

COLLECTIVE BARGAINING AGREEMENT BETWEEN

MISSION FOODS, a Division of Gruma Corporation,

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL #7, AFL-CIO**

TERM: March 27, 2022 through March 22, 2025



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UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #7

TERM: March 27, 2022 THROUGH March 22, 2025

AGREEMENT/WITNESSETH

This Agreement is made and entered into this **15th day of June 2022**, by and between MISSION FOODS A DIVISION OF GRUMA CORPORATION, 2110 Santa Fe Drive, Pueblo, Colorado 81006, hereinafter referred to as the "Employer," and UNITED FOOD AND COMMERCIAL WORKERS, LOCAL NO. 7, UFCW Building, Suite 400, 7760 West 38th Avenue, Wheat Ridge, Colorado 80033, hereinafter referred to as the "Union."

WITNESSETH

The parties hereto desire to record the terms of their agreement arrived at through collective bargaining regarding rates of pay, wages, hours, and working conditions of employment at the Employer's facilities.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

This Agreement is the sole and only agreement between the parties hereto relating to the employees described in Article 1.

ARTICLE 1
RECOGNITION AND EXCLUSIONS

Section 1. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all production, maintenance, sanitation, quality control, and warehouse employees, employed by the Employer at its Pueblo, Colorado (and all future plants within a 60 mile radius of the plant located at 2110 Santa Fe Drive, Pueblo, Colorado), Colorado Springs, Colorado, and Denver, Colorado, facilities; but excluding all office clerical, professional and sales employees, guards, over the road drivers, and supervisors as defined in the Act, including the hourly supervisors.

Section 2. An excluded employee shall not be permitted to perform any bargaining unit work as herein specified except in cases of emergency, training purposes or equipment installation and modification, or as the requirements of the business demands.

It is expressly understood and agreed that the current excluded employees shall be allowed to continue performing the work they are currently performing; however, in no event shall such work reduce the hours of the bargaining unit employees or be used to displace bargaining unit jobs.

Section 3. Completion of Forms For Benefit Programs. At the time of hiring, the Employer will advise each such employee of the fact that he must become a member of the Union within thirty-one (31) days and must remain a member of the Union as a condition of employment during the life of this Agreement. The Employer agrees to distribute a one-page, Union-prepared notice that explains the requirement under this Agreement to join the Union. The notice may also include a short description of benefits provided through Union membership. The Employer will likewise furnish each such employee with the address of the Union office and **the** name of the Union Representative. Completion of any necessary applications, forms, and papers for qualification under the Health and Welfare Article or any other benefit programs provided by this Agreement, shall be completed on the first (1st) day of employment, if possible, but not later than the eligibility date of participation in the various plans.

ARTICLE 2 **RIGHTS OF MANAGEMENT**

Section 4. Except as otherwise abridged, delegated, granted or modified by this Agreement, the Employer has the sole and exclusive right to exercise all of the traditional and lawful rights or functions of management. As long as the action of the Company does not violate any provisions of this Agreement, it shall have the absolute right to exercise the following rights and functions:

- (a) Manage its business and financial affairs, determine the location of the business, including the establishment of new plants or departments, divisions or subdivisions, and the relocation and closing of plants, departments, divisions or subdivisions thereof (this is not to be deemed a waiver of the Union's legal rights as provided by the National Labor Relations Act), the determination of the layout of equipment or materials to be used in the business, the determination of and the right to make changes in processes, techniques, methods and means of care, the right to make any changes or adjustments of machinery or equipment, including the right to automate any or all of the Employer's processes;
- (b) the right to direct the working forces; including the right to hire, promote, transfer, lay-off, recall, rehire and the right to suspend, demote, discipline or discharge any employee for just cause;
- (c) the right to promote or transfer employees who voluntarily agree to supervisory or other managerial positions outside of the bargaining unit, the establishment of quality standards, the establishment of reasonable quantity standards consistent with industry practices (which shall be subject to the grievance and arbitration procedures), and the right to make necessary rules and regulations for the conduct of the business.

The remedy for a violation of the reasonable quantities standard of Section 4 (c), shall be limited to payment to the employee for the hours worked when such reasonable standards were not applied, at one and one-half (1 1/2) times the employee's straight time hourly rate. It is further understood and agreed that the Employer retains the right to terminate, merge, or sell the business, or any part thereof, and, in the event the Employer sells, leases, or merges the business or Company containing the bargaining unit, this contract shall not be binding upon the successor in interest as long as the present owners do not own a controlling interest in the successor employer.

ARTICLE 3
BARGAINING UNIT WORK JURISDICTION

Section 5. Except as modified by the provisions of this contract, all work and services performed in the bargaining unit connected with the production or handling of merchandise shall be performed exclusively by bargaining unit employees. If the work cannot be performed by bargaining unit members, as needed, the Company shall have the right to have non-bargaining unit employees to perform the same.

Section 6. The Employer shall have the right to subcontract out any part of its current operations as the requirements of the business demands, provided that no subcontractor shall work within any of the Employer's facilities (except for projects or work which bargaining unit employees cannot, or are unwilling to perform), and no bargaining unit employee (employed as of the date of ratification of this Agreement) is terminated or laid off as a result of such subcontracting. Future operations may be subcontracted even in the event they are brought into the plant in the future and later, subcontracted out.

Maintenance Department subcontractors who work more than thirty (30) days, at any time, within the plant shall become part of the bargaining unit.

Notwithstanding the foregoing, the Employer retains the right to subcontract out warehouse, sanitation, or maintenance duties on Fridays, Saturdays, or Sundays, so long as no current employee in the foregoing departments (employed as of the date of ratification of this Agreement) is terminated, laid off, or suffers a reduction of hours as a result of such subcontracting. Prior to such subcontracting, employees within the respective departments with less than 40 hours worked in a work week may request the opportunity to complete up to 40 hours by notifying their immediate supervisor of their desire for such work.

In the event subcontracting results in a reduction of hours, the Company shall reduce hours, in reverse seniority order, by department.

ARTICLE 4
RATES OF PAY

Section 7. The minimum wages for the indicated classifications shall be as set forth in Appendix "A" attached hereto, and by this reference made a part hereof

Regular Full-Time Employees. For the purposes of this Agreement, a permanent full-time employee is one who works a regular schedule of thirty-two (32) hours or more per week and has completed the probationary period.

Part-Time Employees. For the purposes of this Agreement, a part-time employee is one who works a regular schedule of less than thirty-two (32) hours per week and has completed the probationary period.

Section 8. New Job Classifications. In the event there is a change in operations requiring the establishment of a new classification or classifications, the Employer retains the right to do so. The Employer retains the right to establish the pay rate of the new classification. However, the Employer shall notify the Union of any new classifications and proposed rates. If the Union disagrees with the rate established, the Employer and the Union shall meet to negotiate a mutually

agreeable rate for the new classification. In the event of impasse, the Company and the Union agree to non-binding mediation. If there is no agreement the Company shall have the right to implement the highest rate of pay offered. The Company shall not use new classifications to reduce work or rates of pay for the classifications set forth in this Agreement.

ARTICLE 5
UNION SECURITY AND CONDITIONS

Section 9. Union Membership. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in the Union.

Section 10. For the purpose of Section 9 above, the ratification date of this Agreement shall be considered as its effective date.

Section 11. Delinquent Members. Whenever the Union requires the Employer to discharge any employee for failure to join or maintain his membership in the Union in accord with the terms of this Article, the Union agrees to furnish the Employer an itemized copy of the delinquent accounts with the Union, together with a written request for discharge. The Employer will discharge any employee who falls within the bargaining unit as described in Section 1 hereof within ten (10) days after the receipt of said written request for discharge, unless, within said ten (10) day period, the delinquent employee pays or tenders his delinquent initiation fee (or uniform reinstatement fee, where applicable) and/or delinquent Union dues to an authorized agent of the Union.

ARTICLE 6
CHECKOFF

Section 12. The Employer agrees to deduct the weekly Union dues (including initiation fees for new employees) from the net amount due each employee in the bargaining unit as described in Section 1 hereof who has furnished the Employer (either directly or through the Union) with an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is understood that the check off authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke this individual check off authorization upon giving thirty (30) days' written notice to the Employer and the Union.

Section 13. The Employer agrees to make weekly deductions for Union dues from each bargaining unit employee's paycheck and further agrees to remit all such deductions to the President of the Local Union within ten (10) days after the last pay period of each calendar month throughout the year.

ARTICLE 7
NO REDUCTION IN PAY

Section 14. Except as provided by agreement of the parties, no employee shall suffer any reduction of his or her hourly pay because of the adoption or through the operation of this Agreement.

Section 15. The Employer shall not raise or subsequently lower hourly rates of pay for classifications covered by this Agreement without the mutual consent of the Union.

ARTICLE 8
WORKWEEK

Section 16. The regularly scheduled workweek for employees shall be Sunday through Saturday. The Company shall designate and have the right to change the starting time of all shifts. Insofar as possible, all employees shall be regularly scheduled for two (2) consecutive days off.

An employee's workday shall end after completion of the scheduled shift unless the employee is notified of the need for him/her to stay at least one hour prior to the end of shift. This provision shall not apply if a relief employee fails to call off within the time mandated by the Absentee and Incentive Policy in "Appendix B".

BARGAINING NOTE: The parties agree that, within sixty (60) days of ratification, they shall meet in a joint labor-management committee to discuss and explore options to ensure workers receive at least two days off each week.

Section 17. Paydays. Employees shall be paid weekly. All employees shall receive their paychecks no later than the end of their last shift for the workweek; however, if possible, the Employer shall distribute the checks during the period 6:00 am to 8:00 a.m. and 12:30 p.m. to 3:30 p.m. on payday. If an employee secures his or her check and fails to report to work for his or her next shift, or is tardy on three (3) occasions, the Company may mail the employee all further checks or deliver them to her or him at the end of the employee's last shift for the week.

The Employer shall provide a printed (hard copy) pay stub to employees who make a request. Such requests shall be effective for payroll issued the week following receipt of the request.

BARGAINING NOTE: The Employer represents that it continues to work on ensuring technology sufficient for employees to access pay stubs on their own and to print such pay stubs at the plant. The Union agrees that if the Company makes adequate progress in this regard, the Union will meet with the Company and discuss whether continued provision of a printed pay stub by the Company is necessary.

