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Title: **Tropicana Products, Inc. and International Brotherhood of Teamsters (IBT) Local No. 173 (2001)**

K#: **402**

Employer Name: **Tropicana Products, Inc.**

Location: **FL Bradenton**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **173**

SIC: **2033**

NAICS: **311421**

Sector: **P**

Number of Workers: **1700**

Effective Date: **04/15/01**

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**DAIRY CONFERENCE**  
**UNITED STATES AND CANADA**  
**OF THE INTERNATIONAL**  
**BROTHERHOOD OF TEAMSTERS**  
**MASTER AGREEMENT**

**April 15, 2001 through April 14, 2006**

**The plant production, maintenance employees and truck drivers**

**Tropicana Products, Inc., Bradenton & Ft. Pierce, Florida**

**and**

**I.B.T. Local No. 173**

**DAIRY CONFERENCE  
UNITED STATES AND CANADA  
OF THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS  
MASTER AGREEMENT**

**Covering employees, as specifically cited in the Addendum hereto, of Tropicana Products Inc., for the period of April 15, 2001 through April 14, 2006 of the local bargaining unit presently recognized by the parties as follows:**

**The plant production, maintenance employees and truck drivers  
Tropicana Products, Inc., Bradenton & Ft. Pierce, Florida**

**and**

**I.B.T. Local No. 173**

**Tropicana Products, Inc., hereinafter referred to as the Company and the Dairy Conference, United States and Canada of the International Brotherhood of Teamsters, together with Teamsters Local Union No. 173, both affiliated with the International Brotherhood of Teamsters, or its successor, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Master Agreement.**

**When used herein the masculine pronoun includes individuals of both sexes.**

**The terms and provisions of this Master Agreement shall apply to the aforementioned local bargaining unit recognized by the parties.**

## ARTICLE 1

### RECOGNITION

**Section 1.1** The Company agrees to recognize and does hereby recognize the Union or its successor, as the exclusive bargaining agency for those classifications of employees covered by this Master Agreement as may be presently or hereafter represented by the Union and as listed in the Addendum, which is attached to and made a part of this Master Agreement, with respect to the bargaining unit of the location cited in said Addendum.

**Section 1.2** In the event that the Union organizes a heretofore unorganized facility of Tropicana Products, Inc., the parties agree that representation should be determined by a National Labor Relations Board stipulation for certification upon consent election.

## ARTICLE 2

### TRANSFER OF COMPANY TITLE OR INTEREST

**Section 2.1** This Master Agreement shall be binding upon the parties hereto for the life thereof. It is understood by this Article that the parties hereto shall not use any leasing device to a third party for the specific purpose of evading this Master Agreement. This Article shall not be applicable to a bona fide sale of the business entity to a third party, but shall be applicable to any merger or consolidation of two or more business entities, any of which are parties to this Master Agreement.

**Section 2.2** In the event of change in management or geographical location of the plant, or sale of the Company, continuation of the provisions of this Master Agreement and the Addendum thereto, shall be binding upon their successors, administrators, executors and assigns for the life thereof.

## ARTICLE 3

### UNION SECURITY

**Section 3.1** The following provisions regarding Union security are applicable only at the Company's plant, set forth in the Addendum of this Master Agreement, located in states having laws permitting same. If the Company's plant set forth in the Addendum of this Master Agreement is in a State having laws prohibiting same, said provisions shall not apply; but if present established State and Federal laws affecting such States are amended during the term of this Master Agreement, the parties agree that a Union security clause in accord with such amended law or laws shall become a part of this Master Agreement.

**Section 3.2** In the event that the Florida State Right To Work law is modified or abolished, the following language would then apply to this document: As a condition of continued employment, all persons who are hereafter employed by the Company in the unit subject to this Master Agreement shall become members of the Union not later than the 31st day following the beginning of their employment or the effective date of this Master Agreement, or of the Local Addendum, whichever is the later; the continued employment by the Company in said unit of employees who are already members in good standing of the Union shall be conditioned upon those persons continuing their payment of periodic dues to the Union; and the continued employment of persons who were in the employ of the Company prior to the date of this Master Agreement and who are not now members of the Union shall be conditioned upon those persons becoming members of the Union not later than the 31st day following the execution of this Master Agreement. No requirements for maintenance of membership in good standing beyond those provided for in the Labor Management Relations Act of 1947, as amended, shall be required by the Union.

