Manager will give a written reply to the Safety Committee on his determination of whether an extraordinary risk exists or not. Any employee may refuse extraordinary risk work as defined herein without penalty. The Company will provide an adequate number of employees trained in asbestos handling at each factory.

5.8 HAZMAT TEAM: Designated HAZMAT team members will be paid time and one-half (1-1/2) straight time pay while making use of HAZMAT skills when suited up with HAZMAT protective equipment and containing or cleaning up a reportable spill.

5.9 MACHINE OPERATORS/SENIOR AGRICULTURAL MECHANICS: The Agricultural Department will have one Machine Operator/Senior Agricultural Mechanic for each beet loading machine. The Machine Operator/Senior Agricultural Mechanic shall be capable of operating and repairing the loading machine. Other Agricultural Department mechanics will be paid at one classification step rate higher than their normal rate (but not to exceed the Machine Operator/Senior Agricultural Mechanic rate) when engaged in the operation of the unit or when assigned to and working with the beet supply crew.

Note: Current Machine Operators 1st Class will assume the new title.

5.10 AGRICULTURAL ELECTRICIAN, WELDER, AND MACHINIST: An Agricultural Department employee, who is a licensed electrician, when working on electrical work for the Agricultural Department shall receive not less than the Electrician 3rd Class factory rate. An Agricultural Department employee, who has passed the Company welding test, when performing welding work for the Agricultural Department shall receive not less than the Welder 3rd Class factory rate. An Agricultural Department employee, when performing machinist work for the Agricultural Department, shall receive not less than the Machinist 3rd Class factory rate.

5.11 NO REDUCTION OF BENEFITS: Employees receiving a higher rate of pay, or other more favorable working conditions, than the provisions of this Agreement provided on its adoption, shall not receive any reduction in wages or abrogation of more favorable conditions because of the provisions of this Agreement.

## ARTICLE 6

### HOLIDAYS

6.1 RECOGNIZED HOLIDAYS: The following are declared holidays: New Year's Day, Washington's Birthday (President's Day), Friday before Memorial Day, Memorial Day, Work Day before designated Independence Day, Independence Day, Friday before Labor Day, Labor Day, Thanksgiving Day, and Christmas Day. This provision grants a total of ten (10) holidays plus one (1) floating holiday for Regular Employees.

#### 6.2 HOLIDAYS IN INTER-CAMPAIGN SEASON:

(a) HOLIDAYS WORKED: All work performed by employees on holidays occurring during the Inter-Campaign will be paid at two and one half (2-1/2) times the straight time rate, regardless of whether the time worked on the holiday falls within the first forty (40) hours of the work week or is in excess of eight (8) hours in any one (1) day.

#### (b) HOLIDAYS NOT WORKED:

(1) Eight (8) hours straight time pay will be given Regular Employees not working the holiday. Whenever a Regular Employee is off the payroll in one of the following categories:

1. Leave of Absence
2. Off No Pay
3. Disciplinary Lay-Off

Said employee will not be paid for a holiday occurring during this period. (Note: on a disciplinary lay-off where a holiday falls during the time off, this will be considered one of the days not paid).

(2) Non-Regular Employees not working an Inter-Campaign holiday who have been employed thirty (30) calendar days will be entitled to eight (8) hours straight time pay for such holiday. Holiday pay will be extended to part-time workers (e.g. Engineering Clerks, etc.) on a pro-rata basis, after they have been employed thirty (30) calendar days.

(c) HOLIDAYS DURING VACATION: If a holiday falls during an employee's vacation, his vacation shall be extended one day. A Regular Employee, laid off just prior to a holiday and his vacation benefit (pro-rata) extends past the holiday, is entitled to holiday pay for that holiday.

(d) WHEN RECOGNIZED: When any of the above holidays fall on Saturday, the preceding Friday shall be recognized as the holiday. When any of the above holidays fall on Sunday, the following Monday shall be recognized as the holiday.

### 6.3 HOLIDAYS IN CAMPAIGN SEASON:

(a) HOLIDAYS WORKED: Regular and Non-Regular Employees who have been employed thirty (30) calendar days will be paid at two and one half (2-1/2) times the straight time rate for all work performed on holidays occurring during the Campaign season. When an employee is required to work longer than the regularly assigned forty (40) hours in any one work week, and such overtime hours are worked on a Saturday or Sunday holiday, the employee shall be paid at three (3) times the straight time rate for all work performed on that holiday.

(b) HOLIDAYS NOT WORKED: Regular Employees and Non-Regular Employees who have been an employee thirty (30) calendar days who are actively at work during a week in which a holiday occurs, but who are not at work on the holiday because they were not so assigned shall receive eight (8) hours pay at the straight time rate.

(c) Employees qualifying and eligible for payments under 6.3(a) and 6.3(b) will be compensated at the rate they held at the time of the particular holiday.

(d) WHEN RECOGNIZED: During Campaign, the holiday will be recognized on the day it occurs.

(e) HOLIDAY OPTION: Regular Employees who are scheduled to work a holiday, may elect, at their option, to work the holiday for straight time pay for the first eight (8) hours and take an additional day off during the Inter-Campaign period and be paid eight (8) hours straight time pay for this day. Employees must notify the local Company office before the holiday occurs if he desires to exercise this option. If he does not notify the local Company office, he will be paid as provided in 6.3(a) of this article. When an employee is required to work a holiday during Campaign on his 6th day and exercises the Campaign holiday option, said employee will be paid at one and one-half (1-1/2) times his straight time pay for time worked and receive one additional day off during the Inter-Campaign period.

6.4 HOLIDAY RATE: An eligible employee will be compensated for the holiday at the employee's rate at the time of the holiday.

## ARTICLE 7

### VACATIONS

7.1 QUALIFYING FOR VACATIONS: Employees shall be eligible for their first vacation when they have qualified as a Regular Employee as defined in

Paragraph 2.4 of this Agreement. The first vacation amount and all subsequent vacation will be calculated from the employee's hire or latest rehire date and will be accrued on a pro-rata basis during each pay period in accordance with the applicable vacation schedule in Paragraph 7.2.

**7.2 VACATION ACCRUAL RATE:** A Regular Employee who has qualified for vacation, shall receive vacation prorated for the compensated hours (compensated hours include paid holidays, overtime, vacation, sick leave, and other compensated hours) in each pay period of the year, based upon a year consisting of 2080 hours. Compensated hours in excess of 2080 hours in a year will not accrue vacation. (Note: This will become effective as soon after August 1, 2000, as computer programming permits.)

**YEARS OF SERVICE MAXIMUM VACATION HOURS PER YEAR**

First year 40 hours

Second year 80 hours

Eighth year 120 hours

Fifteenth year 160 hours

Twentieth year 200 hours

A year of service for determining the accrue rate on the above schedule shall consist of a year of employment beginning with the employee's latest hire or rehire date in which at least 1688 hours are compensated. A year of service need not consist of consecutive employment if the interruption in employment is due to Company layoff or an approved leave of absence.

**7.3 VACATION PERIOD AND LIMITATION:** Employees entitled to vacation may take same at their convenience, provided ample notice is given to the employer, and providing further no interference with employer's operations will result. It shall be in the employer's sole discretion to determine whether interference with the employer's operation would result from an employee taking a vacation at any specified time. Company will administer flexibility for periods of taking vacation. The Company may grant vacations at any time during the year when warranted in the opinion of the Plant Manager, District Agricultural Manager, Factory Accounting Manager, Chief Chemist or Storeroom Supervisor.

**7.4 CARRY-OVER VACATION:** Subject to the limitations of this Article, up to one full vacation may be carried over into the next vacation period. Notwithstanding this limitation, all vacation vests as it is accrued and is not subject for forfeiture.

**7.5 CONFLICTING VACATIONS:** When requested vacations conflict, preference shall be given to the employee with the most seniority.

**7.6 VACATION PAY:** Vacation pay will be at the employee's straight time pay rate at the time of the vacation. Agreement must be obtained from an employee before lost time is charged as vacation.

**7.7 TERMINATION VACATION PAY:** Upon termination of employment, a Regular Employee will be paid his full accrued and unused vacation pay. If

termination is due to retirement and the employee finishes the beet campaign, the employee will be credited with additional vacation as if the employee had worked and accrued vacation from the date of retirement through September 30 of that year. Upon layoff, a Regular Employee subject to recall may elect to carryover any unused vacation or receive all vacation pay, subject to the carryover limitations in Paragraph 7.4.

7.8 VACATION COUNTS TOWARD BENEFITS: Time taken on vacation will be counted as time worked for purposes of computing all benefits and seniority under this Agreement.

## ARTICLE 8

### SICK LEAVE

8.1 DAYS ACCUMULATED: Employees shall be eligible for sick leave benefits when they have qualified as a Regular Employee as defined in Paragraph 2.4 of this Agreement. The first sick leave amount and all subsequent sick leave will be calculated from the employee's hire or latest rehire date and will be accrued on a pro-rata basis during each pay period based upon 2080 compensated hours the same as vacation is accrued, (Note: This will become effective as soon after August 1, 2000, as computer programming permits.) at the rate of 120 hours per year, until the employee has an accumulation of one thousand forty (1040) hours. After an employee has accumulated 1040 hours of unused sick leave, said employee will be entitled to accrue forty (40) hours additional sick leave per year. Non-regular employees who have completed five (5) Campaigns shall, beginning with the sixth (6th) Campaign, accrue sick leave on a pro-rata basis at the rate of forty (40) hours per year, subject to the same rules for the accrual and use of sick leave by Regular Employees.

8.2 EFFECTIVE DATE: Sick pay benefits will commence on the first work day that an employee is absent due to illness or injury from an accident (herein referred to as illness).

8.3 BENEFIT RATE: Benefit payments will be made at the rate of seventy-five (75%) percent of the employee's regular straight time pay. Benefit payments will be made at 100% provided the employee has 500 or more unused sick leave hours on the first day of illness.

8.4 VERIFICATION OF ILLNESS: In recognition of the potential to abuse the sick leave benefit, the following corrective steps will be taken:

1. a written warning on the first offense
2. disciplinary layoff on the second offense
3. discharge on the third offense.

Flagrant abuse of sick leave will not be tolerated and is cause for discharge. Examples of flagrant abuse are as follows:

1. The Company, in checking, is able to produce evidence the employee was not sick,
2. the employee is seen engaged in activities inconsistent with the claimed

illness or injury,

3. false or misleading information concerning the illness is provided to substantiate the illness.

The Company may require a doctor's release upon returning from sick leave and, depending on the findings, it will decide who pays for the release. Illness may be subject to verification at any time by persons who are authorized by the Company and such verification may consist of reasonable proof to the Company and the Union that the Employee was ill and unable to work and may include a statement from a health care provider providing a diagnosis of the employee's illness, the treatment, and an explanation why the employee is unable to work. A certification from a health care provider may also be required for serious health conditions as provided by FMLA.

8.5 WORKMEN'S COMPENSATION CASES: Employees who have sick leave benefits shall be entitled to supplemental compensation in addition to state required worker compensation temporary disability benefits. The supplement compensation will be in an amount necessary to provide the employee 75% of straight time net after tax take home pay if the employee has less than 500 hours of unused sick leave at the time of the illness or injury or an amount necessary to provide the employee 100% of straight time net after tax take home pay if the employee has 500 or more unused sick leave hours at the time of the illness or injury. A disabled employee remaining on the Company's payroll and receiving state required temporary disability benefits will accrue vacation and sick leave during the worker compensation disability as if the employee were absent from work and on sick leave.

