

## **AGREEMENT**

This agreement mutually entered into by and between United Food and Commercial Workers Union, District Local No. 431, chartered by the United Food and Commercial Workers International Union, CLC, as party of the first part, and hereinafter referred to as the "Union" and Whitaker Foods, Incorporated, or it's successor, as a party of the second part, and hereinafter referred to as the company.

The parties to this agreement agree that they will not discriminate against any employee or prospective employee because of age, race, sex, religion, color, national origin or union affiliation.

### **ARTICLE 1 - INTENT AND PURPOSE**

- 1.1 The employer and the union each represent that the purpose and intent of this agreement is to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

### **ARTICLE 2 - RECOGNITION**

- 2.1 It is agreed that the bargaining unit employees and three working supervisors may perform all work in the employer's plant and that the plant manager and any other "non-bargaining unit" employee shall not perform bargaining unit work except under the following conditions;

- A. Any emergency occasion caused by accident, act of God or mechanical equipment failure requiring immediate adjustment.
- B. Any occasion of an employee not reporting for work or leaving work for any reason.
- C. At any time that the manager deems it necessary, but this is not to be as a replacement of a bargaining unit employee, or so as to cause a reduction of hours for any employee.
- D. When work is available for employees to maintain a forty hour week.
- E. Employee training.
- F. Casual help may be utilized under the terms of Article 7.5.

If a laid off employee is available to work, and twenty (20) or more hours of work per week is available, the employer will make a "Good Faith" effort to contact such employees for "additional" work and as a replacement for absent employees.

In the event that a "Non-Bargaining Unit" employee takes work away from a bargaining unit employee, except as provided above, the employer will be obligated to pay the most senior employee on layoff for the time worked in violation of this article.

### **ARTICLE 3 - COMPANY FUNCTIONS**

- 3.1 Directions or company business, general operations of the plant, the management of the company working forces, including the right to hire, discharge, promote, suspend, layoff, transfer or discipline employees are vested exclusively with the company; but such rights in no event will be exercised so as to infringe on the rights of the union or of the employees as set forth in this agreement.

### **ARTICLE 4 - UNION AFFILIATION**

- 4.1 The company agrees that there shall be no discrimination against any employee because of union affiliation or activity.
- 4.2 It is acknowledged that the union has the right to appoint union stewards from among the employees.
- 4.3 Members of the union may wear union decals or other emblems on articles of personal clothing. These decals or emblems must be firmly attached to avoid possible release into the product or machinery while on the job.
- 4.4 The company shall provide a bulletin board on which the union may post notices. The union will not post notices which are derogatory toward the employer.
- 4.5 Upon request of the union not more than one (1) union steward, for a period of not more than three (3) consecutive days, shall receive time off once per calendar year without pay for the conduct of union business. Such request must be made at least two (2) weeks in advance of the expected absence. Such time off shall be treated as an authorized leave of absence.
- 4.6 Union Access: The company agrees to permit an authorized representative or officer of the union to have access to the plant for the purpose of communicating with the employees on union business under the following conditions; such representatives or officers shall not interfere with the duties of employees, supervisors, or the business of the company, shall fully comply with all company safety rules and shall also observe all sanitary rules imposed upon the company. The agreed upon union access shall be as follows:
- A. "Normal Access": Shall be on any work day from 2:30 p.m. to 5:00 p.m., in an area of the plant to be provided by management; it is understood that such area will be away from the production areas of the plant.
- B. "Emergency Access": The union will have access to the plant for such specific reasons as; grievance meetings, disciplinary hearings, or safety meetings, during the work day. It is understood that should circumstances warrant access to the work floor, the union representative may have access to the work floor for an inspection of the surroundings after production is done, (usually after 2:30 p.m.); or to accompany any OSHA inspector, at such times the union representative will be accompanied by an authorized management representative.
- C. It is agreed that the union access to the building must be cleared through one of the following individuals: Ron Bright, Shari Bright or Michael Clausen.
- 4.7 Union Label: It is agreed that the "Union Label" of UFCW District Local #431 may be placed on merchandise sold by the employer, so long as an agreement exists between the employer and the union, and subject to the employer's approval.

## **ARTICLE 5 - UNION DUES CHECKOFF**

5.1 The employer agrees to deduct union dues and reasonable initiation fees from the wages of employees in the bargaining unit who provide the employer with a voluntary written authorization. Such deductions will be made by the employer weekly. This method by which deduction is made shall conform with the employer's method of handling wage payments. Union deductions will be transmitted to the union monthly.

