

**AGREEMENT  
BETWEEN  
OLD EUROPE CHEESE, INC.**

**AND**

**TEAMSTERS UNION LOCAL NO. 7**

**Effective September 25, 2017**

**through**

**September 30, 2020**

**THIS AGREEMENT**, made and entered into this 25th day of September 2017, by and between Old Europe Cheese, Inc., located at 1330 East Empire Ave., Benton Harbor, Michigan, party of the first part and hereinafter termed the "Employer", and Local Union No. 7, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 3330 Miller Road, Kalamazoo, Michigan, party of the second part; hereinafter called the "Union".

**WHEREAS:** Both parties are desirous of preventing strikes and lockouts and other cessations of work and employment; and of maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful industrial and economic relations between the parties.

**WITNESSETH:**

**ARTICLE 1**  
**RECOGNITION, UNION SHOP AND DUES**

**SECTION 1.** The employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time production employees, laboratory employees, maintenance employees and lead personnel employed by the Employer at its 1330 East Empire Ave., Benton Harbor, Michigan, facility, as listed by job titles on the attached "Schedule A - Wage Rates", except that the Union shall not represent any plant guards, office employees, professional employees, salesmen, confidential employees, technical employees or supervisory employees as defined by federal law.

**SECTION 2.** The provisions on union security in the prior contract are no longer enforceable under Michigan law, which currently provides that union membership is voluntary. In the event the law is modified or changed in the future, the provisions of the prior contract will be restored to the extent permissible by law.

**SECTION 3.** A new employee shall work under the provisions of this Agreement, but shall be employed only on a sixty (60) day trial basis, during which period he may be discharged without further recourse; provided however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After sixty (60) days, the employee shall be placed on the regular seniority list. In case of discipline within the sixty (60) day period, the Employer shall notify the Union in writing.

**SECTION 4.** The Employer agrees to deduct from the pay of each employee all dues and/or initiation fees of the Union, and pay such amount deducted to the Union for each and every employee working in the classifications hereinafter set forth, provided, however, that the Union presents to the Employer valid authorizations signed by each such employee allowing the deductions and payments to the Union, and continuing only so long as such valid authorizations are not properly revoked.

The Union agrees and shall indemnify the employer and hold it harmless against any and all claims, demands judgement or other forms of liability and for all legal fees that may arise from or be in any way connected with any action taken or not taken by the employer for the purpose of complying with this section. In the event of any legal action brought against the Employer in any court, agency, or other forum arising from any action taken or not taken by the employer to comply with the provisions of this article, the union agrees to defend such action, at its own expense through its own counsel provided that the employer gives prompt notice of any such action to the union, permits the union to intervene, and gives all reasonable cooperation to the union and its counsel in securing and giving evidence and obtaining relevant information. It being understood that the union shall reimburse the employer for any reasonable cost it may incur in doing so.

**SECTION 5.** The Employer agrees to not direct or allow persons other than members of the bargaining unit to perform work that has been recognized as bargaining unit work, except in emergencies or instructional situations, and except when the Employer is unable to procure a member of the unit to perform work, in which cases nonmembers shall be permitted to perform work recognized as bargaining unit work, which cases shall include, but not be limited to, situations in which qualified cheese makers perform unit work incidental to the monitoring of quality and production processes; supervisors assisting unit employees performing unit work; one maintenance foreman performing maintenance unit work; and, supervisory personnel performing unit work when unit employees entitled to overtime have refused or are unavailable for overtime. It is specifically agreed that trucking or delivery work, when being performed in a vehicle owned by the Employer or leased by the Employer, without a driver, shall be bargaining unit work. Otherwise, the Employer shall be allowed to ship or deliver with shippers or carriers. Or leased equipment with non-unit drivers.

## ARTICLE 2 WAGES

Attached hereto and marked "Schedule A" is a schedule showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule A and the contents thereof shall constitute a part of this Agreement. It is also mutually agreed that a temporarily-assigned or cross-utilized employee, pursuant to Section 7 of Article 6, shall receive the higher rate of pay of the classification from which he is temporarily assigned or cross-utilized, or to which he is temporarily assigned or cross-utilized.

## ARTICLE 3 TRANSFER OF COMPANY TITLE OR INTEREST

**SECTION 1.** This Agreement shall be binding upon the parties hereto, their successors and assigns. In the event the entire business is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings, such business shall

continue to be subject to the terms and conditions of this Agreement. It is understood that the parties hereto shall not use any leasing device of the entire business to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the entire business covered by this Agreement. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

## ARTICLE 4 MANAGEMENT

**SECTION 1.** It is agreed that the general management of the plant and direction of the working forces, including but not limited to the right to hire, suspend, transfer, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of its employees, promulgate and enforce plant rules and safety regulations, and the right to lay off employees because of lack of work or for other legitimate reasons, the right to determine the extent to which the plant or plants shall be operated, and to change methods or processes, or to use new equipment, the right to establish schedules or production, to introduce new or improved products, methods, or facilities, and to extend, limit or curtail its operations, is vested exclusively in the Employer. Specifically, nothing in this Agreement shall infringe upon the Employer's right to ship, transport or deliver goods, materials or products with shippers or carriers of its choice.

**SECTION 2.** In no case shall the exercise of the above rights of management detract from the terms and conditions of this Agreement, but rather, such rights shall be subject to any applicable regulations and restrictions expressly provided in this Agreement.

## ARTICLE 5 EXTRA CONTRACT AGREEMENTS/SUBCONTRACTORS

**SECTION 1.** The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

**SECTION 2.** Except as provided in Articles 1 and 4 regarding shipping, delivery and transporting, and except as provided in Article 1 regarding bargaining unit work, and except as provided in Articles 2 and 6 regarding assignments and cross-utilization, and except as set forth in Subsection 3 below, the Employer agrees that bargaining unit work will not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other vendor, person or non-unit employee.

**SECTION 3. TEMPORARY HELP.** Temporary help to cover absences, temporary increases in production and special orders may be utilized by the Company at its discretion, subject to the following restrictions:

1. Temporary employees shall receive as net pay after agency fees, no more than the lowest starting pay in effect.
2. Temporary employees shall not be used to cover absences, temporary increases in production and special orders which last beyond sixty (60) days.
3. The number of temporary employees the company is permitted to use at any one time (including part time) is not to exceed 20% of the total number of union employees.
4. No temporary employees shall be utilized by the Company at a time when a qualified employee is laid off and willing to fill the position to be filled by the temporary employee.

## ARTICLE 6 SENIORITY

**SECTION 1. BASIS OF SENIORITY.** The Employer and the Union agree to the applications of plant seniority which shall be determined on the basis of date of hire, and when these factors are equal, seniority shall be determined by alphabetical order using last names.

**SECTION 2. APPLICATIONS OF SENIORITY.**

(A) LAYOFF AND RECALL. Seniority shall apply first within the department under which the job classification is listed in Schedule A. The Employer recognizes the principle of seniority where layoffs shall be made in the reverse order of seniority, i.e., "last hired, first laid off." An exception to this rule will occur where a senior person is not qualified to perform the job classification in question. In this event, a less senior person will remain in the work force due to his qualification on a particular job classification in question.