ARTICLE 9
OVERTIME

Section 18. Overtime compensation at the rate of time and one half (1^{1/2} x) the employee's base hourly rate of pay shall be paid under the following conditions:

- a. For all time worked in excess of nine (9) hours in any one (1) day. However, if an employee on shift is required to work beyond his scheduled hours or if unscheduled overtime is offered to him pursuant to Section 21, overtime compensation at the rate of time and one-half ($1\frac{1}{2}$ x) the employee's base hourly rate of pay shall be paid for all time worked in excess of eight (8) hours on that day.
- b. For all time worked in excess of forty (40) hours in any one (1) workweek as described above.
- c. Work on the Sixth and Seventh Day. All work performed by employees on the sixth consecutive day of work within a workweek, shall be paid at the rate of one and one-half times ($1\frac{1}{2}$ x) the employee's straight-time hourly rate of pay, provided the employee actually works on the sixth (6th) day of the workweek, and has completed forty (40) hours of work. All work performed by employees on the seventh (7th) day of work in any workweek, shall be paid for at double-time (2x) the employee's straight-time hourly rate of pay, provided the employee actually works the sixth (6th) and seventh (7th) consecutive days, and has completed over forty-eight (48) hours of work.
- d. For Sanitation Department employees, for all hours worked on the sixth (6th) and seventh (7th) day in any workweek or combination thereof.
- e. No employee shall be required to work more than twelve (12) hours in a day. There shall be at least twelve (12) hours between an employee's quitting time and his/her next starting time. All hours worked over twelve (12) hours in a day shall be paid at the double-time (2x) rate for all employees with five (5) years of service or more.

Section 19. No Pyramiding of Overtime. It is understood and agreed that there shall be no pyramiding of overtime and premium pay for the same hours of work.

Section 20. Scheduled Overtime. Scheduled overtime shall be distributed as follows: Each department shall post a weekly list for the employees to express their desire to work overtime by Wednesday of the preceding week. If the need for overtime arises, it will be offered to non-probationary employees in seniority order by department and classification who have signed the list. If the need cannot be filled through this process, the Employer may require the non-probationary employees or (at management discretion, the probationary employees) in reverse order of seniority by job classification to work the needed overtime.

Section 21. Unscheduled Overtime. It is understood and agreed that due to fluctuating customer demands, the perishable nature of the Employer's products, equipment breakdowns, power failures and other conditions beyond the control of the Employer, it may require a shift(s), department(s), line(s), or classification(s) to work unscheduled overtime. When the need for unscheduled overtime arises, it will be offered by classification to employees present at the plant, in seniority order, and forced by reverse seniority. If the need cannot be filled, the Company shall call employees within the classification, offer by seniority and force by reverse seniority.

Section 21a. Except when employees call off without proper notice, tardiness, and no call/no shows as provided in Section 16, supervisors will be responsible for informing any employee(s) of the need to hold over at least 60 minutes before the end of the scheduled shift. When informing employees of the need to hold over, the non-bargaining unit supervisor/manager shall advise the employee of the reason for the holdover, the position to be worked, and the expected length of the hold over. If the supervisor does not comply with the requirements of this

section, the subject employee shall be authorized to refuse the hold over work at the end of the scheduled shift. The employee and the Union shall receive a copy of the hold over notice upon request. Notice attached as Exhibit. The Company shall supply a local landline in the office next to the break room by the production area entrance for employees to notify family members, or others with a need to know, of hold over work.

ARTICLE 10 **NIGHT PREMIUMS**

Section 22. A premium of one dollar (\$1.00) per hour shall be paid for all hours worked during third (3rd) shift and a premium of fifty cents (\$.50) per hour shall be paid for all hours worked on second (2nd) shift. Third shift employees will receive one dollar (\$1.00) per hour premium for all hours worked on third shift and for all continuous hours worked when they are held over or scheduled to work overtime beyond third shift. All sanitation employees who have been continuously employed since on or before August 28, 1988, employed on date of ratification shall continue to receive an additional twenty cents (\$.20) for first (1st) shift.

For purposes of calculating shift differential only, first shift shall include all hours worked between 6:00 a.m. and 2:00 p.m.; second shift shall include all hours worked between 2:00 p.m. and 10 p.m.; and third shift shall include all hours worked between 10:00 p.m. and 6:00 a.m. This provision is not intended to limit the Company's authority to establish shifts or to schedule employees to work. If, however, the Company determines it is necessary to alter these shift times, it will first give the Union 30-days' notice of the change. Third shift maintenance and third shift sanitation workers will receive the one dollar (\$1.00) shift differential for all hours worked. There will be no pyramiding of shift differentials.

ARTICLE 11 **HOLIDAYS AND HOLIDAY PAY**

Section 23. All employees who have completed their probationary period shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved: New Year's Day, Labor Day, Thanksgiving Day, Christmas Day, Memorial Day, Fourth of July.

Section 24. Employees who are scheduled to work the holiday and who do not work the holiday will not receive holiday pay unless on funeral leave.

Section 25. Holiday Pay. As pay for an unworked holiday, regular full-time employees will be paid at straight time for the number of hours they would normally have worked on the day in question, but not to exceed eight (8) hours. If the holiday falls on a day which would normally have been such employee's scheduled day off he shall be paid eight (8) hours at straight time as pay for the unworked holiday.

Section 26. Qualification For Unworked Holiday Pay. In order to qualify for pay for an unworked holiday, an employee otherwise eligible for such pay under the terms of this Article must work his regularly scheduled day immediately preceding the holiday and his regularly scheduled day immediately following the holiday, unless he has been previously excused from such work by the Employer or is on funeral leave. In any event, the employee must perform work during the week in which the holiday occurs, unless on vacation, or during the first thirty (30) days of an absence for which an employee is receiving Workman's Compensation.

Section 27. An unworked holiday, even though paid for under the terms of this Article, shall not be counted as a day worked for the purpose of computing overtime pay in a holiday workweek.

Section 28. Pay For Holiday Work. When a holiday is worked, the employee shall be paid his regular base rate of pay, in addition to the holiday pay provided herein.

ARTICLE 12 **VACATIONS**

Section 29. All employees shall receive one (1) weeks paid vacation after one (1) year's service, two (2) weeks paid vacation after three (3) years' service, three (3) weeks paid vacation after five (5) years' service, three (3) weeks paid vacation plus one (1) week's pay after ten (10) years' service; and four (4) weeks paid vacation after fifteen (15) years' service and five (5) weeks paid vacation after twenty (20) years.

Section 30. Vacations may be started on any day of the week. Except as provided by Section 30a, such vacations shall be paid at straight time rates for forty (40) hours. Employees who schedule vacations that extend over Saturday and Sunday shall not be paid for Saturday and Sunday and shall not be required to work those days during their scheduled vacation. Notice of vacation scheduling opportunities shall be posted in the lunchroom.

Section 30a. Eligible employees with sufficient vacation time may use up to five earned and unused vacation days per year in 8-hour increments. In no event may a single vacation day be taken during any week that has a holiday. Notwithstanding the provisions of Section 30 regarding vacation time in weekly increments, an employee may utilize remaining vacation that is less than 40 hours if they do not have sufficient accrued earned vacation time remaining to take the requisite week required under Section 30 after exercising their rights under this section. Such vacation, however, must be taken in the largest increment available, up to 40 hours, based on the employee's remaining vacation time. Employee must make a vacation request under this section at least two weeks before the day the employee wishes to take the vacation day, except that an employee may take 8-hours of vacation up to three times per year upon approval by a supervisor. The Company has 72 hours to determine whether it can accommodate the request. If the Company fails to respond to the request within 72 hours, the request is deemed to be approved. This section does not increase the number of vacation days a person is entitled to under Section 29.

Section 30b. Employees may sell back some or all earned and unused vacation. Vacation sellbacks must be requested in 8-hour increments and submitted on the approved Vacation Sellback Request Form at least 10 days in advance of the requested payment. All vacation sellback requests will be paid on a regular payroll cycle following the employee's request and at the employee's current base rate of pay, without any premiums or differentials. Sellbacks do not count toward overtime hours. No separate or manual checks will be issued for sellback payouts.

Section 31. Vacation Pay In Advance. An employee who has earned vacation on the basis of having completed an anniversary year shall receive his vacation pay during the workweek immediately preceding the employee's vacation, provided the employee has requested such in writing at least two weeks in advance of his vacation.

Section 32. Holiday During Vacation. If any one of the holidays enumerated in Article 12 hereof falls during an employee's vacation, the employee shall receive an extra day's vacation pay because of it.

Section 33. A vacation may not be waived by an eligible employee and extra pay received for work during that period, unless agreed by the Union and the Employer. Vacations must be taken during each anniversary year. If unused vacation is not used during the year in which it is provided, the unused vacation shall roll forward into the next year. If an employee carries forward unused vacation to the employee's next vacation award, the Employee can only have the amount to which the employee is eligible plus one additional week. Any unused vacation in excess of the stated award plus one week will be paid out. Back to back vacations will not be permitted.¹

SCHEDULING OF VACATIONS

Section 34. The Employer retains the right to determine the number of employees who may be on vacation at any given time. If a dispute arises between employees as to vacation preference, seniority shall govern within the department.

Section 35. The Employer will distribute a vacation request form on or about September 1 of each calendar year. Employees must return the form to Personnel by October 1, indicating their choices for vacations. The Human Resources Department shall finalize the vacation schedule by November 1.

Section 36. Any employee who fails to return the form on time will be scheduled on a seniority basis after all employees who timely returned the form have been scheduled. Employees who failed to return the form will be scheduled in order of seniority after all other employees have been scheduled.

Section 37. When the vacation dates have been established, they will not be changed unless mutually agreeable between the employee and the Employer.

Section 38. Notwithstanding the above, employees who voluntarily transfer to another department after their vacation has been selected are subject to having their vacation rescheduled.

ARTICLE 13 **SCHEDULE POSTING**

Section 39. By 1:00 p.m. on Thursday of each workweek, management will post the work schedule for production employees for the following week, which schedule shall be in ink and shall include employee's first initial and last name. For non-production employees, work schedules will be posted by 1:00 p.m. on Friday of each workweek. Such work schedules shall not be changed by management for that particular workweek except where the change is predicated on circumstances beyond the control of management; for example, sickness, injury, leaves of absence, vacations, jury duty, production needs and requirements, equipment breakdown, power failures, acts of God, etc. This clause shall not be construed as preventing management from calling in employees for extra work outside of the posted schedule, from requiring overtime work outside of the posted schedule, or from bringing in additional employees where it appears advisable in the

¹ "Back to back" vacations is the practice of combining the last weeks of current vacations with newly earned vacations.

opinion of management. The posting of the work schedule shall be deemed notice to all employees of said schedule.

