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2,700 workers

MASTER AGREEMENT

By and Between

CONAGRA FOODS COMPANY INC. DBA
CONAGRA FROZEN FOODS GROUP

and

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION

and

INTERNATIONAL
BROTHERHOOD OF
TEAMSTERS

JULY 21, 2003
through JULY 16, 2006



54 pages

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AGREEMENT

THIS AGREEMENT is effective the 21st day of July, 2003, by and between CONAGRA FOODS INC., doing business as CONAGRA FROZEN FOODS GROUP, hereinafter referred to as the "Company," the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION or such of its chartered Local Unions as it may designate, and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, or such of its chartered Local Unions as it may designate, hereinafter jointly referred to as the "Union" for the purposes and interpretations of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, understandings, addenda, and exhibits herein contained, the parties hereto agree to enter into covenants of a Labor Agreement and hereby agree as follows:

ARTICLE 1 - RECOGNITION AND UNION SECURITY

Section 1 - Recognition

The Company hereby recognizes the Union as the sole and exclusive collective bargaining agent for all its production, maintenance, and truck driver employees at the Company plants in Marshall, Macon, and Milan Fab Shop in Missouri; and Batesville, Arkansas excluding research and development employees, office and clerical employees, as well as administrative employees, sales people, guards, watchmen, and supervisors as defined by the National Labor Relations Act.

The recognition of the Union's right to represent defined employees of ConAgra Frozen Foods Group and the imposition of the Master Agreement shall be limited to expansions at any of ConAgra Frozen Foods Group current plant locations. Specifically, it shall not apply to any operations which may subsequently be acquired by ConAgra Frozen Foods Group.

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Section 2 - Transfer of Title

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.

Section 3 - Union Shop

It shall be a condition of employment that all employees of the Company who are members of the Local Union in good standing on the effective date of this Agreement shall be, and remain, members of the Local Union in good standing during the life of this Agreement, and those employees who are not members on the date on which this Agreement becomes effective shall, on the thirty-first (31st) day following the date on which this Agreement becomes effective, become and remain members in good standing in the Local Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement becomes effective shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Local Union.

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Section 3-A - Union Security

Section A ConAgra Frozen Foods Group agrees that, as a condition of employment, each employee shall become and remain a member of one of the Unions in good standing within thirty-one (31) days following the date of his employment.

Section A ConAgra Frozen Foods Group further agrees to recommend to each employee that he become a member of one of the Unions and maintain such membership during the life of this Agreement, to refer each new employee to the Unions, and to recommend to each delinquent member that he pay his dues since he is receiving the benefits of this Agreement.

Section A Subsection (I) above shall become effective thirty (30) days following the date it becomes lawful under the

applicable state and/or federal law.

Section 4 - Check-Off

A. The Company agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees, and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month in which the deduction is made, provided, however, that the Local Union presents to the Company signed authorization from the employees for such deductions. No deduction shall be made which is prohibited by applicable law.

B. **Changes in Amount of Dues/Agency Fees.** The Union shall be privileged to change the amount of monthly dues for agency fees upon thirty- (30) days written notification to the appropriate Plant Human Resources Manager or Plant Manager. Request for changes in the amount of monthly dues or agency

fees must be calculated consistent with the Company's payroll software. Calculations not consistent with Company Software will be mutually corrected by the parties.

C. Active Ballot Club - DRIVE: Upon receipt of a signed and voluntary written authorization requesting it to do so, the Company agrees, once a year, to deduct from the employee's pay and forward to the president of Local Unions or other as designated by the Unions, the amount specified by the employee as a contribution to the Local's Active Ballot Club and the Teamsters DRIVE. It will be the Union's obligation to see to it that such authorization, deductions, and payments do no violate any applicable law.

D. Indemnification of Company. The Union hereby agrees to indemnify and hold the Company harmless from and against any loss, liability, damages, costs, attorney fees, penalties or interest arising out of the Company's compliance with the terms of this Section. ⁶

Section 5 - New Employees

- A. When the Company needs additional employees, it shall give the Local Union equal opportunity with all other sources to provide suitable applicants.
- B. Probationary Periods: A new employee shall work under the provisions of this Agreement but shall be employed only on a trial basis for his first sixty (60) calendar days during which period he may be discharged without recourse. This probationary period may be extended by mutual agreement between the Company and the Union. After such trial period, the employee shall be placed on the seniority list, and his seniority shall date back to the date of hire.
- C. New employees will be introduced to their Union steward by their supervisor not later than the fifth (5th) working day.
- D. The Company will provide one (1) union steward a fifteen (15) minute period at the end of new employee's

orientation to speak to new employees concerning union membership. The steward will suffer no loss of pay for time spent during the regular hours.

Section 6 - Non-Discrimination

A. No Discrimination. The Company and the Union are committed to maintaining a work environment that is free from discrimination. In the administration of this agreement and, in accordance with applicable federal and state law, neither the Company nor the Union will harass or discriminate against any employee because of that employee's race, color, sex, religion, national origin, age, marital status, veterans status, or disability.

B. Complaint Procedure. If the employee feels they have been the subject of discrimination or harassment whether by other employees, supervisors, vendors, customers or other third parties while on Company premises, they should immediately notify their immediate supervisor. If the supervisor is unavailable or if the employee believes

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it would be inappropriate to contact their supervisor, the employee should immediately contact the Human Resources Department. The Company will investigate all such complaints thoroughly and promptly. To the fullest extent practicable, the Company will keep complaints and terms of their resolution confidential. If an investigation confirms that harassment has occurred, the Company will take corrective action, up to and including immediate termination of employment of any employee found to have violated the provisions of this Article. The Company forbids retaliation against anyone who has truthfully reported harassment.

C. Union Responsibilities. The Union acknowledges the Company has a policy that prohibits discrimination or harassment of employees. If any bargaining unit employee notifies the Union of an alleged violation of this Article, the Union will encourage the employee to bring the matter to the attention of the Company in

accordance with the Company's policy. Once a complaint has been presented to the Company, the union will cooperate with the company in its investigation.

Section 7 - Master/Local Addendum Jurisdiction

The Master Agreement shall apply to all plants as specified by Article 1, Section 1, and shall be considered the prevailing document. However, there may be local deviations to the Master Agreement which will be administered on a plant-by-plant basis. Any local provision or modifications for a specific location will be recognized as the governing provision for that location and shall be so specified in the addenda to the Master Agreement. The parties agree that where a need arises to modify the Local Addendum, the National Panel must give approval to reopen negotiations. Thereafter, any understanding reached between the parties will be subject to final approval by the National Panel and minutes issued to all parties concerned. Where there is an agreed upon deviation at a plant location, the local deviation shall control at that location only.

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In all other cases, the Master Agreement shall control. The commitment of maintaining a parity relationship between ConAgra Frozen Foods Group and its defined competition will continue to be pursued. The definition of "parity" shall be defined as: having an equality between competitors, including base rates, negotiated fringes, shift premiums, and time paid but not worked; i.e., vacation, holidays, and guaranteed minimum hours.

Section 8 - Local Union Defined

The term "Local Union" as used herein refers to the specific Local Union which represents the employees in a particular department at the particular plant to which this Agreement and Supplements, if any, are applicable.

Section 9 - Jurisdiction

There shall be no jurisdictional disputes between the Unions which are parties to this Agreement during the term of this Agreement.

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Section 10 - Plant Visits

Representatives of the Union shall be permitted at all times to enter upon the Company's premises to conduct the affairs of the Union. They shall notify the Company of their presence and shall not interfere with the peaceful operation of the Company's business.

Section 11 - Labor/Management Meetings

Each plant location shall have regularly scheduled Labor/Management meetings with the schedule to be determined by each respective location.

ARTICLE 2 - STEWARDS

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

- A. The investigation and presentation of grievances to his Employer or the designated Company representative in

accordance with the provisions of this Agreement;

- B. The collection of dues when authorized by appropriate Union action;
- C. The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such messages and information:
 - 1. have been reduced to writing, or
 - 2. if not reduced to writing are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Company's business.
- D. The Union steward shall be present when employees are disciplined or at any time an employee requests the presence of a steward during an investigatory interview which could potentially lead to discipline. If there

is no steward on duty, an employee is to be used in place of a steward.

Union stewards have no authority to take strike action or any other action interrupting the Company's business, except as authorized by official action of the Union.

The Company recognizes these limitations upon the authority of Union stewards and shall not hold the Union liable for any unauthorized acts. The Company in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Union steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement; except the Union steward may use Article 7 to challenge whether he so took any such unauthorized action.

ARTICLE 3 - LEAVES OF ABSENCE

Section 1 - Granting of Consent

A. All personal leaves of absence without pay of one (1) week or more may be granted for good and sufficient reasons, provided the

employee makes a written request to and has permission granted in writing from the Plant Manager or his designee. Requests must be submitted at least three (3) working days prior to the requested starting date of the leave. In emergency requests for leaves of absence, the Company must be notified within 24 hours of failure to report to work. For personal leaves of absence (without pay), except disability leaves, the Company will notify the Local Union office.

B. Failure to comply with the provisions of this Section shall result in the complete loss of seniority rights and job of the employee involved. Any employee using a leave of absence as a subterfuge shall forfeit his seniority rights and job. An employee shall not accept employment elsewhere when on leave of absence without Company approval. The Company will notify the Local Union office.

Section 2 - Time Off for Union Activities

Employees designated by the Local Union will be granted the necessary time off without loss of seniority rights and without pay to attend a labor convention or serve in any other capacity or other official Union business. In submitting application for such leave in accordance with Section 1, the employee will specify the necessary length of time off. The Local Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of employees affected in order that there will be no disruption of the Company's operation due to the lack of available employees.

Section 3 - Union and Supervisory Leaves

A. When an employee requests a leave of absence for the purpose of accepting employment with the Union or Management, a meeting will be held between the Union and the Company to discuss the employee's rights under this Section of the Agreement. A leave shall be granted for a period not to exceed six (6)

months. No more than six (6) months' leave shall be approved in a twelve (12) month period. Seniority shall accrue during the leave period should the employee return to a job classification covered by this Agreement within the six (6) month period, with such leave time credited as time worked under the various provisions of this Agreement. An employee who fails to return to full-time employment in a job classification covered by this Agreement at the end of six (6) months shall forfeit all seniority and employment shall be terminated. Benefit coverage may be continued during the leave under existing personal leave benefit continuation provisions.

B. The Company shall be under no obligation to an employee on leave of absence except to return him to work in accordance with the provisions of this Section. If an employee returns to work, he will be returned to the classification, work area, and shift he occupied prior to the leave.

Seniority shall accrue during the leave period should the employee return to a job classification covered by this Agreement within the six (6) month period, with such leave time credited as time worked under the various provisions of this Agreement. An employee who fails to return to full-time employment in a job classification covered by this Agreement at the end of six (6) months shall forfeit all seniority and employment shall be terminated. Benefit coverage may be continued during the leave under existing personal leave benefit continuation provisions.

- C. The Company shall be under no obligation to an employee on leave of absence under this Section except to return him to work in accordance with his agreed seniority.

Section 4 - Medical Leaves

- A. If an employee is unable to work because of sickness or non work-related injury, the Company shall

grant such employee a medical leave of absence. The Company, however, may require such an employee to furnish a certificate from a physician verifying the reason for the medical leave of absence. Such physician's statement must state the approximate length of absence from work that the employee requires, not to exceed ninety (90) calendar days. Leave will be extended upon physician's recommendation for ninety (90) calendar day intervals. Employees so required must also submit to the Plant Manager or designee a physician's release statement prior to returning to work. Employees who desire to return to work prior to expiration of an approved leave must notify the Company of their intent no later than 12 noon the previous day. Failure of an employee or a member of his immediate family to promptly furnish such certificate and release shall result in his immediate discharge.

- B. **FMLA Leaves.** An employee may also be entitled to leave under the Family and Medical Leave Act of

1993 (FMLA), for circumstances other than those described in paragraph A above. In order to be eligible for an FMLA leave, the employee must have been employed by the Company for 12 months, and completed 1,250 hours of work during the twelve-(12) month period immediately preceding the commencement of the leave for which they are applying.

Employees who are on an FMLA leave will be required to use up to (5) five days of earned but unused vacation in a calendar year towards their approved FMLA leave.

- C. An employee who is absent from work due to the above for a period of twelve (12) consecutive months shall accumulate no seniority beyond the twelve (12) month period. If the employee returns to work after the twelve (12) month period, his seniority shall resume from the time at which it was stopped, eliminating the period of time he was absent after the twelve (12) month period.

Section 5 - Funeral Leave

Employees shall be paid for three (3) consecutive working days, with the day of the funeral occurring within that time period, for attendance at the funeral of a relative which shall only include, for the purposes of this provision, his spouse, children, mother, father (or previously designated guardian, but not both), mother-in-law, father-in-law, grandparents, sister, brother, sister-in-law, brother-in-law, and grandchildren. The Company may request from an employee proof of attendance at a funeral. If an employee does not attend the funeral, time off may be granted without pay. The intent of funeral pay is to provide for loss of income encountered by an employee when a covered death in the family occurs during a period of time when the employee would have been scheduled to work.

Section 6 - Jury Duty

The Company will pay an employee serving on a jury the difference between fees paid him by public authority for such service and straight time earnings for the time which such service forces him to lose his regularly

scheduled hours of work. The time of such jury service shall be counted as time worked.

ARTICLE 4 - SENIORITY

Section 1 - General

The Company agrees to the principles of seniority.

The provisions of this Master Agreement shall take precedence over any conflicting or inconsistent provisions of any addendum including plant closing, layoff and recall, seniority lists and protests, job bidding, temporary vacancies, loss of seniority, and the various departments processing, utility processing classification, lead classification, maintenance, and casual workers.

The provisions of this Master Agreement shall apply to all plant locations as defined in Article 1, Section 1.

Seniority rights shall prevail as provided for in each plant local addendum within the various departments/work area as specified in each supplemental addendum as part of this Master Agreement.

The seniority of an employee shall be departmental within each department and shall be defined as that period of

employment with the Company occurring after an employee's most recent date of hire.

An employee who is hired at a plant of the Company after having formerly been employed at another plant (there will be no obligation on the part of the Company to rehire such an employee) shall have his length of service protected for the purpose of calculating vacations, pension entitlements, and health and welfare entitlements if he is employed at the new plant within one hundred twenty (120) days of termination from the former plant.

Section 2 - Plant Closing

In the event of a plant closing, the Company will commit to discuss the impact of said closing upon the employees of the affected plant. An employee who has been displaced as a result of a plant closing will be eligible for employment at other ConAgra Frozen Foods Group plants, if they are qualified for vacancy, in preference to other job applicants, if the displaced employee makes application in writing. The displaced employee's length of service will be protected for the purposes of calculating vacations' pension entitlements, and health

and welfare entitlements, if they are employed at the new location within twelve (12) months.

Section 3 - Layoff and Recall (See the applicable local addendum.)

Section 4 - Seniority Lists and Protests

The Company agrees to post lists of employees in order of their department seniority on the various area bulletin boards and to send to the Local Union complete seniority lists within ninety (90) days of the effective date of this Agreement. The Company further agrees to revise such seniority lists each ninety (90) days during the period of this Agreement. The Company and the Union shall establish rules for the determination of the relative seniority of employees hired on the same date.

Controversies regarding seniority shall be processed under the grievance procedure of this Agreement. Each employee shall have the right to protest his seniority as posted only if such seniority date differs from that posted. However, the Company will not be liable for wages, vacation pay, or damages

beyond the protested seniority list posting date.

Section 5 - Job Bidding (See the applicable local addendum.)

Section 6 - Temporary Vacancies (See the applicable local addendum.)

Section 7 - Loss of Seniority

The seniority of an employee shall not be affected because of absence due to illness, injury, pregnancy, approved leave of absence for personal reasons, or layoff, except as herein provided. The seniority of an employee shall be considered broken and all rights forfeited when he:

- (i) voluntarily leaves the services of the Company; or
- (ii) is discharged under the terms of this Agreement; or
- (iii) has not been recalled to work at the end of twenty-four (24) consecutive months of layoff; or

- (iv) fails to report for work or notify the Company and is absent without a reasonable excuse for three (3) consecutive days; or
- (v) works at another job for another employer while on a leave of absence unless mutually agreed upon between the Company and Union; or
- (vi) using a leave of absence as a subterfuge; or
- (vii) has not returned to work at the end of an approved leave of absence; or
- (viii) fails to return to work from layoff within five (5) working days of notification of recall; or
- (ix) retires; or
- (x) has been approved for Retirement Disability or Social Security Permanent Disability.

Section 8 - Processing Department

In the event it becomes necessary to transfer employees out of their work area due to a reduced production schedule, the Company will make every effort to transfer the least senior employee. Transfers resulting from line shutdown or line breakdown during a work day would be exempt from this procedure.

Section 9 - Utility Processor Classification (See the applicable local addendum.)

Section 10 - Lead Classification

Prepare and maintain all required records and reports relating to products and line time, with the exception of the recording and computing of hours worked on employee's timecards or handing out paychecks. Assign employees in accordance with supervisor's instructions. Train and assist employees. Replace employees who are temporarily absent from their work area due to authorized breaks, emergencies, etc. Perform any of the duties within the area for which they are the Lead. Report any situation necessitating the involvement of

the Supervisor as it relates to the operation of the line immediately to the Supervisor. In the absence of the regular Supervisor, the Lead will report to the designated replacement. Leads will not take down names or keep track of time when employees are on emergency relief breaks. Lead employees will not perform supervisory duties (i.e., hire, discipline, layoff/recall, promote, administer grievances) or other functions outside the normal scope of lead-type duties.