An employee will be considered qualified for any job classification if it is listed on his personnel record card for which he has successfully completed the qualifying period and has not been subsequently disqualified. In the event of a layoff, the job classifications of packaging, production and production cleaning will not require previous qualification.

In the case of recall from layoff, seniority shall govern to the extent that employees are qualified to do the work available.

**SECTION 3.** The Employer shall post a list of the employees arranged in order of their seniority. This list shall be posted in a conspicuous position at the place of employment.

**SECTION 4.** Seniority shall be broken only by (1) discharge, (2) voluntary quit, or (3) layoff or absence for a period of more than 12 months.

**SECTION 5.** In the event of a layoff, an employee so laid off shall be given three (3) day notice of recall to work, mailed to his last known address. In the event the employee fails to make his or herself available for work at the end of said three (3) days, he shall lose all seniority rights under this Agreement.

**SECTION 6.** Any employee employed in a classification covered by this Agreement, who is or has been promoted or transferred to a non-unit position shall not accumulate seniority while he works in the non-unit position. If the employee is returned to a bargaining unit classification, he shall commence work in a job generally similar to the one he held at the time of his promotion or transfer, and he shall maintain the seniority rank he had at the time of his promotion or transfer out of the unit. It is further understood that no temporary demotions in supervisory positions will be made during temporary layoffs.

**SECTION 7.** The Company shall have the right to temporarily assign or cross-utilize employees for up to two weeks pursuant to the cross-utilization duties contained in the employee's job classification description.

Employees can be temporarily assigned for medical reason until released by Doctor and temporarily assigned for up to four (4) weeks to cover for vacation time off.

**SECTION 8.** When a job opening occurs within the classifications covered by this Agreement, first consideration will be given to current employees before hiring from the outside. Seniority shall be the determining factor when qualifications are relatively equal. All factors shall be considered, including work history, attendance, relative ability and experience.

**SECTION 9.** Due consideration shall be given to seniority when assigning shifts and higher seniority persons shall be allowed shift preference within their respective departments, provided they possess the qualifications and ability required to perform the work.

## **ARTICLE 7** **DISCHARGE OR SUSPENSION**

**SECTION 1.** The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall, consistent with the work rules attached as Schedule B, give warnings, in writing, to the employee, and a copy of the same to the Union and job steward affected.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice. Discharge must be by proper written notice to the employee and the Union.

**SECTION 2.** Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, the employee shall be reinstated? A request by an employee for an investigation as to his discharge or suspension must be made by written request within five (5) days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) days, and decision reached within fifteen (15) days from the date of discharge or suspension. If no decision has been reached, the case shall then be taken up as provided in Article 8 hereof. The arbitrator shall have authority to order full, partial or no

compensation for time lost.

## ARTICLE 8 ARBITRATION AND GRIEVANCE PROCEDURE

**SECTION 1.** It is mutually agreed that all grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided, and that there shall at no time be any strikes, tie-ups of equipment, slowdowns, walk-outs or any other cessation of work or the use of any method of lockouts or legal proceedings, except as specifically agreed to in other sections of this Agreement.

Every effort shall be made to adjust all controversies and disagreements between the Employer and the Union or its members in an amicable manner. In the event that any dispute cannot be settled in this manner, the question may be submitted for settlement or arbitration as hereinafter provided.

**SECTION 2. (A)** Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

**Step 1.** An employee grievance shall be first taken up by conference between the aggrieved employee, the shop steward, or both, and the Foreman of his or her department.

**Step I-A.** Before proceeding to Step 2 below, it shall be the responsibility of the aggrieved employee to reduce any grievance to writing on the regular grievance form provided by the Union. A grievance must be filed within (7) seven days of the date of the warning.

**Step 2.** All grievances shall be the subject of a conference between an official or officials of the Union and the manager, or representative of the Employer, delegated by the manager, or both. The parties agree that such meeting must take place within (7) days of the day of the grievance. In all events non-discharge or non-suspension grievances must be appealed to arbitration in writing within (7) days of the date of Step 2 meeting, after which there shall be no further appeal. Time can be extended upon mutual agreement.

**Step 3.** In the event the last step fails to settle the complaints, it shall be referred to arbitration upon the request of either the Union or the Employer. The President and/or Executive Board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union.

(B) The arbitrator shall be a person mutually agreed to by both the Employer and the Union. In the event the parties have not agreed upon an arbitrator within five (5) days, the moving party may request the Federal Mediation and Conciliation Service or the Michigan Employment Relations Commission to appoint an arbitrator who shall have authority to hear and decide the case.

(C) In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award. The fees and expenses of the arbitration shall be shared equally by the Employer and the Union. The decision of the arbitrator shall be rendered without undue delay, and all settlements made in the grievance procedure,

including the decision of the arbitrator, shall be final and binding on all parties, including the employees involved.

(D) The arbitrator shall have the sole and exclusive power and jurisdiction to determine whether or not a particular grievance, dispute or complaint is arbitrable under the terms of this Agreement.

## ARTICLE 9 STEWARDS

The Employer recognizes the right of the Union to designate job stewards and alternates from the Employer's seniority list. The authority of the job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with the Employer to the designated Employer representative in accordance with the provisions of the collective bargaining agreement.
2. The collection of dues when authorized by appropriate Local Union action.
3. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its officers provided such messages and information:
  - a) Have been reduced to writing, or
  - b) If not reduced to writing, are of a routine in Nature and do not involve work stoppage, slow-downs, Refusal to handle goods, or any other interference With the Employer's business. Stewards shall be permitted reasonable time to present to, and process grievances with Employer representatives on the company property without loss of time or pay during his regular working hours in meetings scheduled as mutually agreed upon by the steward and the Employer. Such time spent in handling grievances during the steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the steward.

## ARTICLE 10 ABSENCE

**SECTION 1.** Any employee desiring a leave of absence from his employment shall secure written permission from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights, except as provided in Article VI. The employee must make suitable arrangements for continuation of health and welfare and pension payments before the leave may be approved by either the Union or Employer. Any leave of absence taken shall be deducted from the vacation credits of the employee taking such leave.

**SECTION 2.** The Employer agrees to grant necessary and reasonable time off, not to exceed two (2) consecutive weeks, one time per calendar year, without discrimination or loss of seniority rights and without pay, to any one employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided two (2) weeks written notice is given to the Employer by the Union, specifying length of time off for Union activities. Due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

## ARTICLE 11 REPORTING OFF

**SECTION 1.** The Employer and the Union recognize that there may be instances when an employee must leave work due to a justified reason or illness.

**SECTION 2.** If an employee cannot report to work, the supervisor shall be informed one (1) day in advance, unless it is an emergency, and in that event, as soon as possible, and in such case the employee shall leave a message at the posted answering machine number no later than the employee's scheduled starting time.

**SECTION 3.** Absence from a scheduled work shift three (3) consecutive days, without prior notice to the Employer shall be just cause for termination by the Employer.

**SECTION 4.** All absences due to illness after three (3) in an employee's employment anniversary year must be documented with a supporting doctor's excuse within one (1) week of the absence in order to be considered an absence due to illness for grievance or arbitration purposes.