Section 40. To the extent possible, any changes in the work schedule will be reflected on the posted schedule at the time the change is made.

ARTICLE 14 **NO FREE WORK**

Section 41. It is intended that there shall be no "free" or "time off the clock" work practices under this Agreement. This section shall not prevent employees from volunteering time for Company sponsored social events such as parties, picnics, and dinners.

ARTICLE 15 **SPLIT SHIFTS**

Section 42. Except for Denver and Colorado Springs warehouse employees, and unforeseen circumstances, including acts of God, stoppages of work by any Union, fire, flood, breakdown of plant equipment, power failure, and other conditions beyond the control of the Employer, there shall be no daily split shifts, which are defined as two (2) working periods in the same day which are separated by more than a normal meal period.

ARTICLE 16 **PLANT MEETINGS**

Section 43. All time spent by an employee actually attending any plant meeting where his attendance is required by the Employer shall be counted as time worked. This provision shall not apply to the grievance meetings under the grievance and arbitration or dispute procedure of this Agreement. When an employee is called into work to attend a Company meeting, such employee will be paid a minimum of two (2) hours straight time pay.

ARTICLE 17 **REPORTING PAY**

Section 44. Any employee who is called to work and is ready, willing and able to work in any position or classification of the Employer, shall be guaranteed a minimum of two (2) hours' pay at their regular rate. There shall be no reporting pay in addition to hours worked on any day that an employee is called for work and works more than the two (2) hour minimum.

ARTICLE 18 **LUNCH BREAKS**

Section 45. Each employee who is scheduled to work in excess of five (5) hours in a day shall receive a one-half (1/2) hour meal period which shall not be paid. This meal period shall be taken at approximately the middle of the work shift.

ARTICLE 19
RELIEF PERIODS

Section 46. The Employer shall schedule and provide a break period of fifteen (15) minutes for each four (4) hour period worked, not to exceed two (2) such relief periods per day for a regular eight (8) hour shift. An employee working more than eight (8) hours in any particular shift will be entitled to one fifteen (15) minute break period for each additional four (4) hour period worked. It is understood that employees will be scheduled for breaks by management, and such breaks will be taken in designated break areas.

ARTICLE 20
PROBATIONARY PERIOD

Section 47. The first thirty (30) calendar days of employment shall be considered a trial period, during which time, an employee may be terminated for any reason, and he shall have no recourse to the grievance or arbitration procedures set forth in this Agreement concerning such termination. Such trial period may be extended by mutual agreement between the Employer, the employee and the Union Representative, up to an additional thirty (30) days.

ARTICLE 21
SENIORITY

Section 48. Seniority is the length of continuous employment within the bargaining unit. Effective upon ratification, for all present bargaining unit employees, their seniority date shall be from their first date of employment with the Company. Seniority for other employees shall be from the date the employee actually is assigned to or hired for a bargaining unit position.

In Maintenance Department, departmental seniority will stand for promotions within the department, vacations, overtime, shift and days off preference, and layoffs.

In the Total Quality Department, departmental seniority exercised within classification will stand for promotions within the department, vacations, overtime, shift and days off preference, and layoffs.

If two (2) or more employees have the same seniority date, the employee who punches in first will be the more senior. In the event the Employer has no records available to determine who punched in first, the employee or the employees involved with the lowest sequence of the last four (4) digits of their social security number shall be considered the more senior.

Termination of Seniority. Seniority shall terminate for any of the following reasons:

1. Voluntary quit.
2. Discharge for just cause.
3. Layoff of nine (9) months.
4. Failure to return to work in accordance with a leave of absence.
5. Failure to report for work upon recall after layoff within three (3) days after receipt or notification of return of receipt of mailing by certified or registered mail of a recall notice to the last address furnished in writing to the Employer by the employee.

Section 49. Job Bidding Procedures. When a vacancy occurs or a new job classification is established in other than a key position, notice will be posted on the bulletin board and employees will have an opportunity to bid on the vacancy or new job. Employees shall have seven (7) consecutive days in which to sign up for the job in the production office or the kiosk. The most senior qualified employee shall receive the position and shall receive training, if necessary. The Company shall allow probationary employees to bid on jobs.

The Employer may fill the vacancy temporarily for up to twenty-one (21) days pending selection of the successful bidder. If an employee bids on a job in another job classification, the employee will receive his or her existing rate of pay as long as the employee's existing rate of pay does not exceed the maximum rate for the new classification. If the employee's existing rate of pay exceeds the maximum rate of pay for the new classification, then the employee will be paid the maximum pay for the new classification.

An employee who bids and is awarded the job will not be allowed to bid on another job under this Article for at least four (4) months from the date he occupies the new position or vacancy.

The Employer shall have the right to first train new employees for a job vacancy on any shift for a period up to forty-five (45) days prior to filling the position with the successful bidder. The Company will attempt to train as quickly as possible.

However, the Employer shall not hire any employee for any position unless it has first been offered in accordance with these procedures or the procedures set forth in the section regarding promotions to key positions.

Section 50. Promotion to Key Positions. The Employer agrees to assign key positions (lead positions and lead helpers, operators, mixers, processing breakers, QA technicians, ingredient mixers) to the most senior qualified employee within the bargaining unit, providing training if necessary.

The Employer shall post such positions on the Company bulletin board for seven (7) consecutive days. Employees who wish to be considered for the position shall sign a sign-up list for the position in the production office during the seven (7) consecutive day period.

Employees on vacation or a leave of absence may advise the personnel department of the Company in writing of a desire for any such positions. The Employer shall not hire any employee for a key position unless it has first been offered in accordance with procedures set forth in this section regarding promotions to key positions.

The Employer may fill a key position temporarily for up to forty-five (45) days pending selection of a successful bidder.

An employee who bids and is awarded the job will not be allowed to bid on another job under this Article for at least four (4) months from the date he occupies the new position or vacancy.

Employees on a vacation or a leave of absence may advise the Company personnel office in writing of a desire for any such position.

Section 51. In the event the Employer has a specific need for a Mechanic A, which cannot be filled internally, the Employer shall have the right to hire a new employee for the position. For every two such persons hired as a Mechanic A:

- a) The Employer shall promote the most senior Mechanic B who is currently qualified to be Mechanic A, if said Mechanic B desires the promotion.
- b) If the most senior qualified Mechanic B does not desire the promotion, the position will be offered to the next most senior Mechanic B who is qualified and so on, until all B mechanics qualified to be Mechanic A have been offered the promotion.
- c) When a Mechanic B accepts a promotion to Mechanic A, the resulting vacancy in Mechanic B will be posted for bid in accordance with Section 49.

The Employer may schedule employees, who are not presently employed as of (October 23, 1989) by the Employer, to work on Saturday and Sunday. However, current employees (as of October 23, 1989) shall be scheduled Saturdays and Sundays in accordance with their seniority, if they so desire.

All current maintenance employees (as of October 23, 1989) who perform work on Saturday shall be paid one and one-quarter ($1 \frac{1}{4}$) times their regular rate of pay for Saturday premium pay. In the event the hours worked on Saturday exceed ten (10) hours, or if the weekly hours exceed forty (40), the employee shall be compensated at one and one-half ($1 \frac{1}{2}$) times his regular rate of pay with no pyramiding.

All current maintenance employees (as of October 23, 1989) who perform work on Sunday shall be paid one and one-half ($1 \frac{1}{2}$) times their regular rate of pay for Sunday premium pay. Employees who successfully bid on "B" Mechanic position shall be on probation for sixty (60) days, with the Employer able to extend the period an additional thirty (30) days at its option. If the employee is unsuccessful during probation, the employee will be returned to his prior classification in accordance with Section 52 of Article 21. The determination of an employee's success during probation will be made by a Joint Maintenance Committee comprised of one (1) A Mechanic and one (1) Mechanic Lead appointed by the Union and two (2) members of management. Should any dispute concerning a "B" Mechanic's success during the probationary period not be settled satisfactorily by the Committee, it shall be resolved under the Dispute Procedure of the Collective Bargaining Agreement.

The Company shall be authorized to establish minimum written qualification standards, including previous experience, training, and aptitude, for the recruitment of future Mechanics A and B from the existing bargaining unit (notwithstanding Section 53), however if the Company is unable to recruit a Mechanic A or B who meets the minimum qualification standards, the Company shall post the open position for the bargaining unit and the most senior employee who meets the minimum qualification standards shall govern from those that sign the posting.

BARGAINING NOTE: The Parties agree to work in good faith during the Joint Labor Management Meetings to establish qualifications, a screening tool, an aptitude assessment, or similar process that can be used for the identification and selection of employees to be promoted into the position of Mechanic A and B.

The Company may not implement minimum qualification standards for the Mechanic A position unless and until it has provided such written standard *or* any screening tools or aptitude assessments to the Union and provided at least thirty (30) days for the Union to provide feedback concerning the standards.

If the Union believes the Company has not provided thirty (30) days notice of the referenced change or has not engaged in the process of developing those changes in good faith, the Union may grieve the issue and demand expedited arbitration concerning the process by which the written standards, screening tools, or aptitude tests were implemented. Such arbitration shall be held within ninety (90) days of the Union's demand.

Section 52. Probationary Period. When an employee is promoted to a key position or receives a position through job bidding procedures, he or she shall be on probation for thirty (30) calendar days. If an employee is unsuccessful during probation, the employee will be returned to his prior classification with regard to position and status, if available.

If a position is not available, the employee shall be offered the next available position within his or her former classification. In the meantime, the employee shall immediately receive the position left vacant by the employee filling the position he was unsuccessful in and shall be paid in accordance with paragraph 2. If the employee refuses the next available position in his or her former classification, the employee shall remain in the position assigned. (It is understood the Company will not be required to re-bid the job if the employee is unsuccessful during the probationary period, and it is further understood there will be no bumping back except as limited by the last paragraph above.)

Section 53. Whenever the term "qualified" is used in Section 49 or Section 50, it shall be deemed to include the absenteeism, tardiness, safety record, or disciplinary records of the involved employee. For Total Quality Inspector and Lead, the Company may establish the qualifications thereof and, if the position cannot be filled internally by an employee with current skills and abilities, the Company may fill the position at its discretion.

Section 54. When an employee other than the breaker classification, when giving breaks, is required to perform work in a higher classification, he shall receive the rate of pay of the person being replaced for the actual time spent in the higher classification; but, if required to perform work in a lower classification, he shall retain his regular rate. It is understood and agreed, to the extent possible, employees shall perform work within their respective classifications. Temporary assignments will be offered to the most senior qualified employee and forced in accordance with reverse seniority and qualifications. Continuous time in a temporary assignment immediately prior to permanent assignment shall be credited to the wage progressions.

