

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, 2024 – January 10, 2027

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Date of Ratification: March 14, 2024

## **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 (30<sup>th</sup>) 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.

Section 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.

**ARTICLE 3 – HOURS OF WORK**

Section 3.1 – Eight (8) consecutive hours, or ten (10) consecutive hours on a four (4) ten (ten) schedule in a work shift, exclusive of a lunch period, will constitute a normal day's work. Five (5) days on a five (5) eight (8) schedule or four (4) days on a four (4) ten (10) schedule 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 five (5) eight (8) hour work day, or ten (10) hours in a four (4) ten (10) hour workday; forty (40) hours in a regular workweek; and for work performed on the sixth (6th) consecutive workday 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 for internships and job shadowing of a non-union position. Consecutive hours of work and overtime rules will be altered to reflect the implemented schedule's normal workday.

12/15/2023 10:00 AM

**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 480 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 – Holidays shall be observed on the day they are nationally observed.

**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 5.4

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.

$$\text{(Vacation time allowance/ [divided by] Hours worked*) [Multiplied]*Vacation time}$$

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 their shop steward acting on their behalf with their direct supervisor within a period of seven (7) days from the time the matter complained of arose or occurred. In the case of a suspension or termination, the Shop Steward or Business Representative of the Union must present in writing the dispute to Human Resources.
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. Failing a mutually satisfactory settlement within twenty-one (21) calendar days from the date the grievance is filed, the aggrieved party may refer the dispute to either a Joint Conference Board or arbitration as herein provided. If such referral is not made within twenty-one (21) calendar days, the other party shall have the right to claim waiver and their positions sustained.
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. The Joint Conference Board shall convene and hear evidence on the dispute and shall render a decision or notice in writing to both parties within five (5) days of the hearing. 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**

Effective January 1, 2025, the ensuing benefits shall come into force. Employees shall have the prerogative to select their benefits during the Employer's designated open enrollment period.

**Machinist Health & Welfare Plan  
Gold Plan A**

Fund Name	Company Plan - Non Consolidated	
Fund Division	Swan Island Machinists	
Benefit Plan Effective Date	Effective 1/1/2025	
Plan Type	Single Plan - PPO	
Spouses & Dependents		
Single Coverage	All Plan Participants	
Dependent (Child) Coverage	YES - (FT / PT)	
Dependent & Spouse Coverage	YES - (FT / PT)	
Coordination of Benefits	COB up to plan provisions	
Weekly Contribution (Composite)	Effective 1/1/2025	
Employee Only	\$9.00	
Employee + Spouse	\$22.50	
Employee + Child(ren)	\$18.00	
Employee + Family	\$27.00	
Working Spouse Fee (Monthly)	\$23.08	
Weekly Contribution (Composite)	Effective 1/1/2026	
Employee Only	\$9.00	
Employee + Spouse	\$22.50	
Employee + Child(ren)	\$18.00	
Employee + Family	\$27.00	
Working Spouse Fee (Monthly)	\$23.08	
Weekly Contribution (Composite)	Effective 1/1/2027	
Employee Only	\$9.00	
Employee + Spouse	\$22.50	
Employee + Child(ren)	\$18.00	
Employee + Family	\$27.00	
Working Spouse Fee (Monthly)	\$23.08	
Weekly Contribution (Composite)	Thereafter	
Employee Only	+\$0.50 per year	
Employee + Spouse	+\$1.00 per year	
Employee + Child(ren)	+\$0.50 per year	
Employee + Family	+\$1.00 per year	
Working Spouse Fee (Monthly)		
Medical Plan Essentials	In Network	Out of Network
Preventive Care / Immunizations	100%	Not Covered
Predominant Co-Insurance (ER Share)	80%	50%
Annual Deductible: Single / Family	\$650 / \$1,300	\$1,300 / \$2,600
OOP Max: Single / Family (Includes Deductible)	\$2,650 / \$5,300	\$5,300 / \$10,600
Annual Maximum Benefit	Unlimited	
Lifetime Maximum Benefit	Unlimited	
Point of Service Copays	In Network	Out of Network
PCP Office Visit	\$25 Copay	50% after ded
Specialist Office Visit	\$35 Copay	50% after ded
Urgent Care Visit	\$50 Copay	50% after ded
Walk in Clinic (Little Clinic / Minute Clinic)	\$10 Copay	50% after ded
Diagnostic / Allergy Tests	20% after ded	50% after ded
Hospital Services (Inpatient / Outpatient)	20% after ded	50% after ded
Emergency Room Copay	\$200 Per Admission + Coinsurance	
Fee Waived if Admitted	Yes	
Other Services	In Network	Out of Network
Physical / Occupational Therapy (Limit 40 visits per year)	20% after ded	50% after ded
Chiropractic (Limit 24 visits per year)	20% after ded	50% after ded
Home Health Care (Limit 30 visits per year)	20% after ded	50% after ded
Speech Therapy (Limit 20 visits per year)	20% after ded	50% after ded