## ARTICLE 12 LIMITATION OF AUTHORITY AND LIABILITY

**SECTION 1.** No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever without the express approval of the Executive Board of the Local Union through its President.

**SECTION 2.** Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article 8 of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

**SECTION 3.** The authority of the Union stewards shall be limited to acts or functions which said stewards are expressly authorized to perform by the Executive Board of the Local Union.

## ARTICLE 13 PICKET LINE

**SECTION 1.** It shall not be a violation of this Agreement, and it shall not be cause of disciplinary action in the event an employee refuses to enter upon an property involved in a primary labor dispute, or refuses to go through or work behind any primary picket lines, including the primary picket line of the Union party to this Agreement, and including primary picket lines at the Employer's place of business. However, it is agreed that the Employer may have non-union persons perform such work in the event a unit employee so refuses.

## **ARTICLE 14 MAINTENANCE OF STANDARDS**

**SECTION 1.** The Employer agrees that general working conditions and fringe benefits shall be maintained at not less than the highest minimum standards in effect on the effective date of this Agreement, unless negotiated otherwise, and that conditions of employment shall be improved wherever specific provisions or improvements are made elsewhere in this Agreement. The Employer agrees not to change the general working conditions without due notice to the Union, which changes shall ultimately be subject to grievance resolution as set forth in

## **ARTICLE 15 GENERAL**

**SECTION 1.** The Employer agrees that it will allow the proper accredited representatives of the Union access to the plant or warehouse at any time for the purpose of policing the terms and conditions of this Agreement.

**SECTION 2.** The Union shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance.

**SECTION 3.** The Union shall have the right to post legitimate Union business notices on bulletin boards designated by the Employer.

## **ARTICLE 16 HEALTH AND WELFARE AND PENSION**

Contributions to the agreed upon health and insurance benefits, identified in Schedule C attached here to, must be made for each month on each regular full-time employee.

Employees who work part-time, temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Article.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, and supports such absence with proven medical documentation within five (5) days of first being absent, the Employer shall continue to make the required contributions to the health and insurance plans agreed upon for a period of one (1) month. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee is released by the workers compensation carrier's physician to return to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence.

Notwithstanding anything here in contained, it is agreed that in the event any Employer is delinquent at the end of a monthly period in the payment of its contributions, in accordance with the rules and regulations of the trustees of such funds, and after the proper official of the Local Union shall have given 72 hours' notice to the Employer of such delinquency in the payments, the Union shall have the right to take such action as it deems necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from. It is agreed that employees may direct the Employer, in writing, to deduct pay from their paycheck and direct Employer to make payment to an Individual Retirement Account maintained by the employee, and Employer agrees to do so, provided all applicable state and federal laws permit same.

It is also agreed that the health and insurance benefits shall be administered in compliance with all applicable laws and regulations, both state and federal.

The Company agrees to set up the 401 K program as discussed at negotiations as soon as possible.

## **ARTICLE 17 PAID FOR TIME**

**SECTION 1.** All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by **this Agreement shall be minimums, except that over scale wage rates may be established or maintained only by mutual agreement** of both parties hereto where not already protected by Article 2. Time shall be computed from the time that the employee is ordered to report for work and registers in, until the time he is effectively released from duty. All time lost due to delays as a result of overloads or certified violations involving federal, state or city regulations which, through no fault of the driver, shall be paid. Such payment for driver's time shall be at the hourly rate.

**SECTION 2.** Unless previously scheduled a shorter amount of time, employees, if not put to work as scheduled, shall be guaranteed four hours pay at the rate specified in this Agreement.

**SECTION 3.** The Employer may reschedule an employee's hours provided the Employer notifies the employee two (2) hours or more before the employee's previously scheduled starting time, in which case the Employer shall not be obligated for reporting pay set forth in Section 2 above. The

Employer may give such notice by leaving a message at the phone number which the Employee, pursuant to this Agreement, shall keep on file with the Employer. It is the employee's responsibility to keep such number up to date.

**SECTION 4.** Except for lab, brining, receiving and maintenance positions, the Employer agrees to schedule at least four (4) hours of work each time an employee is scheduled to report to work. The Employer agrees to schedule at least one (1) hour of work each time a lab, brining, receiving or maintenance employee is scheduled to report to work. However, nothing in this Agreement shall restrict the Employer and an individual employee from agreeing to scheduling and paying less than the minimums set forth in Sections 2 and 4 of this Article 17, provided the Employer complies with Section 5 of this Article.

**SECTION 5.** The Employer shall have the right to require mandatory overtime upon two (2) hours notice to employee. However, the Employer agrees to offer overtime on a voluntary basis, within each classification in order of seniority. If overtime is not voluntarily agreed to, overtime shall be assigned by the Employer in reverse order of seniority. The Employer shall not be required to equalize voluntary overtime opportunities, or mandatory overtime or cross-utilization requirements.

The Company shall make every effort to post overtime requirements for weekend work no later than the end of the shift on Thursday. It is agreed and understood that seniority shall prevail in the assigning of overtime. Overtime shall first be offered on a voluntary basis and if overtime requirements are not fulfilled in this manner, the Employer shall be allowed to force, beginning with the lowest senior person in the respective classifications until such time as overtime personnel requirements have been satisfied.

It is understood, that in situations of an emergency nature, it shall not be a violation of the contract if the Employer posts overtime requirements later than aforesaid.

An emergency shall mean an event or situation that cannot reasonably be foreseen or controlled by the Employer.

**Saturday work breaks:** 10 minute break after two (2) hours, additional 10 minute break after the second 2 hours. If work is scheduled for more than six (6) hours, employees will take an unpaid lunch break.

**SECTION 6.** The normal work week shall be five (5) consecutive eight (8) hour days. The intent of this Section is to avoid a staggered work week. This Section shall not prohibit a longer work week, provided eight (8) hour days are generally maintained. This Section shall not prohibit longer work hours provided a five (5) day week is generally maintained. Nothing in this Agreement shall be construed to provide a minimum guarantee of work hours. However, Employer generally agrees to maintain five (5) consecutive eight (8) hour days even if it requires layoffs, as an alternative to generally reducing the work week.

## **ARTICLE 18** **VACATION AND HOLIDAY**

**SECTION 1. VACATIONS.** All full-time employees who have completed one (1) year or more of continuous service with the Company since his last hiring date, and who, as an hourly paid employee, has worked 1,600 hours during the preceding twelve (12) months from his anniversary date of hire, shall receive vacation with pay (forty (40) paid hours) according to the schedule below:

One year	one week
Three years	two weeks
Five years	three weeks
Ten years & over	four weeks

(At next anniversary after effective date of this contract)

The anniversary date of the employee shall be used to determine earned vacation credits.

Seniority shall prevail as to period choice. Once bid, vacation selection may not be changed except by mutual agreement otherwise. Employees shall select vacation according to seniority beginning January 1 of each year. Vacation request must be made for scheduling no later than February 1. Employees may split their vacation weeks, but when splitting, order of preference for first and second choice must be made. All employees' vacation time will be scheduled for first choice before any employees' second choice time is considered. After all first choices are scheduled, then, again seniority shall prevail on order of second, third, fourth and fifth choices respectively. After posting of schedule February 1 of each year, vacation may be changed to any weeks open at any time during the year, but subject to management approval. Unit employees, as long as they timely submit vacation requests as set forth herein, shall not compete with non-unit employees for original vacation scheduling.