Recognizing that the Union is required to represent all employees in the bargaining unit, basic fairness demands that non-Union employees contribute toward the cost of representation. It is agreed, again, where permissible by law in those States in which a Union Shop is not permitted, that all non-Union employees as a condition of employment, will pay a sum to the Union which is the equivalent to the payments required of Union members in the bargaining unit.

The failure of any person to become a member of the Union at such required time shall

obligate the Company, upon receipt, via registered mail, of written notice from the Union to such effect, and to further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such persons within fifteen (15) days after receipt of such notice. Further, the failure of any person to maintain his Union membership in good standing, as required herein, shall, upon receipt, via registered mail, of written notice from the Union to such effect, obligate the Company to discharge such person within fifteen (15) days after receipt of such notice.

In those instances where the language above hereof may not be validly applied, the Company agrees to recommend to all employees that they become members of the Local Union and maintain such membership during the life of this Master Agreement, to refer new employees to the Local Union representative, and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this Master Agreement. Such recommendations shall be put in writing upon request by the Local Union.

Nothing contained in this Article shall be construed so as to require the Company to violate any applicable law.

#### **ARTICLE 4**

#### **CHECK-OFF**

**Section 4.1** The Company agrees to deduct from the pay of all employees covered by this Master Agreement, dues, initiation fees, fines and/or assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month in which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. Check-off procedure shall be worked out locally. If there is no agreement, the matter shall be referred to the grievance procedure. No deduction shall be made which is prohibited by applicable law.

**Section 4.2** If in compliance with State and Federal Law, the Company will recognize authorization, on cards providing indemnity to the Company, for deduction from wages for contributions to DRIVE. It is understood that such authorized deductions shall be made on a monthly basis.

## ARTICLE 5

### PROBATIONARY EMPLOYEES

**Section 5.1 "Probationary Employees" for the purpose of this Master Agreement shall be new employees hired for regular full-time work.**

**Probationary employees shall be subject to the provisions of the Master Agreement except that they shall have no seniority and may be discharged during their trial period without recourse. Such employees shall be on probation for a trial period of thirty-one (31) days unless such period be extended by mutual agreement between local management and the Local Union. Upon serving the trial period successfully, the employee's seniority shall be retroactive to the date of his last employment.**

**The Company agrees that no probationary employees shall be discharged at any time during the trial period solely for the purpose of circumventing application of seniority, as provided for in this Master Agreement.**

**The local management shall give the Local Union a list of the probationary employees hired and/or discharged (prior to the expiration of the trial period) at least once in each thirty (30) day period.**

**Section 5.2 The local management and Local Union may negotiate provisions for periods of seasonal employment and define the terms of employees for seasonal, part-time or casual employees.**

## ARTICLE 6

### MAINTENANCE OF STANDARDS

**Section 6.1 The Company agrees that all conditions of employment in its individual operations relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Master Agreement unless agreed to in the course of negotiations. The**

**conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Master Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Company or the Union in applying the terms and conditions of this Master Agreement if such error is corrected within ninety (90) days from the date of error. No other operation shall be bound by the voluntary acts of another operation when it may exceed the terms of this Master Agreement.**

**Section 6.2 Local Union and local Company management shall reduce to writing at the time of negotiating Addendum for the bargaining unit better conditions if any, protected by this Article. Any disagreement between the Local Union and the local Company management with respect to these conditions shall be subject to all provisions of Article 32. All such written agreements with respect to better conditions shall be submitted to the Joint Area Committee for final approval.**

**Section 6.3 The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with terms and provisions of this Master Agreement. Any such agreement shall be null and void.**

**Section 6.4 Recognizing that the Company, during the period of this Master Agreement, may install new types of equipment, change equipment and methods of plant operation, remodel or construct new plants or facilities and manufacture and sell new products, the following procedure will be followed in establishing wage rates for any new or changed jobs:**