Section 11 - Maintenance

A. General and Overtime

1. When an opening exists in the Maintenance Department, a notice of such vacancy will be posted. Any employee who applies for the opening by furnishing a written summary of qualifications will be interviewed prior to the employment of new employees.
2. Employees in the Maintenance Department may submit in advance a written request expressing interest in

future openings in Maintenance on any shift. The Company will allow shift transfers by senior Maintenance employees requesting transfer to another shift, provided they have the skill and ability required to do the work of the vacancy, and personnel with equal skills and ability are available to replace the transferred employee.

3. Employees in the Maintenance Department shall be permitted to move to other departments when proven unable to fulfill their duties in the department.
4. The Company will furnish all tools necessary to employees in the performance of their duties. In accomplishing this, those personal tools now in use will be replaced at Company expense when broken, lost, or stolen.
5. It will not be the intent of this Agreement to require Management to schedule extra or unnecessary Maintenance personnel on an

- overtime basis solely for the purpose of obtaining a lower seniority employee who has the skill or ability required to perform a particular job assignment.
6. It is not the intent of the parties for premium pay work hours to be used for on-the-job training purposes.
 7. Selection for overtime work will be made from those who perform the work on a normal basis during the regular workweek who sign a volunteer list. However, in the event two (2) or more are equally qualified, then the most senior would be offered the work, subject to discipline due to a lack of ability to perform the assigned work. If a dispute arises on "equally qualified," the issue will be referred to the grievance procedure.
 8. The volunteer list will be posted prior to the available overtime work, which indicates:
 - * the work to be performed,
 - * when the work will occur, and

* a request for qualified volunteers.

9. In the event that no qualified volunteers indicate a desire to work, the least senior qualified person from the shift on which the work is being performed, who normally performs the work, will be required to work under the conditions of previously agreed to mandatory overtime.
10. If a non-qualified person signs the volunteer list, the parties agree that they will not be provided the posted overtime work.
11. In the event any arbitration arises out of this section, the arbitrator will be selected from a panel of persons who are skilled in maintenance.

B. Skill Level and Advancement

1. Employees working in maintenance positions perform work in a broad range of skill categories to accomplish the assigned work. As such, they have been and will continue to be classified as General

Maintenance Mechanics. They will continue to be required to perform work across these broad maintenance skill categories.

For pay purposes, employees may advance themselves to higher skill levels within the General Maintenance Mechanic classification. The General Maintenance Mechanic Skill Levels are Entry Level, Grade 1, Master and Master A. See Plant Supplements for their locations' skill level wage information.

2. The initial determination of an employee's skill level will be based on a demonstration of skills against an established set of skill criteria.
3. The Company agrees that each employee in the Grade #1, Master, and Master A shall be reviewed annually for the purpose of evaluating skill level and job performance.
4. Employees in the Entry, Grade 1 and Master skill levels may request, in writing, evaluation for the next higher

level any time after completing a minimum of 180 calendar days in their current skill level. Employees that successfully complete the skill evaluation for the next higher level will receive pay for that higher level commencing from the first full pay period after they have completed the time in grade requirement or the date of request if later. The employee will be ineligible to re-test for advancement for 180 calendar days upon failure to successfully pass their requested evaluation.

5. The basis used to determine the employee's skills and abilities to progress from initial placement level to the next level and on up through the Master A Mechanic Level, will be determined by a skill level evaluation demonstration. The skill level evaluation will be established through "hands on" demonstrations of skills against a set of skill criteria for the next level. This evaluation can be through a combination of observed daily work assignments or during a scheduled demonstration. The skill

demonstration portion of the evaluation will be on a pass/fail basis. It will evaluate the employee's skill and ability to perform the task in a safe manner, within expected time frames and performance levels. The skill evaluation will be against applicable standards such as but not limited to government codes, industry standards, company policies, manufacturer's standards, plant practices, etc. The Plants Maintenance Management will conduct the overall evaluation and is responsible for the employee's final evaluation. However, to expedite the evaluation, the evaluator may elect to accept documented observations from other maintenance supervisors, who are qualified in the applicable subject matter, to aid in deciding on a specific portion of the employee's evaluation. Should a skills evaluation hands on demonstration be needed, a Master A Mechanic familiar with the skill being demonstrated will also observe the demonstration. Any dispute resulting from such evaluation shall be processed in accordance with the

grievance procedure of this Agreement. In the event of any arbitration arising out of such evaluation, the arbitrator will be selected from a panel of persons who are skilled in maintenance.

6. The skill criteria requirements for Entry and Grade 1 levels will focus on skills needed for general Plant wide tasks. Employees seeking Master or Master A skill level, can elect evaluation in any one of the established skill set categories. The employee may select their evaluation in the skill category in which they are the most comfortable. For example, they can request evaluation in the category associated with the type of work to which the employee is frequently assigned or in any one of the other categories as all employees must still perform the broad range of work of a General Maintenance Mechanic. The skill criteria categories are labeled for reference purposes only as Line Maintenance, Millwright/Machine Shop, Electronics,

Power/Electrical,Boiler/Refrigeration and General Factory/Welding Fabrication. These categories are only for determining skill level. They will be upgraded jointly by each location to ensure needed skill levels for that location. Upon joint recommendation from the location, the Master Panel can periodically agree to modify these categories.

7. Employees must perform work proficiently for their skill level or they may be subject to reduction in grade because of lack of demonstrated ability to perform the necessary work. If this occurs, they will accept reduction in skill level until passing the entire evaluation for the higher skill level. The employee may request one (1) reinstatement evaluation within thirty (30) calendar days of reduction in grade. If the employee did not re-qualify for the former skill level, the employee will be considered placed at the lower skill level and must apply for advancement the same as any other employee and in accordance with the

above. Employees may remain in the Entry Level Skill Level for no longer than 180 calendar days. If the person does not re-qualify for Grade #1 or above Section 11, A (3) will apply. Wage amounts will be based on the designated skill level for the time period worked.

C. Superior Skill Recognition

1. Employees who demonstrate achievement of superior skills and ability in any one (1) of the below six (6) "Superior Skill Categories" will be recognized as having attained this superior skill level and will receive a pay "Add-on". Such recognition is in addition to the employee's demonstrated skill level, as described above. Any employee, regardless of his skill level, can earn such recognition by demonstrating his skill and ability against a pre-established skill set. If the employee earns the recognition by successfully passing an evaluation, the recognition continues for 360 calendar days from date of recognition. If the employee

did not pass the evaluation, the employee must wait 180 calendar days before requesting another evaluation, regardless of skill category. The employee must re-qualify annually thereafter to maintain superior skill recognition and pay "Add-on". The employee may seek recognition in the same or different categories and in multiple categories. However, the pay "Add-on" will be limited to recognition for only one current superior skill category. See Plant Supplements for that location's Superior Skill Recognition pay "Add-on" information.

2. The superior skill categories are Electronic, Electrical, PLC, Mechanical, Refrigeration/Boiler and Millwright. These categories are labeled for reference purposes only and their purpose is only for use in determining superior skill levels. They will be upgraded jointly by each location to ensure needed skill levels for that location. Upon joint recommendation from the location,

the Master Panel can periodically agree to modify these categories.

3. The employee must submit a written request for an evaluation to demonstrate attainment of superior skills. Employees that successfully complete the skill evaluation for the next higher level will receive pay for that higher level commencing from the first full pay period after they have completed the time in grade requirement or the date of request if later. The employee will be ineligible to re-test for advancement for 180 calendar days upon failure to successfully pass their requested evaluation. The employee will demonstrate his skills against a pre-established set of skill criteria and the evaluation will be conducted under principles similar to those in Section 11, Paragraph B, (5) and (6), above.
4. Any dispute resulting from such evaluation shall be processed in accordance with the grievance procedure of this Agreement. In the event of any arbitration arising out of

such evaluation, the arbitrator will be selected from a panel of persons who are skilled in maintenance.

D. Training

1. Training will be offered periodically to maintenance employees, to better their skill performance in grade and in exceptional skills criteria by offering programs such as Industrial Maintenance, Industrial Electronics, vendor training, etc.
2. The Company will provide up to four (4) hours of training each week. Company approved training scheduled outside the normal eight (8) hour workday will be paid at straight time.
3. Mandatory training will be required based upon business needs.

Section 12 - Temporary/Casual Workers

The temporary/casual status will be defined and practiced in the future as follows:

- employees to be used for vacation coverage during the months of May, June, July, and August;
- employment for a maximum of ninety (90) calendar days or less, not attaining seniority privileges during or for this period of time;
- subject to layoff or termination at any time without recourse to the Grievance Procedure;
- no entitlement to benefit coverage; i.e., holidays, funeral, health and welfare, pension, etc.;
- union security/check-off procedures would be applicable as defined in the contractual Agreement between the parties;
- would be offered job vacancies before new hires; and
- if permanent employment status would be attained, all contractual provisions would be initiated from that date and carried forward (prior

temporary/casual time would not be counted).

ARTICLE 5 - MAINTENANCE OF STANDARDS

Section 1 - Maintenance of Standards

The Company agrees that all conditions of employment not specified in this Agreement relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest minimum standard in effect prior to the signing of this Agreement. The conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

If the Company shall dispute the existence of any alleged standard, the matter shall be referred directly to Step 2 of the Grievance Procedure and shall be processed through the remaining steps until a decision is reached.

Any standard initiated by the Company subsequent to the effective date of this Agreement over and above those standards required under the provisions of this

Agreement will be required to be maintained thereafter, if such standard is kept in effect for a period of ninety (90) days after its initiation.

Section 2 - Extra Contract Agreements

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

The Company is permitted to make and enforce any reasonable Company rules by mutual agreement with the Union which do not conflict with the provisions of this Agreement. If unable to agree on such rules, they shall be submitted to the Grievance Procedure as established by this Agreement. All such rules shall be posted for a period of six (6) days before becoming effective and the Union shall be furnished a copy of such rules.

ARTICLE 6 - DISCHARGE AND DISCIPLINARY ACTION

Section 1 - Discharge and Disciplinary Action

The Company shall not discharge or suspend an employee without just cause and shall, under normal disciplinary action, give at least two (2) warning notices of the complaint against such employee with a copy given to the employee and Local Union. Warning notices shall have no force or effect after nine (9) months from the date hereof. Copies of warning notices shall be mailed to the Local Union office within seven (7) calendar days from the date the warning notice was issued.

Where a major infraction of normal rules takes place and the safety of employees or proper operations of the plant is at stake, such as drinking of alcoholic beverages while on duty, possession of narcotics on Company property, or engaging in brawls or fights, the Company retains the right to discharge immediately. In such cases, the Union must be notified immediately, but in no event later than twenty-four (24) hours.

Section 2 - Right to Grieve

An employee shall have the right to grieve a warning notice, suspension, or discharge by presenting a grievance in writing to the Company within five (5) working days, excluding Saturday and Sunday, of such warning notice, suspension, or discharge. Such grievance shall be processed under the provisions of the Grievance and Arbitration Procedure set forth in Article 7; provided, however, that a warning notice shall be processed only through Steps 1 and 2 of the Grievance Procedure and thereafter directly to Arbitration if requested by either party.

ARTICLE 7 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 - No Strike/No Lockout

The Union and the Company agree that there shall be no strikes, lockouts, tie-ups, or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement, of any controversy which might arise.

Section 2 - Union Liability

- A. It is further agreed that in all cases of any unauthorized strike, slowdown, walkout, or any unauthorized cessation of work, the Union shall not be liable for damages resulting from such unauthorized acts of its members. The Union shall undertake every reasonable means to induce any such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above.
- B. The Company shall have the right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout, or any other unauthorized cessation of work, and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement, except the employee may use this Article to challenge whether he participated.
- C. It shall not be a violation of this Agreement, and it shall not be cause

for discharge or other disciplinary action, if an employee refuses to go through a legal picket line of a Union.

Section 3 - Grievance Procedure

- A. Should any grievances, disputes, or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly; provided, however, that any grievance shall be presented in writing no later than five (5) working days, excluding Saturday and Sunday, after the infraction. The Union shall reply to the Company's grievance answer within ten (10) days, unless an extension of this time limit is mutually agreed upon. A Union steward and/or employee is to be present during Steps 1 and 2 and may be present at Step 3 of the Grievance Procedure.

**Step 1: Conference between
employee and supervisor
shall be answered within**

three (3) working days.

Step 2: Conference between Local Union Official and Plant Manager or designee will be answered within three (3) working days.

Step 3: Conference between Company representative and Union representative shall be answered within ten (10) calendar days.

Step 4: Conference between designees of the International President and designees of the Company President shall be scheduled each ninety (90) days. Grievances appealed to Panel should be submitted with a joint statement of facts ten (10) days prior to the Panel meeting. Written decisions of these conferences shall be submitted within ten (10) days.

Contract interpretations can only be scheduled at Step 4. Each representative (both Company and Union) at each step of the Grievance Procedure must have authority to settle the grievance.

- B. Discussions of grievances between a Union steward and an employee shall be limited to periods before and after a shift or to rest and lunch periods, emergencies excepted. The steward and employee, when present during his work schedule for Steps 1, 2, and 3 of the Grievance Procedure, will not suffer loss of pay.

Section 4 - Arbitration

- A. Where the parties involved in Step 4 above are unable to agree or come to a decision on the case submitted to them, said case shall, on the request of either party, be submitted to an arbitrator for decision. The Union and the Company shall request the Federal Mediation and Conciliation

Service, U.S. Department of Labor, to submit a list of five (5) arbitrators. The parties shall strike alternately from said list until one (1) name remains. The name remaining on the list shall be chosen to be the official arbitrator. The expense of the arbitrator shall be borne equally by the Union and the Company. The decision of the arbitrator shall be final and binding on both parties to this Agreement.

- B. If either party to this Agreement refuses to abide by a decision of an arbitrator rendered hereunder, such refusal shall be a breach of this Agreement and the other party may then take any legal, or lawful, economic action, and the Union shall have, among other rights, the right to strike.

ARTICLE 8 - MEAL AND REST PERIODS

Section 1 - Meal Periods

The Company agrees to grant each

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employee a minimum of one-half (1/2) hour and a maximum of one (1) hour, without pay, for meals to be taken between the fourth (4th) and sixth (6th) hours of duty. Production schedules permitting, starting times for meal periods will be stabilized as much as feasible.

It is understood that due to unexpected situations that may occur, at various times it may be beneficial to the Company or the employees at individual plant locations to move the meal period ahead prior to the present four (4) hour restriction. Unexpected situations would be product delivery delays, packaging delivery delays, line breakdowns, and USDA/FDA shutdowns. Individual plants may do so from time to time to accommodate the unexpected situations. The Supervisor will notify the steward(s) in the area affected as soon as they are aware of such needed change. It is not the intent nor shall it be the intent of this understanding to set any precedent outside of the intent of the original Master language. Based on this understanding, meal periods may be moved in fifteen (15) minute increments, however, no more than one (1) hour earlier than the present two (2) hour window.

Should a Local Union believe that this

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understanding be deemed pattern type or being abused from its intent, they shall immediately express their concerns to the respective Plant Manager. The Plant Manager shall immediately attempt to resolve this issue. Upon a failure to resolve the issue, the Union shall immediately notify the Panel by written notice expressing the problem. The Panel, through a majority or deadlocked vote, may revoke this understanding and additionally set a time frame of up to one (1) year suspension for each violation for the plant in which the violation occurred.

Section 2 - Rest Periods

The Company agrees that each employee shall be given a fifteen (15) minute paid rest period during the first (1st) half and a fifteen (15) minute paid rest period during the second (2nd) half of his shift each day. Rest periods shall be scheduled as near to the middle of each half of the shift as possible, but in no event earlier than the end of the second (2nd) hour nor later than one (1) hour before the meal period or end of the regular scheduled shift. In the event that the second (2nd) half of work shift extends beyond the

end of the tenth (10th) hour of work, each employee shall be granted an additional fifteen (15) minute rest period. Should the Company experience a line breakdown, product delivery delay, packaging delivery delay, or USDA/FDA shutdown, they may move the rest period up; however, no more than one-half (1/2) hour earlier than the two (2) hour limit described above. Should the Company move the meal period earlier than the four (4) to six (6) hour window period as provided for in Section 1 of this Article the second rest period must be scheduled in the middle of the remaining hours of that portion of the shift.

ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY

Section 1 - Classifications and Rates of Pay

Job classifications and applicable wage rates for each particular facility are itemized in the individual local supplement addendum.

Section 2 - Starting Rates

Each employee hired on or after the ratification date of this Agreement shall be paid in accordance with a new hire wage progression schedule, as outlined in each local supplement addendum.

Section 3 - Shift Differential

In addition to his regular rate, each employee whose shift commences between the hours of 1 P.M. and 7 P.M. (second shift), or whose seniority shift selection is second shift, shall be paid a shift differential of ten cents (10¢) per hour worked [maintenance department employees to receive thirty-five cents (35¢) per hour].

In addition to his regular rate, each employee whose shift commences between the hours of 7 P.M. and 2 A.M. (third shift), or whose seniority shift selection is third shift, shall be paid a shift differential of fifteen cents (15¢) per hour worked [maintenance department employees to receive forty cents (40¢) per hour].

Section 4 - Work by Supervisory Employees

No employee excluded from the bargaining unit of this Agreement shall be used on work of the same nature that is normally performed by employees within the bargaining units, except as herein provided on temporary and necessary assignments to assure continued production:

- A. for the purpose of training and working with employees on a new or different job or operational method change by the Company, or experimental work; or
- B. for the purpose of filling an employee's job temporarily, such instances as failure to report to work (limited to 30 minutes), or for those who had to be relieved due to injury or sickness for the work shift; or
- C. in an emergency; or
- D. for necessary temporary relief for an employee.