## **SECTION 2. PAID HOLIDAYS**

New Year's Day  
July 4<sup>th</sup>  
Thanksgiving Day  
New Year's Eve Day

Memorial Day  
Labor Day  
Christmas Day  
Christmas Eve Day

An Employee who is not scheduled to work on such holiday shall receive compensation based on hours scheduled per day for such un-worked holiday, provided he is a full-time employee who has completed his probationary period and he works all of the hours his department was scheduled to work on the last scheduled day preceding the holiday and the next scheduled work day following the holiday without being late, unless he was excused from work either of such days by the Company. An employee who was scheduled to work on the holiday and fails or refuses to do so shall not be eligible for holiday pay. In the event a holiday falls within an employee's vacation period, he shall be granted an additional day's pay for such holiday.

All hours worked on any of the named holidays in this Agreement shall be paid at double time, plus holiday pay at eight (8) hours straight time.

An employee must work the full last scheduled workday before and full first scheduled work day after holiday except that the employee shall not be disqualified from holiday pay if the employee is no more than one (1) hour late, for a reasonably acceptable reason.

In addition, full-time employees who, during the twelve (12) months from their date of hire or last anniversary of same, have worked six (6) consecutive months with perfect attendance (absolutely no absences for any reason, and no reprimands, warnings or suspensions for tardiness) shall be allowed one-half (1/2) day floating paid holiday to be taken during their next anniversary year. Employees who, during the same full twelve (12) months, work with perfect attendance, as defined, shall be allowed an additional one-half (1/2) floating paid holiday to be taken during the same period stated above. Floating paid holidays must be scheduled at least one (1) week in advance.

**SECTION 3. OVERTIME** Hours worked over forty (40) in one (1) week shall be paid at time and one-half. Sunday hours shall be paid at double time for those employees who make themselves available for overtime work on both Saturdays and Sundays. There shall be no compounding or pyramiding of overtime. Actually paid vacation and holidays shall count toward overtime entitlement.

**SECTION 4. FUNERAL LEAVE.** The Employer shall grant to a full time or part time employee having completed his/her sixty (60) day probationary period, straight time pay for time lost up to but not exceeding one (1) eight (8) hour day, when death occurs in the employee's immediate family. Employee's immediate family shall be defined as wife, husband, son, daughter, mother, father, sister, brother, parents-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren. Payment for such time lost shall be limited to a maximum of one (1) day of actual time lost from normally scheduled work on the day of the funeral. If travel is required, additional time off, without pay, shall be granted on a case by case basis and must be requested by the employee prior to the actual time off. Funeral pay hours shall not count towards overtime.

Provided further that (1) the absence is taken and used for the purpose of attending the funeral or other services or following the customary practice in connection with such death, and (2) that the employee furnishes the Employer such proof as it shall deem necessary for any of the above. If the funeral occurs on a Saturday, Sunday, or Holiday, the employee attending such funeral of immediate family member shall be paid the number of hours actually worked by other employees in his department on that day, up to a maximum of eight (8) hours at the straight time rate of pay.

## **ARTICLE 19 UNIFORMS AND EQUIPMENT**

The Employer agrees to furnish two (2) pairs of rubber boots to employees required to wear same, per calendar year, provided the employee returns the boots to be replaced with no more than reasonable wear and tear, or after two (2) pair, shall be furnished at one-half (1/2) cost to the employee, which shall be deducted from the employee's paycheck, provided the Employer provides employee with a clothes locker, and provided the employee returns the boots to be replaced.

The Employer agrees that if any employee is required to wear any kind of uniform, such uniform shall be furnished and maintained by the Employer, at one-half (1/2) cost to the Employer and one half (1/2) cost to the employee, at the standard required by the Employer, the employee's cost not to exceed \$4.00 per week, which shall be deducted from the employee's paycheck.

## **ARTICLE 20 EQUIPMENT, ACCIDENTS AND REPORTS**

**SECTION 1.** Under no circumstances will an employee be required or assigned to engage in any activity in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

**SECTION 2.** Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

**SECTION 3.** Employees shall immediately, or at the end of their shift, report all defects of equipment, such reports shall be made on a suitable form furnished by the Employer, and shall be made in multiple copies, one copy to be retained by the employee.

## **ARTICLE 21 NEW JOBS OR RATE**

When a new job is established or there is a significant change in the duties of an existing job, a rate for the new or changed job shall be set by the Employer. The Employer will meet with the Union to discuss the rate and duties for that job. If no agreement is reached, a grievance may be filed beginning at Step 3.

Company agrees to establish lead person positions for Production and Packaging Departments. Seniority shall be the determining factor when qualifications are relatively equal. All factors shall be considered, including work history, attendance, relative ability and experience.

## **ARTICLE 22 WORKER'S COMPENSATION**

The Employer agrees to cooperate toward the prompt settlement of employees' on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide worker's compensation protection for all employees even though not required by state law.

## **ARTICLE 23 MILITARY SERVICE**

Any employee on the seniority list inducted into the military, navy, marine or air service under the provision of any Federal Selective Service Training Statute and amendments thereto, or any similar act in time of national emergency, shall upon termination of such service be re-employed in line with his seniority at the then current rate for such work, provided he has not been dishonorably discharged from such service with the United States Government, and is physically able to do work available, and further provided he reports for work within ninety (90) days of the date he is discharged from such service with the United States Government.

The Employer shall pay the health and welfare and pension fund contributions on employees on leave of absence for training in the military reserves or National Guard, but not to exceed fourteen (14) days, providing such absence affects his credits or coverage for health and welfare and/or pension.

## **ARTICLE 24 SEPARABILITY AND SAVINGS CLAUSE**

If any article or section of this Agreement, or of any riders hereof, should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained pending a final determination as to its validity, the remainder of this Agreement, and of any rider hereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall be not affected thereby.

In the event that any article or section is held invalid, or enforcement of or compliance with, which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse is support of its demands notwithstanding any provision in this Agreement to the contrary.

## **ARTICLE 25 TERMINATION OF AGREEMENT**

**SECTION 1.** This Agreement shall be in full force and effect from September 25, 2017 to and including September 30, 2020 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is serviced by either party upon the other at least 60 days prior to the date of expiration.

**SECTION 2.** It is further provided that where no such cancellation or termination notice is served, and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to September 30, 2020, or sixty (60) days prior to the end of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement, specifying the exact terms requested to be changed. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon after the end of the contract year, provided that party gives the other 60 day notice of such planned economic recourse, including strike.

**SECTION 3.** It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement, the parties agree to start negotiations at least forty-five (45) days before the expiration or amendment date of this Agreement.