- a. Prior to putting into operation, Local Management will set and notify Local Union of the wage rate for any new or changed job. Such rates shall commensurate with the rate in effect for comparable jobs requiring relative skill and working conditions.**
- b. If the Local Union disagrees with the wage rate set by Local Management it shall notify Local Management in writing of its desire to negotiate the rate no later than sixty (60) days following the effective date of the new rate.**
- c. If unable to agree on the new rate, either party may appeal immediately to Joint Area Committee under the terms of Article 30, Section 4.**



## **ARTICLE 7**

### **STEWARDS**

**The Company recognizes the right of the Union to designate job stewards and alternates from the Company's seniority list of employees actively at work. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:**

- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreements;**
- b. 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:**
  - 1. Have been reduced to writing, or**
  - 2. If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods, or any other interference with the Company's business.**

**Stewards have no authority to take strike action, or any other action interrupting the Company's business, except as authorized by official action of the Union.**

**The Company recognizes these limitations upon the authority of stewards, and shall not hold the Union liable for any unauthorized acts. The Company in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.**

## **ARTICLE 8**

### **TIME OFF FOR UNION ACTIVITIES**

The Company agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other official Union business, provided seven (7) calendar days written notice is given to the Company by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Company's operations due to lack of available employees.

## ARTICLE 9

### LEAVE OF ABSENCE

**Section 9.1** Any employee desiring leave of absence from his employment shall secure written permission from both the Local Union and Company. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Written permission for extension must be secured from both the Local Union and the Company. During the period of absence, the employee shall not engage in gainful employment unless mutually agreed upon between the parties. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

A female employee shall be granted a maternity leave of absence at such time as her medical doctor certifies in writing to the Employer that such leave is necessary. After delivery, such female employee shall be permitted to remain off work until her medical doctor certifies that she is able to resume the full range of her regular job duties.

**Section 9.2** When an employee is granted a leave of absence, the employee shall have the option to pay the Company, where the plans permit, prior to the leave of absence being effective and prior to any extension thereof, sufficient money to pay the required contributions to Health and Welfare or Pension Funds during the period of such absence.

## ARTICLE 10

### WORK ASSIGNMENTS

**Section 10.1** Recognized work of employees within the bargaining unit included

herein shall be performed by those employees covered by this Master Agreement. However, the parties recognize that local circumstances, and/or emergencies may necessitate exceptions to this general rule. Such exceptions may be made by mutual agreement between the Local Union and the local Management.

Section 10.2 The Company may utilize managerial, professional, or engineering employees as managerial trainees, or for the purpose of performing work during the experimental, research and development states of new product, and/or changes in any methods of processing for the purpose of training bargaining unit employees with the prior approval of the Local Union or the Joint Area Committee.

## ARTICLE 11

### PICKETING

Section 11.1 It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket lines at the Company's place of business. The Union agrees to do everything reasonably within its power to insure the Company of an opportunity equal to that of any of its competition of servicing an account or obtaining supplies.

Section 11.2 Within seven (7) working days of filing a grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

## ARTICLE 12

### DISCHARGE

The Company shall not discharge any employee without just cause and shall give at

least one warning notice of a complaint against such employee, to the employee, in writing, and a copy of the same to the Union, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty, striking and/or threatening an employee or member of management, violation of the Company's Substance Abuse Policy, carrying unauthorized passengers on a Company vehicle, violation of a safety rule, policy, or procedure, causing injury, refusal to comply or assist in the operations or the services of the Company when reasonable requests are made by supervisory personnel, which are not in conflict with the provisions of this Master Agreement, and inability to pass a physical examination prescribed by government requirements.

In addition to those conditions as set forth in the paragraph above, the Company may suspend an employee at the same time a warning notice is issued for serious violations of the Master Agreement or Local Addendum.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice.

Any employee may request an investigation as to his discharge or suspension under the provisions of the dispute and grievance procedure stated herein and should such investigation prove that an injustice has been done the employee, he shall be reinstated. The Joint Committee shall have authority to order full, partial, or no compensation for the time lost. The discharged employee must appeal in writing to the Company, with a copy to the Union, within seven (7) days from time of discharge in order to receive the right of investigation.