Mental Health / Substance Abuse	In Network	Out of Network
Outpatient Physician Services	\$25 Copay	50% after ded
Inpatient Services	20% after ded	50% after ded
Inpatient Services	20% after ded	50% after ded
Rx Plan (KPP Provider)	In Network	Out of Network
Day Supply - Retail	30 Days	
Generic	Min: Greater of \$10 or 10%	Max: \$20
Formulary Brand	Min: Greater of \$20 or 20%	Max: \$50
Non-Formulary Brand	Min: Greater of \$35 or 30%	Max: \$75
Specialty - Generic	Min: 8% Coinsurance	Max: \$100
Specialty - Formulary Brand	Min: 15% Coinsurance	Max: \$250
Specialty - Non Formulary Brand	Min: 25% Coinsurance	Max: \$400
Day Supply - Mail Order & Retail	90 Days Supply	
Generic	Min: Greater of \$25 or 10%	Max: \$40
Formulary Brand	Min: Greater of \$50 or 20%	Max: \$100
Non-Formulary Brand	Min: Greater of \$75 or 30%	Max: \$150
Dental Plan	In Network	Out of Network
Eligibility Requirement	Tied to Medical	
Annual Deductible (For Basic and Major Services)	\$50	
Preventive Coinsurance	100%	
Basic Coinsurance	80%	
Major Coinsurance	60%	
Annual Maximum Benefit	\$2,000	
Orthodontic Lifetime Deductible	\$100	
Orthodontic Coinsurance	50%	
Orthodontic Lifetime Maximum	\$1,500	
Vision Plan	In Network	Out of Network
Eligibility Requirement	Tied to Medical	
Routine Exam (Every 12 Months)	\$10 Copay - Covered 100%	Covered up to \$50
Lenses (Every 12 Months)	\$15 Copay - Covered 100%	Single Vision - Up to \$50
		Bifocal - Up to \$75
		Trifocal - Up to \$100
		Lenticular - Up to \$125
Frame (Every 24 Months)	\$150 Allowance, then 20% off remaining balance	Covered up to \$70
Contact Lenses - Elective Conventional (Every 12 Months)	\$150 Allowance, then 15% off remaining balance	Covered up to \$105
Contact Lenses - Elective Disposable (Every 12 Months)	\$150 Allowance, no additional discount	Covered up to \$105
Contact Lenses - Non Elective (Every 12 Months)	Covered 100%	Covered up to \$120
Diabetic Eyecare Plus Program (Type 1 or 2) - Unlimited	Covered Under Medical - See Specialist Visit Copay	
Integrated Health Model (disease management, complex case management, health advocate, etc.)	Included	
*Deductibles, Associate Co-insurance, Office Visit Copayments and Rx Copayments Apply to OOPM		
Basic Life \$25,000 / AD&D \$25,000 / Spouse \$5,000 / Child \$2,500		
Short Term Disability - Weekly Benefit of \$500 not to exceed 66 2/3% of weekly income. 7 day injury / 7 day illness. 26 weeks is maximum benefit period.		
Voluntary Term Life - \$10,000 option - Guarantee issue at Initial Open Enrollment and New Hires		



## **ARTICLE 8 – PENSION**

Section 8.1 - 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. The Company agrees to place information on bulletin board within the department and include 401K information for new employees in the new hire packet. If ever the Company changes vendors, the Company will request a representative from such vendor to cover the benefits offered to the member and assist with enrollment. Such assistance is to be done as soon as practical.