**SECTION 4.** In the event of war, declaration of emergency or imposition of civilian controls during the life of this Agreement, either party may reopen the same upon sixty (60) days written notice and request renegotiations of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

FOR THE EMPLOYER:

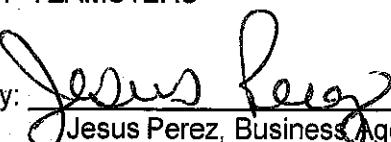
OLD EUROPE CHEESE

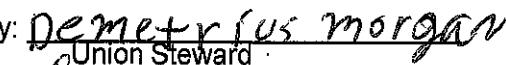
By: 

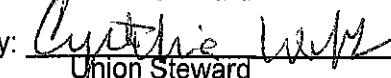
Francois Capt, General Manager

FOR THE UNION:

AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

By:   
Jesus Perez, Business Agent

By:   
Union Steward

By:   
Union Steward

**Schedule "A"**

**9/25/17- 9/30/20**

<b>CLASSIFICATION</b>	<b>ENTRY</b>	<b>60 DAYS</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS</b>	<b>4 YEARS</b>	<b>5 YEARS</b>	<b>6 YEARS</b>	<b>7 YEARS</b>	<b>8 YEARS</b>	<b>9 YEARS</b>	<b>10 YEARS</b>
PACKAGING	\$10.90	\$11.00	\$11.10	\$11.20	\$11.30	\$11.50	\$11.60	\$11.80	\$12.00	\$12.20	\$12.50	\$12.70
PACK LEAD 1	\$11.17	\$11.33	\$11.69	\$11.95	\$12.32	\$12.47	\$12.52	\$12.82	\$13.02	\$13.22	\$13.42	\$13.62
PACK LEAD 2	\$11.43	\$11.69	\$12.06	\$12.32	\$12.68	\$12.84	\$12.89	\$13.19	\$13.39	\$13.59	\$13.79	\$13.99
PACK SPECIALIST	\$12.38	\$12.63	\$12.99	\$13.36	\$13.72	\$13.88	\$13.93	\$14.23	\$14.43	\$14.63	\$14.83	\$15.03
PRODUCTION	\$10.90	\$11.10	\$11.30	\$11.50	\$11.80	\$12.00	\$12.10	\$12.40	\$12.60	\$12.80	\$13.00	\$13.20
PROD LEAD LEVEL 1	\$11.43	\$11.69	\$12.06	\$12.32	\$12.68	\$12.84	\$12.89	\$13.19	\$13.39	\$13.59	\$13.79	\$13.99
PROD LEAD LEVEL 1A	\$11.90	\$12.10	\$12.30	\$12.50	\$12.80	\$13.00	\$13.10	\$13.40	\$13.60	\$13.80	\$14.00	\$14.20
PROD LEAD LEVEL 2	\$12.38	\$12.63	\$12.99	\$13.36	\$13.72	\$13.88	\$13.93	\$14.23	\$14.43	\$14.63	\$14.83	\$15.03
PROD LEAD LEVEL 3	\$12.93	\$13.19	\$13.56	\$13.82	\$14.18	\$14.34	\$14.39	\$14.69	\$14.89	\$15.09	\$15.29	\$15.49
PROD LEAD SPECIALIST	\$12.83	\$13.67	\$14.03	\$14.23	\$14.66	\$14.81	\$14.86	\$15.16	\$15.36	\$15.56	\$15.76	\$15.96
LABORATORY ASSISTANT	\$10.90	\$11.00	\$11.10	\$11.20	\$11.30	\$11.50	\$11.60	\$11.80	\$12.00	\$12.20	\$12.50	\$12.70
LABORATORY TECHNICIAN	\$11.05	\$11.35	\$11.65	\$11.95	\$12.15	\$12.25	\$12.30	\$12.60	\$12.80	\$13.00	\$13.20	\$13.40
LABORATORY LEAD	\$12.38	\$12.63	\$12.99	\$13.36	\$13.72	\$13.88	\$13.93	\$14.23	\$14.43	\$14.63	\$14.83	\$15.03
DRIVER	\$10.90	\$11.00	\$11.10	\$11.20	\$11.30	\$11.50	\$11.60	\$11.80	\$12.00	\$12.20	\$12.50	\$12.70
MAINTENANCE	\$10.90	\$11.00	\$11.10	\$11.20	\$11.30	\$11.50	\$11.60	\$11.80	\$12.00	\$12.20	\$12.50	\$12.70
MAINTENANCE #2	\$10.90	\$11.10	\$11.30	\$11.50	\$11.80	\$12.00	\$12.10	\$12.40	\$12.60	\$12.80	\$13.00	\$13.20
MAINTENANCE LEAD	\$12.83	\$13.67	\$14.03	\$14.23	\$14.66	\$14.81	\$14.86	\$15.16	\$15.36	\$15.56	\$15.76	\$15.96

**Schedule "A"****9/25/17 - 9/30/20**

CLASSIFICATION	11 YEARS	12 YEARS	13 YEARS	14 YEARS	15 YEARS	16 YEARS	17 YEARS	18 YEARS	19 YEARS	20 YEARS
PACKAGING	\$12.90	\$13.10	\$13.30	\$13.50	\$13.70	\$13.90	\$14.10	\$14.30	\$14.50	\$14.70
PACK LEAD 1	\$13.82	\$14.02	\$14.22	\$14.42	\$14.62	\$14.82	\$15.02	\$15.22	\$15.42	\$15.62
PACK LEAD 2	\$14.19	\$14.39	\$14.59	\$14.79	\$14.99	\$15.19	\$15.39	\$15.59	\$15.79	\$15.99
PACK SPECIALIST	\$15.23	\$15.43	\$15.63	\$15.83	\$16.03	\$16.23	\$16.43	\$16.63	\$16.83	\$17.03
PRODUCTION	\$13.40	\$13.60	\$13.80	\$14.00	\$14.20	\$14.40	\$14.60	\$14.80	\$15.00	\$15.20
PROD LEAD LEVEL 1	\$14.19	\$14.39	\$14.59	\$14.79	\$14.99	\$15.19	\$15.39	\$15.59	\$15.79	\$15.99
PROD LEAD LEVEL 1A	\$14.40	\$14.60	\$14.80	\$15.00	\$15.20	\$15.40	\$15.60	\$15.80	\$16.00	\$16.20
PROD LEAD LEVEL 2	\$15.23	\$15.43	\$15.63	\$15.83	\$16.03	\$16.23	\$16.43	\$16.63	\$16.83	\$17.03
PROD LEAD LEVEL 3	\$15.69	\$15.89	\$16.09	\$16.29	\$16.49	\$16.69	\$16.89	\$17.09	\$17.29	\$17.49
PROD LEAD SPECIALIST	\$16.16	\$16.36	\$16.56	\$16.76	\$16.96	\$17.16	\$17.36	\$17.56	\$17.76	\$17.96
LABORATORY ASST	\$12.90	\$13.10	\$13.30	\$13.50	\$13.70	\$13.90	\$14.10	\$14.30	\$14.50	\$14.70
LABORATORY TECHNICIAN	\$13.60	\$13.80	\$14.00	\$14.20	\$14.40	\$14.60	\$14.80	\$15.00	\$15.20	\$15.40
LABORATORY LEAD	\$15.23	\$15.43	\$15.63	\$15.83	\$16.03	\$16.23	\$16.43	\$16.63	\$16.83	\$17.03
DRIVER	\$12.90	\$13.10	\$13.30	\$13.50	\$13.70	\$13.90	\$14.10	\$14.30	\$14.50	\$14.70
MAINTENANCE	\$12.90	\$13.10	\$13.30	\$13.50	\$13.70	\$13.90	\$14.10	\$14.30	\$14.50	\$14.70
MAINTENANCE #2	\$13.40	\$13.60	\$13.80	\$14.00	\$14.20	\$14.40	\$14.60	\$14.80	\$15.00	\$15.20
MAINTENANCE LEAD	\$16.16	\$16.36	\$16.56	\$16.76	\$16.96	\$17.16	\$17.36	\$17.56	\$17.76	\$17.96