An employee receiving any discharge or suspension from the Company has the right, upon request, to have a shop steward present. If the shop steward is not available, the employee may choose a bargaining unit employee to attend the meeting.

Rules and regulations with respect to conduct and corresponding disciplinary action may be drafted by the Company and submitted to the Local Union upon reasonable notification prior to implementation of said rules and regulations.

## ARTICLE 13

### EXAMINATION AND IDENTIFICATION FEES

Physical, mental, or other examinations required by a government body or the Company shall be complied with by all employees, or any applicant for employment expenses of said examination required by the Company or by a governmental body shall be borne by the Company after the initial examination upon employment.

The Company reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have the employee re-examined at the Union's expense.

If the Company-selected physician and the Union-selected physician disagree, the Company and the Union shall jointly select a physician and have the employee re-examined at the Company's expense. The results of the third examination shall be final with respect to the employee's ability to work.

Should the Company find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employee. The cost of such identification shall be borne by the Company.

#### ARTICLE 14

#### PASSENGERS

No driver shall allow anyone other than employees of the Company, who are on duty, to ride on his truck except by written authorization of the Company.

#### ARTICLE 15

#### COMPENSATION CLAUSE

The Company agrees to cooperate toward the prompt settlement of employees on-the-job injury claims when such claims are due and owing. The Company shall provide workers' compensation protection for all employees even though not required by State law.

#### ARTICLE 16

#### MILITARY CLAUSE

**Employees enlisting or entering the military or naval service of the United States pursuant to the provisions of Part III, Title XXXVIII of the United States Code dated December 3, 1974, as amended, shall be granted all rights and privileges.**

## **ARTICLE 17**

### **EQUIPMENT, ACCIDENT, REPORTS**

**Section 17.1 The Company shall not require employees to take out on the streets or highways any vehicles that are not in safe operating condition, or equipped with the safety appliance prescribed by law. It shall not be a violation of this Master Agreement where employees refuse to operate such equipment unless such refusal is unjustified.**

**Section 17.2 Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Company, the employee before starting his next shift, shall make out an accident report in writing on forms furnished by the Company and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision shall subject such employee to disciplinary action by the Company.**

**Section 17.3 Employees shall immediately, or at the end of their shift, report defects of equipment. Such reports shall be made on a suitable form furnished by the Company and shall be made in multiple copies, one copy to be retained by the employee. All equipment which is refused because it is not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. The Company shall not ask or require any employee to take out equipment that has been reported by any other employee as being in unsafe operating condition until same has been approved as being safe by the Company's mechanical department or a qualified individual authorized by the Company.**

**When the occasion rises where an employee gives written report on forms in use by the Company of a vehicle being in an unsafe working operating condition, and receives no consideration from the Company, he shall take the matter up with the officers of the Union, who will take the matter up with the Company.**

**Employees shall not be charged for loss or damage to equipment.**

## ARTICLE 18

### PAID FOR TIME

All hourly paid employees covered by this Master Agreement shall be paid for all time spent in service of the Company. Rates of pay provided for by this Master Agreement shall be computed from the time the employee is ordered to report for work and registered in and until he is effectively released from duty. All time lost by truck drivers due to delays as a result of overloads or certificate violations involving Federal, State, or City regulations, which occur through no fault of the driver, shall be paid to the driver.

## ARTICLE 19

### POSTING NOTICE

The Company agrees to the posting within its business premises of notices of official Union business and/or meetings by an elected or appointed official of the Local Union.

## ARTICLE 20

### UNION COOPERATION

The Union, as well as the members thereof, agree at all times as fully as it may be within their power to further the interests of the Company.

## ARTICLE 21

### UNION ACTIVITIES

Any employee member of the Union acting in any official capacity shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Company's business, nor shall there be any discrimination

against any employee because of the Union membership or activities. However, it is agreed that the Company shall not be required to pay an employee for any time that he is taken away from his work to serve the Union in any official capacity or serve on any Union Committee.

## ARTICLE 22

### SEPARATION OF EMPLOYMENT

Upon discharge or quitting, the Company shall pay all money due to the employee on the payday in the week following the termination of employment.