## **ARTICLE 9 – JURY DUTY**

Section 9.1 – 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, nut 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	Rate 1/12/2023	6% Increase	Rate 1/14/2024	3.75% Increase	Rate 1/12/2025	3% Increase	Rate 1/11/2026
Maintenance Lead	\$ 39.71	\$ 2.38	\$ 42.09	\$ 1.58	\$ 43.67	\$ 1.31	\$ 44.98
Planner/Scheduler	\$ 36.68	\$ 2.20	\$ 38.88	\$ 1.46	\$ 40.34	\$ 1.21	\$ 41.55
Machinist	\$ 35.35	\$ 2.12	\$ 37.47	\$ 1.41	\$ 38.88	\$ 1.17	\$ 40.05
Parts Receiver	\$ 25.71	\$ 1.54	\$ 27.25	\$ 1.02	\$ 28.27	\$ 0.85	\$ 29.12
Junior Machinist	\$ 31.32	\$ 1.88	\$ 33.20	\$ 1.25	\$ 34.45	\$ 1.03	\$ 35.48

Section 12.2 – Junior Machinist rates are as follows and subject to the completion of each step of the company’s progression program:

Junior Machinist	Rate 1/14/2024	Rate 1/12/2025	Rate 1/11/2026
Step 1: 88.6%	\$ 33.20	\$ 34.45	\$ 35.48
Step 2: 91%	\$ 34.10	\$ 35.38	\$ 36.45
Step 3: 94%	\$ 35.22	\$ 36.55	\$ 37.65
Step 4: 97%	\$ 36.35	\$ 37.71	\$ 38.85

The Company and Maintenance Lead(s) will review and determine when an employee is qualified for 100% of Machinist rate.

Section 12.3 - 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. In addition, employees shall receive unused accrual sick time and personal days as described below. This final check will be processed with the next scheduled pay cycle.

5 – 10 years of service	60% of earned time
10 years of service or more	100% of earned time

Section 12.4 – Employees working swing shift shall receive a premium of fifty cents (\$0.50) per hour and employees working grave shift shall receive a premium of one dollar (\$1.00) per hour for each compensable hour worked on that shift.

Section 12.5 – 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 12.6

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. Employees who have not worked the required hours shall be granted the time without pay. Nothing in this Article shall conflict with Federal or State protected leave or pay.

## **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 – SUCCESSORSHIP**

In accordance with National Labor Relations Act (NLRA) and Burns International Security Services, 406 U.S.>272 (1972), the Company and its successors, assigns, or future purchasers are bound to such Act.

**ARTICLE 20 – DURATION OF AGREEMENT**


Section 19.1 – This Agreement shall be effective from January 14, 2024, through January 10, 2027, 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.

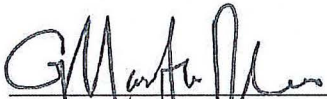
In witness whereof said parties to this agreement have set their hands and seals this 12 day of June, 2024.


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

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

By:   
Aaron Benton  
Swan Island Dairy General Manager

By:   
Carol Krohn  
District Lodge No. W24 Business Rep.

By:   
Gabriela Martinez-Moreno  
Swan Island Dairy Human Resources

By:   
Frank Distefano  
Swan Island Dairy, Shop Steward

By:   
Jerad Coine  
Logistics Labor Relations Manager

By:   
Goran Vidovic  
Swan Island Dairy, Associate  
Representative



**From:** [iamsurveyadmin](#)  
**To:** [DataInfoGroup](#)  
**Subject:** SRF-5  
**Date:** Saturday, November 30, 2024 7:44:09 PM

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**Username:** 95B265B9-1E0D-409B-BE40-2608E5A85665  
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**Survey Start Date:** Saturday, 30 November 2024 19:15:13  
**Survey Completed Date:** Saturday, 30 November 2024 19:43:10

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## IAMAW SRF-5

### CONTRACT DETAILS

Submitted by:

Carol Krohn

Submitted by Title:

*(i.e., Business Representative)*

Business Representative

Email Address:

carol@iamw24.org

Employer Industry

Food and Beverage Manufacturing & Related

Effective Date

01/14/2024

Expiration / Amendable Date

01/10/2027

Sector

Private (Non-Government)

Statute

Not Answered

Does the contract contain a provision for ...