**After 20 years, increase hourly rate by 20 cents per hour each year on anniversary date.**

## **PACKAGING**

**DUTIES:** Materials Preparation Cutting  
Wrapping Weighing Boxing  
Labeling Waxing Loading and Unloading Truck  
Cleaning Of All Packaging Areas and  
Equipment All Associated Duties  
Re-Coating

**CROSS UTILIZATION DUTIES:** Production Brining-Curing  
Maintenance Utility  
Laboratory

## **PRODUCTION PROCESSING**

**DUTIES:**

Preparing the Production Areas  
Molding Cutting  
Turning Pressing  
Cleaning and Sanitizing Of All Production Areas and Equipment All Associated Duties

**CROSS-UTILIZATION DUTIES:** Production Brining-Curing  
Production Receiving

## **PRODUCTION CLEANING**

**DUTIES:**

Cleaning of the Production and Factory Equipment General Cleaning and  
Sanitizing of the Plant Maintain Inventory of Cleaning Products  
Pressing of the Under graded Cheeses  
All Associated Duties

**CROSS UTILIZATION DUTIES:** Production Process  
Packaging  
Laboratory

## **PRODUCTION BRINING-CURING**

### **DUTIES:**

In Charge of Brine and Curing Process  
Brining  
Spraying Turning Weighing  
Transferring Cheeses in Curing Room  
Cleaning and Sanitizing Of Work Areas  
Checking and Adjusting the Density of Brine  
Coating  
Bagging, Vacuuming, Boxing  
Transferring the Cheese in Needed Area  
All Associated Duties

CROSS-UTILIZATION DUTIES: Production Process  
Packaging

## **PRODUCTION - RECEIVING**

### **DUTIES:**

Start Up and Test the Milk, Cream  
Preparing the Production Area  
Receiving of the Milk and Cream  
Standardization of the Milk in Fat and Protein Pasteurization  
Processing of Culture  
Separation of the Butter Fat from the Whey  
Cleaning Of All Pipes, Vats, Tanks and Equipment Used Sanitation of the Working Areas  
All Associated Duties

CROSS-UTILIZATION DUTIES: Production Process  
Laboratory

## **DRIVER**

### **DUTIES:**

Delivery and Pick Up Of Products  
General Maintenance of the Truck and Log All Associated Duties

CROSS-UTILIZATION DUTIES: Utility Maintenance Helper  
Packaging

## **UTILITY MAINTENANCE HELPER**

### **DUTIES:**

Maintain Inventory of Packaging and Shipping Material  
Cleaning Of the Basement, Warehouse and Garage  
General Maintenance in Plant, Excluding Electrical Wiring, Pipefitting and Welding  
Loading and Unloading Of Trucks  
Responsible For All Miscellaneous Errands  
Grounds Maintenance (Mow the Lawn, Pick up Trash)  
Assist Maintenance Foreman, Including Electrical, Pipefitting and Welding  
All Associated Duties

CROSS-UTILIZATION DUTIES: Production  
Brining - Curing Driver

## **MAINTENANCE #2**

### **DUTIES:**

Maintain Inventory of Packaging and Shipping Material  
Cleaning of the Basement, Warehouse and Garage  
General Maintenance in Plant, including Electrical Wiring, Pipefitting and Welding  
Loading and Unloading of Trucks  
Responsible For All Miscellaneous Errands  
Grounds Maintenance (Mow the Lawn, Pick up Trash)  
Assist Maintenance Foreman, Including Electrical, Pipefitting and Welding  
All Associated Duties

CROSS-UTILIZATION DUTIES: Production  
Brining — Curing Driver

## **LABORATORY ASSISTANT**

### **DUTIES:**

Run All Tests Required in the Process Of Making Cheese Record  
Results  
Processing Of Culture  
Cleaning of Equipment and Work Area  
All Associated Duties

CROSS-UTILIZATION DUTIES: Packaging

## **LEADPERSON- LABORATORY**

### **DUTIES:**

Coordinate Activities and Work of Laboratory  
Run All Tests Required In The Process Of Making Cheese  
Record and Analysis Results, Inform Plant Manager and Supervisors Directly Concerned Of Potential Problem  
Processing Of Culture  
Quality Control  
Maintain and Order Inventory of Ingredients, General Laboratory Supplies Coordination of Uniform Rental, Plant Pest Control  
Cleaning Of Equipment and Work Area  
All Associated Duties

### **CROSS-UTILIZATION DUTIES: Packaging**

## **LEADPERSON - PACKAGING**

DUTIES: Coordinate Activities and Work of Packaging Materials Preparation  
Cutting Wrapping  
Weighing  
Boxing Labeling Waxing Loading and Unloading Truck  
Cleaning Of All Packaging Areas and Equipment  
CROSS-UTILIZATION DUTIES: Production Brining - Curing Production Cleaning Utility Maintenance Help Laboratory

## **LEADPERSON - PRODUCTION BRINING - CURING**

DUTIES: Coordinate Activities and Work of Brine and Curing Process Brining Spraying  
Turning  
Weighing  
Transferring Cheeses in Curing Room  
Cleaning and Sanitizing Of Work Areas  
Checking and Adjusting the Density Of Brine  
Coating  
Bagging, Vacuuming, Boxing  
Transferring the Cheese in Needed Area

### **CROSS-UTILIZATION DUTIES: Production Process & Packaging**

## **LEADPERSON RECEIVING - PASTEURIZATION - TREATMENT**

### **DUTIES:**

Coordinate Activities and Work of Receiving, Pasteurization and Treatment  
Start Up and Test the Milk, Cream  
Preparing the Production Area  
Receiving of the Milk and Cream  
Standardization of the Milk in Fat and Protein  
Pasteurization  
Processing of Culture  
Separation of the Butter Fat from the Whey  
Cleaning of All Pipes, Vats, Tanks and Equipment Used Sanitation of the Working Areas  
All Associated Duties (For Job Descriptions)

### **CROSS-UTILIZATION DUTIES: Production Process**

Laboratory

## **LEADPERSON - PRODUCTION CLEANING**

### **DUTIES:**

Coordinate Activities and Work of Production Cleaning Cleaning Of the Production and Factory Equipment General Cleaning and Sanitizing Of the Plant  
Maintain Inventory of Cleaning Products  
Pressing of the under graded Cheeses  
All Associated Duties