## ARTICLE 23

### INSPECTION PRIVILEGES

Authorized agents of the Union shall be permitted on the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Master Agreement is being adhered to providing, however, that there is no interruption of the Company's working schedule. It is agreed that authorized Union agents shall notify management of their presence on the Company's property.

Upon written request, the authorized Local Union agent shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute.

## ARTICLE 24

### SANITARY CONDITIONS

It is mutually agreed and the Company insists that all plants be maintained in a sanitary condition at all times. This rule shall apply to the general condition of the factories including restrooms, lunchrooms, and drinking fountains.



## **ARTICLE 25**

### **WAGES AND HOURS**

**Conditions, wages, and hours, not covered in this Master Agreement, shall be observed and paid according to the Addendum attached hereto and made a part of this Master Agreement.**

## **ARTICLE 26**

### **SEPARABILITY AND SAVINGS**

**If any Article or Section of this Master Agreement or any Addenda thereto should be held invalid or illegal by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Master Agreement and any Addenda thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid or illegal or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.**

**In the event that any Article or Section is held invalid or illegal or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or the Company for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. Should the parties be unable to reach agreement on a mutually satisfactory replacement, the matter shall be handled under the provisions of Article 31.**

## **ARTICLE 27**

### **AVAILABILITY OF AGREEMENT**

**A copy of this Master Agreement shall be available to employee members of the Union at the location covered when requested of their Local Union.**

## **ARTICLE 28**

### **SENIORITY**

**Section 28.1 Local Management and Local Union shall determine whether this provision shall apply within recognized departments or the entire plant at the location of the bargaining unit and shall so specify in the Addendum to this Master Agreement. When capable of performing the work, seniority shall prevail for regular employees in such plant or departments thereof under the following circumstances:**

- a. Reducing forces and layoffs because of lack of work.**
- b. Filling vacancies, promotions, and new jobs.**
- c. Selecting vacation periods.**

**Section 28.2 In reducing forces or layoffs because of lack of work or legitimate cause, the last employee hired shall be the first employee laid off in the plant or departmental seniority group, whichever type of seniority applies. In returning to work, the last employee laid off shall be the first employee recalled provided the employee is qualified to perform the available work.**

**Section 28.3 Job vacancies, promotions, and new jobs shall be posted immediately by the Company on the proper bulletin boards for a period of five (5) working days, setting forth generally the facts and conditions in respect to such jobs and requesting bids therefore. Any regular employee in the department or plant (depending on whether plant-wide or departmental seniority has been negotiated in the Local Addendum) may make application in writing in duplicate to fill such vacancy, one copy of which shall be filed with the Company and the other with the Local Union. Between capable employees as determined by the Company and the Local Union, the employee with the most seniority applying for the vacancy shall be appointed to fill the same. However, the Company may temporarily fill the vacancy until such appointment is made, but for no longer than seven (7) days, unless agreed to by the Company and the Local Union. No more than two job changes will be made as a result of bidding under this provision. An employee shall not be permitted to bid laterally or down in classification under this provision for six (6) months following a successful bid, unless his job is eliminated or unless otherwise agreed to between the parties in an individual case, or unless otherwise negotiated in a local**

addendum. Should any employee bidding in such job fail to qualify after a trial period of fifteen (15) days, he shall be returned to his old job. Said trial period may be extended by mutual agreement between the parties. All job vacancies shall be posted for bid at the then-current contract rates.

**Section 28.4** When a job is eliminated, the senior employee affected by the job elimination may "bump" the least senior man in his job, and if there is no junior employee in the same job, he may displace the least senior man in his wage classification, and the process continues through each wage classification down to general labor. The employee displaced by the "bump" may "bump" the least senior man in the next lower wage classification or any other lower wage classification down to general labor in the plant or in his departmental seniority group (whichever type of seniority applies at the location) provided he is qualified to perform the job. Should such employee not be qualified to perform such job, he may "bump" the least senior employee in general labor classification provided he is qualified to perform that job.

**Section 28.5** The parties recognize that in scheduling vacations, the Company shall necessarily consider the capabilities of the employee involved in order that capable employees shall be retained on the working force at all times.

**Section 28.6** If negotiated between the Local Union and the Local Company, Stewards shall have super seniority for the purpose of layoff, provided they are capable of performing the work.