Section 5 - Examination of Records

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. Upon written authorization from the concerned employee, who has grieved, and in accordance with lawful practices, Union officials (paid Union Officers and Business Representatives) shall have the right to examine that employee's other records.

Section 6 - Credit Union

ConAgra Frozen Foods Group employees will be eligible to participate in a Company endorsed Credit Union.

Section 7 - Company Stock Purchase Plan

ConAgra Frozen Foods Group employees will be eligible to participate in the Company Stock Purchase Plan.

Section 8 - Electronic Funds Transfer

If the Company makes available an Electronic Funds Transfer (EFT) system,

also referred to as direct payroll deposit, employees as of the date of ratification may participate in such program. However, employees hired after the date of ratification of this Agreement can be required to receive Electronic Funds Transfer, where permitted by law.

Section 9 - Product Purchase

ConAgra Frozen Foods Group employees, and those employees who retire and are eligible for a pension from ConAgra Frozen Foods Group, will be eligible to purchase products every two (2) weeks at each location. The product purchase is intended for use by the employee and his immediate family. All products currently within ConAgra Frozen Foods Group's distribution system will be made available for purchase. As new products are added to ConAgra Frozen Foods Group's distribution system, these will also be made available for purchase.

Section 10 - New Classifications

When new classifications are added, the rates shall be mutually agreed to and

included in the supplements to this Agreement.

ARTICLE 10 - WORKWEEK AND HOURS

Section 1 - General

The Company shall endeavor, but not guarantee, to provide each employee with at least forty (40) hours of work each week, except in those weeks in which a specified holiday occurs.

An employee's normal workweek shall commence on Monday, unless otherwise specified by proper notice to the employee.

Section 2 - Overtime

A. Eight (8) or ten (10) hours shall constitute the normal workday, and forty (40) hours shall constitute the normal workweek. Variations to a "normal" workday or workweek may be discussed and implemented, upon mutual agreement between Company and Union. All hours worked in excess of eight (8) or ten (10) hours, but less than twelve (12) hours, in any

workday, and forty (40) hours in any workweek, shall be compensated for at one and one-half (1 1/2) times the employee's straight time hourly rate. An employee who works more than twelve (12) consecutive hours of work in any workday shall be compensated at two (2) times his straight time hourly rate. The employee shall receive daily or weekly overtime, whichever is greater, but not both.

B. All work performed by an employee during the sixth (6th) day of his workweek shall be compensated for at one and one-half (1 1/2) times his straight time hourly rate, provided the employee has previously worked at least three (3) days during such week and has not previously been absent at any time during such week. Jury Duty, Industrial Injury, Funeral Leave, and Union Leave shall be counted as a workday. All work performed by an employee during his seventh (7th) day of his workweek shall be compensated for at two (2) times his

straight time hourly rate.

Seventh (7th) day overtime will continue to be paid at double time, except for the employee who has been absent during such week, and said employee is currently in the disciplinary process for absenteeism. In this event, the employee will receive straight time pay up to forty (40) hours, and then one and one-half (1 1/2) times his straight time hourly rate for up to forty-eight (48) hours of work. The schedule for Saturday work will be posted twenty-four (24) hours in advance, except in emergency cases.

- C. Overtime in each department shall be offered on the basis of seniority within each classified job and shift; provided, however, that if sufficient employees do not accept the overtime on the above basis, employees in the reverse order of seniority in the classified job and shift shall be required to work.

Non-classified entry level classifications

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will be filled by the most senior employees capable of performing the work required; provided, however, that if sufficient employees do not accept the overtime on the above basis, employees in the reverse order of seniority within their non-classified entry level classifications shall be required to work.

On daily overtime, there shall be no requirement to replace any employee on a line which is to continue in operation past the end of the shift. Employees will be notified of the need to work overtime as early as possible, but in no event later than the start of the employee's last break, except in an emergency.

Section 3 - Payroll Week

The normal payroll week shall commence at 12:01 A.M. Monday and end at 12 Midnight on the following Sunday, unless revised locally. An employee's entire shift of work shall be considered to be in the day or week in which his shift was scheduled to commence. Each employee covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held on an employee. Each employee shall be

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provided with an itemized statement of his earnings and of all deductions made for any purpose. Also, all paycheck deductions, both regular and voluntary, will be taken out of an employee's vacation paycheck.

Section 4 - Daily Report-In

Each employee who reports for work in accordance with his schedule shall be entitled to the following minimum number of hours of work, or pay in lieu thereof, at his straight time hourly rate:

- A. Normal Work Day—seven (7) hours.
- B. Sixth (6th) and Seventh (7th) day of their respective workweeks—four (4) hours.

Section 5 - Call-Back/Call-In

- A. Call-Back: There shall be no split shift at any time. If an employee is called back to work after he has completed his shift and he reports within a period not less than six (6) hours before the start of his next scheduled work shift, he shall be

entitled to six (6) hours' penalty pay at one and one-half (1 1/2) times his straight time hourly rate; or two (2) times his straight time hourly rate if it is his sixth (6th) day of work; or two and one half (2 1/2) times his straight time hourly rate if it is his seventh (7th) day of work.

- B. Call-In: If an employee is called in to work after he has completed his shift and he reports within a period of six (6) hours or less before the start of his next scheduled work shift, he shall be entitled to penalty pay for all hours worked up to the start of his next scheduled work shift at one and one-half (1 1/2) times his straight time hourly rate; or two (2) times his straight time hourly rate if it is his sixth (6th) day of work; or two and one half (2 1/2) times his straight time hourly rate if it is his seventh (7th) day of work.

Section 6

An employee shall be paid overtime or penalty pay, whichever is greater, but not both.

Section 7

Guarantees set forth in this Agreement shall not apply in the event the Company is unable to furnish work by reason of strike flood, fire, storm, or other Acts of God; or any other act completely beyond the control of the Company. Wherever possible, the Company will make every effort to notify those employees prior to the start of their shift.

Section 8 - Temporary Transfers

- A. If an employee is temporarily transferred to a lower-paid classification, he shall be paid at his higher rate for the balance of that shift.
- B. If an employee is temporarily transferred to a higher-paid classification, he shall be paid at the rate of the higher classification for all hours of work performed in the higher classification.

Section 9 - Notice of Layoff

It is the Company's intent to provide employees a timely notice of permanent layoffs. If an employee is to be laid off because of slack business, he shall be given at least two (2) days' notice in writing thereof. This shall not apply in the case of an employee who is to be laid off for seven (7) calendar days or less.

Section 10 - Starting Times

The Company agrees to establish regular starting times for daily operation. In the event of a change in a starting time, the Company agrees to post the following day's schedule no later than the beginning of the scheduled meal period on the current day's shift.

Section 11 - Schedule Change

Employees whose work schedule is other than Monday through Friday will be considered, if they so request it, for transfer to the Monday through Friday work schedule, seniority and qualifications to perform the work permitting.

Section 12 - Time Clocks

A daily record shall be maintained by the Company with the use of adequate time clocks at each plant.

ARTICLE 11 - HOLIDAYS

Section 1 - Holidays:

- A. In any week in which one (1) of the following holidays occur, each employee, except as hereinafter provided, shall receive eight (8) hours' pay at his straight time hourly rate, including any applicable shift differentials, in addition to any other pay earned during such week:

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Day Before Christmas
Independence Day	Christmas Day
Labor Day	Employee's Birthday

- B. The following rules shall govern the receipt of holiday benefits:

- (i) An employee must work the last scheduled workday before and the

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first scheduled workday after a holiday, as well as the holiday itself, if he is scheduled to report for work on those days, unless:

- a. The employee is absent due to proven illness within a fourteen (14) day period of the holiday, which shall be verified by a doctor's excuse.
- b. The employee works any part of the day before or any part of the day after the holiday and is granted written permission by his supervisor to leave his job, or is granted written permission by his supervisor for clocking in late.
- c. The employee is absent to attend the funeral of a member of his family, including spouse, children, mother, father, mother-in-law, father-in-law, grandparents, sister, brother, sister-in-law, brother-in-law, and grandchildren. If an employee is absent to attend a funeral for

other than the above, or is absent for personal reasons, he will not qualify for holiday pay.

- d. The employee has worked in two (2) of the previous four (4) payroll weeks prior to the holiday and is on layoff status or a written leave of absence.
 - e. Any exceptions to the eligibility requirements may be requested by an employee, in advance when possible, for only an extenuating or emergency situation. Such request may only be approved by the Plant Manager or his designee.
- (ii) If an employee quits or is discharged for any reason prior to the holiday, he will not receive holiday pay.
- (iii) If one of the above holidays fall within an employee's vacation, the employee shall have the option of receiving one (1) extra day's vacation with pay or eight

(8) hours' pay at his straight time hourly rate in lieu thereof, provided the employee notifies the Company of his option prior to taking the vacation.

- (iv) Holiday pay will be included with the regular pay for the week in which the holiday occurs, unless the employee has already failed to meet the eligibility requirements. If an employee is paid holiday pay and fails to meet the rules governing the receipt of holiday pay, the overpayment will be deducted from his next check.
- C. An employee's regularly scheduled workday shall not be changed temporarily for the purpose of avoiding holiday pay.
 - D. All scheduled work performed by an employee on a holiday shall be paid for at two (2) times the employee's straight time hourly rate, which shall be in addition to the holiday pay provided in Section 1 (A) of this Article.

- E. The manner in which the Employee Birthday holiday is celebrated will vary on a plant by plant basis. Facility management discretion will determine whether the Employee Birthday holiday will be celebrated for each employee on his particular birthday; or celebrate the Employee Birthday holiday on the Friday of the payroll week in which the employee's birthday actually occurs; or celebrate all plant Employee Birthday holidays by establishing one (1) day during the year in which the plant will be shut down, and such shutdown day will be deemed as a holiday. Each facility management will determine the method of celebrating the birthday holiday and will notify the employees of the method by December 31 of each calendar year.

Utilizing the method of celebrating the Employee Birthday holiday on each employee's birthday: if the birthday falls on Sunday, it will be celebrated on the first succeeding workweek day which is not a holiday. If the birthday falls on a holiday

(other than Sunday), it will be celebrated on the first succeeding workweek day which is not a holiday. If the birthday falls on Saturday, it will be celebrated on the preceding Friday. However, if the employee is scheduled to work on Saturday that is the employee's birthday, he shall have the option of taking off work on such Saturday instead of the preceding Friday, provided the employee notifies the Company of such option in writing no later than Wednesday preceding the Saturday birthday. It shall, additionally, be the responsibility of the employee to be aware of schedule changes for Saturday work. If the birthday holiday falls on a holiday during a vacation period, the employee will receive two (2) extra days of vacation. No employee will be entitled to force his employer to allow the employee to work on the day to be celebrated as the Employee's Birthday holiday, or vice-versa.

Utilizing the method of celebrating the Employee Birthday holiday on the

Friday of the payroll week in which the birthday actually occurs; if Friday is already a holiday, the birthday will be celebrated the first preceding workweek day which is not a holiday. If an employee's birthday falls on a Saturday and he is scheduled to work on Saturday, he shall have the option of taking off work on such Saturday instead of the preceding Friday, provided the employee notifies the Company of such option in writing no later than Wednesday preceding the Saturday birthday. It shall, additionally, be the responsibility of the employee to be aware of schedule changes for Saturday work.

- F. If the Christmas Eve day holiday falls on Sunday, it will be celebrated on the following Tuesday.
- G. Schedule permitting, and except as provided above, holidays that occur on Saturday will be celebrated on the preceding Friday. Holidays that occur on Sunday will be celebrated on the following Monday.

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ARTICLE 12 - VACATIONS

Section 1

For the purpose of vacations only, each employee of the Company shall be considered to have been hired on January 1 of the calendar year in which his employment with the Company began. This shall apply to present and future employees.

Section 2

As of January 1 of each calendar year, each employee of the Company shall be considered to have earned a vacation which he shall take in that calendar year if in the previous calendar year he shall have received at least thirty (30) paychecks (regardless of when the work was performed) from the Company. A maximum of ten (10) Workers' Compensation and five (5) vacation checks may be included in arriving at the required thirty (30) paychecks.

Any employee who shall have received at least thirty (30) paychecks (regardless of when the work was performed) from the Company on a cumulative basis (under

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Section 6 of this Article) shall likewise be considered to have earned a vacation for which he shall be paid in lieu of time off. Workers' Compensation checks shall not be counted under Section 6 of this Article.

Section 3

Any employee hired by the Company on or after January 1 of any calendar year shall for the first calendar year, or fraction thereof, of his employment become entitled to vacation benefits on the basis set forth in this Section. Thereafter, his vacation entitlement will be determined under Section 6 of this Article.

- A. If he shall receive at least thirty (30) paychecks from the Company in the first calendar year of his employment, he shall become entitled to a vacation (time off with pay) in the following calendar year.
- B. If he shall receive fewer than thirty (30) but at least eight (8) paychecks from the Company in the first calendar year of his employment, he shall become entitled to pay in lieu of

time off (subject to the condition stated below)—such pay to be calculated at his regular straight time hourly rate (including any applicable shift differential) for the number of hours determined as follows:

Divide the number of hours of work for which the employee received pay in his first calendar year of employment by fifty-two (52); provided, however, that the employee shall be entitled to receive such pay for such number of hours only if and when the employee is actively employed by the Company on or after March 1 of the calendar year next succeeding the calendar year of his original employment and has not quit or been discharged in the interim.

Section 4

The length of an employee's vacation shall be based on the length of service with the Company calculated from January 1 of the year in which the employee was employed by the Company to January 1 of the year in which the vacation is to be taken.

One (1) week's vacation for one (1) year.

Two (2) weeks' vacation for three (3) years. Three (3) weeks' vacation for eight (8) years. Four (4) weeks' vacation for fifteen (15) years. Five (5) weeks' vacation for twenty-five (25) years.

All vacation checks will be issued separate from regular payroll checks.

The Company shall not have the right to request that one (1) or two (2) week vacations be taken in separate periods; the Company shall, however, have the right to require that four (4) and five (5) week vacations be taken in separate periods—each period not to exceed three (3) weeks. Any request for three (3) consecutive weeks of vacation will be granted only for the months of September through April, provided operating requirements permit.

Eligible employees may take up to (10) days vacation earned, one day at a time, provided (24) hours written notice is given and is subject to supervisory approval. Employees who are on an FMLA leave will be required to use up to (5) five days of earned but unused vacation in a calendar year towards their approved FMLA leave.

Section 5

Except as is provided in Section 3(B) of this Article (covering new employees), each week of vacation benefit shall be compensated for as follows:

- A. For any employee receiving thirty (30) paychecks or more in a calendar year: Divide the number of hours of work including the previous year's vacation hours (excluding vacation lieu hours) which pay was received in that year by fifty-two (52); pay at the employee's current straight time hourly rate (including any applicable shift differentials) will be made for such number of hours but with a minimum of forty (40) hours.
- B. For any employee who shall not receive thirty (30) or more paychecks in any calendar year but who shall as of December 31 of any calendar year have accumulated (as provided in Section 6) thirty (30) or more paychecks: Divide the total number of hours of work for which pay was received in accumulating such

paychecks by fifty-two (52) multiplied by the number of calendar years over which the accumulation has been made. [For example, if the thirty (30) or more paychecks are accumulated over a two (2) calendar year period, the hours worked in accumulating such paychecks would be divided by one hundred four (104).]

Section 6

Any employee (except new employees covered under Section 3) who shall not receive at least thirty (30) paychecks in any calendar year shall be entitled to accumulate paychecks for vacation entitlement until, as of December 31 of any calendar year, such employee shall have accumulated a minimum of thirty (30) paychecks; provided, however, that an employee must receive at least eight (8) paychecks in a calendar year before such paychecks may be used for accumulation purposes. Workers' Compensation checks will not be counted for the purposes of (this) Section 6.

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Section 7

The Company shall have the right to determine the vacation period during which vacations shall be taken by eligible employees. Departmental seniority (actual date of last hire) shall prevail in the choice of vacation periods, subject to the Company's right to reasonably restrict the number of employees in each department who shall be off at any one time.

All requests for vacation during the year must be submitted to the Human Resources office not later than February 1. Requests after that will be scheduled as they are received in accordance with this Section, but without a right to claim any vacation time previously scheduled.

The Company may provide for a one (1) or two (2) week period each year during which time appropriate plant operations shall cease, and employees with sufficient vacation eligibility for that year who are not scheduled to work shall take that time off as paid vacation. Each plant location will determine the shutdown period and will notify employees of the dates for plant shutdown by February 15 of each calendar year.

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Section 8

In addition to as provided in Section 3(B) and 5(B) of this Article, an employee may request pay in lieu of vacation, provided he takes a minimum of one (1) week of actual time. The request must be made at the time vacation requests are turned in. Vacation benefits may not be carried from one calendar year to the next, except under the provisions of Section 5(B).

If any employee is laid off or granted a leave of absence in accordance with the provisions of this Agreement, or after January 1 of any calendar year gives notice of resignation and has qualified for a vacation benefit, then such employee shall be paid an amount equal to such accrued vacation benefit in lieu thereof. No such payment in lieu of vacation, however, shall be made to an employee who is terminated by reason of discharge.

Employees who retire from the Company (immediately eligible to receive an early or normal retirement pension from Banquet Employees/Unions Pension Fund) during the year will receive a pro-rated vacation if they otherwise qualify.

