

AGREEMENT

between

WHITEWAVE FOODS,
Mt. Crawford, VA

and

LOCAL UNION NO. 29

Affiliated with the
International Brotherhood of Teamsters

For the Period

January 29, 2006 through and including January 31, 2009

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AGREEMENT

THIS AGREEMENT is made as of this twenty-ninth (29th) day of January, 2006, by and between TEAMSTER LOCAL UNION NO. 29, affiliated with International Brotherhood of Teamsters, hereinafter called the "Union", and WhiteWave Foods, Mt. Crawford, Virginia, hereinafter called the "Employer", "Management" or "Company".

WITNESSETH: That, therefore, the Employer and the Union, acting by their duly authorized agents agrees as follows:

ARTICLE 1 **UNION RECOGNITION, CHECK OFF, & REPRESENTATIVES**

Section 1. The Employer hereby recognizes the Union as the sole collective bargaining agent for all production and maintenance employees in the Employer's Mount Crawford, Virginia, plant/facilities including laboratory employees, but excluding all office clerical employees, guards, field persons and supervisors within the meaning of the National Labor Relations Act.

Section 2. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. It is further agreed that if the Company sells its business in entirety or in part, the Company shall include as a condition of such sale that the purchaser shall be bound by all conditions of this contract.

Section 3. The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees, and/or uniform assessment of the Union provided the Employer has received from each employee on whose account such deductions are made, a written assignment which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. The Employer agrees to remit to the Union all such deductions. The Union shall certify to the Employer, in writing, each month, a list of its members working for the Employer, who have furnished to the Employer the required authorization, together, with an itemized statement of dues, and/or initiation fees and uniform assessments owed and to be deducted for each month from the pay of such members, and the Employer shall deduct such amount from the first pay check following receipt of the statement and certification of the member, on a weekly basis, and shall remit same to the Union, on a monthly basis, by the 25th day of the month.

The Union agrees to hold the Employer harmless for any errors or omissions or complaints arising out of or involving this Section 3.

Section 4. The Business Agent bearing credentials from the Union, shall be allowed in the plant during the working hours upon presenting himself/herself to the Plant Manager or

his/her designee (as appropriate), and provided that there shall be no interference with work. Such Business Agent shall have the right to examine time sheets or dispatch sheets of any individual whose pay is truly in dispute upon reasonable and timely application to the Plant Manager and/or his/her designee.

Section 5. The Employer recognizes the right of the Local Union to designate Shop Stewards and alternates from the Employer's seniority list. The authority of Shop Stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

- 1.) The investigation and presentation of grievances to the Employer or the designated Employer representatives;
- 2.) The collection of dues when authorized by appropriate Local Union action;
- 3.) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - a) have been reduced to writing; or
 - b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business

Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authority of Shop Stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike, slow-down or work stoppage or other action.

Section 6. The Company will provide each new hire with a packet of information, to be provided by the Union, and will inform the new hire that the Union has requested that the new hire complete and return the authorization material to a Union Steward.

The Company will provide, on a weekly basis, to a Steward designated by the Union, a list of names of any new employees hired into the bargaining Unit.

ARTICLE 2

MANAGEMENT PREROGATIVES

Section 1. All management rights, functions and responsibilities which the Company has not expressly modified by a specific provision of this Agreement are retained and vested exclusively in the Company, including but not limited to the discretion and right to manage the business, plant and facilities, direct the operation and workforce, determine workforce size and qualifications, discharge and discipline for cause, establish work related rules, policies and procedures, establish regulations on personal grooming and wearing of uniforms, contract out and transfer work, determine the scope, nature and location of work, to close and generally to establish the wages, hours and terms and conditions of employment.

The Company shall not exercise its right to subcontract unreasonably and will consult with the Union prior to laying off employees as a direct result of any decision to subcontract work historically performed by the bargaining unit.

The failure of the Company to exercise any right or prerogative shall not constitute a waiver thereof, and the particular exercise of any right, discretion or prerogative shall not obligate the Company to do the same in future situations.

Section 2. The Company will only use an outside labor pool in the plant for legitimate reasons and not in place of or to displace regular employees. Supervisors will not perform bargaining unit work except in emergencies, or for purposes of training or testing.

In the event an outside employee is worked a total of 45 days in a 90-day consecutive day period to fill a vacancy, except in case of proven illness or injury, such job will be posted for bid.

Section 3. The Company agrees not to enter into any other Agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void except that the Employer may “in good faith” settle or compromise any real or threatened claim or charge filed against it or its officers/agents with a government agency or Court and the Employer may provide benefits and wages in excess of the minimum amounts established herein provided the same is not done in a discriminatory manner in violation of Article 21 (Non-Discrimination) of Union affiliation.

ARTICLE 3
WORK HOURS, OVERTIME AND SHIFT DIFFERENTIAL

Section 1. The normal workweek for all employees begins at 12:01 A.M. Sunday and ends at 12 midnight Saturday. The normal workweek is five (5) days for eight (8) hour shift employees, four (4) days for ten (10) hour shift employees, and alternating three-four (3/4) days for twelve (12) hour shift employees. Each regular full-time employee who reports for his/her entire scheduled work during the week shall be guaranteed his/her weekly scheduled hours per workweek if scheduled for twelve (12) hour shifts, and forty (40) hours per workweek if scheduled for eight (8) or ten (10) hour shifts, unless out in whole or part because of strike, labor dispute, an Act(s) of God, or any other circumstance beyond the Employer's direct control.

Section 2. Time and one-half (1 ½) shall be paid for all hours worked in excess of (40) hours in a workweek, and for all hours worked in excess of the employee's regular scheduled shift (i.e., eight (8) hours per day; ten (10) hours per day; or twelve (12) hours per day).

Section 3. There shall be no pyramiding of overtime.

Section 4. Each employee who reports for work at the request of the Company other than his/her regular scheduled workday, or who is called back to work after going home, shall be guaranteed one-half (½) of the hours for that shift.

All shift continuation overtime work shall first be offered to qualified personnel on the floor in seniority order. All other scheduled overtime work shall be offered to qualified personnel in seniority order. If insufficient personnel are available on a voluntary basis, the process of reverse seniority shall apply. Employees shall be worked on a rotating basis to allow each employee off two (2) weekends (Saturday/Sunday) per month, except twelve (12) hour shift employees shall be worked to allow off alternating weekends (Saturday/Sunday). In no event shall the Company be compelled to work an employee at the overtime rate when there are employees available to work at straight-time. This provision does not apply to personnel whose regularly assigned work includes Saturday and/or Sunday work.