In the event no wages are then due the employee, or are insufficient to cover the required deduction, the deduction for such month shall nevertheless be made from the first wages of adequate amount next due the employee. Any union member may cancel their union dues authorization with 30 days notice, in writing, to the union.

The union agrees to indemnify and save the company harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for union dues from an employee's pay. The union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the union.

## **ARTICLE 6 - UNION COOPERATION**

6.1 The union agrees to uphold the rules and regulations of the employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job and all other reasonable rules and regulations established by the employer.

6.2 The union agrees to cooperate with the employer in maintaining and improving the safe working conditions and practices, and improving the cleanliness and good housekeeping of the plants, and in caring for equipment and machinery.

6.3 The union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge. The union steward shall be notified before any employee is suspended or terminated for cause, whenever reasonably possible. The union and management agree to maintain a friendly attitude toward each other.

6.4 The union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the employer in suggesting and practicing methods in the interest of conservation and waste elimination.

6.5 The union shall use it's best effort as a labor organization to enhance the interests of the employer as an employer of union labor.

## **ARTICLE 7 - SENIORITY**

7.1 Seniority shall be defined as the length of continuous full-time employment with the employer within the bargaining unit and shall begin with the employee's last date of employment. Seniority ranking for employees commencing employment on the same date shall be determined by the day and month of birth. The employee whose day and month of birth is closest to January 1, within the calendar year, shall have the greatest seniority. Supervisors transferred back to the bargaining unit shall be credited for all seniority earned prior to the supervisor's promotion out of the bargaining unit.

7.2 No employee shall acquire any seniority rights until he has been employed by the company for at least ninety (90) calendar days, provided that after ninety (90) calendar days of employment the seniority shall revert to the last date of hire.

7.3 Seniority may be broken by quit, justifiable discharge, layoff for more than four (4) months, or failure to return to work in accordance with the terms of the Leave of Absence provisions or failure to work in accordance with the provisions of this agreement.

7.4 The employer shall prepare seniority lists as follows: The employer shall prepare the master list when requested by the union. Copies of the list shall be submitted to the union and maintained in the plant office. A list shall also be provided to the union which will include each employee's name, rate of pay, date of hire, and classification where applicable.

7.5 Layoffs: Layoffs within the plant shall be on a seniority basis within each classification. Classifications for the purpose of layoff shall be as follows:

A. Regular Employees:

- 1) Production
- 2) Clean-up/Part-time
- 3) Driver
- 4) Machine Technician
- 5) Meat Cutter

B. Temporary and Casual Employees:

Temporary employees may be utilized year round. Temporary employees will not be used if an employee is on layoff status. Casual employees are not employed as regular employees; They do not work regularly and they do not perform regular bargaining unit work. Casual work will include, "box making", lawn mowing, painting, etc. Temporary employees would be eligible for hire after 180 calendar days. All new hires would be eligible for benefits after six (6) months (180 days).

7.6 All full time employees shall have recall rights up to four (4) months from layoff. Employees shall be notified of recall by certified mail to their last known address, if they cannot be reached by phone. A copy of said notice will be provided to the union.

7.7 Promotions and Demotions: Promotions and demotions shall be handled in the following manner:

- A. When a job opening occurs within a plant, it shall be filled by job bidding within the plant on the basis of seniority and the employee's ability to perform the work. In the absence of qualified bidders the employer may fill the vacancy by hiring with the company's management team making the final decision.
- B. Promotions to positions outside of the bargaining unit shall be within the sole discretion of the employer.
- C. The employer shall afford every employee a two (2) week period of training in a new position.

7.8 Involuntary and Voluntary Transfers: The employer may transfer employees to meet the necessities of the business with the following limitations and under the following conditions:

- A. No employee shall be involuntarily transferred outside of the bargaining unit.

## **ARTICLE 8 - DISCHARGE OR SUSPENSION**

8.1 Employees will not be disciplined or discharged without good cause excepting only that probationary employees may be discharged without good cause.