If an employee has at least one (1) year of

service and gives the Company at least one (1) week advance notice of resignation, the employee will be provided pro-rata vacation on the same basis as retirees who receive pro-rata vacation.

Section 9

Checks for vacation pay will be available for eligible employees on their last pay day prior to their vacation, emergency/non-previously scheduled vacations excepted.

Schedule permitting, employees upon written request shall not be required to work the sixth (6th) or seventh (7th) day of the week prior to their vacation. Employees shall not be required to work on what would normally be their sixth (6th) or seventh (7th) workday during the week of their vacation.

ARTICLE 13 - HEALTH & WELFARE AND PENSION

Section 1 - Health & Welfare

A. Group Benefits.

1. During the term of this Agreement, the Company will provide eligible

bargaining unit employees with Group Health & Welfare benefits. The nature and level of benefits to be provided under this program and the claims/dispute resolution procedure will be generally described in the applicable Summary Plan Description(s) (SPD). A copy of the SPD or SPDs will be made available to the Union and to employees.

2. The Company reserves the right to contract with an insurance provider or providers of its choice or to substitute a private plan to provide benefit levels comparable to those that have been agreed to under this Labor Agreement. The method of funding for and the administration of the Health & Welfare benefits covered under this Labor Agreement are the sole responsibility of the Company.
- B. Employees Eligible for Coverage.** Employees shall become eligible for Health & Welfare benefits on the 91st

consecutive calendar day following their date of hire.

- C. Employee Contributions.** Eligible employees and the Company will share the cost of providing medical benefits (includes Rx & dental). Beginning with the effective date of this Agreement, eligible employees shall pay the following amounts toward medical, Rx and dental benefits:

Type of Coverage	Employee Contribution Effective 7/21/03	Employee Contribution Effective 7/19/04	Employee Contribution Effective 7/18/05
Single	\$6.00 per week	\$8.00 per week	\$8.00 per week
Family	\$12.00 per week	\$15.00 per week	\$15.00 per week

Employee contributions will be deducted from the employee's weekly paycheck. If, for any pay period, there are insufficient wages due and payable to the employee to cover the Employee Contribution, the employee must, unless he/she is on an approved FMLA leave, pay directly to the Company, not later than the employee's normal payday, the

amount of the contribution owed by the employee.

- D. Benefit Claims and Disputes.** Benefit claims must be submitted according to the claims procedure for the applicable benefit plan. No dispute over any benefits arising under or relating to this Article shall be submitted for consideration under the grievance and arbitration provisions of this Agreement.

Section 2. Pension

Refer to Summary Plan Description of Pension Booklet.

ARTICLE 14 - HEALTH AND SAFETY

Section 1 - Physical Examinations

Physical or mental examinations shall be promptly complied with by all employees, provided, however, the Company shall pay for all such physical or mental examinations. The Company reserves the right to select its own medical examiner or physician and the Union may, if in its opinion an injustice has

been done an employee, have said employee re-examined at the Union's expense.

If the two (2) physicians disagree, they shall mutually agree on a third physician whose decision shall be final and binding. The expense of the third physician shall be equally divided between the Company and the Union.

Section 2 - First Aid

- A. The Company will provide, during periods of production, an Industrial Health Supervisor who is trained and certified.
- B. Supplies for first aid treatment will be available at all times. Either prior to, or upon completion of, self-treatment of minor injuries, such injury shall be reported to the employee's Supervisor immediately. In the event of abuse or availability of first aid supplies for self-treatment of minor injuries by the employee, this policy will be subject to modification.
- C. CPR/first aid training will be provided on an annual basis for each

plant location, and required training will be on a timely basis to assure re-certification. The method and number of people selected to participate in the training will be determined by local plant management.

Employees who are required to receive training will do so without loss of wages when training is provided on the shift they would normally be expected to work. Should employees be required to be trained at a time other than that which they would normally be at work, they will be paid at straight time wages for hours spent in required training.

Section 3 - Bulletin Boards

A bulletin board will be provided where notices pertaining to official Union business may be posted. Such notices will be approved and posted by the Plant Manager or his designee.

Section 4 - Wearing Apparel

The Company will furnish and launder the following items of wearing apparel, where

the employee is required to wear such items, at no cost to the employee:

Aprons—White Cloth
Shirts
Coveralls
Hair Nets
Pants
Uniforms, Ladies' White
Uniforms, Line Maintenance
Shop Coats—Long; Short
Gloves—Plastic Palm; Full Plastic; Yellow Wool; White Cotton
Aprons—Plastic; Rubber
Paper Caps

The Company will share the cost on a 50-50 basis of freezer suits, freezer boots, and freezer gloves where the employee is required to wear such items.

The Company will arrange to furnish rubber boots at cost to employees where such employees are required to wear boots. On an annual basis, however, the Company will pay the cost of a single pair of approved rubber boots. New hires, however, will, as a condition of employment, continue to be required to furnish their initial pair of approved boots.

The Company will provide one (1) pair of Company approved rubber boots, to be used

for Company purposes, per year for all drivers, if requested. Company provided boots must be returned in order to receive the next pair.

Section 5 - Safety Committee

A joint Labor-Management Safety Committee will be established at each plant. The Committee shall meet once a month. The Union, and employees covered by this Agreement agree to cooperate fully with management in the administration of the Company safety policies. The Company shall pay for safety equipment required by the Company, federal, and/or state regulations. Safety shoes will be furnished at cost to employees.

Section 6 - Doctor Visits

A. Industrial—An employee who is scheduled to work and reports to work and is required to take time off as a result of an industrial injury for treatment at the doctor shall be paid for such time lost from work. The initial visit shall be approved by the plant Industrial Health Supervisor in advance

and may take place at any time after the report of injury is filed.

B. It is specifically understood that an employee who is injured while on duty can be required to provide a certificate from the attending physician, nor shall his seniority be limited.

The Company shall furnish transportation to and from the place of medical treatment when determined necessary by the Industrial Health Supervisor. The employee shall be paid for the balance of the regular shift if unable to return to work.

C. Non-Industrial-Employees who are receiving a doctor's treatment during working hours shall be permitted to take time off without pay on such days subject to the following conditions:

1. The employee makes arrangements with his supervisor on the previous day.
2. The Company shall permit the employee to work prior to and after a

doctor's appointment, provided the employee is physically capable of performing his work after such appointment.

3. In such instances, there shall be no guaranteed minimum number of hours of work.
- D. A spouse, who is also a ConAgra Frozen Foods Group employee, of an injured employee may accompany the injured employee to the hospital and receive pay for the balance of the shift, if the injured employee does not return to work.

Section 7 - Restricted Work Program:

- A. A restricted work program shall exist for designated employees who have incurred work-related injuries which temporarily prevent them from performing the duties of their normal job assignment. Assignments shall be made based not upon seniority, but in line with disability, as determined by the Company physician (where appropriate and not in conflict with

state laws). The Company will make job assignments within the doctor's restrictions. Restricted job assignments shall be made in the following manner:

1. By classification.
2. Supplemental in and out of classification without displacement of employees.
3. Make work.

The Industrial Health Supervisor will monitor the progress of all employees on work restricted jobs. When an employee is placed in the restrictive work program, the employee upon request will be given a copy of the restrictions. A discussion will be held with the employee, the employee's immediate supervisor, and the Industrial Health Supervisor in regard to the work assignment. The Union steward will be advised of the employee's assignment to the restrictive work program no later than the end of that work day, provided the steward is available.

The steward will be updated on the status of the restricted work assignment by the Industrial Health Supervisor upon request.

Employees in the restricted work program will be permitted to work daily overtime (continuation of shift). Sixth (6th) and seventh (7th) day overtime will be awarded based on seniority, work restrictions, and staffing requirements for that day's production.

- B. To provide a fair, consistent method for handling employees who incur work-related injuries and who become unable to ultimately return to their regular, normal job. This program must not only address the employee's occupational injury considerations, but also must recognize the need for maintaining operation efficiency and flexibility.
 - After an employee suffers a work-related injury.
 - The employee will either be working on a restricted duty

assignment or will be on a leave of absence receiving Temporary Total Disability (TTD) payments.

- Once a doctor indicates the injured employee has reached "full healing status"; i.e., "you're as good as you are going to get" as far as recovery is concerned ("permanent and stationary" for California).
- The employee must return to his regular job or contractual bid to a job that is open and is within the employee's medical restrictions.
- If the employee cannot do either of the foregoing, he will be placed on layoff status.
- Once placed on layoff status, the employee will be entitled to:
 - remain on layoff status for up to two (2) years;
 - the employee will receive thirteen (13) weeks of Company-paid group medical insurance and

thirty-nine (39) weeks of employee paid group medical insurance;

- the employee may receive vacation checks by meeting all vacation eligibility requirements;
- while on layoff, the employee will be subject to recall and may be recalled, provided the employee can perform the available job, given his medical/physical limitations.

- Unemployment Compensation (UC) - the Company will not automatically protest, or accept, UC claims from employees involved in this Program. The Company will simply give the UC personnel factual answers to any of their questions and will abide by their decision as to whether the employee receives UC or not.
- If during the two (2) year layoff period an employee presents a medical statement indicating the

employee is able to return to work, the Company will not automatically return him to work. The employee will be evaluated by a medical professional selected by the Company.

In the event of a disagreement, refer to Article 14, Section 1.

C. Restricted Duty Agreement

1. The parties agree that all work-related injuries or illnesses will continue to be recorded by the Industrial Health Supervisor when reported.
2. The parties agree that working conditions or areas should be considered when assigning restricted duty employees to work areas; i.e., do not assign someone on crutches to the wet floor area.
3. The parties agree that restricted duty employees will be assigned work within their restrictions.
4. The parties agree that employees

should be paid for lost time when going to a doctor during the employee's work shift, and they missed work to attend both initial and follow-up doctor visits.

5. The parties agree that for recognized work related injuries or illnesses, the Industrial Health Supervisor should continue to treat these conservatively. During the course of this conservative treatment if the employee requests to be seen by the Company physician, the Company will make such appointment.
6. The parties agree the Industrial Health Supervisor should follow up on restricted duty employees as outlined in the current collective bargaining agreement.
7. The parties agree that communications between the Industrial Health Supervisor, Supervisors, and Stewards would take place as outlined in the current collective bargaining agreement.

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8. The parties agree that restricted duty employees should be allowed to work the same number of hours as the line and/or area they are assigned.

9. The parties agree that restricted duty employees should be allowed to work Saturday or Sunday when the whole plant is scheduled to work.

ARTICLE 15 - MANAGEMENT RIGHTS

The management of the Company's business and the direction of the working forces including the right to: establish job classifications; hire, suspend or discharge for cause; to transfer, promote, or demote; and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company; provided, however, that none of the powers reserved to the Company shall be used for the purposes of discrimination because of an employee's membership in the Union or to abrogate any specific provision of this Agreement.

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ARTICLE 16 - SAVINGS CLAUSE

Section 1 - Validity of Agreement:

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

Section 2 - Renegotiation

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 Company shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article or

section during the period of invalidity or restraint.

ARTICLE 17 - EMERGENCY REOPENING

In the event of war, declaration of emergency, or imposition of economic controls during the life of this Agreement, or the passage of any minimum wage laws which force adjustment of wage rates, either party may reopen the same upon sixty (60) days' written notice and request renegotiation of matters dealing with wages and hours. 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. Failing to reach agreement in the negotiations resulting from any above-mentioned reopening, either party may resort to economic action.

ARTICLE 18 - TERM OF AGREEMENT

Section 1 - Term of Agreement

This Agreement shall be in full force and effect from July 21, 2003, to and including July 16, 2006, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Master Agreement is served by either party upon the other party at least sixty (60) days prior to the date of expiration.

Section 2 - Negotiations

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 notice at least sixty (60) days prior to July 16, 2006, or July 16 of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree thereon.

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Section 3

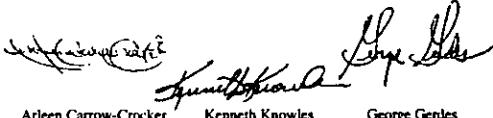
It is further agreed that no provision of this Agreement shall apply retroactively to a person who is not an employee of the Company upon the date of ratification of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Master Agreement to be executed by their duly authorized officials and representatives.

United Food and
Commercial Workers
International Union

ConAgra Frozen
Foods Group

International
Brotherhood
of Teamsters



Arleen Carrow-Crocker

Kenneth Knowles

George Gerdes

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BATESVILLE
Cooking Plant Operations

SUPPLEMENTAL

to the

MASTER AGREEMENT

By and Between

CONAGRA FOODS COMPANY INC DBA
CONAGRA FROZEN FOODS GROUP

and

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

JULY 31, 2003
through JULY 16, 2006



During 1985, 1988, 1991, 1994, 1997, 2001 and 2003 local discussions for the ConAgra Frozen Foods Group, Batesville Cooking Plant Operation representatives of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, representatives of the United Food and Commercial Workers International Union, and members of the ConAgra Frozen Foods Group, Batesville Cooking Plant Operation discussed and successfully resolved local contractual or work practice items. The more major, or significant, items from the 1985, 1988, 1991, 1994, 1997, 2001 and 2003 local discussions which relate to the daily operations of the plant are included in this particular supplement. The entire text of the 1985, 1988, 1991, 1994, 1997, 2001 and 2003 local discussion agreements are retained by both Company and Union local representatives for any future needed reference. But for the purpose of this particular, printed, supplement, only the more major items which more regularly impact the daily operational aspects of the plant have been included.

ARTICLE 3 - LEAVES OF ABSENCE

Section 15 - Funeral Leave: An employee may request in advance, one (1) non-paid day to attend the funeral of his/her aunt, uncle, step-grandparents; and three (3) non-paid days to attend the funeral of his/her stepfather, stepmother, son's wife, or daughter's husband. This time off will not count in assessing days missed for disciplinary purposes.

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ARTICLE 4 - SENIORITY

Section 1 - General: The Company agrees to the principles of seniority as a part of the Master Agreement.

Seniority rights shall prevail on a departmental basis as provided for in this Agreement within the following three (3) departments: Processing, Maintenance, and Plant Truck Driver.

Classifications for each of the above departments shall be referenced in Article 9 of the Master Agreement and shown in the applicable individual local supplements.

The seniority of an employee shall be departmental within each department and shall be defined as that period of employment with the Company occurring after an employee's most recent date of hire.

Processing Department:

Cage Packer Operator
Cook
Employee Services Clerk
Forklift Operator
Freezer Forklift Operator I
Freezer Forklift Operator II
Further Processing Specialist
Lead Production
Lead Sanitor

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Line Server
Mixes
Oil Treatment Operator
Operations Support
Plate Freezer Operator
Poultry Processing Specialist
Processor
Quality Control Technician
Sanitor
Shipping & Receiving Lead/Clerk
Tinny & Rack Washer
Warehouse
Warehouse Freezer

Maintenance Department

Master A Mechanic
Master Mechanic
Grade I
Entry Level Mechanic
Treatment Operator I
Treatment Operator II
Stockroom Clerk
Battery Attendant

Plant Truck Driver Department

City Driver
City Driver Switcher

Section 3 - Layoff and Recall: Layoffs will be made by shift, on the basis of departmental seniority and

classification. The plant operations will be divided into three (3) departments: Processing, Maintenance, and Plant Truck Driver. Departmental lines will not be crossed in effecting forced reductions.

In the event of a layoff of seven (7) work days or less, probationary employees will be laid off before anyone else is affected. Next, the junior employees in the affected tasks and shift will be laid off.

A waiver sheet will be made available for employees in upgrade classifications who do not wish to be assigned outside their work area. This waiver sheet will be honored by seniority. Such waiver sheet will remain effective for a minimum of three (3) months.

Layoffs of eight (8) work days or more, the Company shall observe the principle of departmental seniority, provided the senior person has the ability and skill to perform the available work in an efficient manner. Recall shall be in reverse order of the layoff, provided the recalled employee has the ability and skill to perform the available work in an efficient manner, and in accomplishing the recall, the Company shall retransfer employees who in the process of the layoff have been transferred to different jobs or different shifts. Retransfer rights shall expire after eighteen (18) months from the date of layoff. Retransfer rights shall be applicable only to those employees who remain on the active payroll after being displaced to another shift or occupation during the course of a permanent workforce reduction. Such retransfer rights shall apply

to the occupation the displaced employee held immediately prior to his present occupation. If displaced employees shall elect not to exercise their retransfer rights when the first opportunity exists, they shall forfeit such retransfer rights for future use. Solicitation of retransfer rights shall be done in seniority order.

In the case of an indefinite layoff in any department, the displaced employees may apply for any vacancy for which they are qualified and have the ability to perform in other departments in the plant. Such employees shall be given preference over new hires to fill such vacancy in accordance with their plant seniority. Any such employee who is selected by the Company to fill such a vacancy in another department shall thereafter have their seniority determined for layoff and recall purposes on the basis of the date upon which they filled the vacancy.

Employees on a permanent layoff, whose employment status has changed from that of active employment to that of inactive employment, shall be subject only to recall to an opening after the job bidding process involving active employees has been completed. Recall shall be accomplished in seniority order.

In recalling a laid-off employee, the Company shall attempt to contact and notify such employee by telephone or, failing in that, by certified mail at his last known address. In the event the Company is unable to

contact a laid-off employee, or in the event an employee has been contacted and requested to return to work but fails to do so within five (5) calendar days of such request, all employment rights of such employee may be terminated. Failure of an employee to keep the Company informed at all times of changes in his telephone number and mailing address shall relieve the Company of any responsibility to recall such employee.