Section 5. Employees who begin a shift on or after 12:00 noon but no later than 12:00 midnight shall be paid sixty cents (\$.60) per hour for shift differential above the regular hourly rate of pay for such work for the entire shift, including overtime continuation work.

Section 6. The Company may change the normal work hours and shift schedules for business reasons, and seniority shall prevail as provided herein.

Section 7. Employees shall be entitled to paid breaks, as follows:

- for eight (8) hour shift - two (2) fifteen (15) minute breaks
- for ten (10) hour shift - two (2) twenty (20) minute breaks
- for twelve (12) hour shift - three (3) fifteen (15) minute breaks

ARTICLE 4
PROBATIONARY PERIODS

Section 1. A new employee shall work under the provision of this Agreement, but shall be employed only on a sixty (60) day trial basis, during which period the employee may be assigned work or discharged without further recourse. After sixty (60) days, the employee shall be put on the regular seniority list, and the employee's employment date shall be as of his/her first day or employment. Probationary employees shall not receive any pay for time not worked during the probationary period.

Section 2. Each new employee shall be paid as follows:

During sixty (60) day probation	-	80% regular classification rate
61 st day to one (1) year of employment	-	90% regular classification rate
End of first (1 st) year of employment	-	100% regular classification rate

The Company reserves the right to accelerate the progression.

ARTICLE 5
JURY DUTY

Section 1. An employee called for jury duty and required to perform such duty shall be paid by the Employer during such period of jury duty an amount equal to the difference between the employee's fee as a juror and the straight-time pay he/she would have received had he/she been able to work.

ARTICLE 6
BEREAVEMENT LEAVES

Section 1. In case of death of the father, mother, stepfather, stepmother, sister, brother, husband, wife, son, daughter or parent-in-law of any employee, and where such employee finds it necessary to take time off from work to pay proper respect to the deceased, a maximum payment of three (3) days straight-time pay will be made to such employee for such time lost from work and one (1) workday for death of the employee's son-in-law, daughter-in-law, or grandparent, providing such employee notifies a proper representative of the Employer before absenting himself/herself from work.

ARTICLE 7
WAGES AND JOB CLASSES

Section 1. The regular hourly straight-time wage rate, job classifications, and effective dates (beginning payroll date – i.e. Sunday) applicable during the term of this Agreement are as follows:

JOB CLASSIFICATION	<u>1/29/06</u>	<u>1/28/07</u>	<u>1/27/08</u>
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CLASSIFICATION I (Plant Mechanics)

Senior Foreperson (Maintenance)*	Wage rate will be established by the test score plus \$1.50 per hour.		
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Maintenance Fore-person*	Wage rate will be established by the test score plus \$.75 per hour.		
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Controls & Instrumentation Tech – I	\$23.70	\$24.45	\$25.20
Utilities Technician	\$23.70	\$24.45	\$25.20
Maintenance Mechanic (Grade 7)	\$23.70	\$24.45	\$25.20
Maintenance Mechanic (Grade 6)	\$22.20	\$22.95	\$23.70
Maintenance Mechanic (Grade 5)	\$20.70	\$21.45	\$22.20
Maintenance Mechanic (Grade 4)	\$19.45	\$20.20	\$20.95
Maintenance Mechanic (Grade 3)	\$18.20	\$18.95	\$19.70
Maintenance Mechanic (Grade 2)	\$17.20	\$17.95	\$18.70
Maintenance Mechanic (Grade 1)	\$16.20	\$16.95	\$17.70

CLASSIFICATION 2

Senior Working Fore-person Control Room*	\$19.70	\$20.45	\$21.20
Working Fore-person Control Room*	\$18.70	\$19.45	\$20.20
Plant Fore-person *	\$18.70	\$19.45	\$20.20
Master Control Room Operator	\$18.20	\$18.95	\$19.70
Class A Control Room Operator	\$17.70	\$18.45	\$19.20
Filler Operator A	\$17.30	\$18.05	\$18.80
Class B Control Room Operator	\$17.20	\$17.95	\$18.70
Filler Operator B	\$16.55	\$17.30	\$18.05
Downstream Operator	\$16.29	\$17.04	\$17.79
Plant Relief	\$17.30	\$18.05	\$18.80
Laboratory Technician	\$16.55	\$17.30	\$18.05
Raw Milk Receiver	\$16.29	\$17.04	\$17.79
Sewage Pre-treatment Operator – IV	\$15.54	\$16.29	\$17.04

JOB CLASSIFICATION	<u>1/29/06</u>	<u>1/28/07</u>	<u>1/27/08</u>
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CLASSIFICATION 3

Cold Storage Fore-person*	\$18.70	\$19.45	\$20.20
Cold Storage Relief	\$15.90	\$16.65	\$17.40
Cold Storage CDL	\$15.90	\$16.65	\$17.40
Cold Storage	\$15.70	\$16.45	\$17.20
Warehouse	\$15.70	\$16.45	\$17.20
Palletizer Systems Operator Relief	\$16.70	\$17.45	\$18.20
Palletizer Systems Operator	\$16.45	\$17.20	\$17.95
Sanitation Worker	\$15.41	\$16.16	\$16.91
Parts Room	\$15.70	\$16.45	\$17.20

*Indicates Non-Bid positions. “Fore-person” is “working fore-person.”

Section 2. Nothing contained in this article shall be construed to require the continuation of any job or prevent a change to or elimination of any job(s) or job classification(s). Such job shall be bid in accordance with Article 12 (Job Bidding).

In the event a permanent Job is substantially and materially changed or a new classification is established, the Company shall meet with the Union and shall establish a reasonable rate of pay for the job.

Section 3. Employees in any regular job classification may be used temporarily in any lower job classification, but, for work done in such lower job classification, shall receive the wage rate for their regular job classification. Employees in any regular job classification, used in a higher job classification for up to one (1) hour, shall receive the regular wage rate for the higher job classification, for one (1) hour. Employees in any regular job classification, used in a higher job classification for more than one (1) hour, shall receive the regular wage rate for the higher job classification, for all hours worked for the day. In the case of permanent demotions, employees so demoted shall receive the regular wage rate for the job classification to which they are demoted.

