

**THIS DOCUMENT
REPRESENTS THE COMPANY'S
FINAL AND COMPLETE OFFER
October 19 & 20, 2021**

Negotiations between United Food and Commercial Workers Union, Local 400 and Unilever/Lipton Tea for a new contract have recently concluded.

*The current COVID-19 pandemic makes it impossible for us to have a traditional contract meeting. Please join us for **one** of the Zoom informational meeting for Members at Lipton Tea either **at 3:30 p.m. on Friday, October 15th** or **at 3:30 p.m. on Monday, October 18th**, where the Company's final offer will be explained. Details to join the event will be emailed to you after you register. You will have an opportunity to discuss the offer and have your questions answered prior to casting your vote in person on **Tuesday, October 19th** and on **Wednesday, October 20th**. You must be a member in good standing to attend these meetings. Details for both meetings are shown below.*

ZOOM INFORMATIONAL MEETINGS: Fri., Oct. 15th or Mon., Oct. 18, 2021 - 3:30 p.m.
You must register to attend the event. Once you register (**links below**), you will receive a confirmation email with a link to attend the meeting **of your choice**.

CONTRACT VOTE ON PROPOSED CHANGES

Tuesday, October 19, 2021 – 7:30 a.m. to 10:30 a.m. & 3:30 p.m. to 6:30 pm

Wednesday, October 20, 2021 – 7:30 a.m. to 10:30 a.m. & 3:30 p.m. to 6:30 pm

Hilton Garden Inn Riverfront – 100 East Constance Rd, Suffolk, Virginia

At the Contract Vote you will have the opportunity to ask any questions you may have and to review the Highlight Sheet before you vote.

There will be a count of all ballots after voting closes at 6:30 p.m. on October 20, 2021

Masks must be worn at all times during the vote.

RULES OF CONDUCT FOR THE INFORMATIONAL ZOOM MEETING:

- 1. Only matters directly bearing on the proposed contract may be discussed.**
- 2. No member shall speak more than once on any subject until all members wishing to be heard have the opportunity to speak.**
- 3. So that all views may be presented, members must limit their remarks on any subject to one minute.**
- 4. Those who speak must state their name, their position, and the department where they work.**

REGISTRATION LINK OR CODE FOR THE INFORMATIONAL ZOOM MEETING:

Link: <https://www.ufcw400.org/lipton2021> or QR code:



What We Defeated

Freeze on all wages for all classifications for the life of the Agreement

Reduce company 401(k) match from 5% to 3%

Increase your Health and Welfare Premiums even though the company's stayed the same

Pass future Health and Welfare increases directly to the employee

Remove Training Pay

Lose all seniority upon rehire

Require training in at least two job classifications

Removal of one floating holiday

Refused to add Juneteenth as an additional (13th) holiday

Company assigned training without regard for seniority

No reduction in reserved vacation for plant shut down

Removal of emergency vacation days

Require signed letter from a funeral director for Bereavement Leave

Company changes to who handles grievances

Jury duty, holidays and vacation removal from OT base

**PROPOSED CHANGES IN THE
AGREEMENT BETWEEN
United Food And Commercial Workers
Local 400
and
Unilever Manufacturing (US), Inc. “Lipton”**

New term: October 1, 2021 through September 31, 2023 with the following changes:

1. AGREEMENT

Language update:

Agreement

This Agreement is made and entered into this ~~24th day of July 2017~~ **October 1, 2021**, by and between Unilever Manufacturing (US), Inc. (herein after referred to as the “Company” or “Employer”) and United Food and Commercial Workers Local 400 (hereinafter referred to as the “Union”).

2. ARTICLE 1-RECOGNITION

Language clean up:

The Company recognizes the Union as the exclusive collective-bargaining agent for all full-time and regular part-time mechanics, operators, warehouse, electrical, ~~cleaners,~~ blenders, instrument technicians, quality assurance, team coordinators/planners, maintenance technicians, operations technicians and basic operators employed by the Company at its facility currently located at 1046 W. Washington Street, Suffolk, Virginia; but excluding: All office clerical employees, temporary employees, contractor cleaners and contract yard jockeys, guards and supervisors as defined in the Act.

