

Agreement
By And Between
The Manufacturing Division Of Kroger Co., D/B/A The Swan Island Dairy
And
Willamette Lodge No. 63, Of The International
Association Of Machinists And Aerospace Workers
District Lodge No. W24

Effective January 14, 2018 through January 10, 2021

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Date of Ratification: January 10, 2018

PREAMBLE

This agreement entered into by and between SWAN ISLAND DAIRY, hereinafter referred to as the "Employer", and WILLAMETTE LODGE NO. 63, of the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT LODGE NO. W24, hereinafter referred to as the "Union", as the sole, collective bargaining agent for the hourly paid maintenance employees whose work is classified and set forth in this agreement, excluding all other employees.

This agreement contains all of the conditions agreed upon and effective between the parties, and supersedes all previous agreement, collectively or individually, between the parties. No agent or representative of either party has the authority to alter or modify it. No modification shall be made except by mutual consent of the parties in writing. The waiver of any breach or conditions of this agreement by either party shall not constitute a precedent for any further waiver of such breach or condition. Should any provision or part of this agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining provisions, and they shall remain in full force and effect.

ARTICLE 1 – UNION SECURITY

Section 1.1 – All employees covered by this agreement on its effective date, or subsequently hired hereunder, shall within the time required by the Union, after the thirtieth (30th) day following the beginning of their employment, or the effective date of this agreement, whichever is the later, become and remain members in good standing of the Union as a condition of continued employment. The Employer shall terminate any employee not in good standing in the Union within ten (10) days after written notice from the Union. Good standing shall be defined as the tendering of initiation fees and periodic dues uniformly required as a condition of retaining membership in the Union. The Employer shall inform present employees of these conditions and future employees at the time they are employed. The Employer shall report new hires to the Union in a manner which shall be arranged between the Employer and the Union.

Section 1.2 – The principle of seniority shall apply to any employee with more than 740 hours of straight compensable time with the employer. During the 740 hour probationary period, the employee may be terminated without recourse to the grievance procedure. By mutual agreement, the probationary period may be extended. After the probationary period, an employee may be discharged only for just cause.

Section 1.3 – Authorized Business Representatives shall have access to the plant. It being understood that they will first make their presence known to management and that they will not unnecessarily interfere with the employees or cause them to neglect their work.

Section 1.4 – The Employer recognizes and will deal with the shop steward as selected by the Union relating to grievances, interpretation of the agreement, or in any other matter which may affect the relationship between the Employer and the Union. The Union will notify the employer in writing who has been elected shop steward.

Section 1.5 – In cases of layoffs, recalls, shift preference, selection of vacations, the principal of department seniority shall apply. Seniority shall be determined by the length of service in the Maintenance Department.

Article 1.6 – Permanent Plant Closures

In the event there is a permanent plant or partial plant closure* during the term of this Working Agreement, affected Associates** will be given severance option as follows:

- A. Affected Associates will receive one 40 hours' work week of pay for each completed year of service up to ten years.
- B. Full years of service with Kroger as of the date of permanent reassignment will be used to calculate severance pay for completed years of continuous service.
- C. Affected Associates will have the option to choose severance pay as above or accepted another position with the company.
- D. Affected Associates electing severance pay will lose all rights under the Working Agreement of the date of reassignment.

*Partial plant closure is defined as the announced permanent elimination of a complete operation of production.

** Affected Associates are defined as only those employees who are permanently holding bid rights to jobs that are to be permanently eliminated.

ARTICLE 2 – REPORTING PAY OR CALL BACK PAY

Section 2.1 – Employees who report for work at the time they are instructed by the Employer to report, shall receive not less than four (4) hours straight time pay, unless they are terminated, quit, or are laid off by reason of bad weather, breakdown of machinery or any other condition beyond the direct control of the Employer, in which event they shall be paid for actual time worked.