- 8.2 In accordance with the rights of management, it shall have the right to propose, publish and enforce reasonable rules to be complied with by employees. Such work rules will be submitted to the union for comment and will be published on the union bulletin board prior to enforcement. Failure to comply with such work rules may be grounds for discipline or discharge if such violation constitutes good cause.
- 8.3 An employee may be disciplined or discharged for good cause whether or not the offense or offenses are the subject of a written work rule.
- (A) Any disciplinary action will be given to the employee within seven (7) days of the effective occurrence.
- 8.4 The union will be provided with a copy of all warning notices within ten (10) working days.
- 8.5 Employees have the right to be represented in a disciplinary meeting by a union steward. Meetings between supervisors and employees concerning the method and manner of performing work are not disciplinary meetings prior to the time disciplinary action by management is intended.
- 8.6 All oral and written warnings will be active for twelve (12) months from issuance.

#### **ARTICLE 9 - GRIEVANCE AND ARBITRATION**

- 9.1 The properly accredited officers or representatives of both parties to the agreement shall be authorized to settle any dispute, disagreement, difference or grievance arising out of the terms, application or interpretation of this agreement. All references to days in this article will be "calendar days". It is agreed that an arbitrator will have no authority to modify or change the terms and conditions of the agreement.

- 9.2 The union shall submit all grievances in writing within the following time limitations:
- A. All grievances shall be submitted within ten (10) days from the date the union receives notification of the discharge or suspension in accordance with Article 8 of the contract.
  - B. Grievances involving Paid Time Off pay shall be submitted within five (5) days of the termination of the Paid Time Off.
  - C. Grievances involving hourly wage rates or wage brackets shall be submitted in writing within five (5) days from the date of the last occurrence of the grievance. The employer's liability for such grievance shall not exceed ninety (90) days from the date of the filing of the grievance.
  - D. All other grievances shall be submitted, in writing, within five (5) days of the occurrence of the grievance. Grievances not filed within the time limitations set forth above shall be nullified.
- 9.3 Representatives of the parties shall attempt to resolve all grievances as promptly as possible. For this purpose, either party may call a grievance meeting.
- 9.4 The company shall reply, in writing, to the union's written grievance within ten (10) days following receipt of the written grievance from the union.
- 9.5 Should the union wish to pursue the grievance further, they will respond, in writing, to the company's written answer within five (5) days after receipt of the company's answer.
- 9.6 When in the judgment of either party arbitration is necessary, either party may initiate same by notifying the other party in writing that it has invoked the arbitration provisions of the contract. In no event shall arbitration be initiated earlier than fifteen (15) days following the receipt of the final response. The arbitration procedure will be specified in a separate "LETTER OF AGREEMENT" between the parties. The decision of the arbitrator shall be final and binding on all parties.
- 9.7 Expenses incurred in connection with the arbitration, to wit, fees of the Federal Mediation and Conciliation Service, the arbitrator's fees and expenses and rental of a hearing room, if necessary, shall be shared equally by the parties, up to the limit agreed upon by the parties in the "LETTER OF AGREEMENT".
- 9.8 Except as otherwise specifically set forth in this agreement, it is agreed between the parties hereto that there shall be no strikes, cessations of work, picketing, boycotts or lockouts pending the final decision of any dispute submitted to arbitration in accordance with the provisions of this agreement.
- 9.9 At any step in the grievance procedure the executive board of the local union shall have the final authority, in respect to any aggrieved employee covered by this agreement, to decline to process a grievance, complaint, difficulty or dispute further, if in the judgment of the executive board such grievance or dispute lacks merit or lacks justification under the terms of this agreement, or has been adjusted or justified under the terms of this agreement to the satisfaction of the executive board.

## **ARTICLE 10 - WORKING HOURS AND CONDITIONS**

- 10.1 The basic work week for full-time production employees shall be forty (40) hours to be worked in five (5) days, eight (8) hours per day, Monday through Friday, beginning at 7:00 a.m. -to- 3:30 p.m. during the life of this agreement, there shall be no change in the basic work week without first discussing the proposed changes with the union. Exceptions to the above

statement will include: when a U.S.D.A. inspector terminates production, when raw product, supplies or packaging materials are not sufficient to continue production, any problem in the processing facilities or equipment breakdown occurs. The company does not guarantee to pay employees for any specific number of hours per day or per week for which they have not worked. It is understood that the "Driver" is not covered by the provisions of this section.