8.6 LIMITATIONS: Sick pay benefits shall not be paid for the following reasons: Employee does not notify immediate supervisor or factory office before his normal reporting time (in case of emergency, the employee must report as soon as possible), illness due to self-inflicted injuries, or illness from use of drugs or alcohol, unless in accordance with the Drug and Alcohol Policy. Sick leave shall be paid only for the hours an employee would have been at work had he not been ill.

8.7 TERMINATION OF BENEFITS: All benefits herein shall automatically terminate when the employee's employment with the Company ceases. A Regular Employee who has a break in service due to layoff and is called back to work within a 12-month period will be eligible for the sick leave benefits he had accrued.

8.8 SICK LEAVE COUNTS TOWARD BENEFITS: Days taken on paid sick leave will be counted as days worked for purposes of computing all benefits and seniority covered under this Agreement.

8.9 PERFECT ATTENDANCE BONUS: Regular employees not using any sick leave and having no unexcused absences or absences without pay in their anniversary year will be given an additional eight (8) hours of vacation the following year.

## ARTICLE 9

### RETIREMENT PLAN

9.1 CONTINUATION OF PLAN: The Company agrees to continue for the term of

this Agreement the Hourly Employees' Retirement Plan.

9.2 RELEASE OF INFORMATION: The Retirement Plan actuaries will be authorized by the Company to release any facts on the Union Retirement Plan to the Union that the Union requests as long as no non-union employees' benefits, salaries, or other data are

revealed thereby.

9.3 ELIGIBILITY: The eligibility requirements will conform with the requirements of the Employee Retirement Income Security Act of 1974, and as amended and specifically include requirements of one (1) year of service and at least age twenty-one (21). The Plan is voluntary.

9.4 APPLICATION FOR: An employee becomes a participant by making application to the Company on the appropriate form which includes an authorization to make the required payroll deductions.

9.5 WITHDRAWAL OF CONTRIBUTIONS: An employee who has been laid off will have the option to withdraw his Retirement Plan contributions or leave them in the Plan until he has been off the payroll for at least twelve (12) months and lost his seniority.

9.6 UNION REPRESENTATIVES: The appropriate elected officials of the bargaining unit will appoint five (5) representatives who will receive detailed quarterly reports on the investment fund of the bargaining unit retirement plan. They will be members of the pension committee consisting of the four (4) local union presidents and the Amalgamated inter-factory council president, and be authorized to consult on any questions arising regarding the administration of the fund.

9.7 CONTINUATION OF CONTRIBUTIONS: Employees will be permitted to pay the Retirement Fund contributions on wages while on Union business. The Retirement benefits will not be reduced or affected as a result of employees being on temporary leave for Union business when the proper contribution is paid by him.

9.8 INCLUDED IN AGREEMENT: This Plan shall be contained in a separate document, but shall be considered a part of this Agreement.

## ARTICLE 10

### GROUP INSURANCE PLAN

10.1 CONTINUATION OF PLAN: The Company will maintain, for the life of this Agreement, the present group health and life insurance plans for active employees which includes life and accidental death, surgical, hospitalization and major medical benefits, and dental benefits, unless changes are required by state or federal law.

### 10.2 ELIGIBILITY:

\* Employees will become eligible for group health and life insurance benefits upon qualification as a Regular Employee under Article 2.4. Employees covered by group health benefits and life insurance who are laid off due to lack of work and subsequently rehired within twelve

(12) months will immediately be eligible for group insurance benefits on their first day of work, with the employee and dependents enrolled at the time of layoff not being subject to a new pre-existing waiting period.

(b) In the event of layoff, the Company will continue the medical benefits for the employee and his/her eligible dependents and the life insurance for the employee through the last day of the month in which the layoff occurs. However, such medical insurance coverage will end if the employee finds other employment before the end of the month in which his/her layoff occurred.

10.3 INCLUDED IN AGREEMENT: The complete Group Health Plan shall be contained in a separate document which shall take precedence over the summary of the provisions contained in Article 10. The Plan document shall be considered a part of this Agreement. The Plan will contain the following provisions. (Note: The Plan Year is January 1st through December 31st.)

(a) There are no premiums for employees or dependents during the term of the labor agreement.

(b) The individual annual deductible for covered medical expenses is \$175 for the term of the labor agreement. There is a maximum of three (3) individual deductibles per family. Family deductibles will be calculated using the "sugar bowl" method.

(c) The individual annual out-of-pocket maximum payment for covered medical expenses is \$1,900 (the annual deductible and employee co-payment of covered medical expense), with a maximum of three (3) per family.

(d) Effective January 1, 2001 all covered preventative dental services and all other covered dental services will be paid in accordance with a percentage of the BlueCross allowable charges at the rates of 70% for preventative services and 50% for all other allowed services.

(e) Pre-existing condition is defined as any condition, illness or injury for which diagnosis, consultation or treatment has been received during the six (6) months prior to the effective date of coverage, or any condition, illness or injury which would cause an ordinarily prudent person to seek diagnosis, care or treatment during the six (6) months prior to the effective date of coverage, or a pregnancy that had its inception prior to the effective date of coverage except for involuntary complications of pregnancy that originate after the effective date of coverage. If an employee or dependent (other than a newborn) has a pre-existing condition, related expenses will not be considered if they are incurred before twelve (12) months of participation in the Plan.

10.4 MEDICARE SUPPLEMENT: During the term of this Agreement, qualified retirees who are eligible for Medicare and no longer eligible to participate in the Plan will receive \$50 a month (\$75 per month if they retired with 20 or more years of service with the Company) to aid in the purchase of other medical insurance.

## ARTICLE 11

### FILLING OF VACANCIES, TRANSFERS, PROMOTIONS, LAYOFFS AND REHIRES

### 11.1 TEMPORARY TRANSFERS:

(a) Any employee subject to this Agreement may be temporarily transferred to another classification or may be used for relief of employees under other classifications. If so transferred to a lower paid classification, he shall receive the higher rate, if so transferred to a higher paid classification, he shall receive the rate applicable to the said higher classification during the transfer.

(b) In the event an employee is displaced from his bid job classification as a result of the Company discontinuing the job classification or his position within the classification, the employee will be transferred to another position with his rate of pay red-circled (frozen) until such time as the employee bids to a higher paying job, or is transferred to another job which exceeds his rate of pay.

11.2 PROMOTIONS, LAYOFFS AND REHIRS: This statement is to ensure that the Company's procedures provide fair and equitable treatment of all employees considered for job changes. Our agreement with Locals of the BCTGM states that all employees applying for or being considered for promotions, transfers, rehire, or layoff shall be given equal consideration for seniority (plant or company, depending on job level) and the employee's capacity and fitness to serve by reason of natural aptitude, acquired skill, and overall experience (see Article 11 of the Contract). Potential for further advancement beyond the job under consideration is not a requisite.

Prior to meeting with the Recommending Committee, the Company should make certain the following steps are taken:

- (1) a thorough review of the candidate's record with emphasis on recent performance;
- (2) a determination of seniority status;
- (3) a summary of skills and aptitude;
- (4) a review of his job overall experience;
- (5) relate the performance skills and overall experience to the job being considered; and
- (6) hold discussions with candidate's most recent supervisors to obtain their input.

The applicant's record is available to the Recommending Committee.

No pre-conceived decision or personal bias will be taken into the meeting with the Recommending Committee. The Committee should come to the meeting with the same prior preparation. In the event differences arise at the meeting, they should be discussed point by point as they are pertinent to the job under consideration.

The Company will continue to utilize temporary and training positions to allow employees to gain experience and increase their skills.

(a) The Company agrees that in re-employing, promoting and laying off employees in the classifications of Utility Men and Sugar Boilers and all classifications lower rated, the following factors should be considered:

(1) Plant Seniority. Plant seniority shall mean the employee's length of service with the Company at a given plant. Company seniority shall mean the employee's total length of service with the Company.

(2) Ability to perform the work. Ability shall mean employee's capacity and fitness to serve by reason of natural aptitude, acquired skill and overall experience.

(3) Physical fitness. Physical fitness shall mean the employee's physical ability to perform the work.

In promoting employees in classifications which rate higher than Utility Men and Sugar Boilers, the above listed factors will apply except Company seniority will be used in place of Plant seniority.

The Company and the Union Recommending Committee, after the posting period, will select from the applications the person or persons to fill the job or jobs. It is further understood and agreed that where factors (2) and (3) are relatively equal, seniority shall govern.

(b) Individual records of each employee shall be maintained. These records will maintain an overall history of the individual's service and a periodical rating of efficiency will be given each employee. Each employee shall at all times have access to his personnel record, and in case of those employees whose records indicate an unsatisfactory rating, the Plant Manager or his assistant will call the employee in and acquaint him with the rating and the reasons for same.

(c) The Company agrees that the Plant Manager, District Agricultural Manager, Factory Accounting Manager or Storeroom Supervisor will discuss with a Recommending Committee, consisting of three (3) employees selected by the Union, matters of promotion, permanent and temporary vacancies, training, hiring and rehiring, and layoffs at the time they occur, provided, however, that this shall not apply to the release of new employees during their first forty-five (45) day probationary period, or the normal hiring of Campaign employees at the beginning of Campaign.

(d) During past contract negotiations, discussions were held concerning the value of experienced Amalgamated employees who had been subject to layoff. It is felt that the experience these employees have gained while working for Amalgamated could be valuable in jobs other than those jobs held prior to the layoff. We agreed, therefore, that the hiring for union jobs at the factory locations would be coordinated through the District Personnel Manager, to the extent that the layoff list would be reviewed, prior to filling these openings. In reviewing the layoff list, if employees are found who could readily fill the openings, they would be eligible for consideration for rehire to fill the opening that exists.

In the future, the filling of all union openings should begin with a review of the layoff list. Amalgamated employees, both past and present, are our greatest asset and we should attempt to utilize their talents when

possible.

(e) During the 1984 contract negotiations, the Union and the Company came to an agreement on promotional language that was designed to bring more dialogue into the process of promotion, layoff and rehire.

The "points" system of rating was to be discontinued and the emphasis was to be placed on the full participation of the Union Recommending Committee and Management.

The intent of this language was to outline the parameters that will be considered in selecting the person for the position.

The parameters are: seniority, ability to perform the work, and physical fitness, which are described in the language, are to be considered as determining the qualities which would decide who is the best candidate for the job, or recall. Only candidates who have the physical ability to perform the work will be considered.

At this time the remaining aspects of seniority and ability to perform the work will be considered. A ranking evaluation of the applicant's seniority will be completed.

The ability to perform the work will be determined by using the personnel records, performance evaluations, and opinions of supervisors about the employee's performance in both past and present positions. The qualifications required for the new job will be evaluated and the performance potential for success in the new position is a valid consideration and a part of the evaluation.

Ability to perform the work includes consideration of the applicant's ability to perform work on a year-round basis commensurate to the wage of the classification being bid on.

The discussions between the Union and Management must include the exchange and evaluation of all of this information. It is the responsibility of both the Union and Management Committees to evaluate all available information in selecting the best person for the job.

It is understood and agreed that where one employee's ability to perform the work is relatively equal to another employee's, seniority will be the deciding factor.

The Company and the Union are obligated to select and promote the best qualified applicant for the job.