If mandatory OT is canceled less than 24 hours before the shift, employees will still have the option to work four (4) to eight (8) hours over time by completing work from the contingency work order list or being paid one (1) hour overtime.

ARTICLE 3 – HOURS OF WORK

Section 3.1 – Eight (8) consecutive hours in a work shift, exclusive of a lunch period, will constitute a normal day's work. Five (5) days shall constitute a normal week's work.

Section 3.2 – Time and one-half (1 ½) shall be paid for work performed in excess of eight (8) hours in a work day; forty (40) hours in a regular workweek; and for work performed on the sixth (6th) consecutive work day in a workweek. Double time shall be paid for all work performed on the seventh (7th) consecutive workday in a workweek. The workweek shall be defined as Sunday to Saturday.

Section 3.3 – By mutual agreement between the Company and the Union, an alternative work schedule may be established and implemented.

ARTICLE 4 – HOLIDAYS

Section 4.1 – The following days shall be considered holidays.

Holiday	Date
New Year's Day	January 1
Memorial Day	last Monday in May
Independence Day	July 4
Labor Day	first Monday in September
Thanksgiving Day	fourth Thursday in November
Christmas Day	December 25
Floating Holiday	Two (2) to be used in calendar year

Section 4.2 – New employees must have completed at least 740 hours of straight time service with the Employer to receive pay for the holidays specified in this Section. Additionally, the employee must work in the holiday week, work his last scheduled workday before and first scheduled workday after the holiday, and work on the actual holiday, if so scheduled. Pay for holidays worked or not worked shall be based on the employee's established schedule.

Section 4.3 – Employees who work on the holidays listed herein before shall be compensated at time and one-half their regular straight time hourly rate in addition to the holiday pay as outlined in this Article.

Section 4.4 – If a holiday falls within an employee's vacation period, the employee shall receive either an additional day off with pay, or receive an additional day's pay, at the Employer's discretion.

If	Then
Employee works the holiday	Pay is 1 ½ the straight time rate for hour worked in addition to holiday pay
Employee works all scheduled shifts before and after the holiday	Employee is paid based on the employee's established schedule.
Employee calls off absence	Sick pay is paid at straight time and will not accrue toward the overtime rate
Employee is paid holiday pay	Holiday pay will not accrue toward overtime rate.
Employee is called in a non-scheduled work day	Overtime will apply after forty (40) hours worked

Section 4.5 – When a holiday falls on a Monday, the following shall apply: Sunday through Thursday workweeks, Sunday shall become the holiday; Monday through Friday workweeks, Monday is the holiday; and Tuesday through Saturday workweeks, Tuesday shall become the holiday; provided further, the employee works that same workweek in the holiday week.

ARTICLE 5 – VACATIONS

Section 5.1 – All employees covered by this agreement shall receive vacation with pay as follows:

At the end of the employment year	Weeks of vacation
After 1 year of employment	One (1) week of vacation
After 2 years of employment	Two (2) weeks of vacation
After 5 years of employment	Three (3) weeks of vacation
After 10 years of employment	Four (4) weeks of vacation
After 15 years of employment	Five (5) weeks of vacation

Article 5.2

For the purpose of the foregoing paragraph, two thousand eighty hours (2080) hours worked (including overtime hours) in the vacation year shall constitute a year's service to qualify for a full vacation allowance.

Section 5.3 – Time loss due to an industrial accident in any vacation year not to exceed six (6) months shall be credited at the rate of forty (40) hours per week toward the minimum 1,700 hours required to advance to the next year's period allowance.

Section A5.4

When employment is terminated for other than for cause or an employee fails to qualify for a full vacation allowance as provided above the employee shall receive vacation as follows.

(Vacation time allowance/ [divided by] Hours worked*)[Multiplied]*Vacation time)

Example, Step 1: 40 hours (1 week) vacation/1200 hours = 33% of accrued vacation

Step 2: 40 hours (1 week) vacation multiplied by .33 = 13 hours vacation available

*Hours worked includes overtime up to 2080 hours

Vacation pay will be paid at the established straight time hourly wage rate received by the employee at the time of the vacation.