3. ARTICLE 4-SUCCESSORS AND ASSIGNS

Added Language:

In the event that the Lipton Tea plant in Suffolk, Virginia is sold, transferred, merged or assigned, then this Agreement shall remain in effect only to the extent and duration provided by operation of the National Labor Relations Act, and this Agreement shall not provide any additional rights or obligations over and above those provided under law. **The Company agrees to notify the relevant parties of the existing Collective Bargaining Agreement.**

4. ARTICLE 7-UNION SHOP AND CHECK OFF

Language clean up:

Section 1 – ~~Dues~~ Membership fee Authorization

Upon receipt of a written authorization signed by an employee, the Company shall deduct from the employee’s pay the ~~Dues~~ **Membership fees** payable by the employee to the Union.

Employees may revoke their authorization during the period between forty-five (45) days and thirty (30) days prior to each anniversary of their signing a ~~Dues~~ **Membership fees** authorization form or within forty-five (45) days and thirty (30) days prior to the expiration of this Agreement.

Such revocation will be effective on either the employee's anniversary date of signing a **Dues Membership fees** authorization form or upon expiration of the Agreement, whichever is applicable.

Section 2 - Amount of Deduction

The Treasurer of the Union shall certify to the employee and Company the amount of **Dues Membership fees**. Deductions shall be based on the Company's pay cycle.

The Company shall not be required to make deductions with respect to any employee for a payroll period in which the employee is in an unpaid leave status; is receiving Worker's Compensation, Unemployment Compensation or disability benefits; or has a net pay which is less than the amount of Union **Dues Membership fees** to be deducted.

The Treasurer of the Union shall notify the Company of the amount of any arrearages, initiation fees or assessments for any employee.

The Company shall make such arrearages deductions in the amount of no more than forty dollars (\$40) per week in addition to the regular **Dues Membership fees** withheld until such arrearage, initiation fee or assessment is withheld in full. The Company shall withhold any initiation fees, fines, or assessments in equal amounts over a three (3) week period.

5. ARTICLE 9-HOURS OF WORK

Language clean up:
Language no longer applies

Section 5 - Shift Differentials

Employees ~~that are in a second shift (overnight) position (i.e. C and D shift twelve (12) hour shifts) and that are required to work on the Second Shift will be paid a differential of seventy five cents (\$0.75) per hour. Effective January 1, 2018, employees~~ that are in a second shift (overnight) position (i.e. C and D shift twelve (12) hour shifts) and that are required to work on the Second Shift will be paid a differential of eighty-five cents (\$0.85) per hour. Such differential shall be part of the wage base subject to overtime.

This overnight differential shall also apply to the whole ten (10) hour and eight (8) hour shifts where a majority of the hours of work are between ~~11:00 p.m.~~ **4:00 p.m.** and 7:00 a.m.

6. ARTICLE 9-HOURS OF WORK

New Language:

Section 6 Distribution of Overtime

C. In the interest of employee well-being, the Company will offer overtime up to six (6) days consecutively, then provide one full day of rest. In a case where there are not enough volunteers for available overtime, employees may volunteer for more than six (6) consecutive days of work in accordance with (a) then (b).

7. ARTICLE 10-REPORT AND CALL IN PAY

New updated Language:

An employee **who possesses subject matter expertise or skills that require a response** will be compensated for the interruption of receiving communications at home. **Employees will be paid a**

minimum of fifteen (15) minutes call-in pay will be paid in fifteen (15) minute increments per event, not per phone call. Follow up contacts or contacts longer than fifteen (15) minutes in duration for the same event will also be compensated as call-in pay. These hours will be calculated in the total hours worked per pay week, and will qualify for time and one-half (1 ½) hours overtime however, will not count as a consecutive work day. It is understood that unforeseen acts such as forces of nature cannot be predicted, however, the Company remains committed to provide as much notification in advance as possible to each of its employees. It is also understood that these notifications are not eligible for call-in pay.