ARTICLE 22 **PREFERRED SHIFTS**

Section 55. The Employer will recognize seniority for the more preferred schedule of daily shifts, including days off within each job classification and department. Once an employee informs the Company of their initial shift preference, their shift preference shall remain in effect indefinitely until the employee timely certifies their desire to change shifts in accordance with

Section 56. When a timely notice of preferred schedule and daily shifts is to be issued to employees, it shall also be posted in the lunchroom.

Section 56. Beginning in January, 1992, during the first fifteen (15) days of January and July of each year, employees shall certify their preference as to shifts and days off. Their requests, in accordance with seniority, shall become effective the first Sunday of February and August of each year.

ARTICLE 23 **LAYOFFS**

Section 57. Layoffs. When a reduction in the work force is necessary, the following procedure shall be used. Layoff will begin in departments affected in reverse seniority order. A reduction of straight time hours shall mean the same as layoff.

In the event an employee is laid off, the employee shall be entitled to exercise his or her seniority in the following manner:

1. The employee shall first be allowed to displace a less senior employee within the department, provided the employee is qualified. If necessary, the Employer will provide a training period of up to thirty (30) days in order to qualify the employee for the job. If the employee is unable to qualify to perform the job, the employee will be laid off. However, no employee shall be allowed to displace a less senior employee in a key position unless the employee has the present skills and abilities to perform the key position of the displaced employee.
2. Being unable to exercise his or her seniority in the department to which the employee is assigned at the time of layoff, the employee may displace a less senior employee on a plant-wide basis provided the employee is qualified. If necessary, the Employer will provide a training period of up to thirty (30) days in order to qualify the employee for the job. If the employee is unable to qualify to perform the job, the employee will be laid off. However, no employee shall be allowed to displace a less senior employee in a key position unless the employee has the present skills and abilities to perform the key position of the displaced employee.
3. If the employee is unable to exercise his or her seniority in accordance with the foregoing paragraphs, the employee may displace a less senior employee within the bargaining unit by department first and then plant-wide under the procedures outlined in paragraphs 1 and 2 above, provided the employee is qualified. If necessary, the Employer will provide a training period of up to thirty (30) days in order to qualify the employee for the job. If the employee is unable to qualify to perform the job, the employee will be laid off. However, no employee shall be allowed to displace a less senior employee in a key position unless the employee has the present skills and abilities to perform the key position of the displaced employee. (This paragraph shall apply only if there is more than one plant covered by this Agreement.)
4. Notwithstanding the foregoing, the affected employee may accept the layoff.
5. Employees on a leave of absence shall be able to exercise his or her seniority immediately upon his or her release to work.

6. The departments referred to above are defined as follows:

Maintenance	Warehouse
Total Quality	Corn
Sanitation	Flour

Section 58. Employees Accepting A Lower Classification. Employees who accept a job at a lower classification in lieu of layoff, shall be recalled as needed, in order of seniority, to jobs they are qualified to perform, the Employer to provide training, if necessary. The Employer shall not hire a new employee or promote an existing employee into a position for which a laid off employee or employee who accepts a job at a lower classification is qualified and available to perform.

Section 59. Employees Accepting Layoff. An employee accepting a layoff, rather than accepting a job at a lower classification, may inform the Employer in writing at the time of the layoff of his desire to be recalled to a lower classification and such notification shall be honored when a vacancy occurs. The notice shall specify the lower classification to which the employee desires recall. It is understood that any employee on layoff from the classification where the vacancy occurs shall have preferential rights over the provisions of the job bidding and key position procedures outlined in Sections 49 and 50 to any job vacancy in such classification.

ARTICLE 24 **NEW PLANT LANGUAGE**

Section 60. In the event of the opening of a replacement plant within a 60-mile radius of the present plant (located at 2110 Santa Fe Drive, Pueblo, Colorado 81006), the following procedure shall apply:

1. At least four (4) weeks prior to the opening of a replacement plant, the Employer will post a sheet in each location for interested employees to sign if desirous of a transfer to the new location. The sheet shall remain posted for at least fourteen (14) days.
2. Employees shall be transferred to the replacement plant to positions they held in the old plant. Additional positions will be offered to employees in accordance with the job bidding procedures and promotion to key positions sections contained elsewhere in this Agreement.

Section 61. In the event of the opening of a new plant which is not a replacement plant within a 60-mile radius of the present plant (located at 2110 Santa Fe Drive, Pueblo, Colorado 81006), the following procedures shall apply:

1. At least four (4) weeks prior to the opening of a replacement plant, the Employer will post a sheet in each location for interested employees to sign if desirous of a transfer to the new location. The sheet shall remain posted for at least fourteen (14) days.
2. Job openings either at the new plant or created by transferring employees from the former plant shall be filled in accordance with the job bidding procedures and promotion to key position sections contained elsewhere in this Agreement.

Section 62. Employees on layoff shall be recalled from layoff in accordance with the layoff provisions set forth elsewhere in this Agreement, and the Company shall comply with paragraph 2 above before the Company hires or transfers any other employees to the new plant.

Section 63. The Company shall not be required to pay any costs incurred by an employee for any reason if an employee desires a transfer to the new plant.

Section 64. Notwithstanding the foregoing, the Company shall have the right to not allow employees to transfer to the new plant for a period of up to forty-five (45) working days from the date the position is established at the new plant.

Section 65. It is expressly understood and agreed that this Agreement shall apply to all plants within a 60-mile radius of the present plant (located at 2110 Santa Fe Drive, Pueblo, Colorado 81006). Moreover, the Union expressly agrees to waive any rights of accretion outside of this area.

ARTICLE 25 **UNPAID LEAVE OF ABSENCE**

Section 66. Written Requests For Leave Of Absence. All leaves of absence must be requested in writing and delivered to the personnel department of the Company. Except in the case where an employee is physically disabled or in the case of an emergency, the written request for a leave of absence must be received in the personnel office one calendar week prior to the desired starting day for the leave. The Human Resources Department shall inform the employee of whether the leave of absence is granted within seven (7) days from the request and in emergency situations, within 24 hours from the request. All leaves of absence under this Article are without pay. All requests shall state:

- (1) the reason for the leave;
- (2) the date the leave is to begin; and
- (3) the employee's expected date of return.

Section 67. Personal Leave Of Absence. The Company, in its sole discretion, may grant a leave of absence for any compelling personal reason for a period not to exceed thirty (30) calendar days to employees who have completed one (1) year of continuous service with the Company. The Company may, in its discretion, grant an extension of such a leave following receipt of a written application therefore five (5) days prior to the expiration of the original leave and supported by appropriate reasons. The maximum cumulative leave under this paragraph shall be sixty (60) days.

Section 68. Leaves Of Absence For Illness or Injury. Where an employee is unable to perform the duties of his job because of illness or physical injury, the Company will grant a leave of absence without pay for a period of up to twelve (12) calendar months (twenty-four (24) months in the event of an on-the-job injury), provided that written application for such leave or any extension thereof is supported by a detailed doctor's certificate or statement which sets forth the approximate duration of the illness or injury including any applicable recovery period. The employee agrees to keep the personnel office informed of their progress or prognosis during any medical leave of absence.

The Company shall have the right to require, at Company expense, a medical examination of the employee prior to, at reasonable intervals during, or at the end of a sick leave of absence or any extension thereof.

Upon return from a leave of absence, the employee shall submit valid medical proof that he is in the required physical condition necessary to perform the job assigned.

Section 68(a). Absence due to appointment with a U.S. Government agency concerning immigration status will be treated as Company advance leave under the Company's personal leave policy, and not recorded as an absence incident, provided the employee notifies Human Resources within two (2) days of receipt of notice of a required appointment and the employee provides documentation from the agency of such appointment. Employees may use vacation days in 8-hour increments when attending appointments with a U.S. Government agency under this section. In no event may vacation hours be used to increase total compensation beyond 40 hours per week. Notwithstanding the provisions of Section 30 regarding vacation time in weekly increments, an employee may utilize remaining vacation that is less than 40 hours if they do not have sufficient accrued vacation time remaining to take the requisite week required under Section 30 after exercising their rights under this section. Such vacation, however, must be taken in the largest increment available, up to 40 hours, based on the employee's remaining vacation time.

Section 69. Armed Forces Leave Of Absence. Leaves of absence shall be granted employees in accordance with State of Colorado and Federal law.

Section 70. Maternity Leave. A female employee who becomes pregnant is allowed to work only so long as safety and health permit. An employee shall not work beyond the beginning of the seventh month of her pregnancy, unless and not later than the end of the sixth month of pregnancy (sooner, if possible), the employee provides the Company with an attending physician's written approval (with a statement that shows the physician knows the type of work that is being performed and required of the employee) for the employee to continue to work while pregnant, and his estimate as to the period of time that employment may continue.

A maternity leave of absence will be granted for the period of the employee's inability to work, not to exceed twelve (12) calendar months. The purpose of a maternity leave is to provide a leave of absence for childbirth rather than child care and support after delivery. In other words, the employee must return to work as soon as she is physically able to do so. Upon return from a leave of absence, the employee shall submit valid medical proof that she is in the required physical condition necessary to perform the job assigned.

Section 71(a). Leave of Absence for Care of Newborn or Adopted Child. For employees with one (1) year of continuous service in the bargaining unit, a leave of absence of either parent shall be granted without pay for a period of up to twelve (12) months for the purpose of newborn or adopted child care. The employee shall be guaranteed reinstatement in accordance with their seniority. An employee who wishes to change his or her date of return to work shall notify the plant manager two (2) weeks in advance and shall be returned to work as set forth above. The leave of absence for either parent must end no later than twelve (12) months from the date of birth or date of adoption. The Employer may require verification of the parent relationship to the newborn or to the adopted child.

Section 71(b). Leave of Absence for Family Care. A family care leave, without pay, shall be granted upon request by an employee for a total of up to six (6) consecutive months within a two (2) year period. The employee requesting the leave must have a minimum of one (1) year's continuous service in the bargaining unit at the time of the request. The employee shall be guaranteed reinstatement in accordance with their seniority at the end of their leave. Any employee who wishes to change his or her date to return to work shall notify the plant manager two (2) weeks in advance of the date they intend to return. The purpose of this leave shall be to care for seriously ill family members. For the purpose of this leave, "family members" shall be:

1. Spouse and parents of the employee.
2. Biological or adopted unmarried children under nineteen (19) years of age and full-time students up to age 23.