Section 5.5 – The anniversary date of an employee shall be the anniversary date of his employment. Employees entitled to vacation pay shall take actual time off at a time mutually agreed upon by the Employer and the employee. The employee shall receive his accrued vacation pay at the time he takes his vacation, or when he is terminated. Vacation periods or vacation pay are not cumulative from year to year.

ARTICLE 6 – GRIEVANCE PROCEDURE

Section 6.1 – Any complaint arising among the employees in the shop or from management concerning the provisions of this agreement or question of interpretation there of shall be handled promptly in the following manner only:

1. Any grievance shall be first taken up between the employee involved and/or his shop steward acting in his behalf with his Plant Engineer within a period of seven (7) days from the time the matter complained of arose or occurred.

2. If no satisfactory settlement is thus reached within a period of eight (8) days from the time the matter is first taken up, it shall then be taken up between the Business Representative of the Union and a higher official designated by the Employer for the purpose.
3. Should there be no agreement after Steps 1 and 2 have been taken, all unresolved disputes between said parties must be settled by their submission to a Joint Conference Board or as otherwise hereinafter provided, and that there shall be no interruption of work during such procedure. This Board shall be chosen as follows: Two members to be chosen by the Employer and two members to be chosen by the Union. This Board shall be chosen within forty-eight (48) hours after such disagreement and shall meet to consider same within forty-eight hours. The parties hereto agree that the decision of this Board shall be final and binding to them. These time limits may be extended by mutual agreement.
4. In the event of failure of the Board to decide any matter submitted to it, representative of the parties shall forthwith agree upon a fifth disinterested party who shall act as an Arbitrator and agree that said Arbitrator's decision shall be final and binding upon the.

Section 6.2 – The jurisdiction and authority of the Arbitrator shall be confined exclusively to the application or interpretation of a specific provision of provisions of the agreement at issue between the Union and the Employer. This is not intended to limit the Arbitrator's consideration of the entire agreement in determining his award. The Arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this agreement. Pre-arbitration briefs may be waived by mutual agreement. The award of the Arbitrator shall be written and shall be final and binding upon both parties. The expenses of the Arbitrator are to be borne equally by both parties.

Section 6.3 – Any time limits established herein may be extended by mutual agreement between the parties.

Section 6.4 – Both parties agree not to use strikes, lockouts, or other economic weapons to settle any grievance or dispute concerning the application or interpretation of this agreement, but to settle it in the manner provided above. It is further understood that the duly authorized representative of Local Lodge No. 63 and District Lodge No. W24 shall have the authority on behalf of the Union to enforce the terms of this agreement.