Section 4. Upgrade Process

The following provisions apply to employees in certain job classifications to which certain criteria must be met in order to be upgraded from one (1) level to another within the job classification:

a) Maintenance Mechanics

Any employee who wishes to enter the Maintenance Department by way of a job bid award and/or job applicant who has been extended an offer of employment as a Maintenance Mechanic must take and successfully pass a mechanical and electrical aptitude test with a minimum overall score of 70%.

Each incumbent mechanic, at his/her discretion, will be offered the opportunity to take the test annually in the month of December in order to progress from one (1) classification to another. The Company will establish the testing dates.

Each test will consist of nine (9) categories. Tests will be administered independently by Massanutten Technical Center. Any employee who scores at the top level on any individual category will not be required to take that portion of the test in a future testing.

Each employee will be given the opportunity to review his/her test score. Test scores only will be revealed to the Union and the Employer, will be kept confidential, and will be retained in the respective employee's personnel file.

The following overall test scores will be used to determine pay grade placement and wage rates for all incumbent mechanics and employees entering the maintenance department for the first time on bids or as new hires.

<u>Test Score</u>	<u>Pay Grade</u>
70% - 74%	Grade 1
75% - 79%	Grade 2
80% - 84%	Grade 3
85% - 89%	Grade 4
90% - 93%	Grade 5
94% - 95%	Grade 6
96% or above	Grade 7

b) Control Room Operator

Upgrade from Class B to Class A or Master shall be determined by meeting criteria as outlined in Appendix "A".

c) Sewage Pre-Treatment Operator

Upgrade shall be determined as outlined in Appendix "A".

d) Controls and Instrumentation Technician

Upgrade shall be determined as outlined in Appendix "A".

Section 5. Payday shall be Friday.

ARTICLE 8 **VACATIONS**

Section 1. All employees shall be eligible for vacations on the following basis:

1. One (1) week vacation after one (1) full year of employment
2. Two (2) weeks vacation after two (2) full years of employment
3. Three (3) weeks vacation after eight (8) full years of employment
4. Four (4) weeks vacation after fifteen (15) full years of employment
5. Five (5) weeks vacation after twenty-five (25) full years of employment

Employees with less than (1) year of service on January 1, shall not be entitled to a vacation bid or time off except as stated below. After the anniversary of his/her first year of continuous service, such employee shall be given time off to be taken during the remainder of the calendar year at the rate of five-twelfths (5/12) day for each full month or major portion thereof of service rendered during the previous vacation period, for which no vacation shall be granted. This will adjust the employee's service time for the purpose of vacation bidding to a calendar year basis and he/she shall then be entitled to a vacation bid during the next bidding period. Employees hired prior to February 1, 1995 will continue to bid vacations in accordance with their seniority as they have in the past. Each employee hired on or after February 1, 1995 will bid in accordance with this contract.

Section 2. In order to be eligible for vacations, employees shall have a minimum service of active employment of one hundred thirty (130) workdays during the calendar year in which the vacation is earned.

Section 3. Vacation pay for each vacation week for employees shall be computed at the employee's base hourly rate of pay times his/her regular scheduled work hours up to a maximum of forty (40) hours, if on an eight (8) or ten (10) hour per day schedule, or forty-four (44) hours, if on a twelve (12) hour per day schedule.

The vacation period shall be from January 1 to December 31 of any year. Any employee completing the required years of continuous service and other eligibility requirements before December 31 of any year will be entitled to the listed weeks of vacation with pay, during the following calendar year's vacation period.

Section 4. Employees who are eligible for four (4) or more weeks of vacation during a calendar year may elect to take the equivalent of one (1) week off in increments of one (1) day at a time, provided:

- Only one (1) day may be requested and/or granted off during a workweek.
- Seniority shall prevail and requests for Personal Holidays shall be given preference before vacation days may be granted.
- Employee must request vacation day in writing at least seven (7) days in advance.
- Company reserves the right to determine the total number of employees who may be granted vacation days on any given calendar day based on business needs.

Pay for individual days of vacation will be based on the employee's regular scheduled shift hours (i.e. eight (8) hours pay per day for five (5) days; ten (10) hours per day for four (4) days; eleven (11) hours per day for four (4) days for twelve (12) hour schedules).

Section 5. Vacation week(s) for all employees shall start on Sunday and end on Saturday unless mutually agreed.

Section 6. The Employer will post the vacation schedule not less than thirty (30) days before the starting of the new vacation period so that employees will have enough time to select their vacations.

Vacations shall be scheduled by the Company, provided, however, that where possible seniority of the employees in their seniority group (department) and their preference shall govern the time said vacations are to be taken with due regard to the number of employees off at one (1) time and traditional vacation blocking and selection procedures. No employee may take more than two (2) weeks vacation in each of the three (3) "four-month periods" of the year. Employees shall bid vacation by department and seniority shall apply. Vacations will be spread evenly throughout the year when possible, and under no circumstances will operations be allowed to suffer because of vacation schedules.

When the number of vacation weeks to be scheduled in a department exceeds fifty-two (52) weeks, the Company will post a second week of vacation for selection within the department. As the number of vacation weeks to be scheduled increases by an additional fifty-two (52) weeks, an additional week of vacation will be posted for selection within the department (for example, two (2) weeks posted for assignment after fifty-two (52) weeks; three (3) weeks posted for assignment after one hundred four (104) weeks; and four (4) weeks posted for assignment after one hundred fifty-six (156) weeks).

Section 7. Employees who transfer, or who have transferred, from one department to another shall retain plant seniority in respect to scheduling of vacations. Any such transferring employee will understand, however, that his/her vacation selection, if already made, is subject to change to conform with the schedule already set up in the new department he/she enters.

ARTICLE 9 **HOLIDAYS**

Section 1. All plant employees covered by this Agreement shall receive the following holidays:

New Year's Day	Fourth of July
Memorial Day	Thanksgiving Day
Labor Day	Christmas Day
Veterans Day	Personal Holidays (3)*

* (Effective 2/1/07, the number of personal holidays shall be increased from three (3) to four (4)).

All regular hourly-paid non-probationary employees who are not required to work on the above holidays will be paid holiday pay, which shall be the equivalent of the employee's base hourly rate times the number of his/her hours normally scheduled to work (i.e. eight (8), ten (10), or twelve (12) hours). Hours not worked on any such holiday shall not be included in computing the hours for overtime pay for hours worked in excess of forty (40) in any workweek. Where a holiday falls during an employee's scheduled vacation, the employee shall receive holiday pay in addition to vacation pay. This extra day's pay shall be in lieu of such holiday. Employees must work their last scheduled shift before and after a holiday not worked in order to be entitled to holiday pay, unless excused by the Company for such absences.