Section 71(c). Union Leave. Leaves of absence without pay for Union business not to exceed six (6) months shall be granted by the Employer to employees who have completed one (1) year of service. The six (6) months may be extended by an additional six (6) months by mutual agreement between the Employer and the employee.

Section 72. Return From Leave Of Absence.

1. Any employee who is granted a leave of absence under this Article shall give the Company at least seventy-two (72) hours written notice before the expiration of the leave indicating his intent to return to work.
2. Upon the employee's return to work, the employee shall be returned to the position held prior to the taking of the leave of absence, provided the position is in existence. If such position no longer exists, the employee shall be assigned to a comparable job with respect to work and rate of pay. If necessary, the Employer will provide a training period of up to thirty (30) days in order to qualify for the comparable job. If the employee is unable to qualify to perform the comparable job, the employee will be laid off.

Section 73. The Employer reserves the right to fill, on a temporary basis, any vacancy created by a leave of absence with the most senior qualified employee who possesses the present skills and abilities to perform the vacant job. It is expressly understood the job bidding provisions of this Agreement shall not apply to the filling of any vacancy created as a result of a leave of absence. An employee who refuses to accept his or her previous job, or a comparable job, will be deemed to have voluntarily quit.

Section 74. Benefits. Except as otherwise provided in this Agreement, or the applicable insurance policies, employees shall not be entitled to any benefits while on a leave of absence. However, the employee shall continue to accrue seniority while on a bona fide and approved leave of absence.

ARTICLE 26
FUNERAL LEAVE

Section 75. Upon request, an employee covered by this Agreement shall be granted up to three (3) working days off with pay at his regular straight-time rate of pay in order to make

arrangements for and/or attend a funeral and/or grieving (if days are taken within fourteen (14) days of the death) occasioned by a death in his/her immediate family. The Employer may, in its discretion, grant additional time off without pay if requested. An employee will not be required to use personal and/or vacation time when requesting additional time off under this Article. The immediate family is defined as the employee's father, mother, current father-in-law, current mother-in-law, adoptive parents, spouse, common-law spouse, individuals with a civil union license issued by the State of Colorado, children, grandparents, brother, sister, grandchildren, or stepchildren living with the employee. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a leave of absence. If an employee is notified of the death of his spouse, parent, or child while at work, he shall be granted the remainder of the day off and paid for scheduled work hours that day. This shall not be counted as part of the above three (3) days. No schedule shall be changed for the purpose of making the employee's day off replace a day that would otherwise have been paid for under these provisions. The Company may require verification of death and verification of relationship.

Bargaining Note: Common-law spouse must be able to provide proper evidence, such as an affidavit signed by both parties, a will naming the survivor, joint tax return, or court order, to demonstrate the relationship.

Section 76. The Employer shall grant one (1) day's pay and up to two (2) days unpaid to make arrangements for and/or attend a funeral occasioned by death of his/her sister-in-law, brother-in-law, or step parents.

ARTICLE 27 **JURY DUTY**

Section 77. Whenever any employee covered by this Agreement is required to serve jury duty during his/her regular working hours, they shall be excused from work. The Employer agrees to pay such employee the difference between what he is paid for serving on the jury and what he would have received in straight-time earnings for up to a maximum of ten (10) days per year, per employee. No employee shall be required to report for work on any day in which he has actually served on a jury. The Employer may require a statement from the Court certifying attendance. Upon request, the Employer will attempt to schedule the affected employee for any available hours, including overtime, in order for the employee to make up for lost hours, insofar as possible. The foregoing sentence shall only apply to employees who lose time for jury duty and are not compensated for the same.

ARTICLE 28 **INJURY ON THE JOB**

Section 78. When an employee is injured on the job, if he or she is required to seek medical attention and leaves the premises, such employee shall be paid at their regular hourly rate for all time required to seek such medical attention. Once an employee is released to work by the physician, he must return to work immediately with a doctor's release, certificate or letter unless the employee's shift has ended. If the treating physician does not permit the employee to return to work on the day he was injured, the employee shall notify the Company and shall receive eight (8) hours or his regular shift pay for the day of injury only.

ARTICLE 29
HEALTH AND WELFARE COVERAGE

Section 79. The current health care plan design and benefits shall remain in effect, except that it shall be amended to provide:

- (a) Upon ratification, participants in the plan shall pay an out of pocket maximum of six hundred dollars (\$600.00) for individuals and one thousand two hundred dollars (\$1,200.00) for family in network. Beginning on May 27, 2017, participants in the plan shall pay an out of pocket maximum of seven hundred dollars (\$700.00) for individuals and one thousand three hundred dollars (\$1,300.00) for family in network. Beginning May 26, 2018, participants in the plan shall pay an out of pocket maximum of eight hundred dollars (\$800.00) for individuals and one thousand five hundred dollars (\$1,500.00) for family in network.

(b) Employee Co-Premium

Tier	2022	2023	2024
Single	\$26.52	\$28.52	\$30.52
Single + Child	\$36.14	\$38.14	\$40.14
Single + Spouse	\$38.16	\$40.16	\$42.16
Family	\$48.60	\$50.60	\$52.60

(c) Prescription Co-Pays

Generic Brand Co-Pay	\$ 9.00
Preferred Brand Co-Pay	\$12.50
Non-Preferred Brand Co-Pay	\$12.50
Specialty Brand Co-Pay	20% coinsurance up to \$50.00
Maintenance Drugs	100% Coverage

(d) Emergency Room Visits \$245 Co-pay/visit 20% co-insurance

(e) Urgent Care \$20 Co-pay/visit plus 20% co-insurance

At the request of the Company, Local 7 representatives will meet to discuss issues affecting the employees' health insurance plan. Under no circumstances will the agreement to meet and discuss be considered an agreement to bargain about the employees' health insurance plan during the life of the collective bargaining agreement. Local 7 has the right to reject any proposed changes raised by the Company during the meeting referenced in this part to the employees' health insurance plan during the life of the agreement without explanation. This provision is not intended to impede the Employer's authority to provide a comparable health plan, as provided in this Article.

The Employer shall have the option to provide a comparable health plan at the same or less employee costs with an annual enrollment.

Dental coverage will be provided by the Employer at the current rates and the current plan, for employees with six (6) months of continuous service. Employees who have completed six (6) months of continuous service may cover their eligible dependents for dental coverage at the rate of five dollars and eighty—three cents (\$5.83) per week.

The Employer will provide Short Term Disability insurance to employees with over twelve (12) months of continuous service at no cost to the employee. The Employer will have the sole discretion to contract with an insurance Company. The basic benefits of the plan will be sixty percent (60%) of weekly earnings to a maximum of four hundred (\$400.00) per week, one (1) day elimination period for accident, eight (8) days elimination period for sickness, thirteen (13) weeks maximum benefit period. Eligibility for coverage any payment will be as provided by the applicable insurance policy.

A vision plan shall continue to be offered to the workers at their cost.

ARTICLE 30 **RETIREMENT SAVINGS PLAN**

Section 79a: Employees shall be eligible to participate in the Employer's Retirement Saving Plan (401 (k)) in accordance with the plan provisions as they apply to other employees of the Employer. Any Employer discretionary contributions shall be applicable to any bargaining unit employee who meets the plan requirements as of December 31, 1997 and is employed by the Employer as of the ratification of the agreement. No retroactive personal contributions may be made.

ARTICLE 31 **DISCHARGE AND NO DISCRIMINATION**

Section 80. The Employer hereby agrees not to discriminate against any employee or discharge them for engaging in union activities as defined by the National Labor Relations Act; and further, no employee shall be discharged or disciplined without just cause. If an employee is suspended while the Employer investigates alleged policy violations or other misconduct and the investigatory suspension exceeds ten (10) days, any lost time after the tenth day shall be paid pays, except when the disciplinary decision is termination or the suspended employee or the Union is the cause of the delay. BARGAINING NOTE: The requirement to pay for lost days in excess of ten (10) days during the investigatory suspension shall not change the requirement the employee be discharged or disciplined with just cause.

The Employer has the right to make and implement reasonable and necessary work rules and regulations not inconsistent with the provisions of this Agreement.

Demotion for Just Cause. Except under the provisions of Article 23, no employee shall be demoted from a higher classification without just cause.

Section 81. The Employer and the Union agree to abide by all applicable State and Federal laws regarding non-discrimination.

Section 82. Use of the male gender herein shall, except as the context requires, be deemed to include the female gender.

ARTICLE 32
UNION REPRESENTATIVE VISITATION

Section 83. The Union Representative of the Union shall have the right of entering the premises of the Employer for the purpose of interviewing employees in such a way as to not interfere with the business of the Employer. He shall contact the supervisor or manager in charge upon his arrival.

ARTICLE 33
UNION STEWARD

Section 84. The Company shall recognize a chief steward and seven (7) assistant stewards at the main plant. The Company shall recognize one (1) steward at every other facility in which bargaining unit employees are employed. Such steward shall be allowed to perform their duties during working hours to the extent that such duties do not interfere with the business of the Employer. Such stewards shall not be discriminated against and shall have top seniority for the purpose of layoff. Union Stewards shall be issued colored hard hats/bump caps.

ARTICLE 34
DISPUTE PROCEDURE

Section 85. Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps, and failure to follow the procedures set forth shall result in forfeiture of the grievance.

Section 86. Step 1. By conference during scheduled working hours, whenever possible, between the Steward and/or the Union Representative and/or the aggrieved employees and the Human Resources Manager of the plant.

Section 86a. If the Union submits written notification to the Employer protesting a verbal or written warning, the warning shall be held in abeyance. However, if further adverse action is taken against the employee, and the employer relies upon such warning in doing so, the Union shall have the right to submit the underlying warnings to arbitration in consolidation with, if it arbitrates the further adverse action. It is expressly understood that only warnings which are protested can be submitted to arbitration.

Section 87. Step 2. If the grievance cannot be resolved under Step 1 above, the grievance shall be reduced to writing on Union forms, and submitted to the Regional Human Resources Director to handle such matters. Such submission shall be made within fifteen (15) days of the date of the occurrence of the event which gives rise to the grievance and shall clearly set forth the issue and contentions of the aggrieved party or parties and must reasonably allege a specific violation of an express provision of this Agreement. (In the case of a discharge, the time limits shall be ten (10) days.) The Regional Human Resources Director and the Union Representative shall meet within ten (10) days after receipt of written notice of the grievance and attempt to resolve the grievance. In an instance where an employee feels he has not been paid in accordance with the wage progression set forth herein, such employee shall have an obligation to bring this to the attention of the department manager as soon as the employee first has knowledge of such alleged error. In the event the employee has been improperly paid, said payment error shall be corrected on a

retroactive basis, but not beyond ninety (90) days prior to the date on which the grievance is presented in writing. If the Employer fails to correct a pay error within ten (10) days of such a grievance being submitted to the Human Resources Director in writing as provided for above, the Employer shall be liable to the affected employee(s) for interest on the pay error at a rate of 8% per annum to be paid within thirty (30) days following the payment of the error.