ARTICLE 7 – HEALTH AND WELFARE AND DENTAL

After January 1st 2019

	Anthem PPO Eff 1/1/2019, Jan 1 thereafter	
	In - Network	Out -of Network
General Plan Provisions		
Deductible Single / Family	\$400 / \$800	\$1,200 / \$2,400
Co-Insurance (Employee's Share)	20%	50%
Out of Pocket Maximum (Includes Deductible - 2 per family) *	\$1,500 / \$3,000	\$5,000 / \$10,000
Lifetime Max	Unlimited	
Annual Max	NA	
Preventive Care	100%	Not covered
Routine physicals, hearing exams gynecological exams, mammograms		
Physician Office Services **		
PCP	\$25 Copay	50% after ded
Specialist	\$35 Copay	50% after ded
Diagnostic (Outpatient Facility) Lab work, Xrays, CAT, MRI, PET	20% after ded	50% after ded
Hospital Services	20% after ded	50% after ded
Call to Precertify		
Hospital Copay	none	none
Immunizations	100%	Not covered
Allergy test and treatments	20% after ded	50% after ded
Hospital Outpatient Surgery	20% after ded	50% after ded
Emergency Care	\$200 copayment	\$200 copayment
Urgent Care	\$50 copayment	50% after ded
Walk In Clinic (Little Clinic, CVS)	\$25 copay	50% after ded
Home Health Care (limit 30 visits per calendar year)	20% after ded	50% after ded
Physical & Occupational Therapy (Outpatient) 40 visit limit	20% after ded	50% after ded
Speech Therapy (Outpatient) Max 20 Visits	20% after ded	50% after ded
Mental Health Treatment / Substance Abuse		
Inpatient	20% after ded	50% after ded
Outpatient Physician Services	\$25 copay	50% after ded
Outpatient - Facility (limit 60 days)	20% after ded	50% after ded
Chiropractic (10 visits maximum per CY)	20% after ded	50% after ded
Durable Medical Equipment	20% after ded	50% after ded
Hospice Care	20% after ded	50% after ded
RX (retail 30 day supply)		
Generic	\$10, or lesser of	
Formulary Brand	\$30	
Non-Formulary Brand	\$50	
	Mail-order Maint. program / 90 day supply , 2 copay max	
	Target Pricing (Statins/PPIs/Blood Glucose Strips)	
	Axiom Specialty Pharmacy	
Active Employee Weekly Contributions:Med/Dental/Vision	Effective 1/1/19 and increase January 1 thereafter	
Employee Only	\$10 + \$0.50	
Employee + Spouse	\$22.00 + \$1.00	
Employee + Child(ren)	\$17.50 + \$0.50	
Employee + Spouse + Child(ren)	\$27.00 + \$1.00	
Working Spouse Fee (weekly)		
Integrated Health Model (disease management, complex case management, health advocate, etc.	Included	

*eff 7/1/15, for Company proposal, deductibles, associate co-insurance, office visit copayments and Rx co-payments apply to OOPM;

** coinsurance and deductible apply for services beyond office visit copayment

Basic Life \$20,000 / AD&D \$20,000 / Spouse \$1,000 / Child \$1,000

Short Term Disability - Weekly Benefit of \$500 not to exceed 60% of weekly income. 1st day injury/3rd illness. 26 weeks is maximum benefit period.

Voluntary Term Life - \$10,000 option - Guarantee Issue at Initial Open Enrollment and New Hires

DENTAL

Available to Active Employees Only:

Dental	High Option
Annual Deductible	
- Basic/Minor	\$50.00
- Orthodontia	\$100.00
Dental Benefits	
- Preventive	100%
- Basic	80%
- Major	60%
- Orthodontia (Child Only)	50%
Annual Maximum	\$2,000
Orthodontia Maximum (Lifetime)	\$1,500

Your Coverage with a VSP Doctor

WellVision Exam[®] focuses on your eye health and overall wellness

- \$10 copayevery calendar year

Prescription Glasses

- \$15 copay

Lenses.....every calendar year

- Single vision, lined bifocal, and lined trifocal lenses.
- Polycarbonate lenses for dependent children.

Frame.....every other calendar year

- \$130 allowance for a wide selection of frames
- \$180 allowance for featured frame brands
- 20% off the amount over your allowance.

-OR-

Contact Lens Care

- No copayevery calendar year

\$130 allowance for contacts and the contact lens exam (fitting and evaluation).

Diabetic Eyecare Plus Program services related to Type 1 and Type 2 diabetes including medical follow-up exams; specialized screenings and tests. Ask your VSP doctor for more details.

- \$20 copay (each service)..... Unlimited

Extra Discounts and Savings

Glasses and Sunglasses

- Average 35 - 40% savings on all non-covered lens options
- 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your exam. Or get 20% off from any VSP doctor within 12 months of your last exam

Contacts

- 15% off cost of contact lens exam (fitting and evaluation)

Laser Vision Correction

- Average 15% off the regular price or 5% off the promotional price. Discounts only available from contracted facilities.
- After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor

Your Coverage with Other Providers

Visit vsp.com for details. If you plan to see a provider other than a VSP doctor.