### **CROSS-UTILIZATION DUTIES: Production Process**

Packaging  
Laboratory

## **LEADPERSON - PRODUCTION PROCESSING**

### **DUTIES:**

Coordinate Activities and Work of Production Processing Preparing the Production Areas  
Molding  
Cutting  
Turning  
Pressing  
Cleaning and Sanitizing Of All Production Areas and Equipment

### **CROSS-UTILIZATION DUTIES: Production Brining-Curing**

Production Receiving

**SCHEDULE B**  
**OLD EUROPE CHEESE, INC**  
**RULES AND REGULATIONS**

**SECTION 1.** For the violation of any of the following rules, an Employee shall be subject to:

**IMMEDIATE DISCHARGE:**

1. Insubordination, gross neglect of duty or refusal to comply with Company's instructions unless such instructions are injurious to employee's health or safety.
2. Falsification of personnel records or other Company records. The penalty for this infraction shall be as set forth in Section 2 if employee proves such "falsification" was purely accidental.
3. Theft or destruction of Company's or another employee's property. The penalty for this infraction shall be as set forth in Section 2 if employee proves such "theft" or "destruction" was purely accidental.
4. Drinking or possession of alcohol on Company time, premises or equipment. Possession, sale or use of controlled substances on Company time or premises. Under the detectable influence of alcohol or controlled substances during work hours.
5. Incarceration of three (3) days.
6. Deliberate or careless conduct endangering the safety of himself or other employees.
7. Absent for three (3) consecutive working days without notification.
8. Unauthorized use of Company motor vehicle, including driving without a license or reckless or careless driving in a motor vehicle owned by the Company.
9. Failure to wear required safety or health apparel or uniforms. It is understood that employees shall be instructed regarding safety requirements and proper safety and/or health apparel.
10. Commission of any two (2) major offenses. (See Note)
11. Fighting on Company property.
12. Punching another employee's time card with intent.
13. Deliberate tampering with food and or equipment.
14. Bringing a firearm, explosive, knife with a blade of any length, razor, box cutter, blade or weapon-like object onto Company property, not provided and owned by the Company. Exception is made for cutting tools kept in the employee vehicle.

Note: A "Major Offense" is an offense for which the penalty is disciplinary time off.

## **SECTION 2.**

For the Commission of any of the following offenses, an employee shall receive:

First Offense: Warning with up to 3 days off (Company's sole discretion) Second

Offense: Subject to Discharge

1. Failure to report all injury or property damage accidents immediately.
2. Failure to turn in Company's funds on the same day collected.
3. The scrapping of materials, parts, equipment, property, or products by proven negligence or incompetence.
4. Abusive, threatening or coercive treatment of another person on Company's premises.
5. Sleeping on the job during working hours.
6. Failure to keep work areas in a clean and sanitary condition as assigned.
7. Failure to follow directions and instructions given by management or delegated instructions in the performance of their work.
8. No smoking on Company premises except for the two designated smoking areas outside of the plant.
9. Leaving work without supervisor's written permission during scheduled shift.
10. Disturbing or interfering with others on Company property, including but not limited to co-workers, sub-contractors or vendors.

## **SECTION 3.**

For the commission of any of the following offenses, or any unlisted offense, an employee shall receive:

First Offense:                   Warning

Second Offense:     Warning with up to 3 Days Off

Third Offense:                 Subject to Discharge

1. Commission of Minor Chargeable Offense.
2. Inaccurate or Improper Loading of Product.
3. Failure to report mechanically defective condition of equipment.

4. Failure to keep equipment in good appearance when charged to do so under established company policy.
5. Failure to properly make out reports.
6. Soliciting or collecting contributions on company time without authorization from management.
7. Failure of an employee to keep himself or herself in a neat appearing condition.
8. Unnecessary delaying of load or equipment.
9. Littering.
10. Discourtesy to customers or fellow employees.
11. Tardiness for returning late from lunch or breaks.

NOTE: A "Minor Offense" is defined as an offense for which the penalty is a reprimand. A "Major Offense" is an offense for which the penalty is disciplinary time off.

#### **SECTION 4. - MISCELLANEOUS RULES AND REGULATIONS**

1. Failure to punch time card correctly after instructed:

1st Offense:	Warning
2nd Offense:	Written Warning
3rd Offense:	(Within a 9 month period)
	Subject to Discharge

2. Failure to notify Employer in the event of inadvertent failure to punch time card:

1st Offense:	Written Warning
2nd Offense:	Written Warning
3rd Offense:	(Within a 9 month period)
	Subject to Discharge

3. Attendance and tardiness will be handled under the following point attendance policy attached.

## SCHEDULE C

Comprehensive major medical benefits provided through GLEA Managed Care Choices II Plan 2, with the employees contributing 27% based on an estimated 6% increase at renewal. Dependent contributions will increase the same dollar amount as employee contributions.

If insurance cost increases over 8% in any one (1) year of the contract or if there is any change in required coverages in the Federal or State Health Care Law of the contract, the employer may elect to re-open the contract as to insurance coverages and the parties will negotiate proposals and changes.

	Year 1	Year 2	Year 3
Employee	\$27.25	\$28.79	\$30.33
Spouse	\$45.41	\$47.30	\$50.56
Child(ren)	\$31.28	\$33.05	\$34.83
Family	\$55.50	\$58.67	\$61.79

\*\*\*\*\*CALCULATION ASSUMES WEEKLY EMPLOYEE CONTRIBUTIONS

\*\*\*\*\*CALCULATION BASED ON INSURANCE RENEWAL CENSUS

All Employee Health Contributions above shall be deducted and paid through a Section 125 Premium Contribution Plan.

The company reserves the right to re-open the contract for insurance if we can find lower cost insurance for the same coverage. And at that time employee contributions would be adjusted/reduced.

Projected Maximum Annual Deductible Allowed,  
Years 2 and 3 are based on Medical inflation of 4%

	Year 1	Year 2	Year 3
Employee	\$ 441	\$ 458	\$ 476
Family	\$1323	\$1374	\$1428

## **AMENDED ATTENDANCE POLICY**

As we all know, you have to produce an effective quality product in order to compete in today's world. Irregular attendance and tardiness can impose undue hardship on plant operations and workers. Continued attendance problems and tardiness is evidence of a willful disregard for the interests of the Company, as well as a lack of concern for the wellbeing of fellow employees. Good attendance, therefore, is a condition of employment. The following policy is designed to (a) maintain attendance at appropriate levels; (b) ensure proper staffing of all shifts; (c) provide progressive disciplinary measures which are administered in as fair and consistent a manner as possible; and (d) improve the attendance of an employee who is often absent or tardy from work.

### **GENERAL INFORMATION**

The following is a point system where fifteen and half (15.5) points is all each employee will be allowed to have.

Employees will be allowed three (3) Personal Days (without pay or points) during each anniversary year. Advance notice of at least three (3) days is required on each personal day requested as well as approval from your supervisor. After the request is approved, it is then submitted to Personnel.

For those employees having less than one year seniority at the onset of this attendance policy, the number of Personal Days allowed will be pro-rated based on date of hire for the balance of this first year.

