

Tentative Agreement  
HP HOOD LLC  
LaFargeville, New York  
AND  
TEAMSTERS LOCAL 689

Company

|                                                                                                       |                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CP 3 Discontinue the practice of breaking up 1 week of vacation to be taken in 1 day increments       | Tentative agreement Lab and maintenance would transition to allow 3, 2, and 1 days each year of contract. Operations would remain same first year 3 and then 2 the last two years. Days cannot be used in conjunction with personal days. |
| CP 5 Change extended leave termination to 12 months vs 18 months.                                     | Tentative Agreement See below.                                                                                                                                                                                                            |
| CP 6 Change pay structure to job classification to pay for skill for both operations and maintenance. | Tentative agreement See Economic TA                                                                                                                                                                                                       |

Union

|                                                                                    |                                                                                                                                                                     |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| UP 1 3 year contract                                                               | TA                                                                                                                                                                  |
| UP 2 Union would like to eliminate the discipline for no punches                   | Tentative Agreement corrective action will now fall under performance not attendance.                                                                               |
| UP 6 Union does not want to be forced to work doubles.                             | Tentative Agreement that still gives Company right to force doubles after other procedures are exhausted. If exhausted employee would receive 2 hrs paid leave      |
| UP 9 5 day response to all disciplines                                             | Tentative Agreement See below.                                                                                                                                      |
| UP 10 Coaching and corrective policy                                               | Tentative Agreement all discipline pursuant to company coaching corrective action policy and subject to just cause. Company retains the right to modify the policy. |
| UP 11 Increase boot allowance                                                      | Tentative Agreement Increase boot allowance to \$150.00                                                                                                             |
| UP 12 Add domestic partner and family; ex-spouse family                            | Tentative Agreement with language stating that Company will recognize legal definition of domestic partner                                                          |
| UP 13 Add a new maintenance level. Mechanic B.                                     | Tentative agreement see wage schedule                                                                                                                               |
| UP 14 Language change add rebid of job if significant changes are made to the role | Tentative Agreement delete sentence Article 15 section 5, d. Modify Article 9 section 3 to add the word "Craft Group and"                                           |
| UP 16 Welfare and pension                                                          | TA Economic See economic TA below                                                                                                                                   |
| UP 20 \$1.00 increase for each job                                                 | TA Economic See economic TA below                                                                                                                                   |

UP-6. Counter Proposal—Before requiring any employee to work a double shift the Company will (i) transfer qualified employees (including lead persons) from other positions when reasonably feasible consistent with the needs of the business; (ii) seek volunteers using the call in sheet; (iii) force the junior qualified employee scheduled off on the day in question; and (iv) make reasonable efforts to split the shift by holding over a qualified employee who finished their shift to work four (4) hours and calling in a qualified employee four (4) hours prior to their regular scheduled shift.

UP-9. Counter Proposal—Add Section 2 as follows: Disciplinary notices will be given to affected employees within five (5) business days of the occurrence or five (5) business days from the date management becomes aware of the occurrence and in either case, unless continued investigation is required and then notice will be given no later than five (5) business days from the completion of the investigation. A copy of the disciplinary notice will be given to the chief union steward.

CP-5. Modify to have termination of senior at 12 months, except in the case of leaves of absence due to injuries covered by Workers' Compensation where the employee presents medical documentation reasonably acceptable to the Company that the employee will be released to return to work within the next 3 months, the employees seniority will not be terminated provided the employee returns within the 3 month period.

1. **Section 14: OVERTIME**

- A. Scheduled overtime will be awarded within the Craft Group based on the most senior, qualified employee who signed up -- double shifts and less than eight (8) hours off between shifts will be permitted.
- B. Employees on vacation who sign up for scheduled overtime will be considered only after all other procedures have been exhausted, but prior to employees being required to work.
- C. Employees who are awarded scheduled overtime are required to work the overtime. An employee required to work overtime may find a qualified replacement, which must be documented prior to working the shift.
- D. Scheduled overtime shifts not filled by volunteers through the procedures will be filled by the least senior qualified employee.
- E. Employees can be required to work over up to a maximum of two (2) hours per shift on their assigned job to fill an unscheduled vacancy providing that the employee who created the vacancy provided at least two (2) hours notice and only after all the call-in procedures have been followed and options exhausted. If the employee who created the vacancy fails to provide a minimum of two (2) hours notice, or does not give any notice, four (4) hours overtime can be required.
- F. Employees can be required to work up to one (1) hour beyond their shift to meet the daily overtime needs. Call-in procedures will not be utilized to fill such needs. This one (1) hour rule will also apply to employees working an overtime shift.
- G. Employees will not be required to work less than eight (8) hours off between shifts or a seventh (7<sup>th</sup>) day but may volunteer to do so.
- H. Unscheduled overtime shifts will be filled according to established call-in procedures. If the shift is not filled, employees may volunteer to continue working for up to sixteen (16) hours to meet customer requirements. Lacking volunteers, (i) transfer qualified employee (including lead persons) when reasonably feasible consistent with the needs of the business; (ii) make reasonable efforts to split the shift by holding over a qualified employee who finished their shift to work four (4) hours and calling in a qualified employee four (4) hours prior to their regular scheduled shift; (iii) require the employee working the position to work the overtime shift.
- I. Any employee working, or who is scheduled to work, six full 8 hour shifts in any workweek shall be exempt from being forced to work on their day(s) off. However, if all available employees within a craft have worked 6 shifts and additional staffing is necessary within that craft, the Company will require the junior (company seniority) qualified employee(s) within the craft group to fill the necessary shift(s).
- J. Except in the case of the junior qualified employee noted above, employees cannot be forced more than one shift per week or a 7th day. Employees may volunteer to work more than 6 shifts.
- K. For all overtime (scheduled and unscheduled), employees may only work overtime in their Craft Group.
- L. Employees forced to work a double shift will receive two (2) hours of paid leave to be used consistent with the Company's In/Out Policy.