Exam Up to \$100

Single vision lenses Up to \$50

Lined bifocal lenses Up to \$75

Lined trifocal lenses Up to \$100

Frame Up to \$70

Contacts Up to \$105

VSP guarantees service from VSP doctors only. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

ARTICLE 8 – PENSION

Section 8.1 - Complete Withdrawal from the Western Metal Industry Pension Fund. With respect to the Western Metal Industry Pension Fund, the parties hereby agree that the Employer's final contribution to the Western Metal Industry Pension Fund shall be based on hours earned through June 29, 2018. Accordingly, the parties further understand and agree that the Employer has experienced a complete withdrawal from the Western Metal Industry Pension Fund, effective as of the immediately following day, June 30, 2018 ("Withdrawal Date"), pursuant to the rules and regulations under Section 4203 of the Employee Retiree Income Security Act ("ERISA").

Retirement Benefits. The parties understand and agree that the Western Metal Industry Pension Fund shall continue to be responsible for any pension benefits earned and vested by current and former employees of the Swan Island Dairy in the Western Metal Industry Pension Fund through the date immediately preceding the Withdrawal Date.

The parties further understand and agree that retirement benefits for service with the Employer on and after the Withdrawal Date will be as provided below:

Effective on July 1, 2018, employees of the bargaining unit shall be eligible to become participants in the Kroger Co 401(k) Retirement Savings Account Plan ("the 401(k) Plan" a 401(k)-safe harbor qualified retirement plan governed by ERISA, subject to the 401(k) Plan's rules and regulations. Employees of the bargaining unit shall participate in the 401(k) on the same basis as other associates who participate in the 401(k) plan. It is understood that the 401(k) Plan sponsor retains the right to make changes to the 401(k) Plan at its discretion. Employees may elect to make voluntary contributions to their retirement account as provided by law. The Employer agrees to deduct such voluntary contribution amounts from employee's checks, as designated by written authorization, and to remit such amounts to the 401(k) Plan sponsor. In the event of any conflict or apparent conflict between the provision and the full text of the 401(k) Plan document, the full text of the 401(k)-plan document will control.

ARTICLE 9 – JURY DUTY

Section 9.1 – After six (6) months employment, regular employees who are called upon for jury service in a municipal, county, state or federal court shall advise the Employer upon receipt of such call, and if taken from his work for such service shall be reimbursed, as provided herein, for any loss of wages while actually performing such service; provided he exhibits to the Employer his properly endorsed check and permits the Employer to copy the check or voucher he received for such service. The amount the employee shall be reimbursed shall be determined by subtracting the amount he received for such service from the amount he would have earned at his regular day's rate during the regular working days he missed while performing such service. To be entitled to such reimbursement, the employee who reports for jury duty and is excused, must report immediately to his Employer to determine if work is available for him. Time spent on jury duty for which the Employer reimburses an employee shall not count towards an eight (8) hour day, or a forty (40) hour week for purposes of overtime.

ARTICLE 10 – SICK LEAVE

Section 10.1 - "Sick Leave will be administered based on the Oregon Sick Leave Act. Any unused sick leave shall be accumulated into a sick leave bank of not more than three hundred and twenty (320) hours. Sick Leave used shall be deducted from the accumulated bank. In no event shall an employee who actually works part of a calendar week receive pay for straight-time worked and sick leave pay which totals more than forty (40) straight-time hours per week."

Section 10.2 – Payment for sick leave days shall be based on the employee's established schedule.