8. ARTICLE 12-SENIORITY

Language clean up:
Language no longer applies

Section 8 - Back-Ups

~~1. Back up employees and the job classifications for which they are qualified shall be posted by the Company as soon as practical after the signing of this Agreement. Disputes over this provision shall be handled in accordance with the grievance procedure.~~

~~Thereafter,~~ The Company shall post opportunities for backup employees. The Company shall have the right to establish proper qualifications for all backup job classifications. When two or more employees within the bargaining unit have relatively equal skills and abilities for a posted backup job classifications outside their existing job classification, the employee with the greatest bargaining unit seniority shall receive the promotion.

9. ARTICLE 12-SENIORITY

New Language:

Section 1. Seniority Definition.

1. When an employee quits or resigns or is terminated for cause or takes a job elsewhere when his/her regular work is available at the Company. Exceptions may exist if an employee is rehired by the Company within one (1) year as identified in Section 1 (d) below.

C. If an individual is rehired with a break in service less than one (1) year, their service date remains the same as their original hire date. An employee who is rehired by the Company with a break in service less than one (1) year will be assigned to an available open shift and will be eligible for transfer at the next opportunity offered by the Company. In the case of retirement, the seniority will restart on the effective rehire date.

10. ARTICLE 12-SENIORITY

Language Update:

All other applications by employees applying for the permanent vacancy may do so by completing a job bid, and anything else required by the posting such as: ~~providing their resume~~, providing a summary of qualifications and any other pertinent requirements as outlined by the Company. This may include testing and/or other evaluations required for the vacancy.

11. ARTICLE 12-SENIORITY

Language clean up:

Section 7 - Training

After being awarded a promotion, the Company agrees to provide timely training on the required functions and duties of the job assignment(s) within the job classification that are assigned or

selected based on Section 2c above to the employee and for which the employee will be assessed. In the event not all employees can be trained at the same time, such training will be provided by shift in seniority order within the same job classification based on business needs, ~~but in no event more than one hundred eighty (180) days after award.~~ **In the Event training takes in excess of 180 days, the Company will notify the Union and provide and estimated date of completion.** The Company further agrees to provide training opportunities to employees based on the needs of the business.

12. ARTICLE 13-DISCIPLINE

New Language:

Section 1 – Discipline

The policy of the Company shall be to employ progressive discipline except in the case of egregious offenses. Offenses subject to progressive discipline shall drop off from the employee's record within three hundred sixty-five (365) calendar days from the date of the incident or occurrence that gave rise to the discipline. **Prior to any termination or suspension, the facts of the case will be reviewed with the site Factory Director or designee and site Human Resources Representative. Employees will be provided with a copy of the Company Attendance and Discipline policies during new hire orientation. Also, copies of the Attendance and Discipline policies will be posted.**

13. ARTICLE 14-GRIEVANCE PROCEEDURE

Language clean up:

Section 2 - Grievance Steps

Should any grievance arise as to the interpretation or alleged violation of this Agreement, the employee or employees affected or the Union shall process the grievance in accordance with the following procedures.

STEP 1: The employee(s) affected shall take up the matter with their supervisor **or assigned supervisor** within seven (7) calendar days of its occurrence, either directly or through a shop steward or other representative of the Union, and attempt to effect a satisfactory settlement. The supervisor shall have seven (7) calendar days after the grievance was first presented to orally settle the matter. If no satisfactory settlement is reached, the grievant or Union may, within seven (7) calendar days after the supervisor's answer, appeal to Step Two

14. ARTICLE 17-VACATION

Language clean up:

Regular employees accrue vacation days monthly based on active service with the Company as per the following chart:

	8-10 Hour Shift	12 Hour Shift
up to 4 Years	10 Days – 80 Hours (8 hrs/monthly)	7 Days – 84 Hours (8.4 hrs/monthly)
5-9 Years	15 Days – 120 Hours (12 hrs/monthly)	10 Days – 120 Hours (12 hrs/monthly)

10-19 Years	20 Days – 160 Hours (16 hrs/monthly)	14 Days – 168 Hours (16.8 hrs/monthly)
20 Years +	25 Days – 200 Hours (20 hrs/monthly)	17 Days – 204 Hours (20.4 hrs/monthly)