**11.3 QUALIFYING FOR RATE:** Whenever an employee is promoted or assigned for training to a Technician "A" job, he may be paid at a rate lower than the rate established for such job until such time as in the Company's judgment he is qualified for the established minimum rate for such job; but the qualifying period shall be no longer than four (4) months.

**11.4 INTER-CAMPAIGN JOB POSTING:** During Inter-Campaign, vacancies in all jobs will be posted thirty (30) days prior to starting of Campaign.

**11.5 CAMPAIGN JOB POSTING:** During Campaign, all vacancies except C Station

Classifications will be posted on the bulletin board for a period of five (5) days before being permanently filled, to give employees on all shifts an opportunity to be considered for the vacancy. Vacancies temporarily filled in these jobs at the start of Campaign will be posted within five (5) days after the Campaign starts for five (5) days before being permanently filled. The Company does not post Accounting Staff positions of Temporary and Campaign Help, but will put a notice on the bulletin boards stating applications are being accepted for these.

**11.6 POSTING AND FILLING PERIOD:** In the event it is reasonably determined that a job will be open for more than thirty (30) days, whether it be temporary, emergency, training, or permanent, the Company will as soon as administratively possible within no more than three (3) days, notify the Union and post the job. After the posting period, the Union and the Company will meet and fill the job within five (5) days, unless an extension is mutually agreed upon.

**11.7 INTER-PLANT TRANSFERS:** No employee shall be permanently transferred from one plant to another unless a vacancy exists in the plant to which he is transferred which cannot be filled by a qualified employee at that plant. In the case of a permanent closing of a factory, however, this provision does not apply. An employee has the right to refuse a permanent transfer from one plant to another.

**11.8 NOTICE OF LAYOFF:** Regular Employees shall be given two (2) weeks notice or (2) weeks pay before being laid off and such notice time shall be in addition to any earned vacation.

**11.9 CAMPAIGN JOB SECURITY:** Any employee completing a Beet Campaign and is laid off shall be offered his same job the next Beet Campaign if such job is continued. If the job has been abolished, he shall be offered another job if a vacancy exists.

**11.10 COMPANY REPLY TO PROMOTION APPLICATIONS:** The Company will give a written reply to written promotion and merit applications within ten (10) days of receipt of the written request addressing the individual reasons why the non-bid promotion or merit

application is denied.

**11.11 TRAINING POSITIONS:** Any training job will be posted and filled in accordance with Paragraphs 11.4 and 11.5. The wage rate for the trainee will be established by Management and the Recommending Committee. The Trainee will receive this rate during the training period. Wages will be adjusted to the rate applicable only after the Trainee is assigned to and classified in the position.

The Trainee will return to his former position after the training period is declared over if no openings exist in the position in which he had received training. The posting of jobs for training will in no way alter or change the present method of posting job openings; however, it is agreed that employees that have been selected for and received training will be given preference over other employees for a twelve (12) month period in the filling of vacancies in positions for which they have been trained.

If at any time during the training period, the Company and the Local Union

Committee meet and agree that an employee in training is not capable of filling the position, either by lack of ability or through lack of interest shown, or at employee's option, he shall be returned to his former crew and job classification and steps to obtain another trainee will be taken up with the Union Committee.

11.12 THE AMERICANS WITH DISABILITIES ACT: The Company, not the Union or its officers or agents, has responsibility to provide employment under the terms of The Americans With Disabilities Act.

## ARTICLE 12

### UNION SECURITY

12.1 HIRING: During the Campaign or Inter-Campaign period, the Employer reserves complete freedom in hiring employees except as provided in this Agreement.

12.2 UNION SHOP: In the event that the Company hires employees who are not already members of the Union, such employees must make application for membership in the Union within thirty (30) days from the date upon which they were hired. In the event said employees refuse to join the Union or his membership in the Union is terminated, he will not be retained by the Company (subject to Article 12.8).

12.3 APPLICATION FOR MEMBERSHIP: It is agreed that all employees, including present employees, coming within the classification and wage schedule appended hereto, if not already Union members, shall make application to the Union for membership within thirty (30) days from the date they, as new employees, were hired, and it further is agreed that in case said employee's membership in the Union is terminated, he shall be discharged (subject to Article 12.8).

12.4 UNION DUES CHECK-OFF: Upon written notification by the Union and on written authorization by the employee, the Company will make payroll deductions in the amount of Union dues and initiation fees payable by each employee to the Union, and turn over such amounts deducted to the proper Union officer. Such deductions are to be made on any employee who receives pay during any month after applying for Union membership.

12.5 MEMBERSHIP DENIAL: The Union agrees that employees making application for membership in the Union shall not be refused membership except for good cause, nor shall employees now members of the Union be deprived of membership except for good cause.

12.6 UNION TO NOTIFY: The Union further agrees that in case it is necessary for the Employer to discharge any employee by reason of his failure to apply for membership or to continue his membership in the Union, the Union will give the Plant Manager of the factory involved written notice requesting the discharge of such employee and stating the reason therefore.

12.7 COMPANY TO NOTIFY: The Factory Accounting Managers will furnish to the Union Financial Secretary the names of employees hired, laid off, or discharged the day following such event.

12.8 RIGHT TO WORK: The Union security provisions of this Agreement shall

not be applicable in states where such provisions are in violation of the State Right to Work laws. However, provisions of this Agreement shall become effective when such laws are repealed, altered, or amended permitting the application of those provisions of this Agreement.

12.9 UNION RIGHT TO DISCUSS: Duly authorized officers or representatives of the Union shall have the right to visit the Company's local office during working hours for the purpose of discussing any matter that may require the attention of the Union representative's proper and reasonably prompt attention.

12.10 NON-DISCRIMINATION: Employees shall not be penalized or discriminated against in any manner by their foremen or any other official of the Company for serving in the capacity of Steward, or acting on the Employee's Committee as provided for in this Agreement or while performing any Union duty assigned by the Union.

## ARTICLE 13

### SENIORITY

13.1 SENIORITY - HOW LOST: "Seniority" when used herein, shall be measured by the number of hours an employee has continuously been a Regular Employee with the Company and, in addition, shall include any seniority accrued as a Non-regular Employee which he has accumulated at the time he became a Regular Employee. Seniority shall terminate if the employee:

(a) quits, retires, or

(b) is discharged for just cause, or

(c) has been laid off for a period of 12 months due to lack of work, or

(d) has been laid off and recalled, but fails to report within a reasonable time after notice has been sent to the last address he has furnished to the Company, provided that the Local Union has been notified and given forty-eight (48) hours in which to locate such employee to arrange for his reporting to work.

13.2 CAMPAIGN SENIORITY - HOW LOST: "Seniority" when used herein, and when applied to employees without vacation rating shall mean the number of hours during which an employee shall have been paid, provided that such seniority shall terminate whenever the employee:

(a) quits, retires, or

(b) is discharged for just cause, or

(c) fails to report within the reasonable time specified in the notice for Campaign employment, which notice will be sent to the last address he has furnished to the Company.

13.3 SENIORITY LISTS: The Company will provide two seniority lists at each factory on February 1, April 1, June 1, and September 1 of any year. In addition, the Company will provide seniority lists at other reasonable periods providing notification is given the Factory Accounting Manager on a

timely basis before the end of a payroll period. One seniority list would be for Regular Employees and one would be for Non-Regular Employees. The Regular Employee list will be based on the number of hours of continuous service. The Non-Regular seniority list will be based on the number of hours worked. These lists will be posted for thirty (30) days for corrections and, if no objections are made, will be accepted as authentic lists. The appropriate Union officer shall be furnished a copy of both lists.

## ARTICLE 14

### DISCIPLINE AND DISCHARGE

14.1 The Company has the right to discipline or discharge employees for just cause. Discharge shall be evidenced in writing which shall state the reason for the discharge and shall be given to the employee at the time of his discharge. An employee who believes his discipline or discharge is not justified shall have recourse to the grievance procedure under the Agreement.

14.2 Written warnings or documented verbal warnings are not required nor forbidden by this Article. A copy of all written warnings (Incident Report Form), all documented verbal warnings, and all discharge notices will be given to the Union. The Union will acknowledge receipt of such copy by initialing the Company copy of the notices. Employee's signature does not constitute personal admission of guilt, but acknowledges receipt of document.

## ARTICLE 15

### EMPLOYEE REPRESENTATION

15.1 STEWARDS: The Local Unions may designate at least three (3) of their members to act as Stewards. Such Stewards shall not assume any of the duties or powers of a supervisor. They shall be empowered by the Union to aid in adjusting grievances between employees and the Company. All grievances involving employees shall be adjusted whenever possible between the immediate supervisor or the foreman under them, and the Employee Steward. In case they are unsuccessful in their efforts to adjust grievances with these officials, the grievance shall be submitted to the Employee's Committee hereinafter provided for.

15.2 EMPLOYEES' COMMITTEE: The Local Unions agree to designate from their membership a workmen's committee of three (3) employees whose names shall be posted on the Bulletin Board.

### 15.3 GRIEVANCE PROCEDURE:

Step 1. An employee claiming a grievance shall put his grievance in writing to his Steward within five (5) scheduled working days of the Employee's knowledge of the occurrence to be grieved. The Steward shall attempt to settle the grievance through discussions with the Grievant and his immediate supervisor. Within two (2) scheduled work days after receipt of the grievance, the Steward shall notify the Employee's Committee that he has or has not succeeded in a settlement of the grievance.

Step 2. If the Steward has failed to settle the grievance with the immediate supervisor in Step 1, the Employee's Committee within three (3) scheduled work days after receiving the grievance from the Steward, shall pass upon the grievance. In the event the Employee's Committee decides the grievance is entitled to further consideration, they shall within two (2) scheduled work days submit the written grievance to the Local Management. The grievance shall briefly state the nature of the grievance, violation alleged and settlement request. The Second Step hearing will be held within five (5) scheduled work days of the receipt of the written grievance from the Employee's Committee. The Company shall give the Union a written decision within five (5) scheduled work days of the Step 2 hearing. Discharge grievances will start in Step 2 and must be submitted directly to the Employee's Committee within five (5) scheduled work days from the time the employee receives the written notice of discharge.

Step 3. In the event the grievance is not settled in Step 2, either party, if they so desire, may within five (5) scheduled work days after receipt of the second step answer, refer the grievance to the International Representative and/or the appropriate Company Official for further handling. If a satisfactory agreement cannot be reached between the International Representative and appropriate Company Official within thirty (30) days, it will then be referred to the local Union before proceeding into the arbitration procedure. Time is of the essence and all grievances must be handled within the prescribed time limits set forth herein. Failure to do so shall constitute forfeitures of the written grievance by either party failing to do so. Time limits may be extended by mutual agreement between the parties.

15.4 ARBITRATION PROCEDURE: If a grievance is to be carried to arbitration, either the Company or the Union shall notify the other party of its intention by Certified Mail within two (2) weeks after the parties have determined that a satisfactory settlement cannot be reached.

If the Company and the Union are unable promptly to agree upon an impartial arbitrator, the parties will request a list of arbitrators from the Federal Mediation and Conciliation Service. The impartial arbitrator shall be designated in accordance with the procedures of the Federal Mediation and Conciliation Service.

The Arbitrator shall have authority to act only with respect to grievances relating to the interpretation or application of the provisions of this Agreement and his decision shall be final and binding on all parties involved.