- 10.2 Employees will be paid time and one-half (1 1/2) their regular rate of pay for work in excess of forty (40) hours per week.
- 10.3 All full-time employees who report to work at their usual starting time or are called into work on an unscheduled day, shall receive a minimum of four (4) hours work, or four (4) hours pay in lieu thereof.
- 10.4 The employer will have the right to schedule additional work beyond the usual quitting time of 3:30 p.m., and to schedule work as needed on Saturdays. No employee will be required to work more than twelve (12) hours in any one work day. Such additional work will be offered by seniority, However, should an insufficient number of qualified employees volunteer, the employer shall have the right to schedule from the least senior in inverse order. Every reasonable effort will be made to notify employees as soon as practicable.
- 10.5 All employees shall receive an unpaid lunch period during each eight (8) hour shift. The lunch period shall be one-half (1/2) hour.
- 10.6 Employees shall receive two (2) fifteen (15) minute rest periods without loss of pay, in any one (1) workday.

## ARTICLE 11 - WAGES

11.1 Minimum wage rates are:

	<b>PRODUCTION Full-Time</b>	<b>CLEAN-UP Part-Time</b>	<b>DRIVER* Full-Time</b>	<b>MACHINE TECH. Full-Time</b>	<b>MEAT CUTTER Full-time</b>
Starting Rate	7.25	7.25	8.00	7.25	7.25
End of 90 day probation	7.75	7.75	9.00	8.00	8.00

It is acknowledged that should an employee who has worked in a different classification bid to another classification, they would be paid the rate appropriate for their seniority. In other words, an employee working one year in production bidding into clean-up would be paid at the one year rate for clean-up.

11.2 Employees enjoying wages, hours, benefits or conditions in excess of those stipulated herein shall not receive a reduction during the life of this agreement.

11.3 Drivers: Drivers will be paid an hourly rate of pay for "in-plant" work. In addition, Drivers will be paid \$5.00 per stop and \$0.30 per mile while driving semi.

11.4 The employer retains the right to provide higher salaries than those listed above for any employee classification.

11.5 All existing full-time employees with seniority rights will receive an increase in pay of \$0.30 at the signing of the contract and \$0.25 each year, for the following four (4) years on the anniversary of the contract.

## ARTICLE 12 - HOLIDAYS

12.1 All employees shall be entitled to the following holidays: New year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving day and Christmas Day.

A. The company will attempt to allow employees one-quarter day off work, with pay on Christmas Eve (approximately noon), except when Christmas day falls on a Sunday.

12.2 Holiday pay shall be determined on the basis of eight (8) hours pay at the employees base rate for full-time workers and four (4) hours for clean up/part time workers.

12.3 During the work week in which a holiday occurs employees shall receive time and one-half (1 1/2) their regular rate of pay after thirty-two (32) hours work.

12.4 In order to be entitled to unworked holiday pay, as set forth in this article, employees must work their scheduled day before the holiday and their scheduled day after the holiday, unless absence is excused by the company or the employee presents a valid doctor's statement confirming the employee's illness.

12.5 No employee shall work on Christmas day.

When any of the Company recognized Holidays fall on Saturday or Sunday the employee will be provided with the Friday before or the Monday following the holiday off with pay, with the choice at the company's discretion. In the event that business necessitates that employees have to work on that day the company will give employees an extra days pay in lieu of the day off.

### **ARTICLE 13 - PAID TIME OFF**

13.1 All full-time employees shall be entitled to Paid Time Off (PTO) on the following basis:

After One (1) year of continuous employment - Six (6) days PTO  
After Three (3) years of continuous employment - Eleven (11) days PTO  
After Ten (10) years of continuous employment - Sixteen (16) days PTO  
After Twenty (20) years of continuous employment - Twenty-One (21)days PTO  
After Twenty Five (25) years of continuous employment - Twenty-Six (26) days PTO

All employees will be eligible for his/her Paid Time Off each year as of the employee's anniversary date of continuous employment (seniority date).

13.2 Paid Time Off days will be equal to eight (8) hours at the employee's regular rate of pay.

13.3 An employee who has qualified for his/her first Paid Time Off and is subsequently laid off or terminates employment, except for terminations for theft, shall receive pro-rata Paid Time Off for each full month of service completed since his/her last anniversary date of employment.

13.4 If a holiday occurs during an employee's vacation, he/she shall be paid an additional day's pay or receive an extra day off in addition to the vacation pay. This provision will be subject to the decision of the manager.

13.5 Paid Time Off shall be scheduled on a plant wide seniority basis and may be taken at any time during the year requested by the employee. Based on the operational needs of the plant, the employer may limit the number of employees on Paid Time Off in any week, provided that no week of the year shall be excluded from Paid Time Off scheduling. When there is a conflict between employees as to Paid Time Off dates seniority shall apply. No employee shall be compelled to take Paid Time Off at a time not mutually agreed upon. Paid Time Off once scheduled shall not be changed except by mutual agreement of the employee and employer. Those employees who have not indicated their choice of Paid Time Off dates by March 1 will not be allowed to bump a less senior employee after March 1st.