Section 10.3 – Loss of working time as a result of an accident or injury as recognized by the Workmen's Compensation Board or as recognized under the provisions of Paragraph 10.1, suffered during the course of employment, shall be subject to sick leave benefits in accordance with above to the extent of the difference between disability benefits paid by Workmen's Compensation and the employee's regular pay for an eight (8) hour day and/or forty (40) hour week or to the extent of the difference between the time loss benefits paid by the employees' health and welfare program and the employees' regular pay for an eight (8) hour day and/or forty (40) hour week. Employees may continue to receive sick leave benefits under this provision up to their accumulated sick leave bank.

ARTICLE 11 – CESSATION OF WORK

Section 11.1 – During the term of this agreement there shall be no authorized strike by the Union, or lockout by the Employer, it being understood the Union and the Employer will abide by the provisions of the grievance procedure.

Section 11.2 – In the event a strike occurs which is unauthorized by the Union, the Employer agrees that there shall be no liability on the part of the Union, its officers or its agents, provided the Union shall, as soon as possible after notification by the Employer of such unauthorized action, post notice at the plant of the Employer that such action is unauthorized action, post notice at the plant of the Employer that such actions in unauthorized by the Union, and promptly take steps to return its members to work.

Section 11.3 – The Employer may discharge any employee for taking part in an unauthorized strike.

Section 11.4 – Notwithstanding any provision of this rule, it shall not be a violation of this agreement to refuse to cross the picket line established by any other Union representing employees in the plant of the Employer if such employees are engaged in a strike which is properly sanctioned.

ARTICLE 12 – WAGE SCHEDULE

Section 12.1 – The wage rate for Maintenance Machinists is as follows:

Position	1/14/2018	Increase	1/13/2019	Increase	1/12/2020	Increase
Machinist	\$30.49	\$1.17	\$31.41	\$0.91	\$32.35	\$0.94
Planner/Scheduler	\$31.65	\$1.22	\$32.60	\$0.95	\$33.57	\$0.98
Maintenance Lead	\$34.26	\$1.32	\$35.29	\$1.03	\$36.34	\$1.06
Junior Machinist	\$27.02	\$1.04	\$27.83	\$0.81	\$28.66	\$0.83
Parts Receiver	\$22.18	\$0.85	\$22.85	\$0.67	\$23.53	\$0.69
		4%		3%		3%

Section 12.2 – In the event of resignation, layoff, reduction in force, or any other type of voluntary or involuntary termination, the Company will mail the employees final pay, including unused earned vacation, to their address on file with Human Resources. This final check will be processed with the next scheduled pay cycle.

Section 12.3 – Employees working swing shift shall receive a premium of twenty-five cents (\$0.25) per hour and employees working grave shift shall receive a premium of fifty cents (\$0.50) per hour for each compensable hour worked on that shift.

Section 12.4 – Qualification Pay

Certification Program Name	Rate
LME Certification for the State of Oregon	\$3.00 per hour
Advanced PLC with programming course or Equivalent Community College Course	50¢ per hour
Variable Frequency Drive (VFD) (three day),	50¢ per hour
Industrial Forklift Mechanic Certification by manufacturer on forklifts used in plant	\$1.00 per hour
Certified Industrial Refrigeration Operator II	50¢ per hour
Boiler Tech Level II training at GCAP or equivalent course	50¢ per hour

To maintain incentive pay and be qualified for job specific overtime, employees must be up-to-date on any and all trainings and be able to demonstrate proficiency annually; evaluated by a third party. If the associate fails to pass the recertification test, then they may retest during the next testing cycle (no earlier than 6 months after failing). All qualifications being equal, the senior most Associate will be awarded overtime.

Annually, there will be team meeting to forecast the training needs for the year. Selection for specialty training will be determined by a team of a minimum of three people including a maintenance department lead and neutral party.

When an employee is required to work within the duties of more than one (1) classification, the employee shall be paid the hourly wage for the actual time worked in the higher classification, provided that the employee works four (4) or more hours per day in the higher classification.

Section 12.5

There will be a maximum of four (4) bids for each bid job opening during the rebid process. Then job will be assigned. When an entire shift or individual bid changes working hours by more than two (2) hours, the individual shift or bid must be open for bid. Multiple shift changes that exceed the original bid/schedule by two (2) hours must be open for bid.