**Section 28.7** Notwithstanding the foregoing provision as to seniority, it is the intention of the Company and the Local Union that employees, who, because of illness or other disability, are unable to handle their regular work to advantage or to perform their regular work without risk of injury to themselves, will be given preference as to such work as they are able to do and shall carry their full accumulated seniority to the new job for purposes of layoff only. The conditions of employment of such employees, including the application of their seniority, their hours and wages, shall be discussed and agreed upon by the Company and the Local Union prior to any such change therein.

**Section 28.8** A seniority list shall be prepared for each location in accordance with recognized department or plant seniority. Any alleged discrepancy of an employee's seniority date must be grieved in writing within thirty (30) days after the posting of the seniority list. Seniority shall apply only to regular employees and shall be determined by the length of service with the Company, or a predecessor company from the date of his last employment. Any dispute with reference to seniority shall be processed through the Grievance Procedure.

**Section 28.9** An employee's capabilities shall be determined by the Company and the Local Union. Should they be unable to agree, the matter shall be processed through the Grievance Procedure.

**Section 28.10** Seniority shall be broken only by discharge, voluntary quitting, or layoff for more than three (3) years. In the event of layoff, an employee so laid off shall be given one week's notice of recall by certified mail to his last known address and during that week, the employee must notify the Company in writing of his intention to return to work. In the event the employee fails to make himself available for work within one (1) week after receipt of notification, he shall lose all seniority under this Master Agreement. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights, except that he shall be required at not more than six-month intervals to provide said proof of his inability to work as a result of such sickness or injury.

If a reasonable expectancy exists that an employee may be absent from his job for a period of approximately one year, the Company will post the job of the ill employee for bid. Upon recovery from illness, the employee will be given a job that is substantially similar to his former job or a job commensurate with his physical ability to perform. The employee so displaced may exercise his bumping rights in accordance with Section 28.4.

**Section 28.11** An employee who leaves the classification of work covered by this Master Agreement, but remains in the employ of the Company in some other capacity, may retain seniority rights upon return to the original unit providing that he returns within a period of time agreed upon between local Management and the Local Union. In the absence of such express agreement, such employee shall lose all seniority rights.

**Section 28.12** The parties recognize that from time to time, the need of the business may require changes in operations, opening of facilities, closing of facilities and transfer of certain operations. It is recognized that such changes may result in the transfer of employees thereby affecting seniority rights. All interpretations or disputes resulting from such action shall be either approved or settled by the Joint Area Committee.

In the absence of a specific agreement that has been approved by the Joint Area Committee regarding the seniority rights and disposition of employees displaced by a change in operations, employees displaced by the closing of a plant or branch, or merger of one location with another, shall be permitted to follow the work; however, if the new location is presently operating, the displaced employees shall be added to the bottom of the seniority list at the new location, according to their seniority among themselves at the closed location in the seniority category in which they previously held seniority.

## ARTICLE 29

### JOINT AREA COMMITTEE

**Section 29.1** The Company and the Union in the area incorporated by this Master Agreement shall together create a Southern States Joint Area Committee with the Dairy Conference of Teamsters. The Joint Area Committee will be Chaired by Fred Gegare, or his designated representatives. The Joint Area Committee shall consist of an equal number appointed by the Chairman, but not less than one (1) nor more than two (2) from each group.

Each party shall furnish the other the identities of their respective representatives to the Joint Area Committee and their designated alternates thirty (30) days after signing of this Agreement. The Committee representatives shall remain as designated unless either party gives the other thirty (30) days' notice that it is necessary to replace one of the representatives.

The Joint Area Committee shall convene quarterly meetings commencing January to be held during the third week of the month unless no unresolved matters have been submitted to the Committee. Interim meetings may be conducted at the mutual convenience of the parties. The Joint Area Committee will formulate rules of procedure to govern the conduct of its proceedings.

Grievances that are to be heard at a Joint Area Committee meeting shall be filed on forms furnished by Teamsters Local #173 and must be received by the parties listed below at least ten (10) days prior to the quarterly or interim meeting dates.