Each party shall pay its own expenses incurred in arbitration. The fees and expenses of the Arbitrator shall be borne equally by the Company and the Union.

15.5 EMPLOYEE REPRESENTATION: A Union representative may be present at meetings involving disciplinary action by the Company if requested by the Employee.

## ARTICLE 16

### STRIKES & LOCKOUTS

16.1 It is mutually agreed that during the life of this Agreement if both parties to same abide by the terms of this Agreement there shall be no cessation of work of the employees or action in any form taken or permitted by them impairing Employer's operation or affecting the distributions of his product, nor shall there be any lockout by Employer.

## ARTICLE 17

### SEVERANCE PAY

17.1 SEVERANCE PAY GRANTED: In the event the operation of the sugar producing facilities of any of the plants covered by this Agreement is to be permanently discontinued by the Company, all Regular Employees, at the affected factory, with three or more years of continuous service shall be granted severance pay, unless the Company or its successors offers the Employee employment either at the same or other location at a similar or reasonable rate of pay. The Employee will have the option of accepting the transfer to another factory or accepting severance pay.

17.2 BENEFITS ALLOWED: An eligible employee who has completed three (3) full years of continuous service shall receive severance pay of one (1) week's pay (40 hours) based upon the regular straight time base wage rate received by the Employee at the close of the last Campaign prior to the discontinuance of that factory operation. For each additional year of continuous service, an eligible employee will receive one (1) week's pay, on the same basis as indicated above, up to a maximum of thirteen (13) weeks severance pay. It is understood that upon receipt of severance pay, an employee relinquishes all recall, seniority, and employment rights with the Company.

## ARTICLE 18

### MISCELLANEOUS

18.1 BULLETIN BOARDS: The Company shall furnish employees suitable places for the posting of notices and bulletins pertaining to employee and Company affairs. Notices posted on the Union Bulletin Boards by the Union must bear the signature of the President or Secretary of the Local Union.

18.2 UNION AFFAIRS: It is agreed that no Union activities or Union business of any kind be carried on by Stewards or other Union members during the time they are gainfully employed on shift by the Company. It is further agreed that Stewards or other Union officers may, if they wish, solicit Union members, collect membership dues, contact new employees, or otherwise carry on Union business in the Company locker room prior to and after the close of each shift, providing all parties concerned are off shift. In case of emergency, which is recognized by mutual agreement between the Plant Manager and any Union official, said official may, with the consent of the Plant Manager, carry on such Union business during the working hours as in the opinion of the Plant Manager is warranted by the occasion.

18.3 SAFETY COMMITTEE: In order to promote cooperation between the Employer and the Employees on matters of safety, the employees shall be represented on the Safety Committee by at least two (2) of their members designated by the Union. The purpose of this Committee is to prevent accidents and injury by: (a) promoting employee attitude toward safe working practices; (b)

identify and eliminate unsafe working conditions.

The duties of the Factory Safety Committee are:

1. Meet at least monthly and more often, if necessary, to review factory safety. Written minutes of the meetings will be sent to the respective Plant Manager, Vice President of Operations, District Safety Manager and posted on the Factory bulletin board. Emergency meetings of the Committee may be requested by the Union or the Company.
2. Make periodic (weekly) inspections and advise factory supervision of unsafe or potentially unsafe conditions.
3. Analyze factory safety problems and make suggestions and recommendations to correct these problems.
4. Whenever a safety suggestion or recommendation is made, the committee will maintain a close follow-up to insure that the safety problem is corrected. The District Safety Manager will meet regularly with his factory Safety Committee to insure compliance to the safety program.
5. Counsel fellow workers regarding proper safety habits. Whenever employees are engaged in an unsafe act or working under unsafe conditions, committee members must take steps to correct the situation with the employee or by notifying the supervisor if appropriate.

The Company agrees that it has the sole legal responsibility to provide a safe work place and to correct safety hazards, and that nothing in this Agreement shall imply that either the Local Union or the International Union or the Union members of the Safety Committee have undertaken or assumed any portion of that legal responsibility.

18.4 LEGISLATION: In the event laws are passed by the State or Nation which conflict with the provisions of this Agreement including the normal Campaign work week, such provisions shall become null and void without affecting the remaining portions of this Agreement. Then the Agreement may be opened by either party giving the other party thirty (30) days written notice. That portion of the Agreement affected by the change of law may be opened for the purpose of negotiating a provision fair to both parties which will be in compliance with the statutes, such agreement to become effective on the effective date of the law.

18.5 LABOR SAVING DEVICES: The Employer shall be free at his discretion, and without interference from the Union, to introduce labor saving devices and to institute methods of handling any work coming under the jurisdiction of the Agreement provided that they are not inimical to the safety and health of employees.

18.6 JURY DUTY: A Regular or Non-Regular Employee who has been employed thirty (30) calendar days and who is required to be absent from work for jury duty, or for interviews to be selected to serve as a juror in a court, or subpoenaed to serve as a witness in a criminal proceeding, shall receive regular straight time pay for such time. Juror and witness pay shall not exceed forty (40) hours in any one week, provided that witness pay related to volunteer activities shall not exceed sixteen (16) hours in any year. Upon receipt of pay for jury or witness duty, the Employee shall pay to the

Company the amount received as payment for the days absent from work while serving. To be eligible for Company payment, the Employee must notify the immediate supervisor at the time the call for service is received.

18.7 FUNERAL LEAVE: A Regular Employee will be allowed paid leave and a Non-Regular Employee will be allowed unpaid leave, to attend the funeral of a member of his immediate family which will include brother, sister, child, grandchild, parent, grandparent, spouse, spouse's parents, spouse's grandparents, sons-in-law, daughters-in-law, brothers-in-law, or sisters-in-law. Wages paid shall be at his regular straight time rate for such reasonable number of days as may be necessary to attend the funeral. No time shall be paid for days on which he would not have worked if the funeral had not occurred. The unpaid leave for the Non-Regular Employee will not affect the perfect attendance bonus under Article 18.20.

18.8 UNREPORTED ABSENCES: If an employee will be absent for any reason, he must advise his immediate supervisor or the factory office before the absence (in case of emergency, the employee must report as soon as possible.) An employee who fails to do so shall not be entitled to consideration for pay for the day as vacation, jury, sick leave, or other pay.

18.9 SUMMER MEETINGS: The Company and the Union agree to meet at some time and place of mutual convenience each summer during the life of this contract for the purpose of discussing their relationship under the present contract. Discussions may include classification problems that either the Company or the Union may wish to raise. It is agreed, however, that the purpose of such a meeting would not be to negotiate any changes in the terms of the contract, but to discuss the application of the terms to assure a satisfactory performance.

18.10 BROKEN TOOLS: The employee must purchase his own tools. In the event a tool is broken, the Company will replace the tool with one of like value providing:

- (1) the tool was being properly used,
- (2) The tool was being used in the performance of the assigned job, and
- (3) The Facility Manager approved the replacement at Company expense.

The Company will furnish welding jackets for welders when needed. An employee must purchase the original jacket. The jacket will be replaced by the Company when it is turned in to the storeroom and is unusable.

The Company will purchase prescription safety glasses at a maximum cost of \$125. Anyone requiring corrective lens safety glasses will obtain an eye examination form from their District Safety Manager. He will make the employee aware of the procedure to obtain glasses by making available a copy of the Standards approved on September 22, 1978.

The Company will furnish gloves for all employees when needed. Employees must turn in the worn out gloves prior to obtaining a new pair.

18.11 MILITARY SERVICE: Military leaves of absence will be granted in accordance with existing Federal Regulations.

#### 18.12 LEAVES OF ABSENCE:

(a) Federal and State laws require the Company to grant leaves of absence in certain circumstances. The medical leaves of absence required by this Paragraph will run concurrently with any such leaves which also qualify for leave under this Paragraph. To the extent permissible by such laws, sick leave will also run concurrently with leaves of absence which qualify for sick leave.

(b) The Company may grant leaves of absence for thirty (30) days or more to Regular Employees upon written application when circumstances so warrant. The determination of whether the request shall be granted rests solely in the discretion of the Company. Such time off shall be without pay and shall have no effect on an employee's regular status. An employee's continuous service shall not be deemed broken during such leaves of absence. The local Union shall be notified in writing when such leaves are applied for or granted.

(c) Medical leaves of absence will be granted based upon years of service. The following rules will apply:

(a) Employees must exhaust their earned accumulated sick leave before applying for medical leave of absence.

(b) After exhausting these benefits, all employees will be eligible for a minimum of thirty (30) days medical leave with no pay. The employee must pay the group health insurance premium and life insurance premium during this thirty (30) day period and any additional medical leave of absence if the employee wants coverage.

(c) The Company will continue the Medical Insurance coverage for the Employee and eligible dependents through the last day of the month in which the medical leave of absence begins.

(d) Qualification for additional leave of absence will be based on the following formula:

\* Years' service times 14 days \*

(e) Jobs will be held open for length of leave employee is eligible for.

(f) If, at expiration of leave of absence, employee still cannot return to work, employee must take early retirement - if eligible, disability retirement - if eligible, or terminate employment.

(g) Employee must return to work when doctor determines he is physically and/or mentally capable.

(h) Maternity leaves of absence will be covered under this policy.

(i) If an employee returns to work after a medical leave provided under this Paragraph, and thereafter requests another leave within one year of returning to work, he will not be eligible for the minimum thirty (30) days leave under subparagraph (b) above. The total amount of leave which will be granted under this Paragraph will not exceed the employee's years of

service at the time of request times 14 days, less any leave beyond the thirty (30) day minimum leave periods previously granted.

**18.13 TIME OFF WITHOUT PAY:** The Employer may grant time off without pay to employees when circumstances so warrant. The determination of whether the time off shall be granted rests solely in the discretion of the Company. Employees who are designated by the Union as delegates to conventions, to serve on the Inter-Factory Council, or to perform other committee work will be granted the necessary time off without pay for performing such Union duties, but shall not be penalized any benefits provided in this Agreement by taking time off on Union business.

**18.14 EQUAL EMPLOYMENT OPPORTUNITY:** Both parties agree to provide equal employment opportunity and employment practices to all employees and applicants for employment without regard to race, color, religion, national origin, disability, marital status, eligibility for military service, sex or age, as required by law.

**18.15 TEMPORARY CLOSING OF PLANTS:** In the event the operation of the sugar producing facilities of any of the plants covered by this Agreement is temporarily discontinued for one or more operating seasons, the following will apply to Regular Employees with three or more years of continuous service who are laid off:

- (a) If rehired at reopening of plant, seniority will be reinstated at the point of layoff.
- (b) If rehired at reopening of plant, the provision for reinstatement of pension benefits as provided for in the pension plan and conforming to ERISA will be effective.
- (c) If rehired at reopening of plant, Employee will immediately be eligible for group insurance benefits.
- (d) If rehired at reopening of plant, Employee will be eligible for vacation, holiday and sick leave benefits at point of layoff.
- (e) Temporary plant closure does not amend or terminate the terms of this Agreement.

**18.16 GRANDFATHER CLAUSE AND RED-CIRCLED RATES:** Employees who have been covered under the grandfather clause during union negotiations receive a rate which in effect gives them a benefit of a higher rate than was negotiated during the present union agreement, plus increases commensurate for the time they remain on that job or in that classification until promoted or terminated, or until they receive another job classification. A red-circled rate shall be a rate which is frozen and which is not changed until the employee is promoted or until they receive another job classification which has a higher rate.