15. ARTICLE 17-VACATION

New Language:

Once selected, vacations cannot be changed or cancelled by the Company or the employee except under the following circumstances:

- a. If there are remaining date or dates come open during the vacation year from the vacation selection calendar, an employee may change their vacation to those dates on a first come, first serve basis except as described with vacation back-ups above, provided the employee notifies the Company at least ~~one work block~~ **by the end of the employee's previous work block** in advance of the requested vacation day for twelve (12) hour employees. Eight (8) and ten (10) hour employees must provide at least ~~two (2) days' notice~~ **forty-eight (48) hours prior to scheduled shift start** in advance of the requested vacation day(s).

16. ARTICLE 17-VACATION

Language Update:

Section 4 - Reserved Vacation

The Company may require employees to reserve up to ~~sixty (60)~~ **twenty-four (24)** hours of paid vacation time in a calendar year for the purpose of: if the Company shuts down the plant or any production equipment for reasons such as lack of orders, inventory reduction, maintenance, installation of new equipment, or a scheduled plant shutdowns.

17. ARTICLE 17-VACATION

Language clean up:

(Remove language referencing Letter of Understanding, no longer relevant)

Article 17 Vacation

~~Section 7—Vacation Increments~~

~~NOTE: Refer to Letter of Understanding regarding Vacation Increment attached to this Collective Bargaining Agreement.~~

18. ARTICLE 18-HOLIDAYS

New Language:

Section 1 - Regular Holidays

The Company will provide ~~twelve (12)~~ **thirteen (13)** paid holidays:

- New Year's Day
- Martin Luther King Day
- Easter Sunday
- Memorial Day
- Juneteenth**
- Independence Day

- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Christmas Eve or day after Christmas
- Two (2) Unassigned personal holidays

19. **ARTICLE 19-Probationary Employees**

Language clean up:

The probationary period may be extended for a period of up to three (3) months **at the discretion of** ~~by mutual agreement between~~ the Company ~~and the Union~~.

20. **ARTICLE 21-EMPLOYEE INFORMATION**

New Language:

Current names, addresses, name changes, seniority dates, classification and employee identification number of members of the Union shall be forwarded to the Union on a monthly basis. In addition, a separate new hire and termination employee list shall be sent to the Union on a monthly basis. **In the event there are no changes for the month, the Company will notify the Union in writing in lieu of sending lists.**

21. **ARTICLE 23-SHOP STEWARD TRAINING**

New Language:

Based on business needs such as: vacation allotments within a job classification, scheduled absences, trials, commissioning, or production volumes, Shop Stewards and the Chief Shop Steward will be allowed to attend Shop Steward Seminars conducted by the Union of one (1) calendar day duration with no pay and no attendance points per calendar year. No more than ~~two (2)~~ **six (6)** such employees will be allowed off at any one time to attend a Shop Steward seminar provided that the Shop Steward's seminars do not conflict with Unilever-Suffolk's Safety Rallies held twice a year. The Union will advise the Company at least two (2) weeks in advance of any such seminar and submit the names of the ~~two (2)~~ stewards designated to attend ~~along with the names of any other stewards it is requesting to attend the seminar. No more than four (4) such employees~~ **up to six (6) shop stewards will be allowed off once per in any one calendar year.** The Company may allow additional shop stewards to attend a Steward's seminar if business needs permit.

22. **ARTICLE 25-BEREAVEMENT LEAVE**

New Language:

Verification for bereavement leave **such as obituary, funeral program** ~~may be~~ **is** required.

23. **ARTICLE 32-UNPAID PERSONAL USE DAY TIME** New/Updated Language:

~~Effective January 1, 2018, The Company acknowledges that unexpected events may arise and therefore, The Company~~ agrees to provide employees **with a minimum of six (6) months of service and each January 1 thereafter with two (2) forty-eight (48) twenty four (24) hours of** unpaid personal use ~~days~~ **time** to be used in ~~full shift increments~~ **half or full shift increments to address personal matters without documentation requirements.** ~~employees hired after January 1, 2018, who have completed six (6) months of service or more as of any January 1, will receive two (2) "unpaid personal use days" and each January 1 thereafter to be used in full shift increments. Each January 1 thereafter employees with a minimum six (6) months of service will be awarded this time.~~

When using ~~an~~ "unpaid personal use ~~day~~" **time**:

- a. The employee must call off of work at least one (1) hour before the start of their shift.