All regular hourly-paid non-probationary employees who are scheduled and required by the Company to work on the above holiday(s) shall be paid at the rate of one and one-half (1 ½) times his/her regular hourly rate for all hours worked in addition to his/her holiday pay, provided, however, that such employee must work all of his/her scheduled workdays during the week in which said holiday occurs, except in cases of proven sickness.

Section 2. Employees must give sufficient notice in advance of a request for a personal holiday to permit scheduling changes. The granting of a request for a personal holiday is subject to operational needs. A request for a personal holiday made at least thirty (30) days in advance shall be approved or denied by the department supervisor no later than thirty (30) days in advance. Once approved, the personal holiday may not be cancelled by the Company and will be guaranteed. No more than three (3) personal holidays in the plant, and no more than one (1) personal holiday per department, shall be guaranteed. The Company reserves the right to assign any personal holidays carried over from the previous year, and shall exercise that right within sixty (60) days.

ARTICLE 10 **SENIORITY**

Section 1. Seniority of an employee shall be defined as that period of continuous employment with the Employer occurring after the employee's most recent date of hire.

Section 2. An employee's seniority under this Agreement shall be forfeited under the following circumstances:

- 1.) Discharge, quit, resignation, involuntary confinement in prison or jail for longer than two (2) days, or retirement.
- 2.) Absence for three (3) consecutive scheduled workdays without notifying the Company before or during the absence.
- 3.) Failure to return to work from layoff status within forty-eight (48) hours after due notification of recall by the Company, without the employee who was so recalled notifying the Company during the said forty-eight (48) hours of illness or accident which actually prevents the employee from working (as evidenced by written certification or report of medical doctor requested by the Company) or other legitimate reason satisfactory to the Company for such absence.
- 4.) Leave of absence or layoff in excess of one (1) year.
- 5.) Failure to return from leave of absence status on the date scheduled for return without legitimate excuse satisfactory to the Company or giving false reason for leave or working during a leave without Company authorization.
- 6.) Acceptance by the employee of a "total permanent disability" award or demand for a "total permanent disability" award by the employee.

Section 3. The Employer agrees that all regular employees must be eligible to work full-time before using students.

Section 4. The Employer shall maintain a seniority list of all bargaining unit employees. The Employer agrees to post lists of employees in the order of their seniority on area bulletin boards and send to the Union complete seniority lists upon the signing of this Agreement, and each year thereafter during the life of this Agreement. Any errors must be brought to the Company's attention within fifteen (15) calendar days of posting or the Company shall not be liable for any mistakes resulting there from.

ARTICLE 11

DISCIPLINE, DISCHARGE AND ACCIDENTS

Section 1. The Employer shall not issue a disciplinary discharge or suspension of any non-probationary employee without just cause and shall give at least one (1) warning notice of complaint against such employee to the employee by proper written notice and a copy of the same to the Union before such discharge or suspension occurs.

However, no prior warning notice need be given to an employee before he/she is discharged or suspended if the cause of such discharge or suspension is: gross or deliberate insubordination to a supervisor or manager, to include refusal to perform job duties; employment harassment; assault, battery or intentional destruction of property; dishonesty (including theft); encouragement of, abuse of or possession or use of alcohol or drugs as proscribed by a written policy on the subject, or while on duty or as prohibited by law; recklessness or the carrying of unauthorized passengers, firearms and/or weapons on Company property (no weapons or firearms will be permitted on the Employer's property, except that legitimate non-firearm hunting weapons will be permitted in personal vehicles according to State law); safety violations if there is a substantial probability that death or serious harm could result from the employee's willful violation of known rules; violation of Article 24 (the No Strike / No Lockout Article); or preventable loss of required work permits (e.g. driver's license for drivers). The warning notice as herein provided shall not remain in effect for a period of more that twelve (12) months from date of such warning notice.

When the Employer determines to impose a disciplinary suspension, the suspension from work shall commence not later than fourteen (14) days after the date of notice of the suspension unless the employee is off because of illness, injury, vacation or other such reason.

Violation of posted rules, policies and procedures constitutes "just cause" for discipline in accordance with those rules, policies and procedures.

Section 2. An employee may request an investigation by the Union as to the reason for his/her discharge or suspension. Should such investigation prove to the Company's satisfaction that an injustice has been done to the employee, he/she shall be reinstated and compensated at his/her usual rate of pay while he/she has been out of work, or the dispute may be settled in such other manner as may be agreed to by the parties to this Agreement. If the parties are unable to settle such dispute, said dispute shall be handled in accordance with the grievance procedures or Arbitration.

Section 3. Any employee who has an avoidable accident involving one (1) or more licensed Company-owned or operated vehicles in any manner, and such accident involves total damage to all persons, vehicles and/or property involved in the amount of seven hundred fifty dollars (\$750.00) or more, or fails to report any accident involving such licensed Company-owned or operated vehicles to the employee's immediate supervisor within twenty-four (24) hours, will be subject to the following provisions:

- 1.) The first accident as described above, in any twelve (12) month period will result in a letter reprimand to the employee involved, with copy to the Local Union.
- 2.) The second accident, as described above, in any twelve (12) month period from the date of the first accident, will result in a three (3) day layoff without pay for the employee involved. The second accident, as described above, will also result in a warning notice in writing of complaint being issued against the employee involved,

with copy sent to the Local Union.

3.) The third accident, as described above, in any twelve (12) month period from the date of the first accident will result in discharge of the employee involved.

4.) Loss of License to Drive

a) In the event an employee receives a traffic citation for any vehicle, which would contribute to a suspension or revocation or suffers a suspension or revocation of his or her right to drive the Company's equipment for any reason, he/she must promptly notify the Company. Failure to comply will subject the employee to disciplinary action up to and including discharge.

b) Employees, who must have a valid driver's license to drive vehicles in the performance of their regular job, will be suspended from employment without pay should their license be suspended for any reason up to ten (10) workdays or the Company may reassign at its discretion. The employee shall continue to hold seniority for a period of two (2) years and shall be offered work within the plant if work becomes available.

c) Nothing in this section shall be construed to prevent the Company from issuing appropriate discipline for other or related infractions of the work rules (e.g. for driving a Company vehicle while under the influence of drugs or alcohol or reckless behavior on the job).