Check-Off Dues                      Yes

Check-Off MNPL / MCPL      No

Check-Off Guide Dogs          No

Is this a ...

First Agreement

Master Agreement

Coordinated Bargaining Agreement

Aerospace (Related)

Health Care (Related)

Service Contract Act (Related)

Products Manufactured / Services

Dairy product/maintenance services

Association (if applicable)

Kroger

**IAMAW SRF-5**

**SITE DETAILS**

*If the contract covers more than one site, please provide data for sites individually.*



Employer

Swan Island Dairy

Tradestyle Operation / Division

Kroger

Former employer name

*If applicable.*

Not Answered

Work Place Address

4950 N Basin Ave

City

Portland

State / Province

Oregon

Zip Code

97217

Reported # of Barg Unit Employees at Site

15

Reported # of IAM Members in Unit at Site

15

Union Status

Dues Required / Agency Fee

Corporate Address (If different from Work Place Address)

Not Answered

Parent Company Name

Not Answered

Ultimate Parent Company Name

Not Answered

NAIC **[FOR IAM S.R. USE ONLY]**

*(To be completed by IAM S.R. Staff)*

Not Answered

District Lodge

24

Local Lodge

63

Territory / Territories

Western

Does this contract cover other site(s) not yet listed?

No

## **IAMAW SRF-5**

### **WAGE DETAILS**

Average Hourly Wage (\$)

*If the bargaining unit wages are annual salaried classifications, divide the annual by 52 weeks and then by 40 hours.*

\$37.47

Wage Memo

Not Answered

General Wage Increases and/or Lump Sum Payments

Please indicate if \$ or %. If no increase is negotiated, please enter "Zero"

	Effective Date	Category	Amount	Memo
First	01/14/2024	General Wage Increase (%)	6%	
Second	01/14/2025	General Wage Increase (%)	3.75%	
Third	01/14/2026	General Wage Increase (%)	3%	
Fouth				
Fifth				
Sixth				

Is there a COLA Clause?

No

If yes, what is the formula?

Not Answered

**IAMAW SRF-5**

**OCCUPATION DETAILS**

Occupation(s)

Skilled Trades - Maintenance & Repair

**IAMAW SRF-5**

**HEALTH CARE / BENEFITS DETAILS**

Employee Premium Contribution

	Name	Date Rate Effective	Coverage Tier	Amount Type	Amount	Frequency	Memo
1	Dental Plan	01/01/2024	Employee Only	Dollar (\$)		Per Week	
2	Health	01/01/2024	Employee	Dollar (\$)		Per Week	

3	Plan Vision Plan	01/01/2024	Only Employee Only	Dollar (\$)	Per Week
4					
5					
6					
7					
8					
9					
10					

**IAMAW SRF-5**

**EMPLOYEE SAVINGS DETAILS**

	Formula Contribution Type
1	401(K) / Savings Plan      No Employer Contribution
2	
3	

**IAMAW SRF-5**

**PENSION DETAILS**

Penson / Retirement

	Name	Date	Rate	Effective	Category	Amount	Type	Amount	Frequency	Memo
1										
2										
3										
4										
5										

**IAMAW SRF-5**

**OTHER UNIONS ON SITE**



Name(s)

Teamsters

Memo

Not Answered

**IAMAW SRF-5**

**CONTRACT LANGUAGE DETAILS**

Type(s) of Contract Language

Please select all that apply

Language Limiting Plant Closing  
Language Limiting Subcontracting

Memo

Not Answered

**IAMAW SRF-5**

**ADDITIONAL COMMENTS AND/OR DETAILS**

Additional Comments and/or Details

Not Answered

**IAMAW SRF-5**

**UPLOAD CONTRACT DOCUMENT**

Please attached an electronic version of the Contract here.

Swan Island CBA Jan 2024- Jan 2027 (1).pdf - 3 MB  
For security reasons, this link will expire after 168 hours. [Download File](#)