Copies of grievance notices, which are being submitted to the Joint Area Committee, will be sent to the following parties:

1. Fred Gegare - Chairman of the Teamsters Dairy Conference
2. Tropicana Products, Inc. - Employee Relations Manager
3. Business representatives of Teamsters Local #173.

**Section 29.2** The Joint Area Committee shall have jurisdiction over the following:

- a. Disposition of grievances which cannot be settled at the Local Union and Management level.

- b. **Negotiation of local bargaining matters which have become deadlocked at the local level.**
- c. **Interpretation of the provisions of this Master Agreement.**
- d. **Negotiations of any additions, deletions or modifications of this Master Agreement during the term thereof which may be mutually agreed upon by both parties.**
- e. **Formulation of rules and regulations for the purpose of administering this Master Agreement and its Addenda.**

## **ARTICLE 30**

### **DISPUTES OR GRIEVANCES**

**The Union and the Company agree that there shall be no strike, lockout, tie-up or legal proceedings without first using all possible means of settlement as set forth below.**

**It is agreed by the parties that all disputes or grievances shall be settled in accordance with the procedure outlined as follows in this Article.**

**Section 30.1 Any dispute or grievance shall first be acted upon by the employee with or without his shop steward and the employee's immediate supervisor.**

**Section 30.2 If the complaint is not resolved in Section 30.1, then within seven (7) days of its occurrence, or the party's awareness thereof, it shall be reduced to writing by the complainant on a form provided by the Union and submitted to authorized representatives of the Local Union, and the local Plant Employee Relations Manager, or the designated employee relations representative who shall meet within three (3) days and endeavor to resolve the complaint. In the event that such complaint is not submitted in writing within the prescribed seven (7) day period, said complaint shall automatically be decided in favor of the defending party.**

**Section 30.3 In the event that the matter cannot be decided by the parties referred to above, then the matter will be referred to the Grievance resolution Committee. The Grievance Resolution Committee will consist of two members by the Company, and two members appointed by Teamsters Local #173. The Grievance Resolution Committee will meet a minimum of once per calendar month, unless mutually agreed to by the parties.**

**Any decision reached by a majority of the members of the Grievance Resolution Committee will be final and binding on the parties.**

**Section 30.4 Should the Grievance Resolution Committee fail to reach an agreement, the matter shall be submitted to the Joint Area Committee under the procedures provided for in Section 29.1. Any decision reached by a majority of the members of the Joint Area Committee shall be final and binding on the parties.**

**Should the Joint Area Committee fail to reach an agreement, the parties shall arbitrate the matter under the rules of the American Arbitration Association. The arbitrators' decision shall be final and binding on the parties.**

**Section 30.5 It is agreed by the parties that should any dispute arise with respect to the interpretation of any of the provisions of this Master Agreement, the matter shall be submitted directly to the Joint Area Committee under the procedures set forth in Section 29.1. It is further agreed that the decision of a majority of the Joint Area Committee shall be final and binding on all parties concerned.**

**Section 30.6 The time periods referred to in the above sections may be extended by mutual agreement in the event it seems advisable to do so.**

**Section 30.7 Failure of any party to meet without fault to the other, refusal of either party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision withdraws the benefit of this Article.**

**Section 30.8 In the event of strikes or work stoppages or other activities which are permitted in case of deadlock, default, failure to comply with a majority decision, or decision of an arbitrator, no interpretation of this Master Agreement or the Local Addendum by any tribunal shall be binding upon the parties or affect the legality or lawfulness of the strike or other activities unless the adverse party agrees to be bound by such interpretation, it being the intention of the parties to resolve all questions of interpretation, or negotiation by mutual agreement unless otherwise agreed to. Nothing herein shall prevent legal proceedings by the Company where the strike is in violation of this Master Agreement.**

**Section 30.9 It is further agreed that in all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Master Agreement, the Dairy Conference of Teamsters shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period**

of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Company shall have the sole and complete right of discipline, including discharge, and such Union members shall not be entitled to or have any recourse to any other provisions of this Master Agreement.

**Section 30.10** Failure of the Dairy Conference of Teamsters to authorize a strike by a local union shall not relieve such local union of liabilities for a strike authorized by it and which is in violation of this Master Agreement.