ARTICLE 12 **JOB BIDDING**

Section 1. All vacancies or new jobs requiring the permanent addition to the job classification shall be posted for bid on Monday, taken down for award on the following Monday, and awarded within five (5) days, subject to reasonable delays. The successful bidder will be placed into the new classification within fifteen (15) working days of the bid award or will be paid the higher rate of pay. Bids for hourly-rated jobs shall specify the job classification, normal duties, starting time, hours and days to be worked and rate of pay. Operational needs may dictate assignments on a temporary basis. Company-wide seniority and qualifications to perform the work shall apply to filling new jobs and vacancies. The Union will be furnished a copy of all bids awards.

Section 2. The Company has the right to determine if any employee is qualified for or should be disqualified from a job or activity subject to discussion with the Business Agent upon request.

Section 3. An employee filling a permanent job vacancy, whether by voluntary assignment or bid award, and new hires shall not be eligible to bid on another job for three hundred sixty-five (365) calendar days unless mutually agreed. Newly created positions shall be open to bid by all employees.

Section 4. Any non-probationary employee who is disqualified from a job for non-disciplinary reasons shall be reassigned to a vacancy for which he/she is qualified at the same or lower rate or, if no vacancy exists, may exercise a bump of the most junior plant employee or will be placed on layoff. If, as a result of the disqualification the vacancy occurs within six (6) months of the date the disqualified employee first entered the position, the original vacancy shall then be filled by continuing down the original bid list, until the bid is filled. If more than six (6) months, or if the original bid fails to produce a bid award, a second bid may be posted.

Section 5. A position that is vacated by a “red circled” employee is not bid or filled as a “red circled” job.

Section 6. Temporary vacancies (i.e. vacancies of six (6) months or less) will be filled by management.

ARTICLE 13 **LAYOFF AND RECALL**

Section 1. Seniority rights shall prevail as provided for in this Agreement.

Section 2. In case an employee is laid off due to a reduction force, he/she shall be called back to work without loss of seniority rights. In case of lay-off, the junior employee shall be laid off first. The Employer agrees to recall laid off employees in the reverse order of their lay-off .

Section 3. In recalling laid off employees, the Employer shall attempt to notify such employees by telephone and certified mail to their last known address. Failure of an employee to keep the Employer informed of all changes in the employee’s telephone number and mailing address shall relieve the Employer of any responsibility to recall such employee. In the event the Employer is unable to contact a laid-off employee, or in the event an employee who has been contacted and requested to return to work and fails to timely do so, the employment rights of such employee shall be terminated. An employee shall not be required to return to work after such layoff without reasonable notice.

Section 4. Employees refusing the recall to a different job classification, unless not qualified to perform the associated job duties, will forfeit any future recall rights.

Section 5 Laid off employees do not have the right to bump other employees from a job, except that any qualified employee with superior seniority who is placed on layoff status may displace the most junior employee in the Plant if the employee immediately notifies the Company of his/her desire to do so.

ARTICLE 14

GRIEVANCES

Section 1. A grievance is a claim or complaint by an employee or group of employees of an improper interpretation or application of the provisions of this Agreement. No grievance or arbitration shall be filed with respect to any matter involving employee benefits or insurance for which there is a Plan Administrator.

Section 2. Each grievance shall be reduced to writing in duplicate and signed by the aggrieved and the Shop Steward within ten (10) calendar days after the grievance has occurred. The written grievance must adequately describe the events leading to the grievance, the remedy sought and the specific provisions of the Agreement at issue. The Employer may designate a grievance form to be used.

Section 3. The Shop Steward and/or Local Union business agent shall immediately present the written grievance to the Plant Manager or designated Company representative of the department where such grievance occurred.

Section 4. If the Union and the Employer are unable to settle such grievances within a total of fifteen (15) calendar days thereafter, the aggrieved party shall refer the matter to an International Representative of the Union, and a corporate representative of the Employer. Both parties shall submit, in writing, the applicable evidentiary information before these representatives. If the two (2) representatives reach a decision, it shall be reduced to writing and such decision shall be final and binding on both parties. In case of deadlock, the grievance shall be submitted for arbitration as outlined in Article 15 (Arbitration) of this Agreement.

ARTICLE 15 **ARBITRATION**

Section 1. Should any grievance remain unsettled after exhausting the aforementioned grievance procedures, either party hereto, and only either party (that is, only a designated Company representative or Union representative) shall, if the party desires, demand arbitration in writing within the time set in Article 14, Section 4. The Arbitrator shall be appointed by mutual consent of the parties. In the event the parties are unable to agree upon an arbitrator within seven (7) days after arbitration is invoked, the moving party shall immediately petition the United States Federal Mediation and Conciliation Service and request a panel of at least seven (7) qualified arbitrators, and the parties shall select a single

arbitrator from such panel by striking names alternatively (the Union first). Either party may reject an entire panel.

It is agreed that the above Grievance-Arbitration procedure shall be the sole method of settling disputes, differences or controversies arising between the parties hereto or between an employee and the Employer (except as stated elsewhere herein or as involves Article 24 (No Strike / No Lockout), and it is further agreed that the employees shall be bound by any decisions, determinations, agreements or settlements which may be effectuated pursuant to invoking the Grievance-Arbitration procedure, including any determinations as to whether or not the grievance should be arbitrated. No more than one case can be decided by the selected Arbitrator at one time unless the parties mutually agree to that process. Should either party contest arbitrability of any matter, the Arbitrator or Court shall determine the arbitrability in a summary proceeding (preferable by briefs and verified affidavits alone when feasible) that precedes any hearing on the merits so as to alleviate the cost and expense of any unnecessary evidentiary hearing. The burden of proof of arbitrability shall be on the party seeking to arbitrate the matter.

It is understood that it shall be the function of the impartial Arbitrator to make decisions on claims of alleged violation of this Agreement that could not be settled after a grievance was filed, but:

- 1) The Arbitrator shall have no power, in equity or otherwise, to add to, subtract from, modify or ignore any of the terms of this Agreement, including but, not limited to any procedural requisites. Nor can the Arbitrator decide issues that are not directly in issue in the case. The Arbitrator may order reinstatement to work with back pay, but may not issue injunctions or award compensatory or punitive damages, interest or attorney's fees.
- 2) The Company shall not be required to pay back wages prior to the date a written grievance is filed with the Company.
- 3) All awards of back wages shall be limited to the amount of wages the employee would otherwise have earned from employment with the Company during the periods of non-work, less any unemployment compensation received from the government and employment pay, or disability pay.
- 4) The written decision of the impartial Arbitrator shall be final and binding upon both parties. However, the parties may appeal any adverse decision to a court of competent jurisdiction based on: traditional federal labor arbitration law concepts; a showing of substantial bias, error or fraud; lack of due process; a clear failure to properly interpret this Agreement as written; and/or unauthorized exercise of authority.
- 5) The expenses incident to the services of the impartial Arbitrator shall be borne equally by the Union and the Company, and each party shall bear the expense of its own Representatives.