Section 88. Step 3. If the grievance is not satisfactorily adjusted in Step 2, either party may, with reasonable promptness, but in no event later than fourteen (14) days from the date of the Step 2 meeting, in writing, request arbitration, and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The parties shall forthwith attempt to agree upon an impartial arbitrator.

In the event an employee appeals the Local 7 Executive Grievance Committee's decision to not arbitrate a grievance, the time period for demanding arbitration shall be extended until ten (10) days after the Local 7 Executive Board decides to submit the grievances to arbitrate.

The Union agrees to schedule all appeals before the Executive Board at the earliest opportunity.

The Union will immediately notify the Employer in the event of an appeal to the Executive Grievance Committee's decision, and the revised date for filing a demand for arbitration pursuant to the first (1st) paragraph of this section.

Section 89. In the event the parties are unable to reach agreement upon the selection of an arbitrator within fifteen (15) days of the written request for arbitration, the party requesting arbitration may, with reasonable promptness, request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. From this panel of seven (7) names, each party shall alternately strike three (3) names, the Company striking first. The remaining arbitrator from the list shall be the impartial arbitrator.

Section 90. The arbitrator shall have all the rights, powers, and duties herein given, granted, and imposed upon him; but his award shall not change, alter or modify any of the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the arbitrator shall have no power to establish wage rates or scales or to change any existing wage scale or wage structure.

Section 91. The losing party shall be responsible for the arbitrator's expenses. In the event of a split decision, the same shall be shared equally.

The arbitrator will issue his decision within thirty (30) days after the close of the proceedings. This thirty (30) day calendar time limit may be extended by mutual agreement between both parties.

ARTICLE 35 **NO STRIKE OR LOCKOUT**

Section 92. During the life of this Agreement, there shall be no lockout, strike, or stoppage of work. However, employees shall not be required to cross a legally established picket line of United Food and Commercial Workers Union, Local No. 7.

ARTICLE 36
BULLETIN BOARD

Section 93. The Company shall provide a bulletin board where the Union may post notices of Union recreational and social affairs, notice of Union meetings, notice and/or results of Union elections, arbitration awards and summaries, copies of Union rules or regulations and copies of this Agreement. No notices or other memoranda not specifically enumerated above shall be allowed, absent the prior written approval of management. The Union may install by the entrance ways at all facilities, a separate 3' x 4' glass, locked bulletin board with keys provided to all stewards and business agents of UFCW Local 7.

The Union may post notices of recreational and social affairs, notice of Union meetings, notice and/or results of Union elections, arbitration awards and summaries, copies of Union rules or regulations and copies of this Agreement. No notice or other memoranda not specifically enumerated above shall be allowed absent the prior written approval of management.

The Union further agrees that there will be no distribution of handbills or other Union materials on the Employer's premises during working time or in working areas. Such materials may be distributed during nonworking time or in nonwork areas.

ARTICLE 37
PRODUCT PROMOTION

Section 94. The Union, upon ratification of this Agreement, agrees to publish an article in its newspaper promoting the products of the Company to its members.

ARTICLE 38
UNIFORMS/EQUIPMENT

Section 95. The Employer shall provide, without any cost to the employees, all uniforms and laundry service.

The Employer shall continue safety training.

Annually, the employer shall reimburse employees when they purchase any brand of steel toed safety boots/shoes which meet the ANSI Standards required by OSHA, provided the employee furnishes a receipt for same. The annual amount for a mechanic, lubricator and sanitation shall not exceed \$150.00. The annual amount for other employees where safety footwear is required for the position, shall not exceed \$100.00. When the Employer has secured and maintained a safety boot/shoe vendor, the Employer shall also issue vouchers to employees up to the above amounts to facilitate employee purchase. Where safety boots are required for the position, and the boots have become unserviceable due to wear and tear at the plant, they will be replaced by the Employer on an as needed basis.

If there is no vendor for whom a voucher can be issued, the Employer will reimburse employees up to the referenced amounts when receipts are presented. Employees who submit a receipt by 2:00 pm on a Wednesday shall be reimbursed on the Friday of the following week.

ARTICLE 39
SAVING CLAUSE

Section 96. If, during the term of this Agreement, or during any renewal or extension of the same, any Federal or State law is enacted, or any rule or regulation is issued under any Federal or State law, which would make compliance by the Union, the Employer, employees, or any of them, with the terms, provisions, or conditions of this Agreement a violation of any of said laws, rules or regulations, then such terms, provisions or conditions shall become inoperative and of no effect from the effective date of any such decision, law, rule or regulation. The remainder of this Agreement not in conflict with any of said laws, rules, or regulations shall continue in full force and effect.

Section 97. In the event any such terms, provisions, or conditions become inoperative and of no effect, either party to this Agreement may open the same for bargaining only as to substitute provisions, if any, for those provisions made inoperative upon a thirty (30) day written notice to the other party.

ARTICLE 40
TECHNOLOGICAL CHANGES AND AUTOMATION

Section 98. The parties recognize that automated equipment and technology is now available and will be available for the Mexican food industry. The Employer recognizes that there is a desire to protect and preserve work opportunities for bargaining unit employees. At the same time, the Union recognizes the Company has the right to avail itself of modern technology and automation. With this common objective, the parties agree as follows:

1. In the event the Employer introduces technological or automation changes of any kind which would have a direct material impact affecting bargaining unit work, thirty (30) days advance notice of such change will be given to the Union.
2. Upon implementation of any automation or technological changes, the Employer agrees as follows: (1) Any retraining necessary will be furnished by the Employer at no expense to the employees. (2) Where retraining is not applicable or possible, the Employer will make every effort to affect a transfer of effected employees to another job or plant.
3. In the event an employee is displaced as a result of technology or automation changes, the affected employees will be eligible for training and dislocation pay in accordance with the following provisions:
 - (a) All employees with two or more years of continuous service will be eligible for one (1) week's training and dislocation pay for each year of continuous service. Maximum severance pay under this Article shall be eight (8) week's pay to be paid on the employee's regularly scheduled payday. Forty (40) hours shall constitute one (1) week's pay.
 - (b) An employee shall be disqualified for such pay in the event the employee: (1) refuses retraining, (2) refuses a transfer to other classifications, (3) voluntarily terminates employment.
4. It is agreed and understood that the layoff provisions contained in this Agreement shall be complied with in the event of any technological changes.

ARTICLE 41
JOINT — LABOR/MANAGEMENT COMMITTEE

Section 99. The Company and the Union, in order to improve communications and Labor Management Relations will have quarterly meetings upon request by either party to discuss issues regarding employees and operations. These meetings shall not constitute a contract reopener.

ARTICLE 42
SAFETY

Section 100. The Company and Union agree that the Employer will comply with the Occupational Safety and Health Act and its employees are responsible for adhering to the safety program by working safely, being continually alert so they may prevent injury to themselves, fellow employees, and our customers. Employees are responsible for reporting any safety hazards immediately to plant management so that they may be addressed in accord with the Company safety program.

Section 101. The Company agrees that, when required by its safety program or applicable law, it will provide the following safety items:

- i. Required Personal Protective Equipment (PPE);
- ii. Fall protection equipment and other appropriate health and safety devices when required by the OSH Act.

Section 102. The Company agrees that it shall provide safety training, as required by applicable law or by its safety program. The Company further agrees to maintain records of all such training, as required by law, for each employee, and such records shall be made available within a reasonable amount of time with written request by the Union.

- i. No employee shall operate, be permitted to operate, or directed to operate a Powered Industrial Truck (PIT) except in compliance with 29 U.S.C. 1910.178.
- ii. The Company shall provide training to operate a cardboard baler for each employee required to operate such equipment.
- iii. The Company shall provide training to operate a trash compactor for each employee required to operate such equipment.
- iv. Employees agree that they will not operate equipment that they are not authorized to operate.

The Company retains the right to establish reasonable safety regulations in order to protect the health and safety of its employees at the plant during the hours of their employment and in order to provide adequate food production service and sanitary facilities. Employees shall follow all safety rules established by the Company and report all injuries immediately and complete the required reporting procedures paperwork required of them by plant management.

Section 103. The Employer agrees that it will maintain a Safety Committee that shall be made up of managerial and non-managerial employees from the plant. The Safety Committee shall include a Union Steward with an OSHA 10 Hour certification (or greater), assuming the Union

Steward is scheduled to work at the time of the meetings or Safety Committee Facility Inspections referenced below. Nothing herein shall obligate the Employer to ensure all Union Stewards are present at Safety Committee meetings. The Employer shall make the final determination concerning the recommendations of the Committee.

The Safety Committee will meet at least once a month for at least one (1) hour, which shall be paid time, unless the committee jointly agrees that all matters have been addressed for that meeting. At minimum, a Safety Committee meeting shall be held on each shift at least one (1) time each calendar year; such meeting may be held at a time that includes more than one shift. Members of the Safety Committee, including a Union Steward, shall be included in the Safety Committee Facility Inspections; these Safety Committee facility inspections shall occur at least every other month. Safety Committee Facility Inspections may be conducted by zones within the facility and at varying times. These inspections will endeavor to include various members of the Safety Committee to the extent they are available and on the premises at the time the inspection occurs, but shall include a Union Steward unless there is no steward on premises at the time of the inspection. The Employer will report the results of the Safety Committee Facility Inspection, as well as action taken on any prior recommendations of the Safety Committee, during the monthly meeting. The Employer agrees that minutes of Safety Committee meetings shall be posted in the plant and warehouse. The Employer agrees to meet and confer with the Union regarding safety issues when requested by the Union, including opportunities to discuss safety related topics during the quarterly Joint Labor Management meeting. Additional conferral meetings regarding safety shall be limited to no more than two meetings per month, unless mutually agreed to by the Employer and the Union.

Within ninety (90) days of ratification, the Employer agrees to provide a paid OSHA 10 Hour course to the Union Stewards, unless the Union Steward already possesses the OSHA 10 Hour (or greater) certification. The Employer further agrees to hold a training at least once per calendar year to train new Union Stewards who have not received OSHA 10 Hour (or greater) certification, if any. The Employer also agrees that at least once every three years, it shall provide refresher training concerning safety topics pertinent to the Safety Committee, to Union Stewards who already have OSHA 10 Hour certification. Such refresher training shall be between 2 and 4 hours and such training may be conducted by internal or external resources. Union Stewards shall be permitted one (1) opportunity paid by the Employer to complete the certification. The Company also agrees to provide routine paid safety-related trainings which may be conducted by internal or external resources.