Section 5 - Job Bidding: When a permanent vacancy occurs within the Processing Department, a notice of such vacancy shall be posted on or before the fourth (4th) working day following the day the vacancy becomes known to the Company. If vacancy is to be filled, in cases of retirement, or where an employee gives advance notice of their intent to vacate position, a notice of such vacancy may be posted not more than ten (10) days prior to the employee's last scheduled work day. Such notice shall be posted for a period of three (3) working days, and any employee in the department in which the vacancy has occurred desiring to submit a bid for such vacancy must do so in writing within such three (3) day period. The senior employee who bids for such vacancy shall be assigned thereto within ten (10) working days thereafter, provided the successful bidder is capable of performing that job according to the requirements and in comparison to other employees performing the same job and is capable of learning to satisfactorily perform the job.

Selection of employees to fill Lead Quality Control Cook, and Shipping and Receiving Lead Clerk

classifications shall be based on an interview, qualifications and seniority. In the event of equally qualified employees, seniority shall prevail. The same steward, if available, on the shift interviewed shall be present during the interview. Leads will be required to become HACCP certified.

As far as training opportunities for Lead, Quality Control, Cook, and Shipping and Receiving Lead/Clerk positions are concerned, an interest sheet will be passed informing employees of the position and duties. Employees signing the sheet will indicate their interest to train for the position. The most senior employee within the work area signing the interest sheet will be utilized to relieve for vacations, absences, or leaves of absence for training purposes.

1. Selection Process (name):

2. Training:

A. Interest sheets (name):

B. Train only two (2) employees from interest sheets by utilizing them to fill temporary vacancies.

C. If a new senior employee bids into the area, he/she will be able to sign the interest sheet upon request and therefore be trained. However, training will only occur when one of the two employees who have been trained leaves that work area.

D. Training will occur within a ninety (90) day time frame.

E. Only one (1) employee will be trained at a time.

The Company shall furnish a copy of the bid posting and the award to the Union and will indicate on the posting the employee/employees awarded the bid.

In posting vacancies, the location of the vacancy will be shown on the bid sheet only for the jobs identified by asterisks as shown on the wage rate schedule; whenever applicable, or the vacancies will be identified on the bid sheet by department as agreed to by the Union and the Company.

In addition to the other rules governing the bidding of permanent vacancies, the following rules shall apply:

1. When an initial permanent vacancy is filled by a successful bid, replacement bidding will continue until the third entry-level opening exists. The third entry-level opening is subject to bid only by employees from another shift who have not successfully bid in the last six (6) months.

2. A successful bidder shall not be entitled to bid another job for six (6) months, unless his job is eliminated or he has an opportunity to bid on a job with a higher rate of pay or to another shift.

3. No employee shall be permitted to bid until such employee has passed his/her probationary period. If no eligible bidder signs the bid notice, probationary employees who express interest in the job will be considered for such vacancy.
4. The senior employee who is awarded a job bid shall have up to five (5) days to qualify for such opening. After the employee is deemed qualified, a replacement bid will be posted. This five (5) day period may be extended by mutual agreement between the Company and the Union. If the employee has previously held the bid job within the last two (2) years, the five (5) day qualification period does not apply.
5. In the event such employee does not qualify, he/she would return to his/her previous task and shift.
6. The next senior person would be assigned from the original bid sheet and would be given up to five (5) days to qualify.
7. When a successful bidder is awarded a job, then during the trial period elects to return to the previous job, he/she will be restricted from additional bidding for a period of four (4) months from the date the job bid was awarded. Employees shall not be permitted to bid the same job classification for four (4) months. Employees

will be permitted to bid on a job with a higher rate of pay in a different classification.

If the vacancy is not filled under the provisions outlined above, it will be offered to the senior qualified bidder on the same shift.

A permanent vacancy is a vacancy caused by quit, discharge, transfer, promotion, or establishment of a new job. A permanent vacancy shall be further defined as a vacancy which will be posted for job bidding after all active displaced employees who hold retransfer rights to the opening have first been solicited in seniority order.

JOB DISQUALIFICATION

In the event an employee can no longer perform his job, or, when proven unable to fulfill his duties on classified jobs, the following rules shall apply:

1. When the Company recognizes an employee is not performing his job as expected, they will meet with the employee in the presence of a Union Steward to discuss job performance.
2. When proven unable to perform his job, the employee shall be disqualified and will, subject to seniority, qualifications, and ability to perform the job, be privileged to:

A. bump the junior entry-level permanent person on his shift; or

B. bump the junior entry-level permanent person on another shift; or

C. be bid off.

Persons being disqualified will bump junior entry level of same job type, i.e., processor or line service.

3. The employee shall not be permitted to bid that job classification for nine (9) months.

Section 6 - Temporary Vacancy: In case of any temporary vacancy resulting from absences, leaves of absence, vacations, or an emergency, such vacancy will be filled as follows:

1. All persons on permanent jobs will be given the opportunity to sign an interest sheet to be trained on two upgrade jobs within their own work area and shift on a seniority basis. Upgrade jobs are defined as those jobs above entry level rate of pay. To be eligible to sign an interest sheet, the job must be at the same or higher rate of pay than the employee's current position.

2. When such a vacancy occurs in the upgrade classified position, i.e., Dinner Mixer, day shift, the senior trained/qualified person in the day shift dinner area will be assigned.

3. The resulting vacancy, if scheduling warrants, a replacement will be filled by:

A. the least senior available entry-level in that work area; or

B. the least senior available entry-level in another work area.

4. In the event of a job elimination, an employee will be permitted if he/she desires to slot their name, in accordance with their seniority onto the interest sheet for the job classification from which he/she was eliminated. This provision will provide that displaced employee an opportunity to work in his/her old job classification on a temporary vacancy basis.

5. In case such vacancy exceeds fourteen (14) working days, the vacancy shall be filled in accordance with the provisions of Section 5 of this Article, provided, however, that a vacancy occasioned by sickness, vacation, or leave of absence shall not be subject to bid.

Section 7 - Processing Department: In the event it becomes necessary to transfer employees out of their work area due to a reduced production schedule, the Company will make every effort to transfer the least senior employee. Transfers resulting from line shutdown or line breakdown during a work day would

be exempt from this procedure; however such transfers from the line will be accomplished by seniority.

Section 11 - Maintenance

Future vacancies for the Waste Water treatment will be posted as "Maintenance/Treatment Operator" with a Maintenance Entry Level rate of pay. Employees within the Maintenance/Treatment Operator classification must achieve State Level 2 Certification within 18-24 months. Current Treatment Operators will be grandfathered in their current position but may choose to volunteer into the Maintenance/Treatment Operator classification and in doing so would be subject to the same conditions as future employees.

Section 12 - Temporary/Casual Workers

The temporary/casual status will be defined and practiced in the future as follows:

- Temporary/Casual employees working 60 worked days will attain seniority status and become full time employees if permanent employment status would be attained.
- Retirees will be allowed to work as a temporary/casual employee through the Temp Agency at the Company's discretion and exclusive of the 60 day provision.

• Temporary/Casual employees who work any part of a workday shall be considered to have worked one (1) day.

• The union will be furnished a list of Temporary/Casual employees on a weekly basis with the employee's names and the days worked. Retirees working as Temporary/Casual employees would be exempt from the reporting requirement.

• Subject to layoff or termination at any time without recourse to the Grievance Procedure.

• No entitlement to benefit coverage, i.e., holidays, funeral, health and welfare, pension, etc.

• Union security/check-off procedures would be applicable as defined in the contractual Agreement between the parties.

• Would be offered job vacancies before new hires; and

• If permanent employment status would be attained all contractual provisions would be initiated from that date and carried forward (prior temporary/casual time would not be counted).

ARTICLE 8 - MEAL AND REST PERIODS

Section 1 - Meal Period: The Company agrees to grant each employee a minimum of one-half (1/2) hour and a maximum of one (1) hour, without pay, for meals to be taken between the third (3rd) and sixth (6th) hour of duty. Production schedules permitting, starting times for meal periods will be stabilized as much as feasible.

ARTICLE 10 - WORKWEEK AND HOURS

Section 2 - Overtime: Production weekend overtime will be offered on the basis of seniority within the work area and shift for all non-classified entry-level classifications.

Work areas shall be defined as: Fryer, Diner Line, Cut-up, Pucking, Debone, Catch Room, Cooler, and Dock.

Production weekend overtime for upgrade classifications will be offered on the basis of seniority within the classification, work area and shift.

Work on non-production days will be offered on the basis of seniority within the department by classification, skills, and ability to perform the assigned work.

Shipping/Receiving inventory work on non-production days will be restricted to the Shipping/Receiving Work Area.

ARTICLE 11 - HOLIDAYS

Section 1 - Holidays:

(G) Schedule permitting, holidays that occur on a Saturday will be celebrated on the preceding Friday. Holidays that occur on Sunday will be celebrated the following Monday.

For Maintenance and Sanitation employees, holidays that occur on the employee's sixth (6th) day of work will be celebrated on the preceding work day. Holidays that occur on the employee's seventh (7th) day of work will be celebrated on the following work day.

(H) Local discretion will determine, for Maintenance and Sanitation employees only, which day will be observed for holidays that occur on or around weekends; however, Maintenance and Sanitation employees working the same shift with the same days off will observe the same holidays.

ARTICLE 12 - VACATIONS

Section 8: In addition to as provided in Section 3 (B) of this Article, an employee may request pay in lieu of vacation, provided he/she takes a minimum of one (1) week of actual vacation time. The request for pay in lieu of vacation must be made to the Supervisor at least two (2) weeks in advance. Vacation benefits may not be carried from one calendar year to the next, except under the provisions of Section 5 (B).

An employee may request in writing to take one day of vacation with (48) forty eight hours notice. Requests will be honored on a first come, first serve basis by work area. No more than (10) ten days may be used one day at a time.

Section 9: Employees shall not be required to work the sixth (6th) or seventh (7th) day of the week prior to their vacation.

ARTICLE 14 - Health and Safety

Section 4 - Wearing Apparel

The Company shall furnish one pair of prescription safety glasses every two years to those employees who are required to wear safety glasses. The maximum cost allowed will be (\$100) one hundred dollars.

RATE OF PAY ARKANSAS COOKING Effective 7-21-93

Classification	7-21-93	7-19-94	7-18-95
Battery Attendant	\$10.58	\$10.98	\$11.38
Case Packer Operator	\$11.06	\$11.46	\$11.86
City Driver	\$10.66	\$11.06	\$11.46
City Driver Switcher	\$10.71	\$11.31	\$11.51
Cook	\$11.31	\$11.71	\$12.11
Employee Services Clerk	\$10.62	\$11.02	\$11.42

Forklift Operator	\$10.72	\$11.12	\$11.52
Freezer Forklift Operator I	\$10.77	\$11.17	\$11.57
Freezer Forklift Operator II	\$10.82	\$11.22	\$11.62
Further Processing Specialist	\$10.58	\$10.98	\$11.38
Knife Sharpener	\$10.72	\$11.12	\$11.52
Lead Production	\$11.12	\$11.52	\$11.92
Lead Sanitor	\$11.12	\$11.52	\$11.92
Line Service***	\$10.52	\$10.92	\$11.32
Mixer	\$10.62	\$11.02	\$11.42
Mycom Operator	\$10.72	\$11.12	\$11.52
Mycom Trimmer	\$10.58	\$10.98	\$11.38
Oil Treatment Operator	\$10.62	\$11.02	\$11.42
Operations Support	\$10.52	\$10.92	\$11.32
Plate Freezer Operator	\$10.67	\$11.07	\$11.47
Poultry Processing Specialist	\$10.58	\$10.98	\$11.38
Processor***	\$10.52	\$10.92	\$11.32
Quality Control Technician	\$11.07	\$11.47	\$11.87
Sanitor	\$10.62	\$11.02	\$11.42
Shipping & Receiving Lead/Clerk	\$11.07	\$11.47	\$11.87
Stockroom Clerk	\$11.32	\$11.72	\$12.12
Tray & Rack Washer	\$10.62	\$11.02	\$11.42
Treatment Operator I	\$11.59	\$11.99	\$12.39
Treatment Operator II	\$11.34	\$11.74	\$12.14
Warehouse***	\$10.52	\$10.92	\$11.32
Warehouse Freezer	\$10.57	\$10.97	\$11.37

Maintenance Department

Master A Mechanic	\$13.54	\$13.94	\$14.34
Master Mechanic	\$13.24	\$13.64	\$14.04
Oracle I Mechanic	\$12.83	\$13.23	\$13.63
Entry Level Mechanic	\$12.42	\$12.82	\$13.22
Maintenance Treatment Operator	\$12.42	\$12.82	\$13.22

Superior Skill "Add-on" \$1.00:

- * Includes: Circle Saw Operator**
- ** Includes: Custom Machine Operator, Hand Casing, Product Sorter, Linco Line Operator.
- ** Will be defined as entry-level occupations (includes, but not limited to) Channelizers, Placers, Pullers and Palletizers).

**NEW HIRE WAGE RATE AND PROGRESSION
(Excludes General Maintenance Mechanics)****A. NEW HIRE BASE RATE:**

1. For employees hired on or prior to 3-18-01, they shall continue with their current progression and increase amount in accordance with the levels shown in A.(3) and B. below.
2. For employees hired on or after 3-19-01, the Company, in its sole discretion, will establish new hire base rate(s) to respond to market and other conditions in accordance with the following:

The union will be informed of the established new hire base rate at each location at least 10 calendar days before a changed rate becomes effective.

* That rate shall apply to all employees hired after a new rate is established (no individual rates).

* New hire base rate(s) shall not be less than \$3.00/hr. below the entry level wage for this location (i.e. Processor, Line Service, etc., wage level) and may be as high or equal to the entry level wage.

3. For all employees regardless of hire date:

** If the company increases the new hire base rate over the established rate, the same increase amount (up to but not to exceed rate) will be given to all employees in progression. They will continue to receive their next regular progression increase amount at the regular interval up to rate.

** If the company establishes a new hire base rate that is less than the then current level, current employees with the higher wages will not be affected and shall not receive any reduction in wages. They will continue to receive their next regular progression increase at the regular interval up to rate.

B: NEW HIRE PROGRESSION:

Regardless of hire date, "new hires" will continue through progression up to but not to exceed Rate as follows:

New hire base rate.	Effective 6 months* from date of hire; a progression increase in the amount of:	Effective 12 months* from date of hire; an additional progression increase in the amount of:	Effective 18 months* from date of hire:
Current rate unless the Plant establishes a new rate as per Section A above.	\$0.20/hr.	\$0.20/hr.	Rate

Notes

*For employees hired after 3-18-01, a calendar day schedule will be used as follows: 6 months is replaced with 180 calendar days, 12 months is replaced with 360 calendar days and 18 months is replaced with 540 calendar days.

Actual increases will be paid commencing with the first day of the pay period immediately following the above effective date(s).

Example: Hired at \$7.65 + \$0.20 at 180 days = \$7.85 + \$0.20 at 360 days = \$8.05 + difference to Rate at \$40/day.

MACON
—
SUPPLEMENTAL

to the
MASTER AGREEMENT

By and Between

**CONAGRA FOODS COMPANY INC. DBA
CONAGRA FROZEN FOODS GROUP**

and

**UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION
AFL-CIO**

and

**INTERNATIONAL
BROTHERHOOD OF
TEAMSTERS**

**JULY 21, 2003
through JULY 16, 2006**



During 1985, 1988, 1991, 1994, 1997, 2001, and 2003 local discussions for the ConAgra Frozen Foods Group Macon Plant, representatives of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and representatives of the United Food and Commercial Workers International, and members of the ConAgra Frozen Foods Group Macon Management discussed and successfully resolved Local Contractual or work practice items. The more major, or significant items from the 1985, 1988, 1991, 1994, 1997, 2001, and 2003 local discussions which related to the daily operations of the Plant are included in this particular Supplement. The entire text of the 1985, 1988, 1991, 1994, 1997, 2001, and 2003 local discussion agreements are retained by both Company and Union Local Representatives for any future needed reference. But for the purpose of this particular printed Supplement, only the more major items which more regularly impact the daily operational aspects of the Plant have been included.

ARTICLE 3 - LEAVE OF ABSENCE

Section 5: Funeral Leave

An employee may request, in advance, one (1) non-paid day to attend the funeral of his/her aunt, uncle, niece, and nephew (described as the child of the employee's brother or sister) or step-grandparents and three (3) non-paid days to attend the funeral of his/her stepfather, stepmother, son's wife, or daughter's husband. This time off will not count in assessing days missed for disciplinary purposes.

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ARTICLE 4 - SENIORITY

Section 1: General (Departmental Seniority)

The company agrees to the principles of seniority as a part of the Master Agreement. Seniority rights shall prevail on a departmental basis as provided for in this Agreement, within the following four departments: Processing, Maintenance, Plant Truck Drivers, and Sanitation.

Processing Department
Raw Area, Pack Area, Warehouse Area

Sanitation Department

Maintenance Department

Truck Driving Department

Classifications for each of the above departments shall be referenced in Article 9 of the Master Agreement, and shown in the applicable individual local supplements.

Except as otherwise provided herein, the seniority of an employee shall be departmental within each department and shall be defined as that period of employment with the Company occurring after an employee's most recent date of hire.

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For the purposes of permanent vacancies, employees will be allowed to exercise total plant seniority for job bidding purposes, layoff and recall.

