

TENTATIVE AGREEMENTS

BETWEEN

FOREMOST FARMS USA (RICHLAND CENTER)

AND

TEAMSTERS UNION LOCAL NO. 120

This Tentative Agreement comes with full recommendation from the Committee; the Business Agents and Union Stewards.

All Articles and Sections of the current Collective Bargaining Agreement to remain in full force and effect except for the following:

(Old Language : **New Language**)

- U1.** *Update all references of Local 695 to Local 120.*

AGREEMENT

- C1.** **THIS AGREEMENT**, made and entered into this 1st day of September, 2021 **2025**, by and between **DRIVERS, SALESMEN, WAREHOUSEMEN, MILK PROCESSORS, CANNERY, DAIRY EMPLOYEES AND HELPERS UNION LOCAL NO. 695 120**, affiliated with the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, 1314 North Stoughton Road, Madison, Wisconsin 53714, hereinafter referred to as the "UNION" and **FOREMOST FARMS USA**, P.O. Box 111, Baraboo, Wisconsin 53913-0111 **8401 Greenway Boulevard, Suite 600, Middleton, WI 53562**, hereinafter referred to as the "COMPANY" or "EMPLOYER".

ARTICLE 9 – DISCIPLINE AND DISCHARGE PROCEDURE

- C5. Section 1.** Should a regular employee receive a written warning notice or suspension, a copy of same will be provided to the Union before further disciplinary action. Such warning notice or suspension is to be effective for a period not to exceed ~~ninety (90) days~~ **six (6) months**. ~~If a second offense of a similar nature is committed within six (6) months of the expiration of the first, a second warning notice or suspension will be effective for a period not to exceed six (6) months.~~ No regular employee shall be discharged without at least one (1) written warning notice from the Company, except in cases of dishonesty, drunkenness or other just cause. The Company shall discuss discharge cases with the Union in advance of taking the action of discharging an employee. This discussion shall not prevent the Company from taking the action it feels appropriate. No discipline will be administered without just cause.

ARTICLE 10 – ATTENDANCE POLICY

C6. Section 1. ~~Unexcused absences will be subject to this policy. An unexcused absence is defined as time away from work that is not scheduled in advance and approved by management. Generally, to be considered scheduled in advance, an absence must be scheduled at least twenty-four (24) hours prior to the starting time of the day of absence.~~

Section 2. ~~Some examples of absences that will be excused are: vacation days, holidays, FMLA, workers compensation, personal days and funeral leave days. Unless covered by approved FMLA, absences due to sick leave, whether paid or not, will not be considered excused.~~

Section 3. ~~An employee’s first four (4) occurrences will be tracked on a twelve (12) month rolling period. Beginning with an employee’s 5th occurrence, occurrences will be tracked on an eighteen (18) month rolling period – including the employee’s first four (4) occurrences. Also, beginning with the employee’s 4th occurrence, the Company will follow progressive discipline steps outlined below:~~

Number of Occurrences	Progressive Discipline Steps
4th Occurrence	Verbal Warning (in writing)
5th Occurrence	Written Warning
6th Occurrence	Three (3) Day Suspension
7th Occurrence	Termination

~~An “occurrence” is defined to mean any unexcused absence, provided however, consecutive absences for the same injury or illness will generally be considered as one (1) occurrence.~~

Section 4. ~~Should an employee reach the 6th occurrence level, a meeting between the Employer, employee and steward will be held to review the employee’s attendance record. Further, if an employee reached the 7th occurrence level and either party feels there are extenuating circumstances that should be considered, progressive discipline may be waived or modified, if mutually agreed.~~

ARTICLE 11 – TARDY POLICY

Section 1. ~~On being late without authorization, the following progressive discipline steps shall be followed:~~

1st Occurrence	Verbal Warning (in writing)
2nd Occurrence	1st Written Warning
3rd Occurrence	2nd Written Warning
4th Occurrence	Final Written Warning
5th Occurrence	Termination of Employment

This policy shall be administered on a rolling nine (9) month basis.

~~**Section 2.** Should an employee reach the termination level and either party feels there are extenuating circumstances that should be considered, termination may be waived or modified, if mutually agreed.~~

**Upon implementation of the new attendance policy, any occurrences accumulated from the prior attendance/tardy policies will roll over into the new attendance policy. The absence occurrences will transfer into this new policy 1 for 1 and tardy occurrences will transfer into this new policy 1 to 1/2.*

As a member of a team, all employees are important to the overall success of our operation. When you are not here, the team and the operation are significantly affected. Therefore, every employee is expected to keep regular attendance and arrive for work as scheduled. The following defines our attendance guidelines and our process for tracking excused and unexcused time away. This policy is considered a "no-fault" policy intended to provide a system that is administered consistently for all employees.