ARTICLE 13 – FUNERAL LEAVE

Section 13.1 –

Bereavement leave will be administered based on the Bereavement Act. An employee who has completed 740 hours of straight time compensable service shall be allowed up to three (3) days' pay at the straight time rate for the purpose of attending the memorial or funeral service.

ARTICLE 14 – DRUG TESTING

Section 14.1 – The Employer may require the employee to submit to a legally recognized drug or alcohol test at the Employer's expense, if the Employer has reasonable ground to believe the employee is under the influence of alcohol or drugs. An employee who tests positive shall be entitled to have a second test performed using a different disclosure method to verify the accuracy of the test results. Time spent in such testing shall be on Company time; however, any employee refusing to submit to a drug or alcohol test shall be taken off the clock effective with the time of the Employer's request. An employee who refuses to take a drug or alcohol test upon request shall be subject to termination.

ARTICLE 15 – CONTRACT MINIMUMS

Section 15.1 – The terms of this Agreement are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and other employee benefits in effect, and may reduce the same to the minimums herein prescribed without the consent of the Union.

ARTICLE 16 – NON DISCRIMINATION

Section 16.1 – The Company and the Union agree that each will fully comply with the applicable laws and regulation regarding discrimination against any employee or applicant for employment because of such person's race, color, religion, age, sex, disability, or national origin. Both parties recognize in all cases of conflict between the Americans with Disabilities Act and any provisions of this Agreement or any practice under any provision of this Agreement, the Americans with Disabilities Act shall prevail.

ARTICLE 17 – MANAGEMENT RIGHTS

Section 17.1 – The Union recognizes that the Company has retained all rights to allocate its resources, manage its facilities, and direct the work force except as limited by specific terms of this Agreement.

ARTICLE 18 – SUBCONTRACTING

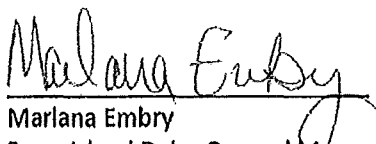
Section 18.1 – The Company agrees not to subcontract work to another company where it would result in the layoff of employees working without giving the Union notice and affording the Union the opportunity to bargain concerning such change. Subcontracting shall not be defined to include the Company's past practice and present method of operation.

ARTICLE 19 – DURATION OF AGREEMENT

Section 19.1 – This Agreement shall be effective from January 14, 2018 through January 10, 2021, and from year to year thereafter unless either party to this agreement serves written notice as provided for herein. If either party wishes to modify or terminate this agreement, it shall serve written notice of such intention upon the other party sixty (60) days prior to the expiration or subsequent anniversary date. If any such notice to modify or terminate is served, the Union shall be free to strike or the Employer to lockout after the expiration date or subsequent anniversary date. All future agreements, whether new or modifications to this agreement, shall be retroactive to the expiration date or subsequent anniversary date of the previous agreement.

In witness whereof said parties to this agreement have set their hands and seals this 10 day of January, 2018.


For the Employer:
Kroger Manufacturing d/b/a
The Swan Island Dairy

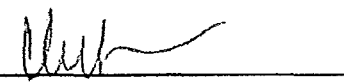
By: 
Marlana Embry
Swan Island Dairy General Manager

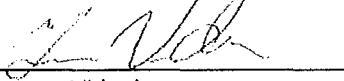
By: 
Scott Portman
Swan Island Dairy Human Resources

By: 
Josh Stimpson
HR & Labor Relations Manager

For the Union:
International Association of
Machinists and Aerospace Workers,
District Lodge No. W24

By: 
Larry Warren
District Lodge No. W24 Business Rep.

By: 
Christian Spencer
Swan Island Dairy, Shop Steward

By: 
Goran Vidovic
Swan Island Dairy, Associate
Representative