13.6 Any person who enters military service shall be paid his/her pro-rata Paid Time Off pay, for that which he/she has earned, up to the time of his/her entering military service.

13.7 A Paid Time Off schedule shall be posted by February 1 of each year.

## **ARTICLE 14 - JURY SERVICE/FUNERAL PAY/MILITARY LEAVE**

### 14.1 JURY SERVICE:

All employees who are subpoenaed for jury service and actually report shall receive the difference in pay for time lost and the amount received as jury pay, but in no case shall the total pay exceed forty(40)hours pay at the employee's regular straight-time rate of pay for a maximum of one (1) week. The employee shall notify the plant manager that he/she has been subpoenaed for jury service on the employee's first workday following receipt of such subpoena. When an employee is released for a day or part of a day, that employee should report for the remainder of the day, with a sign out sheet from courthouse.

### 14.2 FUNERAL LEAVE:

Employees are eligible for the following paid funeral leave when occurring during a regularly scheduled work week and not to include Paid Time Off or holidays when the employee would not be scheduled to work.

Three (3) days paid leave will be allowed for the death of the employee's spouse, children (including step-children and adopted children), father or mother, father/mother-in-law, brother or sister (including step-parents and step-brother/sister or half-brother/sister), grandparents and grandchildren.

One (1) day paid leave will be allowed for the death of the employee's nephew or niece, brother/sister-in-law, or spouse's grandparent and persons living in the same household as the employee.

Employees may request time off work without pay because of the death of other relatives or friends, or request additional time off without pay because of the death of a relative listed above. However, such requests must be considered in the context of the employer's production needs. Upon returning to work from funeral leave, the employee will need to provide an obituary notice for the deceased individual.

### 14.3 MILITARY LEAVE:

Any employee, who serves in the National Guard or Military Reserve Units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit in which they serve. Such employee shall give the employer two (2) weeks prior notice. An employee shall not be required to take military training duties as his/her earned Paid Time Off. The employer will comply with the applicable laws of the United States concerning the re-employment of persons leaving the military service of the United States.

## **ARTICLE 15 - LEAVE OF ABSENCE**

15.1 Any employee who is off work due to a work related injury or illness, will maintain their seniority and all other benefits for the period of time required for said employee to recover from the illness or injury. However, this continuation of seniority and benefits shall not continue for more than twelve (12) months.

- 15.2 Any employee who is off work due to a medical disability, injury or illness (not work related), including pregnancy, will maintain their seniority for the period of time required for said employee to recover from the illness or injury. The employee must provide a work release from a doctor stating that the employee is able to perform all duties required for the employee's position, in order to return to work. Disability leaves will be limited to five (5) months, in order for employees to maintain their seniority.
- 15.3 An employee may also request a leave of absence when necessary for the following reasons:
- A. Death in the family (see 14.2).
  - B. Military service (see 14.3).
  - C. Jury service (see 14.1).
  - D. Other emergency situations.
- 15.4 Any employee who is granted a leave of absence and while on such leave of absence accepts employment with another employer, or who goes into business for his/herself, is subject to termination of employment.
- 15.5 Upon return to work, from a leave of absence, the employee shall be restored to the job previously held, if that job is still available or will be placed in a similar position.
- 15.6 If an employee has been off work due to injury or illness for two (2) days or less in that calendar year, no work release is necessary. If said employee has been absent for two (2) or more days in that calendar year, he/she must provide a work release from doctor stating that the employee is able to perform all the duties required for the employee's position. If the employee does not provide a work release they will be subject to oral warning, written warning, suspension or termination.
- 15.7 In order to obtain a leave of absence, an employee must obtain a day off request form. The form must be filled out in it's entirety and returned to the office at least one (1) week in advance or as soon as practicable. Day off request forms must be approved by management before the day off can be granted.
- 15.8 All time off, paid or unpaid, must be scheduled 24 hours in advance with the plant manager. If not it will be an unexcused absence and subject to oral warning, written warning, suspension or termination.

#### **ARTICLE 16 - GENERAL**

- 16.1 The company agrees to continue to provide rest areas in the plant for employee use.
- 16.2 Individual lockers will be provided for employees if space is available, otherwise employees can share lockers.
- 16.3 Coffee will be provided as per present practice at starting time in the break room.
- 16.4 Special equipment required for employees will be provided by the employer. Equipment requested by the employee but not required by the employer can be purchased by the employee.