## ARTICLE 31

### NEGOTIATIONS

**Section 31.1** Such matters which are not specifically covered within this Master Agreement and appropriate schedule attached hereto shall be open to negotiations between the parties on a unit basis between the individual Local Union and the local Company Management involved. Such agreement shall be reduced to writing and specifically labeled as Addendum appropriately describing the unit of employees, the geographical location or locations involved, the identity of the operating branch of the Company and of the Local Union involved. Such Addenda shall be attached to and be made a part of this Master Agreement.

**Section 31.2** Upon rendition of notice by one party to the other party of the intent to terminate or modify any of the present or future local Addenda that are embraced by this Master Agreement, and in accordance with the provisions of such local Addenda, each bargaining unit shall proceed to negotiate in accordance with the obligations and limitations set forth in Section 31.1 above.

The parties recognize that certain local Addenda may be of a duration that extends beyond the expiration date of this Master Agreement. Such local Addenda shall continue undisturbed in full force and effect subject only to the provisions of Article 31 and Article 32 of this Master Agreement and will be deemed to be covered by the Master Agreement until a replacement has been negotiated.

**Section 31.3** Should the Company and the Union fail to agree on the terms of a new or modified Addendum on a local level, or the Master Agreement, the controversy shall be referred to the Joint Area Committee. The Joint Area Committee shall study the requests



and proposals of both parties, investigate all pertinent facts, and conduct whatever hearings it deems necessary or desirable under each situation. Upon concluding such inquiry, the Joint Area Committee shall decide the issues, such decision to be final and binding between the parties. However, should the Joint Area Committee be unable to reach a decision, either party may, after having served written notice on the other party, resort to the use of lawful economic pressure ten (10) days following the date of such written notice of its intention to do so.

## ARTICLE 32

### MASTER SHALL SUPERSEDE

The provisions of this Master Agreement shall take precedence over any conflicting or inconsistent provision of any addendum, and the parties shall not be bound by any provisions in an addendum dealing with a subject dealt with in this Master Agreement.

## ARTICLE 33

### SUBCONTRACTING

The Company shall notify the Union concerning its intent to transfer or subcontract bargaining unit work due to insufficient manpower, equipment, ability to do the work or because of economic necessity, prior to awarding any contract. The Company shall not transfer or subcontract bargaining unit work unreasonably.

Furthermore, the Union shall have the opportunity of negotiating the effects on bargaining unit employees of work transferred or subcontracted.

All subcontractors working in the plant shall be apprized of all rules, regulations, and policies governing bargaining unit employees while on Company premises and shall be responsible for requiring their employees to adhere to the same standards of conduct.

All disputes arising under the provisions of this Article shall be subject to the grievance procedure as set forth in Article 29 and 30 of this Agreement.

**ARTICLE 34**

**NON-DISCRIMINATION**

**The Employer and the Union agree to cooperate in continuing to maintain policies and practices which prevent discrimination against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or qualified handicapped and further to affirmatively cooperate in the implementation of State and Federal regulations such as, but not limited to: Title VII of the Civil Rights Act, Civil Rights Act of 1866, Presidential Executive Order No. 11246, Equal Pay Act, Age Discrimination in Employment Act, Rehabilitation Act of 1973, Vietnam Era Veterans Readjustment Act, American with Disabilities Act, and the Family and Medical Leave Act of 1993.**

**ARTICLE 35**

**TERMINATION**

**This Master Agreement shall remain in full force and effect for a period extending from April 15, 2001 to April 14, 2006, and shall continue in full force and effect from year-to-year thereafter unless either party serves written notice sixty (60) days prior to April 14, 2006, or any anniversary date thereafter, to the other party of its intent to terminate or modify this Master Agreement.**

**The parties reserve the right to modify, delete, or add to, the provisions of this Master Agreement during the term thereof upon mutual agreement between the parties.**

**Executed this**

**CHAIRMAN SOUTHERN STATES  
JOINT AREA COMMITTEE**

**BY:**

  
\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
\_\_\_\_\_

FOR THE COMPANY

BY:

*Will Water*

TEAMSTERS LOCAL # 173

BY:

*A. J. ...*