Section 3. Layoff and Recall

Layoffs will be made by shifts on the basis of departmental seniority and classification. The plant operations will be divided into four Departments: Processing, Maintenance, Plant, Truck Driving, and Sanitation. Departmental lines will not be crossed in effecting forced reductions.

Section 4. Temporary Layoff

A layoff of seven working days or less will be considered a Temporary Layoff under the provisions of the bargaining agreement.

In the event of a Temporary Layoff, preference sheets will give employees the preference of selecting, in advance, the single plant-wide entry level job classification in which they wish to be placed based upon their seniority, provided they are deemed to be qualified and capable of performing the work. If not able to hold their preferred entry level position then they will displace the junior entry level person in the plant, provided they are deemed qualified and capable of doing the work.

1. All employees must complete a Preference Sheet if they wish to exercise their seniority to bump. If

a Preference Sheet is not completed, employees will be governed by the provision of Item #4 of the Extra Board Agreement:

2. Employees must bump within their classification and area first, or bump within own classification, different area, if unable to hold own area.
3. Bumping will not be allowed between Processing and Sanitation.
4. Preference Sheets will remain in effect for a minimum of thirty days or if employee changes jobs whichever occurs first. If employee does not change Preference Sheet, such sheet will remain in effect indefinitely.
5. Preference Sheets will be applied for scheduling sixth (6th) or seventh (7th) duty work.

In the event of a permanent layoff of seven working days or more in the Processing Department, the following procedure will be utilized by a displaced employee in an effort to retain a job:

1. Exercise against the same classification, same shift, or
2. Exercise against the same classification and area, opposite shift, or
3. Same classification different area, or

4. Exercise against the least senior entry level, based upon the employee's Preference Sheet, on the same shift, or

5. Exercise against the least senior entry level, based upon the employee's Preference Sheet, on the opposite shift, or

6. Move to the Extra Board pursuant to Item #5 of the Extra Board Agreement.

Preference Sheets will give employees the preference of selecting, in advance, the entry level job classification and shift in which they wish to be placed, based upon seniority, in the event of a Permanent Layoff.

1. Every employee will have the opportunity of signing a Permanent Layoff Preference Sheet.

2. Any employee will have the opportunity to change his/her Preference Sheet by reporting to the Human Resources office and executing their desired change.

3. No change to a Preference Sheet will be permitted after a Layoff Notice has been posted in the Plant.
4. If an employee fails to file a permanent Preference Sheet, or is unable to hold an entry level position based upon his preference sheet, such displaced employee will be assigned to the extra board.

The Company shall recall laid-off employees in the reverse order of their layoff, and in accomplishing the recall, shall retransfer employees who, in the process of the layoff, have been transferred to different jobs or different shifts. Retransfer rights shall expire after twelve months from the date of layoff. Retransfer rights shall be applicable only to those employees who remain on the active payroll, after being displaced to another shift, classification, or area during the course of a permanent work force reduction. Such retransfer rights shall apply to the classification, shift, or area the displaced employee held immediately prior to his present classification. If displaced employees shall elect not to exercise their retransfer rights to their shift, classification, and area when the first opportunity exists, they shall forfeit such retransfer rights for future use. Solicitation of retransfer rights shall be done in seniority order.

Employees on a permanent layoff (whose employment status has changed from that of active employment to that of inactive employment) shall be subject, only to recall to an opening after the job bidding process involving active employees has been completed. Recall shall be accomplished in seniority order.

In recalling a laid-off employee, the Company shall attempt to contact and notify such employee by telephone or (ifing that) by certified mail at their last known address. In the event the company is unable to contact a laid-off employee or in the event an employee

has been convicted and requested to return to work but fails to do so within five calendar days of such request, all employment rights of such employee may be terminated. Failure of an employee to keep the Company informed at all times of changes in his telephone number and mailing address shall relieve the Company of any responsibility to recall such employee.

Section 5: Job Bidding

When a permanent vacancy occurs within the Processing Department, a notice of such vacancy shall be posted on or before the second working day following the day the vacancy becomes known to the Company if vacancy is to be filled. Such notice shall be posted for a period of three (3) working days, and any active employee in the department or any employee permanently laid off from such department in which the vacancy has occurred desiring to submit a bid for such vacancy must do so in writing within such three (3) day period. The senior employee who bids for such vacancy shall be assigned within five working days thereafter provided they are able, under the ordinary rules of fitness and capability, to perform the work. Selection of employees to fill "Lead" Classifications, "First Class Cooks", as well as "Quality Control Technicians" and "Inventory Specialists" shall be based on an interview, qualifications and seniority. In the event of equally qualified employees, seniority shall prevail. The same steward, if available, on the shift interviewed shall be present during the interview. The Company shall furnish a copy of the bid position and the

award to the Union and will indicate on the posting the employee(s) awarded the bid. In the event an employee can no longer perform his job or when proven unable to fulfill their duties on classified jobs, the following rules shall apply:

1. When Company recognizes an employee is not performing job as expected, they will meet with employee in the presence of a Union Steward to discuss job performance.
2. When proven unable to perform job, employee shall be disqualified and will be placed on a non-classified Entry Level position on a present shift, provided employee had been assigned to present shift for a period of one year.
3. If employee has been on present shift for a period of less than one year and has been disqualified from job, employee will be returned to a non-classified Entry Level position and shift held immediately prior to bid.
4. Employee shall not be permitted to bid that job classification for nine (9) months.

As far as training opportunities for "Lead", "First Class Cooks", "Quality Control Technicians" and "Inventory Specialists" positions are concerned, an Interest Sheet will be posted informing employees of the position and duties. Employees signing the sheet will indicate their interest to train for the position.

Company will train at least two who have signed the Interest Sheet for each position. If one of the two is removed from the list the next person will be trained. Those signing the Interest Sheet will be obligated to sign bids on future openings on same shift. No such obligation on opposite shift. The most senior employee within the department signing the Interest Sheet will be utilized to relieve for vacations, absences, or leaves of absence for training purposes.

In posting vacancies, the locations of the vacancy will be shown on the bid sheet only for the job identified by interests as shown on the wage rate schedule, wherever applicable, or the vacancies will be identified on the bid sheet by work areas as agreed to by the Union and the Company.

Job postings will continue to be posted indicating the Work Area, Shift and Job Classification. If an employee is interested in hearing an explanation of what the general job duties of a certain classification are, he/she should inquire with the Human Resources Department.

Concerning discharged employees, the Company will continue to post a Permanent Job Vacancy upon the discharge of an employee. If the employee is, for some reason, reinstated to employment and was a classified employee prior to his discharge, he will be returned to that Job Classification upon his reinstatement.

In addition to the other rules governing the bidding of permanent vacancies, the following rules shall apply:

1. When a permanent vacancy is created by a successful lateral or down bid, such resulting vacancy will be filled by posting one replacement bid. The resulting vacancy will be subject to bid only by employees for which the vacancy would constitute an upgrade.
 2. A successful bidder shall not be entitled to bid another job for six months unless their job is eliminated or they have an opportunity to bid on a job with a higher rate of pay. An employee shall be deemed a successful bidder when employee has been assigned to job.
 3. No employee shall be permitted to bid laterally or down until such employee has accumulated at least six months seniority.
 4. A vacancy created by the termination of employment of an employee within the first three months of their employment shall not be subject to a down bid.
 5. When an employee has been disqualified from a job classification, they shall not be permitted to bid that job classification for nine months from date disqualified.
- In the event the vacancy is not filled under the procedure outlined above, the Company will honor transfer requests of the senior extra board employee on that shift capable of performing the work will be

assigned. In the event the extra board has been exhausted on the shift in question, the Company may fill the vacancy by hiring from the outside or by assigning the least senior employee to fill the vacancy.

A permanent vacancy is a vacancy caused by a quit, discharge, transfer, promotion, or establishment of a new job. A permanent vacancy shall be further defined as a vacancy which will be posted for job bidding after all active displaced employees who hold retransfer rights to the opening have first been solicited in seniority order.

Section 6: Temporary Vacancies

In the case of any temporary vacancy resulting from absence or other emergency, the Company will make every effort to make such assignment by using the most senior available, qualified employee for higher paid classifications and the least senior available employee for the equal, paying or lower paid classifications. Employees on the upgrade sheet must stay on the upgrade list for at least three (3) months and accept the upgrade for the duration of the workweek. Company agrees to post the upgrade list monthly and place a note in the bulletin board concerning how to register for the Interest Sheet jobs.

If there is no senior employee on the upgrade sheet, the job will be filled according to the following procedure:

1. Utilize the senior available, qualified employee from the work area who has indicated their interest on the upgrade sheet.

2. If not filled pursuant to Item 1, the senior available, qualified employee from the shift having signed the upgrade sheet will be utilized.

3. In accomplishing this upgrade, qualified Extra Board personnel will be utilized to fill vacancies.

4. In the event the temporary vacancy is not filled pursuant to Item 1, 2, or 3, the junior, available, qualified employee from the work area will be utilized.

If the employee is physically unable to perform the work, employee will be relieved of their responsibility of the upgrade work. In case of temporary vacancies in the Processing Department, the Company may assign a Utility Processor to fill such vacancy for a period not to exceed forty-five (45) days. In case such vacancy exceeds fourteen (14) working days, the vacancy shall be filled in accordance with the provisions of Section 5 of this Article; provided, however, that a vacancy occasioned by sickness, vacation or leave of absence shall not be subject to bid except as otherwise provided below.

With regard to temporary vacancy needs occurring in the Waste Water Treatment Classification, it is agreed management may utilize personnel from the Sanitation Department to fill such vacancies.

Extra Boards

Extra Boards will be utilized subject to the following conditions; one on first shift (including Sanitation); one to take care of second shift and third shift (including Sanitation).

1. (a) Employees affected by layoff will be assigned to the Extra Board on the shift they were laid off from. If there are deemed to be too many on one shift, juniors will be moved to the opposite shift.
1. (b) If the Company decides to hire additional Extra Board Employees, present Extra Board employees will have the option to move to Extra Board vacancies where they exist by seniority.
- 2) Extra Board employees will take all vacancies occasioned by daily absenteeism, vacation, leave of absence, and/or supplementation to the workforce when contacted to do so in seniority order.

Extra Board employees, excluding probationary employees, will indicate which positions they are physically unable to fulfill. The Company retains the right to question these limitations. After the company has exhausted the above methods, the Company will draft the junior Extra Board employee to fill needed vacancies and/or supplementation to the workforce.

(3) Employees on upgrade sheet and Utility Processors shall fill all vacancies prior to utilizing Extra Board.

(4) Employees affected by less than a seven (7) day layoff shall be assigned to the Extra Board on their shift if the employee has filled out Preference Sheet. If the employee has no Preference Sheet filled out, employee will not be recalled until their area and classifications are available.

(5) Employees affected by a permanent lay-off shall be assigned to the Extra Board according to 1.(a).

(6) Extra Board people may bid on any job posting and awarded in so long as they qualify through the job bidding rules.

(7) If job posting has no successful bidder, the senior Extra Board employee who does not have a permanent position on that shift shall be assigned to the bid. Employees on second and third shift Extra Board will be assigned to open bids on second and third shifts. The Extra Board employee who has been forced to take a permanent vacancy will be allowed to bid either internally or down once during the next six (6) months.

(8) No employees will be allowed to bid into the Extra Board.

- 9) If the need occurs to reduce Extra Board on a permanent basis, junior employees currently on Extra Board will be affected.
- 10) The Company will notify employees on Extra Board in the following time frame:
- Employees on first shift Extra Board 2:00 P.M. to 3:00 P.M. for next day work or between 1:30 A.M. and 6:30 A.M. for Sunday work.
- Employees on second and third shift Extra Board 1:00 P.M. to 3:30 P.M. or 7:00 P.M. to 9:30 P.M. for same day work or next day work.
- Employees that are called for instant type vacancies shall have seven hour (7) guarantee if checked in within one and one half hours after notification.
- If the Company attempts to contact the employee during the above mentioned time frames and said employee is not available for reasons of no contact or refusal to work, it will be considered an absence.
- 11) Employees will exercise their Re-transfer Rights to their permanent job classification when the Extra Board has been utilized in that classification for a period of ten (10) working days on a temporary vacancy.
- 12) Permanent employees affected by an indefinite lay off per contract that are in the Extra Board will have Re-transfer Rights as per contract language.
- (13) Extra Board is not to displace regular workforce on each shift.
- Company will establish a third shift Sanitation Extra Board as follows:
- A two (2) person Sanitation Extra Board will be formulated by canvassing the established Extra Boards by seniority, and they must be qualified to do the job. Extra Board can be increased upon agreement between Company and Union.
 - Telephone call times will be from 7 P.M. to 9:30 P.M.
 - Vacancies will be replaced first by the two person Sanitation Extra Board.
 - Regular sanitors will, on a temporary layoff, go into the third shift Extra Board for sanitation only and will be called by their seniority.
 - Second shift Extra Board will take Sanitation vacancies after the above has been exhausted.

Section 8. Processing Department:

In the event it becomes necessary to transfer employees out of their work area and schedule the Company will make every effort to transfer the least senior employee. Transfers resulting from line shutdown or line breakdown during a workday would be exempt from this procedure.

Tractor Switchers:

The Company and Union mutually agreed to allow the Tractor Switchers at Macon to move into the Interplant Truck Driving Group. The Drivers seniority date will be based on the date upon which they move into the Plant Truck Driving Department. The Macon Operation will follow past work practice filling these positions, vacation, absence, and leaves of absence from within the plant. Employees entering the Interplant Truck Driving Group from Macon must meet necessary qualifications.

Section 9: Utility Processor Classification

The classification of Utility Processor shall be filled in such numbers in each plant as determined by the Company and in accordance with Section 5 of this Article.

There shall be no seniority rights within the Utility Processor classification as to work assignments as set forth below.

Employees in the Utility Processor classification will be used to fill vacancies in the Processing Department resulting from absence due to sickness, vacation, leave of absence or other emergency.

The classification of Utility Processor will be used to fill vacancies in the Processing department as currently practiced and will have the ability to exercise total Plant

Seniority (excepting time spent for Plant Truck Driving and Maintenance Department) for weekend overtime, job bidding, layoff and recall.

Section 11. Maintenance

In Maintenance, shift preference shall be bid by seniority. Management agreed with the concept of allowing Maintenance employees to move to shifts that are more desirable for them, but at the same time, the Company must maintain qualified coverage on all shifts for the Plant. The Company mentioned the possibility of using a shift preference request sheet, and encourages any ideas from the Union regarding this issue. It was further recognized that any National Understanding reached on this issue will govern the manner in which shift assignment is handled.

ARTICLE 10: WORK WEEK AND HOURS

Section 2: Overtime

Employee's requests regarding daily overtime that are submitted by Wednesday will be effective the following Monday and be in effect for a minimum of (1) week.

In the application of sixth and seventh day overtime provisions, qualified employees who have signed upgrade sheet will be allowed to upgrade to sixth and seventh day overtime prior to drafting in reverse order of classification.

In the application of the overtime notification provisions of the Master Agreement, it is agreed that in those instances where both break periods are taken in advance of the lunch break period, employees will be notified of the need to work overtime prior to the employee's last break/meal period, which ever is later.

Weekend Extra Board Assignment

1. Extra Board employees can sign up for sixth (6th) and seventh (7th) day voluntary work.
2. Company will utilize qualified upgrades who have signed the weekend work list instead of drafting least senior qualified.
3. If all qualified upgrades that signed volunteer sheets have been used and more people are still needed in classified positions, the least senior classified employee will be drafted to work sixth (6th) or seventh (7th) day.
4. Extra Board employees will be assigned entry level positions on sixth (6th) and (7th) day, and least senior qualified Extra Board employees will be drafted into classified positions for unknown vacancies.
5. If not enough people sign the weekend work list, then Extra Board employees will be drafted in reverse order of seniority for entry level positions.

ARTICLE 14 - HEALTH AND SAFETY

Section 4. Wearing of Apparel

Where employees are required to wear items identified in Article 14, Section 4 of the Labor Agreement, the Company will furnish and launder those items of Wearing Apparel at no cost to the employee.

Sanitors and Maintenance employees have already been issued two (2) pair of uniforms and if management determines that said uniforms are in poor condition, they will be replaced by Management.

The Company stated that they would investigate the quality, usage and cost of gloves used by Sanitors and Handersmen in order to determine and then provide the most reasonable and efficient gloves for authorized employees.

Sanitors will be furnished heavy duty plastic aprons to wear during the performance of their duties if they desire. Also for Sanitors that operate the Form Machine, Protective wet jackets and hats will be available.

Section 5. Safety Committee

Area Safety Meetings will be conducted on a monthly basis.

Section 6: Doctor Visits

The Company stated that the Industrial Health Supervisors (IHSs) would exercise reasonable medical judgment in determining whether or not an employee should be sent to the Doctor subsequent to a work-related injury. Also, the Company stated that two Doctors will be selected in the near future to treat Macon employees with work-related injuries. Once the two Doctors have been selected, employees may select which Doctor they prefer to visit for work-related injuries/treatment.

Section 7: Job Rotation

The company and Union agree to the principles of job rotation and the Company will work employees in their classification as well as rotate employees for ergonomic purposes.