- b. Only one (1) **half or whole shift increment of unpaid personal use time** may be used per pay period.
- c. **Once an employee reports to work, unpaid personal use time can be used in half or whole shift increments.**
- d. Unpaid personal use ~~day~~ **time** cannot be used in conjunction with an emergency vacation day within the same pay period.
- e. Attendance points will not be assessed against an employee for using unpaid personal use ~~day~~ **time as referenced in this Article.**
- f. Unpaid personal use **time** cannot be combined with a personal holiday or designated Company holiday (i.e. the work day immediately before or after a designated holiday), or be combined with an employee's vacation (i.e. the work day immediately before or after an employee's vacation).
- g. Unpaid personal use ~~days~~ **time** cannot be carried over from year to year. If not used by December 31 of any year, unused, unpaid personal use ~~day~~ **time** will be forfeited.

24. ARTICLE 33-HEALTH AND WELFARE

Lipton Unilever is a participating Employer in the Washington Wholesalers Health and Welfare Fund ("Fund"). The Employer agrees that it is bound by, and assents to the terms of, the Agreement and Declaration of Trust of the Fund, rules adopted by the Board of Trustees in administering the Fund in accordance with the Trust, and actions of the Trustees in administering the Fund in accordance with the Trust.

NOTE: Changes to Health and Welfare are made through the Washington Wholesalers Health and Welfare Fund ("Fund"). Suggested improvements have been submitted to the Fund Trustees for consideration. Updates will be provided when available.

25. ARTICLE 36-LAYOFF AND RECALL

Language update:

Section 1 - Layoffs

If it becomes necessary to reduce the Company's work force, the following shall apply:

- D. **An employee subject to layoff who elects to promote laterally or down into a job classification and assignment(s) that they have demonstrated ability, training, and qualifications to immediately perform will start at the Max Rate for the job classification they promote into.**

26. ARTICLE 39-UNIFORMS, WORK CLOTHES, TOOLS

Language clean up:

The Company agrees to provide all required OSHA approved personal protective equipment (PPE) and Company required equipment necessary to perform the job. The Company ~~will further agree to~~ provide cleaning for Company uniforms as required by the Company. **In the event the Company desires to change the cleaning procedure or method, the Union agrees to meet and discuss such changes with the Company.**

27. NEW ARTICLE-JLM

New Language:

JOINT LABOR MANAGEMENT COMMITTEE

The Union and the Company, in order to promote cooperation, agree to meet to discuss current issues, concerns, suggestions, ideas, etc., related to the facility and the work force. Such meetings shall not be for the purpose of initiating or continuing collective bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement. Joint Labor Management Committee meetings will be scheduled at mutually agreeable times at least quarterly during normal working hours.

28. ARTICLE 47-WAGES

Language Update:

Combines Table A and Table B and removes Table C

1. The Wage Table “Job Classifications and Wage Rates for Employees” is attached to this agreement.

**WAGE TABLE
JOB CLASSIFICATIONS AND WAGE RATES FOR EMPLOYEES**

JOB CLASSIFICATION	MIN RATE	MID RATE	MAX RATE
General Labor	F0 - \$16.98	F0 - \$18.04	F0 - \$19.10
Attendant	F0 - \$16.98	F0 - \$18.04	F0 - \$19.10
Material Handler	F1 - \$19.10	F1 - \$20.17	F1 - \$21.23
Warehouser	F1 - \$19.10	F1 - \$20.17	F1 - \$21.23
QA Technician	F2 - \$21.23	F2 - \$22.02	F2 - \$23.32
Operations Technician	F2 - \$21.23	F2 - \$22.02	F2 - \$23.32
Maintenance Clerk	F2 - \$21.23	F2 - \$22.02	F2 - \$23.32
Tea Blending Associate	F2 - \$21.23	F2 - \$22.02	F2 - \$23.32
Team Coordinator Storeroom	F3 - \$23.61	F3 - \$25.47	F3 - \$27.48
Production Coordinator	F3 - \$23.61	F3 - \$25.47	F3 - \$27.48
Warehouse Coordinator	F3 - \$23.61	F3 - \$25.47	F3 - \$27.48
Inventory Control Coordinator	F3 - \$23.61	F3 - \$25.47	F3 - \$27.48
WCM Coordinator	F3 - \$23.61	F3 - \$25.47	F3 - \$27.48
Maintenance Apprentice	F4 - \$24.00	F4 - \$26.00	F4 - \$28.00
Maintenance Technician	F5 - \$28.12	F5 - \$29.18	F5 - \$30.51
Electrician/ Instrument Technician	F6 - \$30.24	F6 - \$31.05	F6 - \$32.00
Machinist	F6 - \$30.24	F6 - \$31.05	F6 - \$32.00
Central Maintenance Planner	F7 - \$31.30	F7 - \$32.11	F7 - \$33.28
Mechanical Maintenance Planner	F7 - \$31.30	F7 - \$32.11	F7 - \$33.28
Maintenance Coordinator	F7 - \$31.30	F7 - \$32.11	F7 - \$33.28
Electrical Coordinator	F7 - \$31.30	F7 - \$32.11	F7 - \$33.28
Mechanical Technical Coordinator	F7 - \$31.30	F7 - \$32.11	F7 - \$33.28

In the Wage Table, progression from Min to Max will occur as follows:

- a. New hires within job classification shall start at the min rate within the job grade. After the successful completion of a probationary period, a new

hire will advance to the mid-rate within the job grade. After the successful completion of a six (6) month evaluation, which occurs six (6) months after the successful completion of the probationary period, the new hire shall move to the max rate within the job grade.

- b. Employees promoting (up, down, or lateral) shall start at the min rate within the job grade. After successful completion of the one hundred twenty (120) day disqualification period, the promoted employee will advance to the mid-rate within the job grade (see Seniority Article 12 Section 4-Filling Permanent Vacancies). After the successful completion of a six (6) month evaluation, which occurs six (6) months after the successful completion of the disqualification period, the promoted employee shall move to the max rate within the job grade.

- 2. **The wage rates outlined in the Wage Table will increase by two percent (2%) upon ratification of this Agreement.**
- 3. **One (1) year from the date of the ratification of the Agreement, the wage rates will increase by two percent (2%).**
- 4. **Until their wage rate is aligned to the wage rate outlined in the Wage Table, employees in a job classification where the current wage rate is higher than the wage rate outlined in the Wage Table will receive:**
 - a. **A wage rate increase of one percent (1%) upon ratification of this Agreement**
 - b. **A wage rate increase of one percent (1%) one (1) year from the date of the ratification of the Agreement**

29. ARTICLE 48-DURATION

Language Update:
Proposed two year agreement

This Agreement shall be in full force and effect from twelve AM (12:00 am), Eastern Standard Time on **October 1, 2021** to eleven fifty-nine PM (11:59 pm), Eastern Standard Time on **September 30, 2023** and for additional periods of one (1) year thereafter, unless either party hereto shall give written notice of its intent to terminate or modify the Agreement by registered mail to the other party with a post-mark not less than ninety (90) nor more than one hundred twenty (120) days prior to **September 30, 2023**, or prior to the end of any yearly period thereafter.

30. SIDE LETTERS

Language update and clean up:

Renew and update all current side letter agreements, except as noted below.

Side letter A - Health and Welfare participation and contributions - Retain and update

Side letter B - Vacation Increments - Delete. JLM moved to main agreement

Side letter C - UFCW International Safety Programs - Retain and update

Side letter D - Company Hourly Production Bonus Plan - Retain and update
Side letter E - Unilever SHARES Plan - Retain and update
Side letter F - Ongoing Company Programs - Retain and update. Remove no longer offered
“Matching Gift Program”
Side letter G - Maternity and Paternity Support (MAPS) - Retain and update
Side letter F - Holiday Pay 2016 - Delete. No longer needed