- 6) The impartial Arbitrator shall, upon request of either party, permit the filing of pre-arbitration and post-arbitration briefs. The Arbitrator shall also submit his/her decision, reasoning and findings and conclusions of fact and law in writing to the parties within thirty (30) days of the close of the hearing unless prevented by exigent circumstances.
- 7) It is understood and agreed that no matter involving, concerning or arising out of this Agreement, and no grievance, shall be subject to arbitration unless the parties have already requested arbitration prior to the termination of this Agreement. In the event a grievance is or becomes non-arbitrable, the Company's last determination of the issues involved shall prevail.

ARTICLE 16
GROUP INSURANCE AND BENEFITS POLICIES

Section 1. Health and Welfare Plan

- a) Effective May 1, 2006, eligible employees, who so elect will be covered by Plan 11, provided by the Teamsters Joint Council No. 83 of Virginia Health and Welfare Fund ("Fund"). For each eligible employee who elects coverage, the Company will make the following monthly contribution to the Fund:

May, 2006	-	\$553.12/month
May, 2007	-	\$625.02/month
May, 2008	-	\$706.28/month

- b) The Company will deduct employee contributions, for Health and Welfare coverage, from the employee's weekly paycheck (on a pre-tax basis, if allowable under IRS Regulations). Employees shall pay sixteen percent (16%) of the monthly contribution rate for Plan 11.

(Based on the Fund rates, indicated in sub-section "a", an employee's weekly paycheck deduction would be as follows):

May, 2006	-	\$20.42/week
May, 2007	-	\$23.07/week
May, 2008	-	\$26.07/week

- c) Should the costs of any benefit plan or insurance policy, or any coverage of the plan or policy, in effect, increase or change during the term of this Agreement, the Company and the Union will negotiate.

- d) For the first year, following a compensable on-the-job injury, the Company will continue to make its contributions (as set forth in sub-section “a”), to the Fund, for Health and Welfare coverage, for any full pay period in which the injured employee legitimately was required to remain off work because of the injury, provided the employee has made payment, to the Company, of his/her sixteen percent (16%) share of the cost, of the Health and Welfare Plan coverage.
- e) On behalf of an eligible and qualified employee, who is disabled because of his/her non-compensable medical condition, or non-compensable personal injury, and who is also on an approved disability leave of absence, the Company will continue to make its contributions (as set forth in sub-section “a”), to the Fund, for Health and Welfare coverage, for any full pay period in which the injured employee legitimately was required to remain off work because of the injury, for up to a maximum of four (4) weeks, provided the employee has made payment, to the Company, of his/her sixteen percent (16%) share of the cost, of the Health and Welfare Plan coverage. A medical leave must be interrupted by a period of work of at least two (2) months to be considered a separate medical leave, except as necessary to comply with the Family and Medical Leave Act.
- f) An employee, off work due to an authorized non-medical related Leave of Absence, will be required to make arrangements with the Fund, for continued Health and Welfare coverage. The Company will not be required to make contributions, to the Fund, on behalf of any employee on Leave of Absence, other than as addressed in sub-sections “d” and “e”, of this Section 1.
- g) The Company’s contributions are due in the Fund office, by the fifteenth (15th) day of each month. Contributions received in a month, will provide benefits for that month. (For example, contributions received by the Fund office, in July 2006, will provide coverage for the month of July 2006.)
- h) Newly hired employees are eligible to elect coverage, as of the first calendar day of the month, following sixty (60) days from the employee’s date of hire. Employees (other than those new employees addressed in the prior sentence) will have an open enrollment “window period”, each March, during which period they must decide (and indicate to the Fund) to either continue coverage, or to terminate coverage. An employee, who elects to continue coverage, during the March open enrollment “window period”, will be deemed to have elected coverage as of April of the same year. An employee, who has elected coverage for a particular contract year, must continue coverage until the end of the next open enrollment “window period”.
- i) The Company will execute the Fund’s Agreement and Declaration of Trust, and a Participation Agreement with the Fund.

Section 2. 401(k) / Pension

Employees may participate in the Dean Foods Union 401(k) Plan (the “Plan”). The employees’ participation, in the Plan, shall be subject to its terms, including any amendments, during the life of this Agreement.

The Company will match fifty percent (50%) of every dollar contributed by the employee, as a salary deferral contribution, up to ten percent (10%) of the employee’s annual pay. The employee may elect to contribute an additional amount, up to the amount allowed by the Plan, but with no Company match, for any contributions, in excess of the first ten percent (10%).

For newly hired employees, eligibility for the 401(k) Plan shall become effective the first of the month, following successful completion of the employee’s probationary period.

The Valley of Virginia Co-Operative Milk Producers Association Retirement Plan (Pension Plan) (DOL Employer Identification Number 54-0415400) was frozen as of the end of the plan year ending April 30, 1998. Each employee in this Pension Plan is deemed fully vested at his/her credited Benefit Service Period as of April 30, 1998, and there were no additional accruals after April 30, 1998.

Section 3. Company’s Stock Purchase Plan

Employees within the bargaining unit shall be eligible to participate in the Company’s Stock Purchase Plan, under the same terms and conditions as those for the non-bargaining unit Mt. Crawford WhiteWave Foods employees.

Section 4. Uniforms

If the Company requires an employee to wear a specific uniform, the Company will continue to pay for it.

ARTICLE 17
BULLETIN BOARDS

Section 1. The Employer agrees to provide bulletin boards, in an appropriate place, within each of the bargaining unit’s breakrooms, on which the Union and the employees, covered hereby, may post notices of Union meetings and other material of similar character, after first showing the material to the Employer.

The Employer reserves the right to disallow or remove any defamatory or obscene postings and to set reasonable standards for postings, e.g., size of postings, sightlines, time remained posted, etc.

ARTICLE 18
UNION CONVENTION

Section 1. The Employer agrees to grant the reasonable and necessary time off without loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any other capacity of other official Union business, providing forty-eight (48) hours written notice is given to the Employer by the Union, specifying the length of time off. The Union agrees that in making its request for time off for Union activities due consideration will be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees. No more than two (2) employees may go on leave under this provision at any one time without management's approval.