RATE OF PAY			
	7-21-03	7-12-04	7-18-05
Classification:			
City Driver:	\$11.36	\$11.76	\$12.16
Cook:	\$11.47	\$11.87	\$12.27
Forklift-Checker Operator:	\$11.42	\$11.83	\$12.22
Freezer Forklift Operator:	\$11.52	\$11.92	\$12.32
Further Processing Specialist**:	\$11.28	\$11.68	\$12.08
Inventory Specialist:	\$11.52	\$11.92	\$12.32

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Laundry Machine Operator	\$11.27	\$11.67	\$12.07
Lead Cook	\$11.57	\$11.97	\$12.37
Lead Production	\$11.57	\$11.97	\$12.37
Lead Sanitor	\$11.57	\$11.97	\$12.37
Line Server***	\$11.22	\$11.62	\$12.02
Mixer	\$11.39	\$11.79	\$12.19
Processor***	\$11.22	\$11.62	\$12.02
Quality Control Technician	\$11.47	\$11.87	\$12.27
Sanitor	\$11.32	\$11.72	\$12.12
Shipping & Receiving Clerk	\$11.52	\$11.92	\$12.32
Tractor Switcher	\$11.47	\$11.87	\$12.27
Utility Processor	\$11.38	\$11.78	\$12.18
Warehouse***	\$11.22	\$11.62	\$12.02
Treatment Operator	\$11.42	\$11.82	\$12.22
Maintenance Department			
Master Mechanic A	\$14.25	\$14.65	\$15.05
Master Mechanic B	\$13.94	\$14.34	\$14.74
Grind-off Mechanic	\$13.63	\$14.03	\$14.43
Entry Level Mechanic	\$13.12	\$13.52	\$13.92

Superior Skill Add-on \$1.00

** Includes: Box Minker, Carton Former, Carton Machine Operator, Gassing Machine Operator, Hand Custer, Selection Room Operator.

*** Will be defined as entry-level occupations.

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NEW HIRE WAGE RATE AND PROGRESSION
(Excludes General Maintenance Mechanics)

A. NEW HIRE BASE RATE:

1. For employees hired on or prior to 3-18-01, they shall continue with their current progression and increase amount in accordance with the levels shown in A.(3) and B. below.
2. For employees hired on or after 3-19-01, the Company, in its sole discretion, will establish new hire base rate(s) to respond to market and other conditions in accordance with the following:
 - The union will be informed of the established new hire base rate at each location at least 10 calendar days before a changed rate becomes effective.
 - That rate shall apply to all employees hired after a new rate is established (no individual rates).
 - New hire base rate(s) shall not be less than \$3.00/hr. below the entry level wage for that location (i.e. Processor, Line Service, etc., wage level) and may be as high as equal to the entry level wage.
3. For all employees regardless of hire date:
 - If the company increases the new hire base rate

over the established rate, the same increase amount (up to but not to exceed rate) will be given to all employees in progression. They will continue to receive their next regular progression increase amount at the regular interval up to rate.

If the company establishes a new hire base rate that is less than the then current level, current employees with the higher wages will not be affected and shall not receive any reduction in wages. They will continue to receive their next regular progression increase at the regular interval up to rate.

B. NEW HIRE PROGRESSION:

Regardless of hire date, "new hires" will continue through progression up to but not to exceed Rate, as follows:

New hire base rate	Effective 6 months from date of hire, an additional progression increase in the amount of:	Effective 12 months from date of hire, an additional progression increase in the amount of:	Effective 18 months from date of hire:
Current rate under the Plan establishes a new rate as per Section A above	\$0.20/hr.	\$0.20/hr.	Rate

Notes

*For employees hired after 3-18-01, a calendar day schedule will be used as follows: 6 months is replaced with 180 calendar days; 12 months is replaced with 360 calendar days; and 18 months is replaced with 540 calendar days. Actual increases will be paid commencing with the first day of the pay period immediately following the above effective date(s).

Example: Hired at \$7.65 + \$0.20 in 180 days = \$7.85
+ \$0.20 in 360 days = \$8.05; difference to Rate at \$40
days.



**MARSHALL
SUPPLEMENTAL**

to the

Master Agreement

By and Between,

**CONAGRA FOODS COMPANY INC. DBA:
CONAGRA FROZEN FOODS GROUP**

and

**United Food and Commercial Workers
International Union, AFL-CIO**

and

International Brotherhood of Teamsters

July 21, 2003

through July 16, 2006



During the 1985, 1988, 1991, 1994, 1997, 2001, and 2003 local discussions for the ConAgra Frozen Foods Group Marshall Plant, representatives of the International Brotherhood of Teamsters and representatives of the United Food and Commercial Workers International and members of the ConAgra Frozen Foods Group Marshall Management discussed and successfully resolved local contractual or work items from these discussions which relate to the daily operations of the Plant are included in this particular supplement. The entire text of these Local Discussion Agreements are retained by both the Company and Local Representatives for any future needed reference. But for the purpose of this particular printed Supplement, only the more major daily operational aspects of the Plant have been included.

ARTICLE 1 - RECOGNITION AND UNION SECURITY

The Company stated that at least one (1) day "Buddy System" would be provided for on-the-job training needs for employees that are beginning a new job.

Section 5. Probationary Employees:

There will no longer be any restrictions placed upon Management as relates to the assignment and overall Management of Probationary Employees during their sixty "(60)" calendar day Probationary Period. The Company did agree, however, that the Management and

overall utilization of Probationary Employees would not adversely impact any seniority employees.

After a Probationary Employee has completed at least thirty (30) Calendar Days of service, Medical Leave Requests will be considered by Management on a case-by-case basis.

Section 11. Labor/Management Meetings

Labor/Management Meetings will be conducted on a monthly basis per local agreement. Copies of minutes will be posted in the plant.

ARTICLE 3 - LEAVES OF ABSENCE

Section 5. Funeral Leave

An employee may request, in advance, one (1) non-paid day to attend the funeral of his/her aunt, uncle or step-grandparents and three (3) non-paid days to attend the funeral of his/her stepfather, stepmother, son's wife, or daughter's husband. This time off will not count in assessing days missed for disciplinary purposes.

ARTICLE 4 - SENIORITY

Section 1. General (Departmental Seniority)

The company agrees to the principles of seniority as a part of the Master Agreement.

Seniority rights shall prevail on a departmental basis as provided for in this Agreement within the following five (5) departments. There will be five (5) basic seniority Departments, with the fifth (5th) Department (Production) being divided into seven (8) distinct work areas:

1. Warehouse (includes Tractor Switcher and City Drivers)

work area - Dry Warehouse

work area - Shipping and Receiving

2. Boiler/Refrigeration

3. Sanitation

4. Maintenance

5. Production

work area - Pie

work area - Defrost

work area - Fry

work area - Dinner

work area - Bag

work area - Quality Control

work area - Warehouse Defrost

work area - Snacks

Quality control (Q.C.) personnel would be interspersed throughout the eight (8) work areas in

accordance with how many Management deems necessary.

Also, support area (i.e.: Slicing, Dicing, Cheese Grating, Defrost, Cook Rooms, and Shrink Wrap) would all be assigned to the Dinner work area.

Also, Forming and Pack will be part of the fry work area.

Classification for each of the above departments shall be referenced in Article 9 of the Master Agreement and shown in the applicable individual local supplements.

The seniority of an employee shall be departmental within each department, except as otherwise provided within this addendum, and shall be defined as that period of employment with the Company occurring after an employee's most recent date of hire.

Section 3. Layoff and Recall

Layoffs will be made by shifts on the basis of departmental seniority and classification. The plant operations will be divided into five (5) departments:

Warehouse, Boiler/Refrigeration, Sanitation, Maintenance and Production

For a layoff of up to seven (7) calendar days, constituting a Temporary Layoff, an employee in this situation will, provided they are deemed to be qualified

and capable of performing the work required.

1. Displace the least senior employee in their classification within their Department (for Production Department employees will move against the least senior employee in their classification in their work area).
2. The displaced employee(s) from the Production Department work area (above) will be sent to any other work area(s) if additional help is needed.
3. Employees may be sent home on Temporary Layoff if no work is provided.
4. For Layoff purposes only, employees may request to be scheduled into entry level classification in other production areas of the plant, if additional help is needed, by submitting a written request to the plant Human Resources Office. Such requests will remain in effect for a minimum of three (3) months.

For a layoff of more than seven (7) calendar days, constituting a Permanent Layoff, an employee in this situation will:

1. Displace the least senior employee in their classification in their department (for Production Department employee displacement is against the least senior within classification in the work area).

2. The displaced employee(s) above will have the opportunity to displace the least senior in their classification on their shift in their Department.
3. If applicable, the next movement in that Department is against either:
 - a. the least senior in that occupation plant-wide; or
 - b. the least senior Entry Level on that shift.
4. Then the employee may exercise his seniority against the least senior Entry Level job in the Department.

The Company shall recall laid-off employees in the reverse order of their layoff, and in accomplishing the recall, shall re-transfer employees who, in the process of the layoff, have been transferred to different jobs or different shifts. Re-transfer rights shall expire after twelve (12) months from the date of layoff. Re-transfer rights shall be applicable only to those employees who remain on the active payroll after being displaced to another shift or occupation during the course of a permanent work force reduction. Such re-transfer rights shall apply to the occupation the displaced employee held immediately prior to his present occupation.

If displaced employees shall elect not to exercise their re-transfer rights when the first opportunity exists, they shall forfeit such re-transfer rights for future use. Solicitation of re-transfer rights shall be done in seniority order.

Employees, on a permanent layoff, whose employment status has changed from that of active employment to that of inactive employment, shall be subject only to recall to an opening after the job bidding process involving active employees has been completed. Recall shall be accomplished in seniority order.

In recalling a laid-off employee, the Company shall attempt to contact and notify such employee by telephone or mailing him by certified mail at his last known address. In the event the Company is unable to contact a laid-off employee or in the event an employee has been contacted and requested to return to work but fails to do so within five (5) calendar days of such request, all employment rights of such employee may be terminated. Failure of an employee to keep the Company informed of all times of changes in his telephone number and mailing address shall relieve the Company of any responsibility to recall such employee.

Section 5. Job Bidding

When a permanent vacancy occurs within the Production Department, a notice of such vacancy shall be posted on or before the second working day following the day the vacancy becomes known to the Company if vacancy is to be filled. Such notice shall be posted for a period of three (3) working days, and any employee in the department in which the vacancy has occurred desiring to submit a bid for such vacancy must do so in writing within such three (3) day period. The

senior employee who bids for such vacancy shall be assigned thereto within five (5) working days thereafter provided he is able, under the ordinary rules of fitness and capability, to perform the work. Selection of employees to fill "Lead" classifications, as well as "Quality Control Technicians" shall be based on an interview, qualifications and seniority. In the event of equally qualified employees, seniority shall prevail. The senior steward, if available, on the shift interviewed shall be present during the interview. As far as training opportunities for "Lead" and "Quality Control Technician" positions are concerned, an Interest sheet will be posted informing employees of the position and duties. Those employees signing the Interest Sheet and being selected as a "Trainee" will be obligated to sign future bids in Lead or Quality Control. Such obligation will not apply to those openings on employees opposite shift. The Company shall furnish a copy of the bid pooling and the award to the Union and will indicate on the posting the employee(s) awarded the bid.

When there is an opening for a Shipping/Receiving Clerk, a notice of such vacancy will be posted. Any employee who applies for the opening by furnishing a written summary of qualifications, and meets the minimum requirements, will be interviewed prior to hiring from the street.

In the event an employee can no longer perform his job or when proven unable to fulfill his duties on classified jobs, the following rules shall apply:

1. When Company recognizes an employee is not performing job as expected, they will meet with the employee in the presence of Union Steward to discuss job performance.
2. When proved unable to perform job, employee shall receive at two written warnings for job performance prior to disqualification. Individual who is disqualified will be placed on a non-classified Entry Level position on a present shift provided employee had been assigned to present shift for a period of one (1) year.
3. If employee has been on present shift for a period of less than one (1) year and has been disqualified from job, employee will be returned to a non-classified Entry Level position and shift held immediately prior to bid.
4. Employee shall not be permitted to bid that job classification for nine (9) months.

As far as training opportunities for "Lead" and "Quality Control" positions are concerned, an Interest Sheet will be posted informing employees of the position and duties. Employees signing the sheet will indicate their interest to train for the position. The most senior employee within the department signing the Interest Sheet will be utilized to relieve for vacations, absences or leaves of absence for training purposes.

Vacancies will be identified on the bid sheet by work areas as agreed to by the Union and the Company.

In addition to the other rules governing the bidding of permanent vacancies the following rules shall apply:

1. When a permanent vacancy is created by a successful lateral or down bid, such resulting vacancy will be filled by posting one (1) replacement bid. The resulting vacancy will be subject to bid only by employees for which the vacancy would constitute an upgrade.
2. A successful bidder shall not be entitled to bid another job for six (6) months unless his job is eliminated or he has an opportunity to bid a job with higher rate of pay. An employee shall be deemed a successful bidder when employee has been assigned to the job.
3. No employee shall be permitted to bid laterally or down until such employee has accumulated at least six (6) months seniority.
4. A vacancy created by the termination of an employee within the first three (3) months of his employment shall not be subject to a down bid.
5. When an employee has been disqualified from a job classification he shall not be permitted to bid that job classification for nine (9) months from date disqualified.

6. PROCESS FOR FILLING BIDDABLE JOB VACANCIES (PROCESS APPLICABLE WITHIN EACH DEPARTMENT AS STATED):

- a. Honor Re-transfer Rights which will continue to be identified by classifications and shift.
- b. Successful Job bidder (continued existing eligibility provisions).
- c. Honor high senior ineligible bidder (defined as the employee beyond probation but less than six (6) months of service).
- d. Draft the least senior Entry Level employee on the same shift where the vacancy exists.
- e. Honor Department Requests prior to hiring from the street.

7. PROCESS FOR FILLING NON-BIDDABLE JOB VACANCIES (PROCESS APPLICABLE WITHIN EACH DEPARTMENT AS STATED):

- a. Non-biddable job vacancy is defined as the second Entry Level job opening.
- b. This vacancy will be filled by either:
 - drafting the junior entry level employee on the shift in which the vacancy exists; or
 - honoring the most senior shift request; or
 - hiring from the street.

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c. Shift requests will be honored in seniority order and will not be considered a bid, as such, for future bidding eligibility.

d. Honor Department Requests prior to hiring from the street.

e. The Company agreed that for promotional opportunities (up bids) employees in the future may bid to other departments (except Maintenance and Boiler Refrigeration) and carry their seniority with them. The Company will also permit a Lateral or Down Bid once every twelve (12) months between seniority departments (except Maintenance and Boiler Refrigeration) and carry their seniority with them.

f. The Company agrees to extend inter-departmental bidding rights between warehouse, simulation and production departments.

A permanent vacancy is a vacancy caused by a quit, discharge, transfer, promotion, or establishment of a new job. A permanent vacancy shall be further defined as a vacancy which will be posted for job bidding after all active, displaced employees who had re-transfer rights to the opening have first been solicited in seniority order.

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Section 6. Temporary Vacancies

In case of any temporary vacancy resulting from absence or other emergency, the Company will make every effort to make such assignment by using the most senior available qualified employee for higher paid classifications and the least senior available employee for the equal paying or lower paid classifications. In case of temporary vacancies in the Processing Department, the Company may assign a Utility Processor to fill such vacancy for a period not to exceed forty-five (45) days. In case such vacancy exceeds fourteen (14) working days, the vacancy shall be filled in accordance with the provisions of Section 3 of this Article; provided, however, that a vacancy occasioned by sickness, vacation, or leave of absence shall not be subject to bid.

Senior employees on the upgrade sheet must accept the upgrade. The Upgrade sheet will be posted at the beginning of each month and posted for one (1) week. It will be updated and a new list will be provided on Tuesday of the following week.

Section 8. Production Department

In the event it becomes necessary to transfer employees out of their work area due to a reduced production schedule, the Company will make every effort to transfer the least senior employee by classification. Transfers resulting from line shutdown

or line breakdown during a work day would be exempt from this procedure.

Section 9. Utility Processor Classification

The classification of Utility Processor shall be filled in such numbers at each plant as shall be determined by the Company and in accordance with Section 5 of this Article.

There shall be no seniority rights within the Utility Processor classification as to work assignments as set forth below.

Employees in the Utility Processor classification will be used to fill vacancies in the Processing Department resulting from absence due to sickness, vacation, leave of absence, or other emergency.

Utility Processors will be permitted to volunteer to work Entry Level positions or classified jobs on an overtime basis if they are doing that classified job on that particular day, rather than Management having to draft other employees for this work.

Section 11. Maintenance

C. Superior Skill Recognition

Employees who demonstrate achievement of superior skills and ability in any one (1) of the below six (6) "Superior Skill Categories" will be

recognized as having attained this superior skill level and will receive a pay "Add-on". Such recognition is in addition to the employee's demonstrated skill level as described above. Any employee, regardless of his skill level, can earn such recognition by demonstrating his skill and ability against a pre-established skill set. If the employee earns the recognition by successfully passing an evaluation, the recognition continues for (3) three years from date of recognition unless criteria or technology in the plant changes. If the employee did not pass the evaluation, the employee must wait 180 calendar days before requesting another evaluation, regardless of skill category. The employee must re-qualify annually thereafter to maintain superior skill recognition and pay "Add-on". The employee may seek recognition in the same or different categories and in multiple categories. However, the pay "Add-on" will be limited to recognition for only one current superior skill category. See Plant Supplements for that location's Superior Skill Recognition pay "Add-on" information.

2. The superior skill categories are: Electronic, Electrical, PLC, Mechanical, Refrigeration/Boiler and Millwright. These categories are labeled for reference purposes only and their purpose is only for use in determining superior skill levels. They will be upgraded jointly by each location to ensure needed skill levels for that location. Upon joint recommendation from the location, the Master

Panel can periodically agree to modify these categories.