Section 104: The Employer agrees to retain local law enforcement or other trained individuals to conduct annual training related to topics such as active shooter issues and evacuation planning. In the case of an active shooter or similar violent attack, employees will not be directed to protect the plant or merchandise.

No bargaining unit employee shall be scheduled to work when no other employee is scheduled to work.

Section 105. Vaccine Mandate: In the event the Employer is required by federal, state, or other local mandate to implement a vaccine, testing, or other requirement for COVID-19, the Employer will meet and confer with the Union prior to the implementation. In the event the Employer decides, outside of a federal, state, or local mandate, to implement a vaccine, testing, or

other mandate for COVID-19, the Employer agrees to negotiate with the Union regarding the effects of such implementation.

ARTICLE 43
EMPLOYEE OF THE MONTH

Section 106. Within 90 days of the ratification of the agreement, the Employer will establish an “Employee of the Month” program for bargaining unit employees. Criteria for the Employee of the Month shall be determined by the Employer and published in advance of the initiation of the program to the Union and the Employees. Bargaining unit employees may nominate other bargaining unit employees for selection. Selection of the “Employee of the Month” shall be conducted by the Employer and consistent with the pre-published criteria. Individuals recognized as the Employee of the Month shall receive a pre-determined parking place, certificate in the employee’s file, and recognition in the Tortilla Express.

ARTICLE 44
ENTIRE AGREEMENT

Section 107. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 108. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively, either with respect to any subject or matter not specifically referred to or covered herein, whether such subject or matter may or may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 109. This Agreement constitutes the entire Agreement between the parties, and the Employer shall not be bound by any past practice, stipulation, or understanding, or by any memoranda or bulletins, or by any requirement whatsoever which is not specifically stated in this Agreement; and no such past practice, stipulation, understanding, memoranda, bulletin or other requirement shall be construed as in any way modifying, altering, or amending the terms or conditions hereof.

Section 110. The parties agree that all letters of understanding, memorandums of agreements, or other documents which existed prior to this collective bargaining agreement have been incorporated into the agreement or otherwise deleted and will not survive the ratification of the contract. The parties reserve their positions of the twelve (12) hour overtime issue.

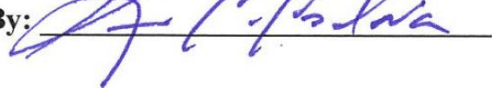
ARTICLE 45
TERM OF AGREEMENT

Section 111. This Agreement shall be effective from **March 27, 2022**, and shall remain in full force and effect until **March 22, 2025**, three (3) years to the closest Saturday and, absent notice of termination or desired changes as provided below, shall renew itself from year to year thereafter. Any party desiring to change or terminate this Agreement must notify the other if its

desire to terminate or of the specific changes desired not more than ninety (90) days and not less than sixty (60) days prior to the termination date of this Agreement or any renewals thereof.

In WITNESS WHEREOF, the Parties above named have signed their names and/or affixed the signature of their authorized representative this **25 day of May, 2023**.

**UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL No. 7**

By: 

Date: 5/18/23

MISSION FOODS

By: 

Date: 5/25/23

APPENDIX "A"
WAGES

EFFECTIVE MARCH 27, 2022

JOB TITLE	START	3 MONTHS	6 MONTHS
General Labor	\$18.00	\$18.32	\$19.05
Operator/Mixer	\$19.67	\$20.56	\$21.85
Head Operator (Corn, Chip)	\$19.34	\$20.23	\$21.52
Production Lead (Corn, Press, Chip)	\$19.47	\$20.47	\$21.86
Sanitation Lead	\$20.23	\$21.13	\$22.41
Sanitation Worker	\$18.23	\$18.71	\$19.58
Warehouse Worker	\$18.69	\$19.42	\$20.55
Packager	\$18.25	\$18.73	\$19.61
Chip Line Worker	\$18.25	\$18.73	\$19.61
Processing Breaker	\$19.00	\$19.58	\$20.56
TQ Inspector	\$18.72	\$19.47	\$20.62
Lead Helper	\$18.91	\$19.57	\$20.62
TQ Lead	\$21.11	\$21.29	\$21.86
Ingredient Mixer	\$18.72	\$19.47	\$20.62
Mechanic A	\$23.03	\$23.92	\$28.20
Mechanic B	\$20.87	\$22.28	\$25.09
Mechanic Lead	\$23.53	\$24.54	\$28.96
Lubricator	\$18.93	\$19.74	\$20.94
Parts Clerk	\$19.68	\$20.66	\$22.03
Warehouse Lead	\$21.22	\$21.42	\$21.97
Warehouse Driver	\$20.67	\$21.33	\$22.40
Shipping & Receiving	\$19.68	\$20.66	\$22.03
Maintenance Utility	\$18.50	\$19.13	\$20.15
Maintenance Planner	\$23.60	\$24.79	\$29.21

EFFECTIVE MARCH 26, 2023

JOB TITLE	START	3 MONTHS	6 MONTHS
General Labor	\$19.00	\$19.32	\$20.05
Operator/Mixer	\$20.67	\$21.56	\$22.85
Head Operator (Corn, Chip)	\$20.34	\$21.23	\$22.52

JOB TITLE	START	3 MONTHS	6 MONTHS
Production Lead (Corn, Press, Chip)	\$20.47	\$21.47	\$22.86
Sanitation Lead	\$21.23	\$22.13	\$23.41
Sanitation Worker	\$19.23	\$19.71	\$20.58
Warehouse Worker	\$19.69	\$20.42	\$21.55
Packager	\$19.25	\$19.73	\$20.61
Chip Line Worker	\$19.25	\$19.73	\$20.61
Processing Breaker	\$20.00	\$20.58	\$21.56
TQ Inspector	\$19.72	\$20.47	\$21.62
Lead Helper	\$19.91	\$20.57	\$21.62
TQ Lead	\$22.11	\$22.29	\$22.86
Ingredient Mixer	\$19.72	\$20.47	\$21.62
Mechanic A	\$24.03	\$24.92	\$29.20
Mechanic B	\$21.87	\$23.28	\$26.09
Mechanic Lead	\$24.53	\$25.54	\$29.96
Lubricator	\$19.93	\$20.74	\$21.94
Parts Clerk	\$20.68	\$21.66	\$23.03
Warehouse Lead	\$22.22	\$22.42	\$22.97
Warehouse Driver	\$21.67	\$22.33	\$23.40
Shipping & Receiving	\$20.68	\$21.66	\$23.03
Maintenance Utility	\$19.50	\$20.13	\$21.15
Maintenance Planner	\$24.60	\$25.79	\$30.21

EFFECTIVE MARCH 23, 2024

JOB TITLE	START	3 MONTHS	6 MONTHS
General Labor	\$19.70	\$20.02	\$20.75
Operator/Mixer	\$21.37	\$22.26	\$23.55
Head Operator (Corn, Chip)	\$21.04	\$21.93	\$23.22
Production Lead (Corn, Press, Chip)	\$21.17	\$22.17	\$23.56
Sanitation Lead	\$21.93	\$22.83	\$24.11
Sanitation Worker	\$19.93	\$20.41	\$21.28
Warehouse Worker	\$20.39	\$21.12	\$22.25
Packager	\$19.95	\$20.43	\$21.31
Chip Line Worker	\$19.95	\$20.43	\$21.31
Processing Breaker	\$20.70	\$21.28	\$22.26

JOB TITLE	START	3 MONTHS	6 MONTHS
TQ Inspector	\$20.42	\$21.17	\$22.32
Lead Helper	\$20.61	\$21.27	\$22.32
TQ Lead	\$22.81	\$22.99	\$23.56
Ingredient Mixer	\$20.42	\$21.17	\$22.32
Mechanic A	\$24.73	\$25.62	\$29.90
Mechanic B	\$22.57	\$23.98	\$26.79
Mechanic Lead	\$25.23	\$26.24	\$30.66
Lubricator	\$20.63	\$21.44	\$22.64
Parts Clerk	\$21.38	\$22.36	\$23.73
Warehouse Lead	\$22.92	\$23.12	\$23.67
Warehouse Driver	\$22.37	\$23.03	\$24.10
Shipping & Receiving	\$21.38	\$22.36	\$23.73
Maintenance Utility	\$20.20	\$20.83	\$21.85
Maintenance Planner	\$25.30	\$26.49	\$30.91

Any employee required to train other employees shall be paid an additional fifty cents (\$0.50) per hour. The Company shall assign the most-senior qualified (as defined in Section 53) employee within the department to train.

If the highest rate in a department is raised, the wage rate of the applicable Lead shall be adjusted to ensure a minimum of a seventy-five (\$0.75) cent differential between the Lead rate and the next highest rate in his/her department. The base rate of pay (before any premiums) for all work performed at the employer's facility in Denver, Colorado shall be one dollar (\$1.00) per hour higher than the otherwise applicable rate of pay for the position or work performed.

If the minimum wage increases above the wage scale for any of the positions listed, the Company shall be authorized to increase the scale to comply with the wage law.

APPENDIX "B"
ABSENTEE AND INCENTIVE POLICY

This policy is intended to comply with the Colorado Healthy Families and Workplaces Act (“HFWA”) and the Colorado Department of Labor and Employment adopted regulations interpreting the Act (codified at 7 CCR 1103-7) (the “Regulations”).

A. Personal Days. Each employee will earn one (1) unpaid Personal Day for every two months worked. Each day shall be earned and awarded at the beginning of each two-month period. Employees will be allowed to carry forward accrued and unused Personal Days, up to a total of 12 days. When an employee reaches the maximum twelve (12) personal days accrued, the excess will be banked to be paid out as incentive pay at the end of the year.

Each time an employee is scheduled to work and does not work at least $\frac{3}{4}$ of their shift, one Personal Day will be deducted from the balance of his/her Personal Days bank. No excuses or documentation for the absences will be required. A 90 minute call in before the start of the employee’s shift will be required for the use of a personal day, but employees should provide seventy-two (72) hours’ notice of the need for use of a personal day when the employee has advanced notice of the need for the leave. Employees may be required to provide the reason for a personal day if requested with less than seventy-two (72) hours notice.