**18.17 MASCULINE GENDER:** Whenever "man", "men" or their related pronoun appear in this contract, either as words or as parts of words (other than as obvious references to named male individuals), they are used for literary purposes and are meant in their generic sense (that is, include all humankind - both male and female sexes).

18.18 UNION LABEL: The Company agrees to place an appropriate Union label on all cartons and bags with the White Satin label.

18.19 VOLUNTEERS: Employees who are volunteers within the community or townsite of emergency service responsibility such as ambulance attendants, fire service personnel, etc., the volunteer will be granted necessary time off with pay to fulfill those emergency calls without penalty to benefits provided by the Agreement. The time away from work would be at the discretion of management. Any income from such volunteer emergency service will be returned to the Company.

18.20 PERFECT ATTENDANCE: All campaign employees who complete the beet campaign having worked at least 80% of the campaign days and who have not used any sick leave and have had no unexcused absence and no absence without pay will receive eight (8) hours pay for perfect attendance.

18.21 EMPLOYEE RETIREMENT SAVINGS PLAN (401k)

(a) CONTINUATION OF PLAN: The Company will continue for the term of this Agreement the Hourly Employees' Retirement Savings Plan.

(b) RELEASE OF INFORMATION: Information will be released and provided as required by the Employee Retirement Income Security Act of 1974, (ERISA).

(c) ELIGIBILITY: The eligibility requirements will conform with the requirements of the Employee Retirement Income Security Act of 1974, (ERISA), and as amended including a requirement the employee have 1,000 hours of service within a 12-month period, starting on your date of employment or the first day of any subsequent plan year, and be age twenty-one (21). The plan is voluntary.

(d) APPLICATION FOR: An employee becomes a participant by making application to the Company on the appropriate form which includes an authorization to make the required payroll deductions. The allowable employee contributions to the Hourly Retirement Savings Plan (401k) effective the Plan year beginning October 1, 2000, will be the maximum allowable by law.

(e) INCLUDED IN AGREEMENT: This plan shall be contained in a separate document, but shall be considered a part of this Agreement.

18.22 TESTING: The following guidelines will be used in testing employees:

(a) The Company will continue to test as agreed with the Union and in the areas of safety and personal protection based on the needs of the Company. A Union representative may verify test results. Those persons who fail to pass the test will be given an additional opportunity to improve their skills and an additional opportunity to take the test. Employees will be on paid time during testing.

(b) The factory welding test will conform to ASME testing criteria for groove welds using multiple position 6G--a 6" pipe with its axis inclined at 45 degrees to horizontal. Welding will be done without rotating the pipe. Any employee hired to perform welding will be required to pass the welding test the same as existing employees.

(c) When there is a need for temporary welders, the workload will be distributed so that the individual will be welding the major part of the day and will be paid for the full day.

(d) If the welder fails the test, he will not be retested in less than six months, except at the sole discretion of the Facility Manager (Master Mechanic). Once the individual passes the test and is given the welder's rate, it will be necessary that he/she satisfies the quality and productivity standards necessary to do a good efficient job. Neatness and appearance of the individual's work are a part of the criteria for satisfactory work.

\* Physical fitness requirements as determined by third parties, with local union input, and physical fitness evaluations upon hire are permissible ways to determine an employee's physical ability to do the work and, if the employee subsequently applies for another position requiring greater physical fitness without previously demonstrating the physical fitness for that position, it is permissible to require the employee to demonstrate their physical fitness for such position, provided that such requirement is communicated to employees and consistently applied.

#### 18.22.1 DEMONSTRATING MECHANICAL HELPER 3RD CLASS SKILLS:

(1) Every employee has the opportunity to take both the "Basic Skills" (English and Math) and "Mechanical Knowledge" tests, typically during the beet slicing campaign. Campaign employees, as well as employees from the laboratory, warehouse, storeroom, and office, and current Regular Employees may take the tests. Tests are administered outside the Company, which make the results of the tests available to the Company and the Employee.

(2) If the employee does not achieve a passing grade on both tests (tests will be graded as pass or fail), he/she will remain in Campaign status. The test can be re-taken if the employee wishes to do so, typically within a month interval the first time and thereafter approximately every six (6) months.

\* Those employees passing the tests will be interviewed by a Shift Mechanical Supervisor Panel to determine their mechanical aptitude, knowledge, skills, and overall experience. The Panel will consist of one or more supervisory employees and a First Class Mechanic (mechanical, electrical, or instrumentation) selected by the Union. The intent of the panel interview is to conduct a thorough interview and obtain sufficient information to make an objective assessment of whether the individual's aptitude, knowledge, skills and overall experience are sufficient to succeed in the mechanical helper position. If the panel determines there is an inadequate level of skill and aptitude, the employee will remain in Campaign status.

(4) Those employees who have mechanical aptitude and skill are eligible for a "screened manpower pool" from which mechanical help for the Inter-Campaign maintenance effort will be chosen.

(5) The workload for Inter-Campaign is determined and compared to the available workforce. If there is a crew balance discrepancy in either direction, Article 11.2 is applied to effect a balance.

(6) If the crew balance indicates a shortage of adequate skilled maintenance personnel, Management and the Union Recommending Committee will review all individuals from the "screened manpower pool" and choose those individuals best qualified for the available openings following the language in Article 11.2 of the Contract.

(7) Those employees not chosen for Inter-Campaign work remain a Campaign employee and a member of the "screened manpower pool" for future consideration.

(8) Employees assigned to Inter-Campaign maintenance crews will be evaluated for their performance; i.e., satisfactory versus unsatisfactory, during the sixty (60) day period. If an employee is evaluated as unsatisfactory at the end of the period, he/she will remain a Campaign employee in the current job classification. If these employees work 1806 hours within a year, they can become a Regular Employee.

(9) Employees successfully completing the sixty (60) day practical evaluation period will receive the minimum rate of "Mechanic Helper 3rd Class" when assigned to Intercampaign work. The employees will continue to carry their bid job classifications until they bid into another job classification or if they are a new employee will carry a Class "C" classification and be assigned to Class "C" duties during Campaign until they bid into another job classification.

(10) The employee becomes "Year Round" with benefits.

(11) If employees hired prior to August 14, 1996, do not take the tests or are unsuccessful in passing the assessment tests or are unsuccessful in completing the sixty (60) day trial period, they will continue to remain in their existing job classification, provided their performance remains satisfactory and that a job need continues to exist. After retention of Mechanic Helper 3rd Class candidates, all future layoff decisions involving employees hired prior to August 14, 1996, will be made in accordance with Article 11.2 without regard to testing and all future promotions will be made in accordance with Article 11.2.

#### 18.22.2 WAREHOUSE EMPLOYEES:

(1) Every employee working in the Warehouse has the opportunity to take the Basic Skills (English and Math) tests. If an employee does not achieve a passing grade on both tests, he/she will retain their then current job status. The test can be re-taken if the employee wishes to do so, typically within a month interval the first time and thereafter approximately every six (6) months.

(2) Every employee working in the Warehouse has the opportunity to take the Fork Lift Operator licensing test. The test can be re-taken if the employee wishes to do so, typically within a month interval the first time and thereafter approximately every six (6) months.

(3) Every employee working in the Warehouse has the opportunity to take the AIB (American Institute of Baking) Sanitation and GMP (Good Manufacturing Practices) Test. The test can be re-taken, typically within three (3) months the first time, and thereafter approximately every six (6) months.

(4) All tests will be graded pass or fail. Employees will be on paid time during testing. Employees will be expected to study written material on their own time.

(5) Employees in Class C and Class B positions who successfully pass all tests will receive a pay increase of one dollar (\$1) per hour when working in the warehouse. The increase will be immediately effective for employees hired on or after August 1, 2000, and will be effective for employees hired prior to August 1, 2000, unless they apply to take the test prior to November 1, 2000, and take and complete the tests as soon thereafter as they are made available. If an employee hired prior to August 1, 2000, so applies and then passes all tests he will be given not less than a Class A pay rate, even if he holds a Class C or Class B job classification.

(6) If employees hired prior to August 14, 1996, do not take the tests or are unsuccessful in passing all tests, they will continue to remain in the existing job classification, provided their performance remains satisfactory and that job need exists. All future layoff decisions involving employees hired prior to August 14, 1996, will be made in accordance with Article 11.2 without regard to testing and all future promotions will be made in accordance with Article 11.2.

18.23 LICENSING: Employees who are required to possess a government issued license to perform their bid job, such as Electricians and Commercial Drivers, will be reimbursed for their out of pocket expenses incurred in maintaining such license, including the costs of taking tests, license fees, mileage, and costs for meals during any required testing. The time spent during required testing away from the work site will not be time worked, but will be reimbursed at the employee's straight time pay rate. Any time spent studying will not be reimbursed.

18.24 NEPOTISM: The Company has a long standing policy prohibiting nepotism in employment relations. The policy applies to all employees, salaried and hourly, union and non-union, and covers marriage, in-law, and blood relationships. Specifically, the policy prohibits one relative from supervising another. Relative as used in the policy, means spouse, parents, children and grandchildren, by either blood or marriage; brothers and sisters; and in-laws, either parents, children, brothers or sisters; but the policy does not extend to aunts, uncles or cousins, or relations more distant.

The purpose of the policy should be obvious to all. It is to insure that all employment decisions are impartial and made for the best interests of the Company and the employee, without regard to any family relationship. Not only is the policy designed to prevent actual abuses, it is also designed to avoid any appearance of impropriety and, thereby, prevent accusations that one employee is either favoring or disfavoring another because of a family relationship.

The purpose of this reminder and re-emphasis of the Company policy arises because during a recent Company review of the policy, a few violations were discovered. Consistent with the Company policy, those violations should be corrected as soon as possible. Unless the policy is consistently and uniformly applied to all hiring, promotion, and re-assignment decisions, it becomes meaningless. It is, therefore, to be closely followed. Deviations

from the policy are permissible only in those rare cases when business necessity so dictates and the exceptions have been approved by the Company's Executive Vice President.

18.25 CRISIS MANAGEMENT: The Company is committed to provide counseling to employees in the event of serious injuries and accidents at the work location.

18.26 ACQUISITION: In the event the Company is acquired, the Company will require as a condition of the contract of sale that any purchaser recognize the Union as the bargaining agent for the Company employees and deal with the Union in good faith. In the event the Snake River Sugar Coop acquires the Company it is agreed that they will accept the Labor Agreement as negotiated.

## ARTICLE 19

### WAGE CLASSIFICATIONS

Wages shown for the respective job classifications in the attached schedule are effective July 21, 2000, and remain in effect until July 31, 2004.

## ARTICLE 20

### TERM OF AGREEMENT

TERM OF AGREEMENT: This Agreement shall remain in full force and effect and be binding upon the parties beginning August 1, 2000, to and including July 31, 2004, and shall continue in full force and effect after July 31, 2004, from year to year unless either party, at least sixty (60) days prior to July 31, 2004, gives written notice to the other party of its desires or intention to alter, modify, or terminate the same upon the July 31st immediately following such notice, in which event this Agreement shall terminate. The notice from either party shall state in substance the additions, if any, and designate the Paragraphs as well as the Articles to be considered. It is agreed that negotiations for reopening or amending this Agreement shall begin as soon as practicable after written notice is given by either in accordance with the foregoing provisions in order to provide a reasonable time to complete and approve any new Agreement so that any changes in conditions of employment may be made known to prospective Campaign Employees when interviewing them or mailing employment cards at the usual time prior to the beginning of Campaign.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives thereto duly authorized this 1st day of August, 2000.