3. The employee must submit a written request for an evaluation to demonstrate attainment of superior skills. Employees that successfully complete the skill evaluation for the next higher level will receive pay for that higher level commencing from the first full pay period after they have completed the time in grade requirement or the date of request if later. The employee will be ineligible to re-test for advancement for 180 calendar days upon failure to successfully pass their requested evaluation. The employee will demonstrate his skills against a pre-established set of skill criteria and the evaluation will be conducted under principles similar to those in Section II, Paragraph B: (5) and (6), above.
4. Any dispute resulting from such evaluation shall be processed in accordance with the grievance procedure of this Agreement. In the event of any arbitration arising out of such evaluation, the arbitrator will be selected from a panel of persons who are skilled in maintenance.

Section 13. Use and Assignment of Employees "Job Rotation"

The Company and Union agree to the principles of job rotation and the company will work employees in

their skill areas as well as point employees for ergonomic purposes.

Further Processor Operator

As related to Further Processor Operator, the Company stated they would bid the classification and the least senior within the classification would be given the relief job.

Plate Freezer Operator

As relates to Plate Freezer Operators, the Company stated they would bid the classification (Plate Freezer Operator), with the understanding the least senior (Plate Freezer Operator) will become the Relief Person.

ARTICLE 6 DISCHARGE AND DISCIPLINARY ACTION

The Company agreed that a Union Steward would be involved by Management for any meetings with employees concerning job performance problems, or an investigatory interview which could potentially lead to discipline.

ARTICLE 10 WORKWEEK AND HOURS

Section 1. 10 Work Week

Normal Workweek: Will include four (4) ten (10) hour days as standard workweek.

Monday - Thursday

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Daily Report-in pay: The report-in will be eight (8) hours on days constituting normal work days and four (4) hours for work on the 5th, 6th, and 7th days of the workweek.

Premium pay: All hours worked in excess of forty (40) in a normal workweek will be compensated at 1 1/2 times the normal straight time hourly rate. All hours worked in excess of ten (10) hours, but less than twelve (12) hours in any workday shall be compensated for at 1 1/2 times the employee's straight time hourly rate. An employee who works more than twelve (12) consecutive hours of work in any workday shall be compensated at two (2) times his straight hourly rate.

- Providing the employee has worked all hours available to him, work performed on the 5th (1st scheduled day off) and 6th (2nd scheduled day off) will be at the 1 1/2 times normal straight hourly rate.

- All work performed on the 7th day (3rd scheduled day off) will be paid at two (2) times the normal straight hourly rate.

Holiday pay: Payment will be made on a normal ten (10) hour workweek basis if holiday should fall within their scheduled workweek. If holiday should fall on other than normal workweek, payment will be made on eight (8) hour basis. Schedule permitting, holidays that occur on a Friday or Saturday will be celebrated on the preceding Thursday.

Funeral Pay: Payment will be made on a normal ten (10) hour work basis.

Paychecks Delivered on Thursday

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Section 2. Overtime

No change to how daily overtime is administered. Weekend overtime will be offered to the employees within the classification of the Department. (Production Department will be staffed by classification within work areas). High senior employees will be solicited in seniority order for overtime opportunities. In the event there is not enough volunteers, employees will be drafted in the reverse order of their seniority by classification within the Department (for Production employees this is within the work area). Prior to drafting of Entry Level employees displaced classified employees from the Department will be solicited in seniority order for the Entry Level work (for Production employees this is again within the work area).

The Company and Union agreed that the Warehouse Overtime Agreement, created in February, 1986, has worked to an efficient manner and will be incorporated into the Marshall Supplement on a permanent basis.

The Company and Union have agreed to administer end of shift work duties in the Warehouse department in accordance with the following understanding:

If, on the 1st Shift, the Company is aware by 2:00 p.m. of a needed Overtime work situation expected to be more than thirty (30) minutes in duration, the proper employee(s) will be solicited by seniority in order to accommodate the Overtime work situation.

If less than thirty (30) minutes of work is needed at the end of a shift to finish out a task or assignment, the employee performing such work during the shift will be permitted to finish out such a task or assignment.

The above understanding will also apply to a second (2nd) or third (3rd) Shift situation, using a time which corresponds to the same cut-off point as 2:00 p.m. on first (1st) Shift.

Section 4. Daily Report-In

Each employee who reports for work in accordance with this schedule shall be entitled to the following minimum number of hours of work or pay in lieu thereof, at his straight time hourly rate:

- a. Normal Work Day - seven (7) hours
Sanitation Department (individuals hired on or after September 12, 1994) six (6) hours
- b. Sixth (6th) and seventh (7th) day of their respective workweeks - four (4) hours

Section 10. Starting Times

For the Sanitation Area and the Dock Area Management indicated that the most senior employee within the area may select a more preferable starting time within the shift should a vacancy occur prior to bringing a new employee into the Work Area.

ARTICLE 14: HEALTH & SAFETY

Section 2: First Aid

The Company stated that when L.P.N.'s are available, they will be utilized to fill-in for absent Industrial Health Supervisors.

Section 4: Wearing Apparel

In recognition of the need for certain individuals in Boiler/Refrigeration to have appropriate protection while working in the freezer areas, the Company indicated a willingness to provide insulated coveralls and/or insulated bib and coat if it's choosing to the affected employees. The coveralls and/or insulated bib and coat will be provided at 100% every 2 years from date of issue, provided the used coveralls and/or insulated bib and coat are returned at the same time or upon termination of employment. If not returned, the value of the apparel will be deducted from the employee's last pay check.

The Company agreed to purchase freezer suits for employees required to wear such items at 100% every 2 years from date of issue, provided the used apparel is returned at the same time or upon termination of employment. If not returned, the value of the apparel will be deducted from the employee's last pay check.

The Company agrees to reimburse up to a maximum of \$100 to purchase OSHA approved prescription

Safety Frames and Lenses once a year for those maintenance employees required to wear prescription glasses.

Section 5: Safety Committee

Safety Committee Meetings will be held once a month. A notice of the Meeting date will be sent out by the Industrial Health Supervisor. One (1) steward per Union on each shift will be invited to Safety Committee Meetings and such stewards will serve on such committees for up to six (6) months, with rotation of stewards to follow. Minutes of the Meetings will be sent to the Union Business Agents, a status update of safety items will be included in the Minutes. Copies of the Safety Minutes will be made available through the Health Services Department. Response to repair safety related items in the Plant will be done as quickly as possible.

RATES OF PAY

Classification	7-21-03	7-19-04	7-18-05
Lead Mixer	\$11.57	\$11.97	\$12.37
Lead Splice	\$11.57	\$11.97	\$12.37
Lead Simulator	\$11.82	\$12.22	\$12.62
Lead Production	\$11.57	\$11.97	\$12.37
Shipping & Receiving Clerk	\$11.52	\$11.92	\$12.32
Freezer Forklift Operator I	\$11.52	\$11.92	\$12.32

Quality Control Technician	\$11.52	\$11.92	\$12.32
Tractor Switcher	\$11.48	\$11.88	\$12.28
Cook	\$11.38	\$11.78	\$12.18
City Driver	\$11.38	\$11.78	\$12.18
Plate Freezer Operator	\$11.38	\$11.78	\$12.18
Utility Processor	\$11.38	\$11.78	\$12.18
Mixer	\$11.38	\$11.78	\$12.18
Sanitor	\$11.32	\$11.72	\$12.12
Further Processing Specialist	\$11.32	\$11.72	\$12.12
Line Processor Specialist	\$11.32	\$11.72	\$12.12
Laundry Machine Operator	\$11.32	\$11.72	\$12.12
Line Servicer**	\$11.22	\$11.62	\$12.02
Dishwasher Processor Processor*	\$11.22	\$11.62	\$12.02
	\$11.22	\$11.62	\$12.02

MAINTENANCE DEPARTMENT

Classification	7-21-03	7-19-04	7-18-05
Master A Mechanic	\$14.24	\$14.64	\$15.04
Master Mechanic	\$13.94	\$14.34	\$14.74
Grade I Mechanic	\$13.53	\$13.93	\$14.33
Entry Level Mechanic	\$13.12	\$13.52	\$13.92

Superior Skill "Add-on" \$1.00

NEW HIRE WAGE RATE AND PROGRESSION (Excludes General Maintenance Mechanics)

A. NEW HIRE BASE RATE:

1. For employees hired on or prior to 3-18-01, they shall continue with their current progression and increase amount in accordance with the levels shown in A.(3) and B. below.
2. For employees hired on or after 3-19-01, the Company, in its sole discretion, will establish new hire base rate(s) to respond to market and other conditions in accordance with the following:
3. The union will be informed of the established new hire base rate at each location at least 10 calendar days before a changed rate becomes effective.

* This rate shall apply to all employees hired after a new rate is established (no individual rates).

** New hire base rate(s) shall not be less than \$3.00/hr. below the entry level wage for this location (i.e. Processor, Line Service, etc., wage level); and maybe as high or equal to the entry level wage.

3. For all employees regardless of hire date.

* If the company increases the new hire base rate

over the established rate, the same increase amount (up to but not to exceed rate) will be given to all employees in progression. They will continue to receive their next regular progression increase amount at the regular interval up to rate.

* If the company establishes a new hire base rate that is less than the then current level, current employees with the higher wages will not be affected and shall not receive any reduction in wages. They will continue to receive their next regular progression increase at the regular interval up to rate.

B. NEW HIRE PROGRESSION

Regardless of hire date, "new hires" will continue through progression (up to but not to exceed Rate), as follows:

New hire base rate	Effective 6 months from date of hire; a progression increase in the amount of:	Effective 12 months from date of hire; an additional progression increase in the amount of:	Effective 18 months from date of hire:
Current rate, unless the Plan establishes a new rate as per Section A above.	\$0.20/hr.	\$0.20/hr.	Rate

- For employees hired after 3-18-01, a calendar day schedule will be used as follows: 6 months is replaced with 180 calendar days, 12 months is replaced with 360 calendar days and 18 months is replaced with 540 calendar days. Actual increases will be paid commencing with the first day of the pay period immediately following the above effective date(s).

Example: Hired at \$7.65; +\$0.20 in 180 days = \$7.85;
+\$0.20 in 360 days = \$8.05; +difference to Rate at \$8.00/day.



MILAN FABRICATION SHOP

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SUPPLEMENTAL

to the

MASTER AGREEMENT

By and Between

**CONAGRA FOODS COMPANY INC DBA
CONAGRA FROZEN FOODS GROUP**

and

**UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION
AFL-CIO**

and

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND
HELPERS OF AMERICA**

**JULY 21, 2003
through JULY 16, 2006**



During 1988, 1991, 1994, 1997, 2001 and 2003 Negotiations the Company and Union agreed to create a Supplement for the Milan Fabrication Shop, to be included within the ConAgra Frozen Foods Group Master Agreement. Representatives of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and members of the Company discussed and have jointly agreed to the following items affecting the Milan Fabrication Shop.

Objective:

To operate a separate, stand-alone facility, providing the ability to fabricate sheet metal to support manufacturing facility needs as deemed economically feasible.

ARTICLE 3: LEAVES OF ABSENCE

Section 5. Funeral Leave

An employee may request, in advance, one (1) non-paid day to attend the funeral of his/her aunt, uncle, or step-grandparents, and three (3) non-paid days to attend the funeral of his/her stepfather, stepmother, son's wife, or daughter's husband. This time off will not count in assessing days missed for disciplinary purposes.

ARTICLE 4: SENIORITY

Section 1: General

Individuals who move from ConAgra Frozen Foods Plant to accept a position in the Fabrication Shop will continue to accrue seniority at their former facility for a period of forty-five (45) worked days and may return at their option or the Company's, in line with their accrued seniority at any time during the forty-five (45) worked days period. Subsequently, such employees will be privileged to make application for Maintenance Department vacancies back at their former plant facility in line with provisions of Article 4 Section 1 of the Master Agreement. In the event such employee is hired, the employee will forfeit seniority at the Milan Fabrication Shop and will, on a one-time basis, carry back into their former facility the rate of pay and seniority held at the time they left their former plant facility to work in the Fabrication Shop.

After the above-mentioned forty-five (45) worked days, a Fabrication Shop employee will no longer accrue seniority at their former facility and must be treated as a new hire if they wish to return to that facility, and an opening exists, except as provided under the one time exception set forth above.

In the event of a layoff within the Fabrication Shop itself, employees will be retained in line with their hire date into the Fabrication shop and based on skill and ability to perform the required work.

Those reduced will have the ability to return to their former plant facility if openings exist at that time and they are qualified to fill such openings. Their seniority date will then be the date they fill such openings, subject to the one time exception set forth above.

Those employees laid-off shall be recalled to the Fabrication Shop in the reverse order of their layoff; and may give up their seniority rights in the Fabrication Shop at that time if they wish to do so.

There will be no preference as to job assignments. Management will determine who performs the necessary work.

The Union agrees with the concept of Job Continuation.

Section 5 Job Bidding:

1. The classifications of Fabricator and Fabricator Coordinator are hereby eliminated.
2. The following four job classifications are created with the following rates of pay:
(See below for current rates and classifications.)
3. Employees assigned to the Master Fabricator, Senior Fabricator, and Fabricator job classifications will be subject to certain skill requirements, qualifications, and testing criteria in order to occupy these positions.

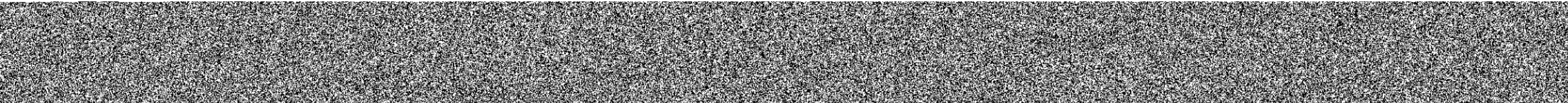
Upon the effective date of this Agreement, all current fabricators and coordinators will be assigned to the new job classification of Senior Fabricator and will, within thirty (30) working days thereafter, be afforded the opportunity to upgrade to the classification of Master Fabricator through the qualification and testing procedure.

5. A review and testing procedure will be utilized to upgrade employees to the Master Fabricator, Senior Fabricator, and Fabricator classifications. The review and testing will be done on an annual basis, with the Company retaining the right at any time to review, test and upgrade an employee based upon their proven skills and qualifications.

6. The review and testing procedure for upgrade to the newly created position of Master Fabricator will be finalized within thirty (30) working days of the effective date of this Agreement.

7. All Fabricator Trainees will serve a probationary period of six months from the date assigned to such classification in line with the provision of Article I, Section 5 (b) of the Master Agreement.

8. All Master Fabricators will be reviewed annually to ensure compliance with the qualifications for the Master Fabricator level. Anyone in such classifications who, within thirty (30) days of such review fails to demonstrate the required skills and abilities to retain such classifications, will be



Article 12 Section 7

Vacation periods will continue to be awarded on the basis of shop seniority.

The Company will agree to post weeks available in which the Fab Shop Manager has the ability to allow two employees to take vacation.

Article 14 Section 4

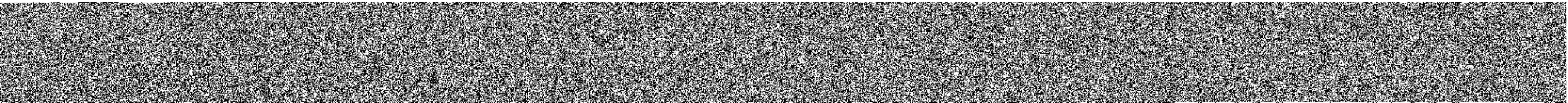
The Company will agree to provide uniforms for Fab Shop employees with the understanding that the Fab Shop employees will be required to wear the provided uniforms during all working hours both in the Fab Shop and on the road. The uniforms will be selected by the Fab Shop Manager.

**ON THE ROAD WORK AGREEMENT
FABRICATION SHOP**

When work assignments outside of the Fab Shop are required, the following procedure will be followed:

1. Manager will post "on the road" work notice for each job which will indicate the number of Fabricators from each classification required, wage scale, and job location, and the estimated daily work hours. The wage scale will include maintenance lead pay for the location and exclude Boiler/Refrigeration and Electrical/Electronic pay for the location.

2. All employees in the Fab Shop will be required to sign the notice within one working day to indicate their preference "yes" or "no" regarding the "on the road" assignment.
3. Manager will award "on the road" work assignments by seniority to employees that have signed "yes".
4. If insufficient "yes" signatures are received, manager will draft to fill work assignment by reverse seniority.
5. When successive concurrent "on the road" work jobs occur, the above procedure will be followed with those employees remaining in Fabrication Shop.
6. Employees assigned to "on the road" work will be notified by the Fabrication Shop Manager for their next assignment before their job is completed.
7. Overtime work will be assigned in accordance with job requirements for those employees performing "on the road" work or working in the Fabrication Shop. The company will not be required to guarantee or equalize overtime hours in regard to employees performing "on the road" work assignments or employees performing Fab Shop work assignments.



RATE OF PAY

MILAN FABRICATION SHOP

Milan, Missouri

07/21/03 07/19/04 07/18/05

Master Fabricator	\$15.55	\$15.95	\$16.35
Senior Fabricator	\$14.30	\$14.70	\$15.10
Fabricator	\$13.05	\$13.45	\$13.85
Fabricator/Trainee	\$11.80	\$12.20	\$12.60

When performing work in a ConAgra Frozen Foods Group Master Agreement Plant, the rate of pay will be the rate of the Master Mechanic at the on-site location if higher than current Fabrication Shop Rate of Pay. This provision would also apply to the Russellville and Crozet Locations.