At the end of the calendar year, employees will be paid four (4) times their regular hourly rate for each of the personal days left in their account (**“incentive pay”**). Provided, however, that days taken as approved leaves of absence, which are not charged as absences, will be charged against the “personal days” account for incentive pay purposes.

Employees may receive reimbursement for up to six (6) Personal Days per year under this section. Employees shall not receive reimbursement for any Personal Day the employee elects to carry over to the following calendar year.

The Company shall pay incentive pay no later than February 1st of each year.

Sick Hours. In addition to Personal Day accrual, each employee shall accrue one (1) hour of paid sick leave (“PSL”) for every thirty (30) hours worked, up to forty-eight (48) hours per year. “Hours worked” includes both straight time and overtime hours worked by the employee as set forth in the Regulations, but shall not reflect any overtime premium. For example, an employee who works 45 hours in a week (40 regular hours and 5 hours of overtime) shall have 45 “hours worked” and shall earn 1.5 hours of PSL for that week. PSL may be used in one (1) hour increments. PSL may be used for any HFWA covered purposes, which include the following:

(1) a mental or physical illness, injury, or health condition that prevents the employee from working;

(2) obtaining preventive medical care (including a vaccination), or a medical diagnosis, care, or treatment, of any mental or physical illness, injury, or health condition of the employee;

(3) being a victim of domestic abuse, sexual assault, or criminal harassment who needs leave for medical attention, mental health care or other counseling, victim services (including legal), or relocation; or

(4) caring for a family member who has a mental or physical illness, injury, or health condition, or who needs the sort of care listed in category (2) or (3) (an eligible family member shall include any person eligible as defined under the HFWA in addition to any persons who constitute a relation listed in the CBA Section entitled “Funeral Leave”);

(5) due to a public health emergency, a public official closed the employee’s (A) place of business, or (B) child’s school or place of care, requiring the employee to care for the child.

For each day an employee misses work due to a HFWA covered reason, the full day shall be paid at a maximum of eight (8) hours for the days’ absence, unless an employee who is scheduled twelve (12) hours requests, in writing, to be paid for twelve (12) hours, who shall then be paid twelve (12) hours assuming the Employee has the PSL available. PSL shall be paid at straight time rates and shall not count towards overtime.

PSL shall be used simultaneously with any FMLA and other leave(s) of absence under Section 68, Leaves of Absence for Illness or Injury, Section 70, Maternity Leave, Section 71(a), Leave of Absence for Care of Newborn or Adopted Child, and Section 71(b), Leave of Absence for Family Care, except employees will be able to retain and/or accrue up to twenty four (24) hours of PSL that shall not be used simultaneously with a leave under this section. Employees who exhaust all PSL but require additional time off for illness or medically-excused absences must convert and use any available Personal Days as unpaid Sick Hours at a ratio of one (1) personal day to eight (8) unpaid hours.

When the need for PSL is foreseeable, Employees must give the Employer notice of the need as soon as practicable. Employees are required to provide at least ninety (90) minutes notice prior to the start of his or her shift. **NOTE: THE NINETY (90) MINUTE REQUIREMENT SHALL BE EXCUSED IF THE EMPLOYEE HAS A LEGITIMATE AND VERIFIABLE REASON FOR BEING UNABLE TO CALL NINETY (90) MINUTES PRIOR TO THE START OF THE SHIFT.** Employees will not be disciplined for using PSL consistent with the HFWA allowances. Employees may be disciplined for failing to properly follow the call-in procedures associated with sick leave absences.

Employees shall be entitled to carry over up to forty-eight (48) hours of PSL from year to year, but shall be subject to a maximum annual use of forty-eight (48 hours) of PSL (such limit shall not apply during a Public Health Emergency (“PHE”) as defined by the Act for uses permitted during a PHE as set forth in C.R.S. §8-13.3-405(3)). PHE supplements will be provided consistent with the requirement of the HFWA.

For employees who have a positive PSL balance, if an employee is absent for four (4) or more consecutive workdays, a doctor’s certificate or other authoritative verification of illness may be required. Sick days taken that are not covered by available PSL may require a doctor’s note.

Any PSL hours in excess of forty-eight (48) at the end of the calendar year shall be paid out. PSL is not paid out upon separation and may not be cashed out.

For purposes of domestic abuse leave, the Company shall maintain the confidentiality of information provided by the employee or others in support of the employee's request for leave under this section, including health information and the fact that the employee or employee's family member is a victim of alleged domestic abuse, sexual assault, or stalking; that the employee has requested or obtained leave under this ordinance; and any written or oral statement, document,

record or corroborating evidence provided by the employee. Notwithstanding the foregoing, the Company may provide this information if (a) requested or consented to by the employee; (b) ordered by court or other governmental agency; (c) otherwise required by applicable federal or state law; or (d) in defense of a grievance filed by the Union alleging violations of this section.

ATTENDANCE INCENTIVE

Employees with perfect attendance for three consecutive months will receive eight (8) hours of straight time pay ("the quarterly incentive"). Employees may earn up to 32 hours of pay under this program. Neither the pay nor hours shall count toward overtime or the regular rate calculation. The effectiveness of this program will be re-evaluated upon expiration of the agreement and will terminate if the Company determines there has been no reduction in call offs or absenteeism unless the parties mutually agree to extend the program. The Company must provide the Union with a 72 hour written notice prior to termination.

Perfect attendance means that the employee has been ready, willing, and able to work all shifts required by the Company and has worked every scheduled shift, as well as all scheduled and unscheduled overtime, as assigned. Proper exercise of the right afforded in Section 21a shall not count against perfect attendance, nor shall the use of PSL. Workers may use vacation days concurrently with FMLA and shall not be disqualified from receiving the attendance incentive pay when using vacation time for such absences. Scheduled vacations shall not count against perfect attendance. Employees who take a leave of absence for any reason will be eligible to begin accrual of perfect attendance days at the start of the next quarter.

Bargaining Note: In no event shall a personal day(s) be deducted when an employee uses vacation days concurrently with FMLA.

For purposes of calculating perfect attendance under this Program, the three-month lookback period will be based on quarters: January through March; April through June; July through September; and October through December. To qualify for the quarterly incentive, employees must have perfect attendance during one or more of these periods. The attendance incentive pay shall be paid no later than the third pay period following the qualifying quarter.

ABSENCES

If an employee does not report off at least ninety (90) minutes prior to the start of his or her shift, it shall be treated as a No Call/No Show, unless the employee actually reports to work and is allowed to work.

NOTE: THE NINETY (90) MINUTE REQUIREMENT SHALL BE EXCUSED IF THE EMPLOYEE HAS A LEGITIMATE AND VERIFIABLE REASON FOR BEING UNABLE TO CALL NINETY (90) MINUTES PRIOR TO THE START OF THE SHIFT.

Three (3) No Call/No Shows within a ninety (90) day period shall be grounds for a three (3) day suspension without pay. Four (4) No Call/No Shows within a ninety (90) day period shall be grounds for immediate termination.

EXCEPT WHEN THERE ARE EXTENUATING CIRCUMSTANCES, EMPLOYEES MUST MAKE THEIR CALLS PERSONALLY.

TARDY POLICY

Call in of 15 minutes prior to the beginning of the shift is required.

Twelve tardies will be permitted each calendar year. If an employee is hired after January 1, one tardy will be given for each remaining month, beginning with the month following the one in which the employee is hired. A tardy shall mean a “clock in” that is more than seven (7) minutes after the start of the scheduled shift.

Any day the employee calls in tardy and is 2 hours or more late will be counted as an absence and the employee may be denied work that day, unless the tardy is related to an HFWA covered absence, however in the event the employee is allowed to work she/he shall be considered tardy, not absent.

When an employee is tardy for more than 2 hours, the absence call-in requirement (90) minutes and the absentee policy will apply, however in the event the employee is allowed to work she/he shall be considered tardy, not absent.

Late arrivals approved in advance by the supervisor will be excepted from the policy.

APPENDIX "C"
MISCELLANEOUS PROVISIONS

Fork lifts and pallet jacks shall be inspected and maintained in accordance with OSHA standards while in service.

APPENDIX "D"
PLANT CLOSURE

The Company will notify the Union in writing at least 30 days in advance of planned closure of the plant located at 2110 Santa Fe Drive ("Pueblo Plant") and/or 600 Gruma Drive ("Pueblo Warehouse") in Pueblo, Colorado. A full plant closure means the permanent shutdown of the Pueblo plant. The Company and the Union shall meet at a mutually agreeable time to discuss the effects of any such closure. The Agreement shall not terminate prior to the required effects meeting unless the parties do not meet prior to the planned closure or agree to forego effects bargaining. The terms herein do not apply to a sale of the Pueblo Plant or Pueblo Warehouse.

Unemployment Compensation. The Company agrees to not contest unemployment insurance claims filed by permanently laid off employees, as any benefits provided under the termination agreement are designed to cushion the impact of the plant's closing and are not monies in lieu of wages. This does not apply to employees that are terminated for just cause. This term does not require that any party must enter any "termination agreement", as the phrase is used herein, or agree to any action not specifically mandated by law or agreement.

Relocation. Employees may apply for open positions at other Mission Foods production facilities. Such employees will be subject to an employment file review and must satisfy the qualifications for the open position. Employees selected will retain their full seniority. They will be subject to the wages, hours, and terms and conditions of employment at the location where they apply for work. The terms of this Agreement shall not extend to workplaces not specified by Article 1, Section 1 of this Agreement. This Article is not intended to constitute a union recognition clause.

Final Pay Check. Any unused earned vacation will be included in an employee's final check.

Transition Assistance. The Company will allow the Colorado Department of Labor to conduct a job fair for all workers that offers resume writing workshops for up to two days at the Pueblo Plant or Pueblo Warehouse, as designated by the Company, if the Company still controls rights to the property at the time of the fair.

The Company shall write neutral letters of recommendation for all workers confirming their separation from employment was due to plant closure and not to any fault of their own.

Exhibit A — Holdover Notice



*Pueblo Plant
Holdover Notice*

Name: _____

Date: _____

Time: _____

Department: _____

Shift: _____

1. We need you to work unscheduled overtime.
2. Reason for holdover _____
3. You will be assigned to work in _____ as a _____
4. We expect the work will last approximately ___ hours after the end of your current shift. If possible, we will you try to send you home earlier than this estimated time.

Supervisor Signature: _____ **Date:** _____

Employee Signature: _____ **Date:** _____

By signing this document, employee only acknowledges receipt and does not waive any right provided under the collective bargaining agreement between the Union and Mission Foods.

Approved By:

(Signature)

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Supersedes: None

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