ARTICLE 19
LEAVES OF ABSENCE

Section 1. Any employee desiring a leave of absence, other than as set out in the above Article 18 (Union Convention), must secure written permission from the Employer. Failure to comply with this provision may, at the Company's option, result in the complete loss of seniority rights and job of the employee involved. Any employee using a leave of absence as a subterfuge shall forfeit his/her seniority rights and job. An employee shall not accept employment elsewhere when on leave of absence, unless agreed by the Employer.

Section 2. The granting of any leave of absence to an employee shall not be a guarantee of continued employment except as provided herein. Any employee under the provisions of this Agreement who is absent and granted a leave of absence for his/her own medical condition related to a personal disability or injury shall not lose seniority rights for eighteen (18) months, provided he/she has been an employee of the Company for a period of not less than one (1) year, and provided further that, at the end of that period, the employee shall be in a suitable physical/emotional condition to resume his/her work and perform properly the duties required in full and shall not, without first getting written permission in advance from the Company, have accepted employment elsewhere in the meantime.

In case of a job related accident that is compensated under worker's compensation, jobs will be held open for up to eighteen (18) months, when feasible.

Section 3. An employee who is absent from work because of an asserted illness or injury shall, at the request of the Employer, promptly submit to a physical examination by a physician designated by the Employer; provided, however, that the Employer shall pay for any such physical examination. If the employee refuses to submit to such physical examination, or, if the physician determines on the basis of such examination that the employee's absence from work was not reasonably necessitated by such asserted illness or injury, the employee's absence from work shall be treated as a violation of this Agreement and the employee shall be entitled to none of the employee benefits which might have accrued to the employee by reason of such asserted illness or injury.

If it believes an injustice has been done an employee as a result of such a determination by a physician designated by the Employer, the Union may have the employee re-examined at the Union's expense. If the aforesaid two physicians disagree, they shall mutually agree upon a third physician whose decision shall be final and binding. The expense of the third physician shall be divided equally between the Employer and the Union.

Nothing contained herein shall require the Employer to have an employee examined by a physician in order to determine the employee's ability/inability to work nor shall it prevent the Employer from requiring an employee to provide a descriptive doctor's excuse satisfactory to the Employer for past absences.

Section 4. Light Duty

- The Employer may establish a modified work program designed to provide temporary opportunity to those employees who are unable to perform their normal work assignments due to a disabling on-the-job injury. Modified work shall be offered on a non-discriminatory basis to those employees who have received a detailed medical release from the attending physician clearly setting forth the limitations under which the employee may perform such modified work.
- Modified work shall be restricted to the type of work that is not expected to result in a re-injury and which the employee can perform within the medical limitation set forth by the attending physician. Nothing in this section shall require the Company to create a light duty position or modified work or to permit an employee to work a modified assignment or light duty for any specific length of time.
- Employees accepting modified work shall receive temporary partial benefits as determined by each respective state worker's compensation law, plus a modified work wage when added to such temporary partial benefit, shall equal not less than eighty-five percent (85%) for forty (40) hours pay that he/she would otherwise be entitled to.

Section 5. Family and Medical Leave Act

- Employees who have been employed for at least one (1) year and who have at least one thousand two hundred fifty (1,250) hours of service in the twelve (12) month period immediately preceding the date of the leave of absence are eligible to take an unpaid family or medical leave of absence of up to twelve (12) weeks annually pursuant to the Family and Medical Leave Act ("FMLA"). The Company will administer this FMLA policy and may establish and change such reasonable terms and conditions for requesting, verifying and receiving FMLA leave as are consistent with the implementing regulations and definitions under the FMLA. The Company

shall maintain a written policy on FMLA leave that will be available to the Union's representative and employees for review in the Human Resources Department.

- FMLA leaves may be used for the following purposes: (a) birth of a son or daughter, or to care for a new born child; (b) placement with the employee of a son or daughter for adoption or foster care; (c) to care for the employee's spouse, son, daughter or parent with a "serious health condition"; (d) because of a "serious health condition" that makes the employee unable to perform the functions of the employee's job.
- Employees must notify the Company of the need for a FMLA leave at least thirty (30) days in advance of the leave when the need is foreseeable or as soon as practical after the employee is aware of the need for leave. Notice must be in writing whenever possible.
- Written verification of the necessity of the leave will be required from the employee, including timely and informative certification by an appropriate health care provider of the need for the leave and employee's fitness to return to work at the expiration of the leave, in appropriate cases, using forms approved by and submitted in a manner determined by the Company.
- An employee will be permitted to substitute accrued paid time off (such as vacation and personal days off time) for unpaid FMLA leave (and may also be required to do so by the Company).
- Employees may not work while on FMLA leave without the prior, written permission of the Company.
- The Company will maintain the employee's health insurance coverage during the leave, provided the employee continues to pay his/her premium amounts. The Company may opt to pay the employee's portion of the premium and obtain reimbursement for the same.
- Failure to provide timely and/or appropriate notice of leave or certification shall be treated as an unexcused absence. Dishonesty (by material omission or commission) and failure to return from leave promptly when the basis for the leave ceases to exist, shall be grounds for immediate discharge.
- FMLA leave may be concurrent with other leaves and receipt of benefits otherwise available to the employee, at the Company's discretion.

ARTICLE 20

SAFETY

Section 1. The Employer and all employees shall observe and obey all valid rules and regulations as set forth pursuant to the Occupational Safety and Health Act of 1970, as amended, and all other applicable federal, state and local laws, rules and regulations regarding safety and health.

Section 2. The Union will cooperate in seeking employee compliance with safety requirements and assist in safety education, and it recognizes that the Employer may take reasonable disciplinary action against employees who violate safety regulations.

ARTICLE 21

NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin or veteran status, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, age, national origin, or veteran status, or engage in any other discriminatory acts prohibited by law. This also covers employees with a qualified disability under the Americans with Disability Act.

ARTICLE 22

TESTING AND EVALUATION OF EMPLOYEES

Section 1. The Employer has the authority to determine fitness for duty, skills and ability (or lack thereof). All evaluation tests given for various classifications, as a result of a job bid, shall be of a uniform test with questions pertaining to said classification only and shall be subject to review by the Local Union. Upon request, all employees shall have the right to review their own graded test with management or with the appropriate testing agency if the Company can so arrange.