### BASE WAGE RATES

#### JOB DESCRIPTION 2000 2001 2002 2003

#### TECHNICIAN "A"

Boiler House Foreman 19.47 19.86 20.26 20.66

End Foreman 19.47 19.86 20.26 20.66

Pulp Dryer Foreman 19.47 19.86 20.26 20.66

Chief Electrician 19.13 19.51 19.90 20.30

Ass't. Ag. Maint. Repair Foreman 18.66 19.03 19.41 19.80

Utility 1 (MC, TF, NA) 18.15 18.51 18.88 19.26

Utility Man (NY) 18.15 18.51 18.88 19.26

White Sugar Boiler 18.13 18.49 18.86 19.23

(Grandfathered MC,TF,NA)

White Sugar Boiler (NY) 18.13 18.49 18.86 19.23

Utility 2 (MC, TF, NA) 17.35 17.70 18.05 18.41

Inventory Control Clerk 16.95 17.29 17.64 17.99

White Sugar Boiler (MC,TF,NA) 16.93 17.27 17.62 17.97

Yard Foreman 16.41 16.74 17.07 17.42

TECHNICIAN "B"

Crane Operator )

(Grandfather Rate)

Carpenter )

Electrician )

Electronics Man )

Instrument Man ) 1st Class 18.63 19.00 19.38 19.77

Machinist ) 2nd Class 17.94 18.30 18.67 19.04

Mechanic ) 3rd Class 17.58 17.94 18.30 18.66

Pipe Fitter )

Welder )

Painter )

Boiler Hse. Opr. )

Machine Operator/Sr. Ag Mechanic 17.58 17.94 18.30 18.66

Crane Operator 17.38 17.73 18.08 18.44

Control Room Operator (TF, NA)

1st Class 17.11 17.45 17.80 18.15

Receiving Clerk 16.95 17.29 17.64 17.99

(Grandfathered)

Sr. Sugar Warehouse Foreman 16.71 17.04 17.38 17.73

Raw Sugar Boiler

(Grandfathered (MC,TF,NA) 16.50 16.83 17.17 17.51

Ass't. Pulp Dryer Foreman (NA, NY)

1st Class 16.49 16.82 17.16 17.50

Raw Sugar Boiler (NY) 16.27 16.59 16.93 17.26

BASE WAGE RATES

JOB DESCRIPTION 2000 2001 2002 2003

TECHNICIAN "B" (continued)

Control Room Operator (MC,NY) 16.26 16.58 16.92 17.25

Ass't. Pulp Dryer Foreman (MC, TF)

1st Class 16.26 16.58 16.92 17.25

Ass't. Pulp Dryer Foreman (NA, NY)

2nd Class 16.21 16.53 16.86 17.20

Sugar Warehouse Foreman 16.13 16.45 16.78 17.11

Food Safety Leadman (TF) 16.13 16.45 16.78 17.11

Agricultural Mechanic "A" 16.10 16.42 16.75 17.08

(Ass't Op. from this Group)

Ass't. Pulp Dryer Foreman (MC, TF)

2nd Class 15.95 16.27 16.60 16.93

Ass't. Pulp Dryer Foreman (NA, NY)

3rd Class 15.89 16.21 16.53 16.86

Sugar Room Mechanics (NA) 15.85 16.17 16.49 16.82

(Grandfathered)

Centrifugal Foreman (MC,TF,NA) 15.85 16.17 16.49 16.82

Ass't. Pulp Dryer Foreman (MC, TF)

3rd Class 15.68 15.99 16.31 16.64

Mechanic Helper & Asst. Boiler

House Operator - 1st Class 15.47 15.78 16.10 16.42

Sugar Dock Foreman (NA) 15.35 15.66 15.97 16.29

Raw Sugar Boiler (MC, TF, NA) 15.33 15.64 15.95 16.27

Centrifugal Foreman

(Grandfathered MC,TF,NA) 14.92 15.22 15.53 15.84

Centrifugal Foreman (NY) 14.92 15.22 15.53 15.84

Control Room Operator (TF,NA,MC) 14.92 15.22 15.53 15.84

2nd Class

Ass't. Raw Sugar Boiler (NY) 14.81 15.11 15.41 15.72

Extra Station

(Grandfathered MC, TF, NA) 14.81 15.11 15.41 15.72

Extra Station (NY) 14.81 15.11 15.41 15.72

Agricultural Mechanic "B" 14.76 15.05 15.36 15.66

Lime Kiln Foreman 14.68 14.97 15.27 15.58

Pulp Dryer Fireman (NA,NY) 14.65 14.94 15.24 15.54

Pulp Dryer Fireman (MC,TF) 14.39 14.68 14.97 15.27

Scoop Operator 14.29 14.58 14.87 15.16

Mechanic Helper & Asst. Boiler

House Operator -2nd Class 14.25 14.53 14.83 15.12

Ass't. Chemist 14.23 14.51 14.80 15.10

Lab Analyst 14.23 14.51 14.80 15.10

Beet Supply Foreman (NA) 14.23 14.51 14.80 15.10

Receiving Clerk 14.23 14.51 14.80 15.10

BASE WAGE RATES

JOB DESCRIPTION 2000 2001 2002 2003

TECHNICIAN "B" (continued) Pup Crew Leadman (NA) 13.81 14.09 14.37 14.66

Sugar Room Leadman (NA) 13.81 14.09 14.37 14.66

Knife Station Foreman (NA)

(Grandfather) 13.47 13.74 14.02 14.30

Agricultural Mechanic "C" 13.45 13.72 14.00 14.28

Sr. Forklift Operator (NA,NY) 13.30 13.57 13.84 14.11

Tool Room Attendant 13.30 13.57 13.84 14.11

Storeroom Issue Clerk "A" 13.25 13.51 13.79 14.06

Packager (NA) 1st Class 13.24 13.50 13.77 14.05

Beet Supply Foreman (MC, NY) 13.21 13.47 13.74 14.02

Sugar Analyst (TF) 13.04 13.30 13.56 13.83

Warehouseman I (MC,TF,NY) 12.98 13.24 13.51 13.78

Relief Pulp Scoop Oprtr (NA) 12.95 13.21 13.48 13.75

Storeroom Issue Clerk "B" 12.81 13.07 13.33 13.60

Carbonation Op. (TF,NA,NY) 12.77 13.03 13.29 13.55

Train Crewman (MC) 12.77 13.03 13.29 13.55

Bulk Loader 12.71 12.96 13.22 13.49

Packager (NA) 2nd Class 12.71 12.96 13.22 13.49

Warehouseman II(MC,TF,NY) 12.71 12.96 13.22 13.49

Auto. Knife Filer Oprtr (NA) 12.65 12.90 13.16 13.42

Locomotive Operator (TF) 12.64 12.89 13.15 13.41

Yard Forklift Operator 12.64 12.89 13.15 13.41

Lab Clerk 12.62 12.87 13.13 13.39

Mechanic Helper & Asst. Boiler

House Operator - 3rd Class 12.55 12.80 13.05 13.31

Storeroom Issue Clerk "C" 12.29 12.54 12.79 13.04

CLASS "A" STATION 12.26 12.51 12.76 13.01

Beet Delivery Man (MC)

Brown Sugar Leadman (NY)

Bulk Storage

Centrifugal Operator

Crystallizers (TF, NA, NY)

Filter Station Foreman

Forklift Operator

Knife Filer

Knife Setter

Lab Benchman

Liquid Sugar Operator (NA)

Locomotive Engineer (NA,NY)

No. 1 Package Machine Operator (NA)

Oiler

BASE WAGE RATES

JOB DESCRIPTION 2000 2001 2002 2003

CLASS "A" STATION (Continued) 12.26 12.51 12.76 13.01

Packager 3rd Class (NA)

Packing 100 lb. Powdered (NA)

Pellet Mill Operator

Pumpman

Sugar Checker (NA)

Sugar Inventory Control Clerk

Sugar Truck Driver

Weibull Silo Operator (MC)

Warehouseman III (MC,TF,NY)

CLASS "B" STATION 10.67 10.88 11.10 11.32

Beet Flumer

Beet Washer Operator

Boiler House Helper

Brakeman

Coke Kiln Operator

Granulator (NY)

Lime Kiln Panelman

Mechanical Laborer

Melter Station Operator

Pulp Dryer Helper/Oiler

Pulp Dryer Helper/Scoop Operator

Storeroom Helper

Sugar Stacker (MC, TF, NA)

Supply Scoop/ Crane Helper (TF,NA,NY)

Tailing Recovery Operator

Vacuum Filter Operator (MC)

Waste Water Man (MC, TF)

CLASS "C" STATION 10.11/ 10.31/ 10.52/ 10.73/

9.14 new 9.32 new 9.51 new 9.70 new

Note: "C" Station Workers can be assigned to any of the following duties:

Beet Flume Helper

Beet Washer Helper

Filter Station Helper Knife Station Helper

Lime Kiln Helper

Locker Room Attendant

Molasses Pump Operator

Packing 100's Paper

Picking Table

BASE WAGE RATES

JOB DESCRIPTION 2000 2001 2002 200

CLASS "C" STATION (Continued) 10.11/ 10.31/ 10.52/ 10.73/

9.14 new 9.32 new 9.51 new 9.70 new

Pulp Dryer Helper

Rock & Trash Catcher

Sample Carrier

Sugar Trucker

Sweeper

Warehouse Helper

Watchman

Yard Helper

Yard Truck Driver

BASE WAGE RATES

Alphabetical

JOB DESCRIPTION 2000 2001 2002 2003

TECHNICIAN "A"

Ass't. Ag. Maint. Repair Foreman 18.66 19.03 19.41 19.80

Boiler House Foreman 19.47 19.86 20.26 20.66

Chief Electrician 19.13 19.51 19.90 20.30

End Foreman 19.47 19.86 20.26 20.66

Inventory Control Clerk 16.95 17.29 17.64 17.99

Pulp Dryer Foreman 19.47 19.86 20.26 20.66

Utility 1 (MC, TF, NA) 18.15 18.51 18.88 19.26

Utility Man (NY) 18.15 18.51 18.88 19.26

Utility 2 (MC, TF, NA) 17.35 17.70 18.05 18.41

White Sugar Boiler (NY) 18.13 18.49 18.86 19.23

White Sugar Boiler 18.13 18.49 18.86 19.23

(Grandfathered MC,TF,NA)

White Sugar Boiler (MC,TF,NA) 16.93 17.27 17.62 17.97

Yard Foreman 16.41 16.74 17.07 17.42

TECHNICIAN "B"

Boiler Hse. Opr. )

Carpenter )

Crane Operator )

(Grandfather Rate) )

Electrician )

Electronics Man )

Instrument Man ) 1st Class 18.63 19.00 19.38 19.77

Machinist ) 2nd Class 17.94 18.30 18.67 19.04

Mechanic ) 3rd Class 17.58 17.94 18.30 18.66

Painter )

Pipe Fitter )

Welder )

Agricultural Mechanic "A" 16.10 16.42 16.75 17.08

(Ass't Op. from this Group)

