Side Letter

Between the Company and Union Committee

During 2020 Bargaining the following items were reviewed by both parties. The parties agree to meet within 30 days of ratification to discuss and address these items appropriately.

- 1. Currently we have five (5) covered patio areas with two (2) or more picnic tables on the outside of the building for employees to utilize during their break times. The Company shall provide coverage to all outside break areas.
- 2. The parties agree that it is necessary from time to time to page employees by name but should not become common practice. In the even the Union believes that a member of management is in violation a member of the Shop Committee will work with the shift manager to resolve the dispute in a timely manner.
- 3. Currently we have a minimum of two (2) working microwaves and one (1) TV in each of the break rooms. Replacements will be installed as needed. The Company shall evaluate and administer extra microwaves and TV's if a break room capacity exceeds 50 employees.
- 4. The parties agree to have the Safety Committee come up with a standard on when it is safe to be inside the press working as it relates to the temperature of the molds and/or water. This standard will be documented in writing and signed by all members of the Joint Health and Safety Committee.
- 5. The parties agree that proper basket and pallentainer storage near an operator or walkway is important. The parties will make sure baskets and palletainers are stacked in a safe manner. If stacked unsafe employees will immediately notify supervision to instruct the appropriate classification to safely repair the stack.
- 6. Mold Racks will be labeled for load capacity where applicable.
- 7. The Company will assure that first responders are qualified and trained as well as provide a list of first responders to the Shop Committee.
- 8. The parties discussed the importance of having columns painted and marked with clearly visible column numbers, fire extinguisher and/or fire alarm identifiers, and telephone indicators. Additionally, current telephones will be maintained and replaced, as necessary. Due to operational changes the Company commits to providing a working phone in all new launch areas prior to employees being assigned to new launch areas.
- 9. The parties discussed the need to have roof fans, blowers, and workstation fans cleaned on a regular basis. The Company commits to having a minimum of 25 operational fans in inventory for replacement in the Crib when solicited.
- 10. The Company will continue to address the seasonal seagull issue with the Department of Agriculture.
- 11. The Company agrees to audit the list of authorized locks and/or licenses.
- 12. Lost gate badges will be replaced by Human Resources after a replacement fee of \$10.00.

 Badges that need replaced due to normal wear and tear, at the discretion of a Human Resources representative, will be replaced free of charge.
- 13. The parties discussed heating and/or AC units in restrooms, breakrooms, and locker rooms that are overworked, damaged, and/or not functioning properly. Some of these units are in need of

- repair or replacement. The Company is committed to maintaining all A/C units/heat relief within the break and bathroom areas.
- 14. The parties discussed the need for additional locker's in the women's restrooms and/or locker room. The Company committed to finding ways to add additional lockers which may include removing showers to provide additional space. If an employee does not have a locker the employee will be afforded the opportunity to store personal belongings in a safe area under or around their work operation.
- 15. The parties discussed the possibility of a food vendor providing additional resources as it relates to providing food for the lunchroom. The Company and the Union are open to the idea and will explore possibilities and options with the food vendor.
- 16. The parties discussed break time for nursing mothers as well as making available a private room. The Company is committed to maintaining the current private room and making reasonable accommodations as it relates to providing break times as required under Federal and/or State law.
- 17. The Company and Union discussed the need to provide a structurally sound and maintained roof. The roof will be checked, and necessary repairs or replacement will be provided top priority scheduling and expedited on a continuous basis. The Company will notify the Shop Committee of budgeted monies to be invested into the roof per year until completion.
- 18. The Company and Union discussed the need for additional parking space for hourly employees. The Company agrees to expand and regularly maintain the North parking lot for hourly employees. Such maintenance will consist of striping, painting, pothole repair, and re-black topping. The list within (18) are not all inclusive and repairs will be afforded to hourly employees when practicable.
- 19. The Company will provide coolers of cold water or electrolyte drink to each department when the outdoor temperature reaches 80 degrees Fahrenheit or higher or indoor temperature reaches 90 degrees Fahrenheit or higher. All ice machines and drinking fountains will be maintained and kept in proper working order. The Company will also keep one (1) drinking fountain on hand in the Crib at all times. The Company will also keep one (1) replacement ice machine on hand in the Crib at all times.
- 20. Chairman approved to work 8 hours but not limited too 8 hours Monday through Friday providing there is one (1) member of the bargaining labor unit working and afforded up to 8 hours on Saturday and 8 hours on Sunday providing there is one (1) member of the bargaining unit working.
- 21. Additional bike and carts for the Skilled Trades group will be purchased if it is deemed that a shortage exists. This will be reviewed quarterly by the Skilled Trades Steward and Maintenance Manager.
- 22. Layover breaks will be awarded on a situation-by-situation basis. Should any concerns arise regarding their usage the Company and Union agree to meet to discuss and find possible solutions and/or outcomes.
- 23. Hydration breaks will be awarded on a situation-by-situation basis. Should any concerns arise regarding their usage the Company and Union agree to meet to discuss and find possible solution and/or outcomes.
- 24. The parties have discussed the possible utilization of four (4) x ten (10) hour shifts. It is understood that customers schedules, customer demands and available dunnage are some of

- the fundamental elements that would ultimately determine whether going to this shift rotation scheme would be a viable option or not.
- 25. The Company commits to meet with the Plant Chairperson and Skilled Trades Steward to discuss the introduction of any new technologies that may come/be coming to the plant(s) in order that the work and related training can be properly classified into the respective trade.
- 26. The parties agree to annually review the wages in the Skill Trades Department for competitiveness as they relate to local manufacturing facilities.
- 27. The Company agrees to review in the facilities annual budget the need for an additional chiller.
- 28. The Company agrees to add barrel fan units to the facility.
- 29. The Company agrees to review rapid unit remodeling cost and implementation with the Union committee within 30 days of ratification.

For the Company

Len Baker

Brett Whyde

For the Union