Section 2. When necessary or reasonable to maintain the proper level of operations, to assure or determine safety, security or the continuing qualifications of the employees, or as necessitated by law or government contract, the Company may require employees to submit to reasonably reliable tests or examinations (including those for alcohol or drug use, possession, distribution, etc., while on the premises of the Company, while driving vehicles or while working under the influence of drugs or any impairing substance). At its discretion, the Company may also institute a random drug testing policy and procedures PROVIDED that the test is conducted during the employee's normal work hours, the Company pays the

employee for his/her time and the Company pays the costs of the testing. Employees will not be tested or examined for frivolous, discriminatory or harassing purposes.

Applicants for employment may be tested for drugs and other substances

Section 3. Employees are expected to cooperate fully with any written or known policy of the Employer regarding drug and alcohol usage, possession or distribution as it pertains to employment setting, including but not limited to alcohol or drug tests and investigations by the Employer.

ARTICLE 23 **LEGAL COMPLIANCE**

Section 1. The Employer shall comply with the federal, state and local law and the regulations and contractual clauses of the government; and said compliance shall not be deemed to be a violation of this Agreement.

ARTICLE 24 **NO STRIKE / NO LOCKOUT**

Section 1. There shall be no strike, picket, curtailment or stoppage of work on the part of the Union or any of its members, nor any lockout on the part of the Employer during the term of this Agreement or any extension thereof. This, however, does not preclude the members of the unit from respecting and refusing to cross the picket line of an authorized strike which has the approval of the Union, if called by another Union, and provided the Union shall give written notice to the Company of any authorized strike.

ARTICLE 25 **D.R.I.V.E.**

Section 1. The Employer agrees to deduct, from the pay of all employees covered by this Agreement, voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from their pay, on a weekly basis, for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which an employee earned a wage. The Employer shall transmit to D.R.I.V.E.

National Headquarters, on a monthly basis, in one check, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from that employee's pay.

ARTICLE 26
FINALITY

Section 1. During the life of this Agreement, neither party shall be required to negotiate concerning any term or condition of employment which was or could have been negotiated into this Agreement unless expressly required by this Agreement. The Company may not change or alter any term or condition of employment specifically set forth in this Agreement without the express agreement of the Union.

Section 2. Nevertheless, the Union agrees that it will meet and negotiate essential changes with the Employer upon the Employer's request should the Employer become prevented from compliance with any part of this Agreement because of inability to pay, imminent insolvency, three consecutive quarters of non-profitability, or exigent circumstances largely beyond the Employer's control. The Employer's obligations under this Agreement may be suspended during and as a result of war, insurrection, civil riot, or government imposed economic controls that materially affect the Company's performance.

ARTICLE 27
TERM OF AGREEMENT

Section 1 This Agreement shall be binding upon the parties, and shall be in full force and effect upon Sunday, January 29, 2006, through and including Saturday, January 31, 2009, and thereafter shall be automatically renewed from term to term of one (1) year unless written notice of desire to terminate or modify it is given by either party to the other at least sixty (60) days prior to January 31, 2009, or at least sixty (60) days prior to January 31 of any year thereafter.

In witness whereof, the Employer (also referred to as "Company") and the Union have caused this Agreement to be executed in its behalf by its proper officer(s) heretofore authorized, on this 29th day of January, 2006.

FOR THE COMPANY:

FOR THE UNION:

Dean Strobel (date)

John D. Farrish (date)

Andy Morris

Robert “Danny” Crouch

Robert Howell

Dean Polk

Christina Phillips

Cheryl Harris

Paul Hewitt

Dennis Tucker

APPENDIX “A”
Criteria for Classification Upgrades

Section 1. Control Room Operator

Class B is the entry level in this classification. Employees entering this position will train in job responsibilities for which the bid was awarded to include, but not limited to:

- a) Start up
- b) Run procedures of process equipment
- c) CIP of process equipment
- d) Understanding flow, valving, and hook-ups of process equipment
- e) Following governmental/Company reporting guidelines (i.e. charts and control room documents).
- f) Begin to gain knowledge of other control room operations (i.e. other processors, batching, and control room CIP duties)

Upgrade to Class A Control Room Operator requires meeting all Class B requirements to the point of achieving proficiency in responsibility for which bid is awarded, and

- a) Continue to train toward understanding of all other control room job requirements to include, but not limited to:
 - 1.) Start up
 - 2.) Run procedures
 - 3.) CIP of all other processors
 - 4.) Perform all other control room batching, CIP and production scheduling duties.
 - 5.) Understand paper reporting guidelines for other control room responsibilities.

Upgrade to a Master Control Room Operator requires meeting all Class A and Class B requirements to the point of achieving proficiency in responsibilities for all control jobs, and

- a) Capable of scheduling control room production.
- b) Capable of and required to be available for state timing.

Section 2. Sewage Pre-Treatment Operator

Once the Sewage Pre-Treatment Operator has met outlined qualifications, for a Class III Operator, he/she shall be upgraded to a Sewage Pre-Treatment Operator Class III, with a one dollar (\$1.00) per hour premium over the Classification IV Contract rate. Finally, once the Sewage Pre-Treatment Operator has met qualifications for a Class II or higher, he/she shall be upgraded to a Sewage Pre-Treatment Operator Class II, with a two dollar (\$2.00) per hour premium over the Classification IV Contract rate. All levels will run with applicable provisions, in regard to tier progression, as outlined in the current collective bargaining agreement.

Section 3. Controls and Instrumentation Technician

Controls and Instrumentation Technician: To upgrade from Level I, to Level II:

- Meet the criteria for Level I Controls and Instrumentation Technician, and have seven (7) years of related work experience.

Controls and Instrumentation Technician: To upgrade from Level II, to Level III:

- Meet the criteria for Level II Controls and Instrumentation Technician, and have ten (10) years of related work experience.

Once the Controls and Instrumentation Technician has met outlined criteria, for a Level II Controls and Instrumentation Technician, he/she shall be upgraded to a Controls and Instrumentation Technician II, with a one dollar fifty cent (\$1.50) per hour premium, over the Controls and Instrumentation Technician Level I contract rate. Finally, once the Controls and Instrumentation Technician has met outlined criteria, for a Level III Controls and Instrumentation Technician, he/she shall be upgraded to a Controls and Instrumentation Technician III, with a three dollar (\$3.00) per hour premium, over the Controls and Instrumentation Technician Level I contract rate.