| Tentative Agreement - Economics  |          |             |             |             | Comments                                                                                                                                                                                    |
|----------------------------------|----------|-------------|-------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| New Wage Classes                 | Current  | Year 1      | Year 2      | Year 3      |                                                                                                                                                                                             |
| Custodian/Environmental          | 19.35    | 19.45       | 19.55       | 19.65       | All New class 3 new hires including standby operators will be paid \$15 until awarded a bid above class 3. If forced to accept a bid within class 3, Employee does not lose bidding rights. |
| Class 3 New Hire                 |          | 15.00       | 15.00       | 15.00       |                                                                                                                                                                                             |
| Class 3                          | 19.56    | 19.66       | 19.76       | 19.86       |                                                                                                                                                                                             |
| Class 2                          | 19.56    | 20.26       | 20.56       | 20.87       |                                                                                                                                                                                             |
| Class 1                          | 20.16    | 21.26       | 21.58       | 21.90       |                                                                                                                                                                                             |
| Leads                            | 20.68    | 21.78       | 22.11       | 22.44       |                                                                                                                                                                                             |
| Lab Tech                         | 19.78    | 20.18       | 20.48       | 20.79       |                                                                                                                                                                                             |
| Sr. Lab Tech                     | 20.75    | 21.21       | 21.52       | 21.85       |                                                                                                                                                                                             |
| Vacation Relief                  | 20.83    | 21.21       | 21.52       | 21.85       |                                                                                                                                                                                             |
| QC Lead                          | 20.96    | 21.78       | 22.11       | 22.44       |                                                                                                                                                                                             |
| Mechanic A or Class III Mechanic | 20.43    | 20.75       | 21.06       | 21.38       |                                                                                                                                                                                             |
| Class II Mechanic                |          | 21.75       | 22.08       | 22.43       |                                                                                                                                                                                             |
| Class I Mechanic                 |          | 22.75       | 23.09       | 23.44       |                                                                                                                                                                                             |
| Maintenance Lead                 | 21.37    | 0.75        | 0.75        | 0.75        | Above Evaluated Rate                                                                                                                                                                        |
| Wastewater Operator/Whey Haul I  | 20.06    | 20.75       | 21.06       | 21.38       |                                                                                                                                                                                             |
| Vacation Relief                  | 21.48    | 0.75        | 0.75        | 0.75        | Above Evaluated Rate                                                                                                                                                                        |
| Ammonia Operator Premium         |          | 0.75        | 0.75        | 0.75        |                                                                                                                                                                                             |
| Health and Welfare               |          |             |             |             | H&W changes take effect 1/1/18                                                                                                                                                              |
| Premium (Inc. Life Insurance)    |          | \$243.81    | \$249.84    | \$258.01    |                                                                                                                                                                                             |
| HRA Single                       |          | \$2,600.00  | \$2,600.00  | \$2,600.00  | Pension benefits retroactive to 11/1/17                                                                                                                                                     |
| HRA 2 Person & Family            |          | \$ 5,200.00 | \$ 5,200.00 | \$ 5,200.00 |                                                                                                                                                                                             |
| Employee Portion/Wk              |          | 25%         | 25%         | 25%         |                                                                                                                                                                                             |
| Single Employee                  |          | \$73.45     | \$74.96     | \$77.00     |                                                                                                                                                                                             |
| 2 Person & Family                |          | \$85.95     | \$87.46     | \$89.50     |                                                                                                                                                                                             |
| Pension Benefits                 |          | \$303.98    | \$322.67    | \$342.58    |                                                                                                                                                                                             |
| Boot allowance                   | \$150.00 |             |             |             |                                                                                                                                                                                             |

## Job Classifications

### Operations

#### Class 1

HTST/Batching  
Cheese Room  
Set Room  
Creamery/Pan Room

#### OPERATIONS LEADS

#### Class 2

Filler Operators  
Spot Pak Operators  
Cheese/2 Bulk Track  
Cooler/Warehouse  
Hot Room Operators  
Sanitation  
Robot Operators  
Milk Receiving

#### Class 3

Track Operators  
Floaters  
Custodian/Environmental  
Standby Operators

### Laboratory

Laboratory Technician  
Senior Laboratory Technician  
Vacation Relief Laboratory  
Quality Control/Lab Lead

#### Signatures.

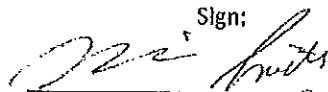
Union:

Name:

Sign:

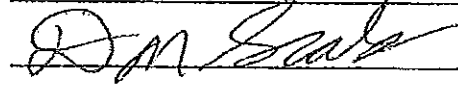
Date

Mickey Smith, BA Local 687



11-1-17

Don Skales



11-1-17

Loren Hall



11-1-17

Eric Hutcheon



11-1-17

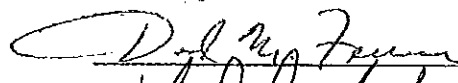
Company:

Name:

Sign:

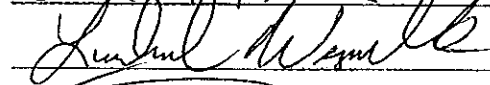
Date

Dave Ferrera, Legal



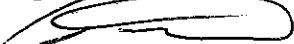
11/2/17

Lenny Wiegandt, Plant Manager



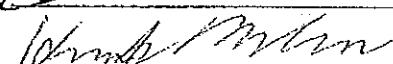
11/2/17

TJ Babcock, Operations Manager



11/2/17

Hank Malcom, HR Director



11/2/17