### **PROGRAM ADMINISTRATION**

Attendance and tardiness records will be maintained on an ongoing basis and will be recorded upon which occurrences will be based.

### **EARLY OUT:**

One-half point will be given for leaving less than 2 hours before the end of the work day provided supervisor has given permission, 1 point for leaving more than 2 hours before the end of shift with a supervisor's permission. Leaving early without permission is subject to a written warning as stated in union contract.

### **EXEMPTIONS TO TARDINESS:**

Pre-approved Doctor/Dentist appointments will be exempt from any points, contingent upon approval from your Supervisor and Personnel. Pre-approved absences for up to 4 actual hours accompanying employee's legally established and custodial minor children to Doctor/Dentist appointments will be exempt from any points, contingent upon written documentation from the Doctor/Dentist setting forth actual appointment/waiting hours and approval from your supervisor and personnel. To be exempt from points, documentation for the absence must be presented upon or before returning to work. Without this documentation, the points will not be exempt and the points will be given. For scheduled treatments for an ongoing illness/injury, the maximum points given will be one point provided that documentation by the physician is presented. For a complicated pregnancy, 7-10 days absence from work is required before the problem will be considered for the exemption.

### **ABSENCES:**

**Two points will be charged for each day of absence, with call before beginning of shift. Two or more consecutive days missed with a Doctor's slip, will be reduced to two points for the entire length of the absence provided that documentation is presented to Personnel.**

The following is a list of the occurrences for which points will not be charged:

- Vacations
- Bereavements (for wife, husband, son, daughter, mother, father, sister, brother, parents-in-law, daughter-in-law, son-in-law, grandparents, grandchildren).
- Subpoenaed Court Appearances
- Jury Duty
- Military Duty
- Work Related Illness/Injury (as determined by the Company)
- An Approved medical "Leave of Absence" (over seven days)
- An Approved Personal Leave of Absence
- Days of Disciplinary suspension
- Emergency Leaves (must be approved by both your Supervisor and Personnel and documentation will be required)
- Absences which fall under the provisions of the Family and Medical Leave Act of 1993.

A two-day advance notice must be given of scheduled absences and follow-up documentation showing proof of presence must be provided upon return. For emergencies, only follow-up proof must be brought in, no advance notice is required.

**OCCURRENCES:**

If five points are accumulated by an employee, a WRITTEN ATTENDANCE will be issued to that employee. If ten points are accumulated by an employee, the SECOND WRITTEN WARNING will be issued. If sixteen points are accumulated by an employee, that person's employment will be terminated by the Company.

- |           |                                   |
|-----------|-----------------------------------|
| 5 Points  | First Written Attendance Warning  |
| 10 Points | Second Written Attendance Warning |
| 16 Points | Termination                       |

**PERFECT ATTENDANCE CREDIT:**

Improved attendance is encouraged and recognized under this policy. If after receiving points an employee is able to achieve perfect attendance for the period of 30 days, per present practice, the Company will automatically subtract two points from an employee's total. To have perfect attendance, an employee must have no early quits, no days tardy, no failure to punch in or out, or any other chargeable absence during the one-month period. Absences such as Leaves of Absence, Medical Leaves, or layoffs will be excluded from consideration when looking at points for the month. Also excluded will be pre-approved personal days and scheduled vacation time. Credits do not accumulate for employees having no points.

## SUMMARY OF POINT SYSTEM

### 1/2 Point

- Tardiness less than one hour with a call to Personnel
- Leaving early less than 2 hours before the end of shift with permission of supervisor.

### 1 Point

- Tardiness less than one hour with no call.
- Tardiness more than one hour with a call to Personnel.
- Ongoing illness/injury with proper documentation provided.
- Leave more than 2 hours before the end of shift with supervisor's permission.

### 1 1/2 Points

- Tardiness more than one hour with no call.

### 2 Points

- Regular absence (two points per day) with a call to Personnel, before the beginning of his/ her shift.
- Calls in saying will be late/ then does not call back to report to work.

### 2 1/2 Points

- Regular absence with no call.

## **LETTER OF AGREEMENT**

This agreement made and entered into this 25th Day of September, 2017, by and between Old Europe Cheese, Inc., located at 1330 East Empire Avenue, Benton Harbor, Michigan, party of the first part and hereinafter termed the "Employer", and Local Union No. 7, Affiliated with the International Brotherhood of Teamsters, located at 3330 Miller Road, Kalamazoo, Michigan, party of the second part, and hereinafter termed the "Union".

Whereas both parties have entered into a collective bargaining agreement date September 25, 2017, with a termination date of September 30, 2020.

Whereas both parties are desirous of implementing an attendance award system on a temporary basis as set forth in this agreement in supplement to the collective bargaining agreement identified immediately above:

### **NOW THEREFORE, IT IS AGREED**

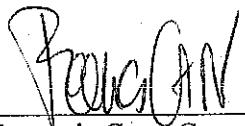
1. All employees actually working full-time for the Employer pursuant to the agreement who work a full calendar month with "perfect attendance" and without disciplinary action under the Rules and Regulations set forth in Schedule "B" to the agreement shall be entitled to an attendance bonus defined herein.
2. Probationary employees, temporary employees, laid off employees, and employees not actually working full-time for the Employer shall not be eligible for an attendance bonus.
3. "Perfect Attendance" shall mean that the employee missed no time whatsoever from scheduled or requested employment by the Employer for any reason, including but not limited to lateness, absence for work-related injury, vacation of less than seven (7) consecutive calendar days, funeral leave, military leave or otherwise, excepting only absence for vacation as set forth in paragraph 4 below.
4. Absence for scheduled vacation of seven (7) consecutive calendar days or more shall not disqualify an employee for "perfect attendance" provided the employee's vacation was requested by the employee and approved by the Employer in writing more than fourteen (14) days in advance of commencement of the vacation.

5. The attendance bonus shall be fifty dollars (\$50.00) for each full calendar month the employee works with "perfect attendance", except in the event the employee is absent for vacation as set forth in paragraph 4 above, in which case the bonus shall be reduced by fifteen dollars (\$15.00) for each week or portion of a week (a week being defined as Sunday at 12:01 am through Saturday at 12 midnight) and employee is absent for vacation as defined in paragraph 4 above.
6. It is specifically agreed that the attendance bonus is effective for the months of January through December per year for duration of this contract, which ends September 30, 2020, after which this agreement shall automatically be terminated, unless extended by way of an executed agreement by both parties.
7. Attendance bonuses shall be payable the first payroll period of the following month.
8. The underlying agreement shall remain in full force and effect pursuant to its terms regardless of any of the provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals the day and year first above written.

FOR THE EMPLOYER:

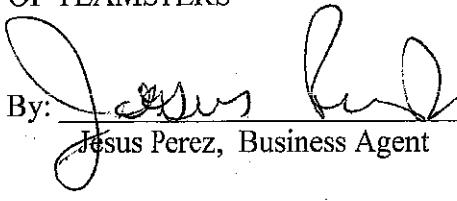
OLD EUROPE CHEESE

By: 

Francois Capt, General Manager

FOR THE UNION:

AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

By: 

Jesus Perez, Business Agent