## **ARTICLE 17 - HEALTH & SAFETY**

17.1 Health & safety committee:

- A. Responsibility: The company agrees that it has the sole responsibility to provide a safe work place.
- B. Committee: There shall be a joint labor-management Health & Safety Committee. The committee shall be composed of one management representative and one union representative.
- C. Authority: The Health & Safety Committee shall have the authority to make recommendations to investigate accidents and complaints, and to work with the company to solve problems as they occur, and to receive information about hazardous substances.
- D. Compensation: The members of the committee shall be paid at their regular rate of base pay for time required to meet with the company representative.

## **ARTICLE 18 - HEALTH & WELFARE**

18.1 The company will negotiate the purchase of Health and Dental Insurance covering full time employees requesting this coverage. The employer and employee will share the cost as outlined below:

- A. The Employee will pay \$53.75 per week, through payroll deduction, For a Single Health and Dental Insurance policy.
- B. In the event that the Health or Dental Insurance premium increases, the employee will pay 50% of the increase in addition to the \$53.75, resulting in a new weekly premium deduction.
- C. If an employee elects a Family Health and Dental coverage policy, the employee will pay the single policy premium (as outlined in 18.1 A & B) plus 100% of the difference between the cost of the single policy premium rate and the cost of the family policy premium rate.
- D. Health and Dental policies may only be purchased together.
- E. Employees who are off work due to injury, illness or other medical disability (including pregnancy), for greater than one (1) calendar month will be responsible for paying 100% of the monthly Group Health, Dental and Life Insurance premium, while absent, until they return to active full-time employment.

18.2 The company will maintain the current \$10,000 Group Life Insurance Policy for all full-time employees after 180 calendar days.

18.3 The employer shall have the right during the term of this agreement to change insurance carriers with the approval of union representatives. In the event the insurance package proposed by the employer should increase in price during the term of this agreement, the union would have the right to submit a proposal from the UFCW 431 Health Insurance Fund, (The union would have the right to submit a plan with "Better Benefits -Same Cost" -or- "Better Cost - Same Benefits). This is not to be construed as an agreement to re-open the agreement, nor does this section require the company to agree to substitute the union's insurance plan.

18.4 Whitaker Foods will maintain a 401K plan for bargaining unit employees and will pay all administration fees. This plan will include no provisions for matching or profit sharing.

## **ARTICLE 19 - CONFORMITY TO LAW**

Nothing contained in this agreement is intended to violate any federal law, rule or regulations made pursuant thereto. If any part of this agreement is construed to be in such violation, then that part shall be null and void and the parties agree that they will, within thirty (30) days, begin negotiations to replace such void part with a valid provision.

**ARTICLE 20 - TERM OF AGREEMENT**

20.1 This agreement shall be effective from April 9, 2007 through April 8, 2012 at which time it shall automatically renew itself from year to year, provided however, that either party may give to the other party not less than sixty (60) days notice in writing prior to the expiration date or to the annual renewal date of it's intention to terminate said contract.

**FOR WHITAKER FOODS:** \_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**DATE**

**FOR U.F.C.W. 0431:** \_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**DATE**

**LETTER OF AGREEMENT**

1. The parties agree to the following provisions in regards to grievances and arbitration, Article 9 of the labor agreement.
2. It is agreed that there shall be a maximum amount that an arbitrator may charge either party under this agreement, and that amount will be one-thousand dollars (\$1,000.00) for each party to the agreement.
3. It is agreed that the arbitrator will be instructed to render a decision under "Expedited" arbitration rules as follows:
  - A. Neither party may file a post-hearing brief.
  - B. Neither party may request a transcript.
  - C. The arbitrator will be instructed to issue an award within seven (7) days with only brief comments; or the arbitrator may issue an immediate "bench" decision, with a written statement to follow.
4. It is agreed that the Union and the Employer will agree on a local arbitrator at the time that arbitration is necessary.
5. The arbitrator in each arbitration case will be selected by "lot" (the names of all of the agreed upon arbitrators will be placed in a container and one name will be selected). The selected arbitrator will be notified and a date for the arbitration will be arranged. If the selected arbitrator is not available within a reasonable period of time, the process will be repeated until an available arbitrator is found.

**Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by:**

**For: Whitaker Foods, Incorporated**

**For: U. F. C. W. District Local #431**