Agricultural Mechanic "B" 14.76 15.05 15.36 15.66

Agricultural Mechanic "C" 13.45 13.72 14.00 14.28

Ass't. Chemist 14.23 14.51 14.80 15.10

Ass't. Pulp Dryer Foreman (MC, TF)

1st Class 16.26 16.58 16.92 17.25

2nd Class 15.95 16.27 16.60 16.93

3rd Class 15.68 15.99 16.31 16.64

Ass't. Pulp Dryer Foreman (NA, NY)

1st Class 16.49 16.82 17.16 17.50

2nd Class 16.21 16.53 16.86 17.20

3rd Class 15.89 16.21 16.53 16.86

BASE WAGE RATES

Alphabetical

JOB DESCRIPTION 2000 2001 2002 2003

TECHNICIAN "B" (Continued)

Ass't. Raw Sugar Boiler (NY) 14.81 15.11 15.41 15.72

Auto. Knife Filer Oprtr (NA) 12.65 12.90 13.16 13.42

Beet Supply Foreman (MC, NY) 13.21 13.47 13.74 14.02

Beet Supply Foreman (NA) 14.23 14.51 14.80 15.10

Bulk Loader 12.71 12.96 13.22 13.49

Carbonation Op. (TF,NA,NY) 12.77 13.03 13.29 13.55

Centrifugal Foreman

(Grandfathered MC,TF,NA) 14.92 15.22 15.53 15.84

Centrifugal Foreman (MC,TF,NA) 15.85 16.17 16.49 16.82

Centrifugal Foreman (NY) 14.92 15.22 15.53 15.84

Control Room Operator (MC,NY) 16.26 16.58 16.92 17.25

Control Room Operator

1st Class (TF,NA) 17.11 17.45 17.80 18.15

2nd Class(TF,NA,MC) 14.92 15.22 15.53 15.84

Crane Operator 17.38 17.73 18.08 18.44

Extra Station (NY) 14.81 15.11 15.41 15.72

Extra Station

(Grandfathered MC, TF, NA) 14.81 15.11 15.41 15.72

Food Safety Leadman (TF) 16.13 16.45 16.78 17.11

Knife Station Foreman (NA)

(Grandfather) 13.47 13.74 14.02 14.30

Lab Analyst 14.23 14.51 14.80 15.10

Lab Clerk 12.62 12.87 13.13 13.39

Lime Kiln Foreman 14.68 14.97 15.27 15.58

Locomotive Operator (TF) 12.64 12.89 13.15 13.41

Machine Operator/Sr. Ag Mechanic 17.58 17.94 18.30 18.66

Mechanic Helper & Asst. Boiler

House Operator - 1st Class 15.47 15.78 16.10 16.42

-2nd Class 14.25 14.53 14.83 15.12

- 3rd Class 12.55 12.80 13.05 13.31

Packager (NA)

1st Class 13.24 13.50 13.77 14.05

2nd Class 12.71 12.96 13.22 13.49

Pulp Dryer Fireman (MC,TF) 14.39 14.68 14.97 15.27

Pulp Dryer Fireman (NA,NY) 14.65 14.94 15.24 15.54

Pup Crew Leadman (NA) 13.81 14.09 14.37 14.66

Raw Sugar Boiler (NY) 16.27 16.59 16.93 17.26

Raw Sugar Boiler

(Grandfathered) (MC,TF,NA) 16.50 16.83 17.17 17.51

Raw Sugar Boiler (MC,TF,NA) 15.33 15.64 15.95 16.27

Receiving Clerk

(Grandfathered) 16.95 17.29 17.64 17.99

JOB DESCRIPTION 2000 2001 2002 2003

Alphabetical List

TECHNICIAN "B" (Continued)

Receiving Clerk 14.23 14.51 14.80 15.10

Relief Pulp Scoop Oprtr (NA) 12.95 13.21 13.48 13.75

Scoop Operator 14.29 14.58 14.87 15.16

Sr. Forklift Operator (NA,NY) 13.30 13.57 13.84 14.11

Sr. Sugar Warehouse Foreman 16.71 17.04 17.38 17.73

Storeroom Issue Clerk

"A" 13.25 13.51 13.79 14.06

"B" 12.81 13.07 13.33 13.60

"C" 12.29 12.54 12.79 13.04

Sugar Analyst (TF) 13.04 13.30 13.56 13.83

Sugar Dock Foreman (NA) 15.35 15.66 15.97 16.29

Sugar Room Leadman (NA) 13.81 14.09 14.37 14.66

Sugar Room Mechanics (NA) 15.85 16.17 16.49 16.82

(Grandfathered,)

Sugar Warehouse Foreman 16.13 16.45 16.78 17.11

Tool Room Attendant 13.30 13.57 13.84 14.11

Train Crewman (MC) 12.77 13.03 13.29 13.55

Warehouseman (MC,TF,NY)

I 12.98 13.24 13.51 13.78

II 12.71 12.96 13.22 13.49

Yard Forklift Operator 12.64 12.89 13.15 13.41

CLASS "A" STATION

Beet Delivery Man (MC) 12.26 12.51 12.76 13.01

Brown Sugar Leadman (NY)

Bulk Storage

Centrifugal Operator

Crystallizers (TF, NA, NY)

Filter Station Foreman

Forklift Operator

Knife Filer

Knife Setter

Lab Benchman

Liquid Sugar Operator (NA)

Locomotive Engineer (NA,NY)

No. 1 Package Machine Operator (NA)

Oiler

Packager 3rd Class (NA)

Packing 100 lb. Powdered (NA)

Pellet Mill Operator

Pumpman

Sugar Checker

Sugar Inventory Control Clerk

Sugar Truck Driver

JOB DESCRIPTION 2000 2001 2002 2003

Alphabetical List

CLASS "A" STATION (Continued) 12.26 12.51 12.76 13.01

Warehouseman III (MC,TF,NY)

Weibull Silo Operator (MC)

CLASS "B" STATION 10.67 10.88 11.10 11.32

Beet Flumer

Beet Washer Operator

Boiler House Helper

Brakeman

Coke Kiln Operator

Granulator (NY)

Lime Kiln Panelman

Mechanical Laborer

Melter Station Operator

Pulp Dryer Helper/Oiler

Pulp Dryer Helper/Scoop Operator

Storeroom Helper

Sugar Stacker (MC, TF, NA)

Supply Scoop/ Crane Helper (TF,NA,NY)

Tailing Recovery Operator

Vacuum Filter Operator (MC)

Waste Water Man (MC, TF)

CLASS "C" STATION 10.11/ 10.31/ 10.52/ 10.73/

9.14 new 9.32 new 9.51 new 9.70 new

Note: "C" Station Workers can be assigned to any of the following duties.

Beet Flume Helper

Beet Washer Helper

Filter Station Helper

Knife Station Helper

Lime Kiln Helper

Locker Room Attendant

Molasses Pump Operator

Packing 100's Paper

Picking Table

Pulp Dryer Helper

Rock & Trash Catcher

Sample Carrier

Sugar Trucker

Sweeper

Warehouse Helper

Watchman

Yard Helper

Yard Truck Driver

FACTORY OFFICE WORKERS

REGULAR NON-REGULAR

Accounting Staff -

Level 4 (MC,TF,NA)

Campaign & Temporary

Help ) 12.29 2000 10.11 2000

) 12.54 2001 10.31 2001

) 12.79 2002 10.52 2002

) 13.04 2003 10.73 2003

---

Accounting Staff -

Level 3 (MC,TF,NA)

Accounts Receivable )

Engineering ) 12.29 2000 10.67 2000

Utility ) 12.54 2001 10.88 2001

Receptionist ) 12.79 2002 11.10 2002

Scale House ) 13.04 2003 11.32 2003

---

Accounting Staff -

Level 2

Sugar (MC, TF)

Computer Operator )

(MC,TF,NA) ) 12.62 2000 11.27 2000

Accts. Payable ) 12.87 2001 11.50 2001

(MC,TF,NA,NY) ) 13.13 2002 11.73 2002

Purchasing Clerk ) 13.39 2003 11.96 2003

(MC,TF,NA,NY) )

---

Accounting Staff -

Level 1 (MC,TF,NA) ) 12.96 2000 N/A

Sugar Clerk ) 13.22 2001 N/A

) 13.49 2002 N/A

) 13.76 2003 N/A

-----  
Senior Accounting Staff -

(MC,TF,NA)

Ag Clerk ) 13.30 2000 11.65 2000

Payroll Clerk ) 13.57 2001 11.88 2001

) 13.84 2002 12.12 2002

) 14.11 2003 12.36 2003  
-----

NOTES:

Accounting Staff Level 1 is not a posted position (except Sugar Clerk at Nampa) - advancement is the decision of management. Experience in working in an "Accounting Staff" position is a requirement for the "Senior Accounting Staff" position.

Any employee in "B" or "C" Classification and hired before August 14, 1996, who becomes a Year Round Employee, will be paid the Class "A" Station rate. Employees hired on and after August 14, 1996, will not automatically receive the Class "A" Station rate upon becoming a Year Round Employee.

The silo Cleaning Leadman at Twin Falls, while so assigned, will receive twenty (20) cents above the Class A Station Rate.

All Non-Regular Employees who have accumulated at least 1,688 hours of seniority service, but less than 3,480 hours will receive ten (10) cents per hour in addition to their regular wages. All Non-Regular Employees who have accumulated at least 3,480 hours of seniority service will receive thirty (30) cents per hour in addition to their regular wages. Both to be paid on their final check when they are laid off. No payment will be made to employees who are discharged or quit.

The relief rate for Shift Supervisors, Shift Mechanical Supervisors, Sugar Warehouse Supervisors and Agricultural Maintenance Repair Supervisors will be fifty (50) cents per hour above the classification of the person relieving or the End Foreman rate per hour, whichever is greater.

Accounting Staff positions will have probationary period of ninety (90) days.

Employees working a twelve (12) hour shift schedule will be paid at 97.7272% of their base wage rate.

WAGES AND TERM OF CONTRACT

A four (4) year contract expiring July 31, 2004 with wage increases effective July 21, 2000 of:

1st year - 2%

2nd year - 2%

3rd year - 2%

4th year - 2%

EXHIBIT A

4-Shift Schedule

8-Hour Day

Mon. Tues. Wed. Thurs. Fri. Sat. Sun.

C C D D D D D

1st Week B B B B C C C

A A A A A B

---

D A A A A B

2nd Week C C C D D D D

B B B B C C

---

B B B C C C

3rd Week D A A A A B

C C C D D D D

---

C C D D D D D

4th Week B B B B C C C

D A A A A B

---

A A A A A B

5th Week C C D D D D D

B B B C C C

---

B B B B C C

6th Week D A A A A B

C C C D D D D

---

C C C D D D D

7th Week B B B B C C C

D A A A A B

---

D A A A A B

8th Week C C D D D D D

B B B B C C C

---

B B B B C C C

9th Week A A A A A B

C C D D D D D

---

Mon. Tues. Wed. Thurs. Fri. Sat. Sun.

C C C D D D D

10th Week B B B B B C C

D A A A A B

---

D A A A A B

11th Week C C C D D D D

B B B B C C C

---

B B B B C C C

12th Week D A A A A B

C C D D D D D

---

C C D D D D D

13th Week B B B B C C C

A A A A A B

---

The above schedule changes shifts from day shift to swing shift to graveyard shift - in that order. The cycle of shifts is completed with the twelfth week and commences to repeat itself on the thirteenth week.

4-Shift Schedule

12-Hour Day

(an example which can be modified by local decision)

Mon. Tues. Wed. Thurs. Fri. Sat. Sun.

1st Week

Shift Hours

6am-6pm C C C C D D D

6pm-6am D B B B A A A

Off duty shift A A A A C C C

Off duty shift B D D D B B B

---

2nd Week

Shift Hours

6am-6pm B B B B A A A

6pm-6am A D D D C C C

Off duty shift C C C C B B B

Off duty shift D A A A D D D

---

3rd Week

Shift Hours

6am-6pm D D D D C C C

6pm-6am C A A A B B B

Off duty shift B B B B D D D

Off duty shift A C C C A A A

---

4th Week

Shift Hours

6am-6pm A A A A B B B

6pm-6am B C C C D D D

Off duty shift D D D D A A A

Off duty shift C B B B C C C

---

5th Week

Shift Hours

6am-6pm C C C C D D D

6pm-6am D B B B A A A

Off duty shift A A A A C C C

Off duty shift B D D D B B B

---

Mon. Tues. Wed. Thurs. Fri. Sat. Sun.

6th Week

Shift Hours

6am-6pm B B B B A A A

6pm-6am A D D D C C C

Off duty shift C C C C B B B

Off duty shift D A A A D D D

---

7th Week

Shift Hours

6am-6pm D D D D C C C

6pm-6am C A A A B B B

Off duty shift B B B B D D D

Off duty shift A C C C A A A

---

8th Week

Shift Hours

6am-6pm A A A A B B B

6pm-6am B C C C D D D

Off duty shift D D D D A A A

Off duty shift C B B B C C C

---

9th Week

Shift Hours

6am-6pm C C C C D D D

6pm-6am D B B B A A A

Off duty shift A A A A C C C

Off duty shift B D D D B B B

---

10th Week

Shift Hours

6am-6pm B B B B A A A

6pm-6am A D D D C C C

Off duty shift C C C C B B B

Off duty shift D A A A D D D

---

11th Week

Shift hours

6am-6pm D D D D C C C

6pm-6am C A A A B B B

Off duty shift B B B B D D D

Off duty shift A C C C A A A

---

Mon. Tues. Wed. Thurs. Fri. Sat. Sun.

12th Week

Shift Hours

6am-6pm A A A A B B B

6am-6am B C C C D D D

Off duty shift D D D D A A A

Off duty shift C B B B C C C

---

After 12th week, return to 1st week schedule.

The above schedule changes from day shift to night shift - in that order. The cycles of shifts is completed with end of the fourth week and commences to repeat itself on the fifth week.

4-Shift Schedule

12-Hour Day

(an example which can be modified by local decision)

Mon. Tues. Wed. Thurs. Fri. Sat. Sun.

1st Week

Shift Hours

7am-7pm C C C C D D D

7pm-7am D B B B A A A

Off duty shift A A A A C C C

Off duty shift B D D D B B B

---

2nd Week

Shift Hours

7am-7pm B B B B A A A

7pm-7am A D D D C C C

Off duty shift C C C C B B B

Off duty shift B A A A D D D

---

3rd Week

Shift Hours

7am-7pm D D D D C C C

7pm-7am C A A A B B B

Off duty shift B B B B D D D

Off duty shift A C C C A A A

---

4th Week

Shift Hours

7am-7pm A A A A B B B

7pm-7am B C C C D D D

Off duty shift D D D D A A A

Off duty shift C B B B C C C

---

5th Week

Shift Hours

7am-7pm C C C C D D D

7pm-7am D B B B A A A

Off duty shift A A A A C C C

Off duty shift B D D D B B B

---

Mon. Tues. Wed. Thurs. Fri. Sat. Sun.

6th Week

Shift Hours

7am-7pm B B B B A A A

7pm-7am A D D D C C C

Off duty shift C C C C B B B

Off duty shift D A A A D D D

---

7th Week

Shift Hours

7am-7pm D D D D C C C

7pm-7am C A A A B B B

Off duty shift B B B B D D D

Off duty shift A C C C A A A

---

8th Week

Shift Hours

7am-7pm A A A A B B B

7pm-7am B C C C D D D

Off duty shift D D D D A A A

Off duty shift C B B B C C C

---

9th Week

Shift Hours

7am-7pm C C C C D D D

7pm-7am D B B B A A A

Off duty shift A A A A C C C

Off duty shift B D D D B B B

---

10th Week

Shift Hours

7am-7pm B B B B A A A

7pm-7am A D D D C C C

Off duty shift C C C C B B B

Off duty shift D A A A D D D

---

11th Week

Shift hours

7am-7pm D D D D C C C

7pm-7am C A A A B B B

Off duty shift B B B B D D D

Off duty shift A C C C A A A

---

Mon. Tues. Wed. Thurs. Fri. Sat. Sun.

12th Week

Shift Hours

7am-7pm A A A A B B B

7am-7am B C C C D D D

Off duty shift D D D D A A A

Off duty shift C B B B C C C

---

13th Week

Shift Hours

7am-7pm C C C C D D D

7pm-7am D B B B A A A

Off duty shift A A A A C C C

Off duty shift B D D D B B B

---

The above schedule changes from day shift to night shift - in that order. The cycles of shifts is completed with the end of the fourth week and commences to repeat itself on the fifth week.

## ALPHABETICAL

### INDEX

PAGE NO.

Acquisition 31

Agricultural Electrician, Welder, & Machinist 8 Americans with Disabilities Act (The) 19

Application for Membership - Union 19

Arbitration Procedure 22

Broken Tools 25

Bulletin Board 23

Call Back Minimum 6

Campaign Job Posting 18

Campaign Job Security 18

Campaign Work 2

Campaign Work Schedule 3

Classifications 6

Collective Bargaining 1

Company to Notify - Employee Status 19

Company Reply to Promotion Application 18

Contracting Out Work 2

Crisis Management 31

Discipline and Discharge	21
Employees Committee	21
Employees Excluded	1
Employee Representation	22
Employee Retirement Savings Plan (401k)	27
- Continuation of Plan	27
- Release of Information	27
- Eligibility	28
- Application for	28
- Included in Agreement	28
End of Campaign (Hours Worked)	4
Equal Employment Opportunity	26
Extraordinary Risk Pay	7
Funeral Leave	25

ALPHABETICAL

INDEX

PAGE NO.

Grandfather Clause and Red Circled Rates	27
Grievance Procedure	21
Group Insurance	14
- Eligibility	14
- Included in Agreement	14
- Medicare Supplement	15
HAZMAT Team	7
Hiring	19
Holidays in Campaign Season	9
- Holidays Not Worked	9
- Holiday Option	9

- Holidays Worked 9

- Qualifying for 6.3(a) and 6.3(b) 9

- When Recognized 9

Holidays in Inter-Campaign Season 8

- Holidays During Vacation 9

- Holidays Not Worked 8

- Holidays Worked 8

- When Recognized 9

Holiday Rate 9

Recognized Holidays 8

Immediate Supervisor 2

In Witness Whereof (Signing of Agreement) 31

Incident Report Form 21

Inter-Campaign Work 3

Inter-Campaign Job Posting 17

Inter-Plant Transfers 18

Juice Campaign 7

Jury Duty 24

Labor Safety Devices 24

Leaves of Absence 25

Legislation 24

Licensing 30

ALPHABETICAL

INDEX

PAGE NO.

Lunch Periods 4

- Campaign 4

- Factory Office 5

- Inter-Campaign 4

- Overtime 4

Machine Operators/Sr. Ag Mechanics 7

Masculine Gender 27

Mechanical Helper 3rd Class Testing 28

Membership Denial (Union) 19

Military Service 25

Minimum Rate (Wages) 6

Miscellaneous 23

Nepotism 30

No Reduction of Benefits 8

Notice of Layoff 18

Nondiscrimination 20

Office and Warehouse Workers Schedule 3

Overtime 5

- Computation of 5

- Emergency Overtime 6

- Overtime Pay 5

- Pyramiding of Overtime 6

Overtime Rate 6

Perfect Attendance 27

Posting and Filling Period 18

Promotions, Lay-offs, and Rehires 15

Qualifying for Rate 17

Regular Employee 3

Reporting Pay 6

ALPHABETICAL

INDEX

PAGE NO.

Retirement Plan 13

- Application For 13
- Continuation of Contributions 13
- Continuation of Plan 13
- Eligibility 13
- Included in Agreement 13
- Release of Information 13
- Union Representatives 13
- Withdrawal of Contributions 13

Right to Discharge 21

Right to Work 20

Safety Committee 23

Safety Glasses (Prescription) 25

Seniority 20

- Campaign Seniority - How Lost 20
- Seniority - How Lost 20
- Seniority Lists 21

Severance Pay 23

- Benefits Allowed 23
- Severance Pay Granted 23

Sick Leave 11

- Benefit Rate 11
- Effective Date 11
- Limitations 12
- Termination of Benefits 12
- Verification of Illness 11
- Workmen's Compensation Cases 12

Split Shifts 4

Stewards 21

Strikes and Lockouts 22

Summer Meetings 25

Temporary Closing of Plant 27

Temporary Transfers 15

Term of Agreement 31

ALPHABETICAL

INDEX

PAGE NO.

Testing 28

- Demonstrating Mechanical Helper 3rd Class Skills 28

- Warehouse Employees 29

- Welding 28

The Americans With Disability Act 19

Time Off Without Pay 26

Training Positions 18

Travel Time 4

Union Affairs 23

Union Dues Check-Off 19

Union Label 27

Union Recognition 1

Union Right to Discuss 20

Union Security 19

Union Shop 19

Union to Notify 19

Unions as Bargaining Agents 1

Unreported Absences 25

Vacations 10

- Carry Over Vacation 10

- Conflicting Vacations 10

- Qualifying for Vacation 10

- Termination Vacation Pay 11

- Vacation Pay 11

- Vacation Period & Limitation 10

Volunteers 27

Wage Classifications 31

Warehouse Employees, Testing 29

Watchman 4

Welding Test 28

Work Covered 2

Work Day and Work Week 3

Written Warnings 21

Year Round Employee (Regular Employee) 3

The Amalgamated Sugar Company LLC (BCTGM)

No. 282G - Mini-Cassia Factory

M. Alan Swenson, Plant Manager

Mini-Cassia Factory

Daniel P. Maloney

Gary Pool, Plant Manager          Kent Warr

Twin Falls Factory

James E. Martinez

Joe P. Huff, Plant Manager          No. 283G - Twin Falls Factory

Nampa Factory

Wayne Anderson

Nasser Shoae, Plant Manager

Nyssa Factory

Joe Benitez

John R. Lemke, General Counsel      Layne Rabe

No 284G - Nampa Factory

K. Pete Chertudi, Vice President

Operations                      Paul W. McFarland

Al Buzby

Vic Jaro, Assistant to the  
President

Stanley Q. Bair

No. 290G - Nyssa Factory

Paul D. Lemieux, Manager

Employee Relations

Jerry Ledbetter

R. Farrel Farnes, Manager

Dave Reynolds

Information Systems

Ed MacPhee

Al Whitby

Corporate Safety Director

Harry Guildner, Vice President,

Workman's Compensation      Bakery, Confectionery, Tobacco

Administrator                  Workers and Grain Millers

International Union - AFL-CIO

Committee Representing Bakery,  
Confectionery, Tobacco Workers and  
Grain Millers International Union