EXCUSED TIME AWAY

The following is a list of reasons that are considered excused time away: planned vacation or planned PTO day, Family & Medical Leave (FMLA), unpaid Military Leave, Union Leave, worker's compensation leave, facility closing due to inclement weather or business related closings, funeral leave, jury duty leave, subpoena as a witness or a as a defendant to a legal action or court appearance, an approved leave of absence, designated holidays (if not scheduled to work).

UNEXCUSED ABSENCES

Unexcused absences are defined as time away from work that is not scheduled in advance and approved by management. To be considered scheduled in advance, an absence must be scheduled at least twenty-four (24 hours) prior to the start time of the day of absence. Notes from a physician are still considered an absence, unless the absence qualifies under FMLA. Unless covered by approved FMLA, absences due to sick leave are not considered excused regardless of if they are paid or unpaid.

ATTENDANCE GUIDELINES

The following is a list of unexcused absences and the associated points that an employee will receive during a 12-month rolling period:

Types of Occurrences	Result/Points Issued
<i>No call, no show (two consecutive days)</i>	<i>Termination</i>
<i>No call, no show</i>	<i>6.5</i>
<i>Called in absent, no call late show or missing more than four hours of your scheduled shift</i>	<i>1</i>

<u>Tardiness or leaving early (missing less than four hours of your scheduled shift)</u>	<u>.50</u>
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NOTE: Each scheduled shift an employee is absent is considered one (1) point, unless medical documentation is provided.

Disciplinary Warnings	
Total Points	Type of Warning Issued
<u>0-9.5 points</u>	<u>No Disciplinary Action Taken</u>
<u>10 points</u>	<u>Verbal Attendance Warning</u>
<u>11 points</u>	<u>Written Attendance Warning</u>
<u>12 points</u>	<u>Final Attendance Warning</u>
<u>13 points</u>	<u>Termination of Employment</u>

Employees who reach thirteen points of unplanned occurrences (as listed above) will be subject to disciplinary action, including termination.

EMPLOYEES WITHIN PROBATIONARY PERIOD

Employees within their probationary period will follow the following disciplinary process:

Disciplinary Warnings	
Total Points	Type of Warning Issued
<u>.5 point</u>	<u>Probationary Period Extended</u>
<u>1.5 points</u>	<u>Termination of Employment</u>

ARTICLE 14 – INSURANCE

UE2. *Maintain current benefits with employee contribution to stay at 10%.*

Section 1. Effective January 1, 2017, the coverage shall change to the Team Care M9 (without R4) Health and Welfare Plan. Effective ~~January 2, 2022~~ December 28, 2025, the Employer shall contribute ~~\$185.60~~ \$227.80/Single and ~~\$452.10~~ \$554.70/Family per week for each employee. Effective ~~January 1, 2023~~ December 27, 2026, the Employer shall contribute no more than ~~\$196.70~~ \$241.50*/Single and ~~\$479.20~~ \$588.00*/Family per week for each employee. Effective ~~December 31, 2023~~ 26, 2027, the Employer shall contribute no more than ~~\$212.40~~ \$256.80*/Single and ~~\$517.50~~ \$623.30*/Family per week for each employee. In year four (4) of the agreement, the Company agrees to maintenance of benefits.

~~Effective September 1, 2023,~~ The employee contribution rate for Health and Welfare coverage will be increased from nine percent (9%) to ten percent (10%) of the actual cost of coverage.

C8. *Delete LOU Employee HRA Account Balances and incorporate into contract.*

Section 6. With the end of the Foremost Farms HRA medical plan effective December 31, 2016 for production employees at the Richland Center plant, the Company has agreed to allow employees to retain any “unused” HRA dollars only for the purpose of paying COBRA premiums for the Company sponsored medical plan in effect at the time of their retirement or for Retiree* insurance premiums. To be eligible, an employee must be age 62 and have a minimum of five (5) years of service of at least 1,000 hours per year. Unused HRA dollars are available until used up, or COBRA or Retiree insurance eligibility ceases, whichever comes first.

ARTICLE 15 – JOB POSTINGS AND TRANSFERS

C9. Section 2. Seniority shall govern which employee gets the job provided that such employee is qualified. In the event a question arises, such issue shall be taken up between management and the union committee or steward and employee involved.

Should the senior qualified employee decline the position or be disqualified by the Company during their training period (as per Section 3), the next senior qualified employee on the original job posting will be offered the job. ~~If an employee who signed the original job posting declined to accept a training period, they will again be asked if they want the job should a junior employee on the original job posting decline the job or be disqualified during their training period.~~ This process will continue until the job is filled or all bidders on the original posting have been considered. However, if following four (4) months from the date the original job posting ~~was awarded to the first senior qualified bidder~~ the position remains open, it will be re-posted.

C10. Section 7. Once an employee has accepted a trainee's position under this Article, and proves himself qualified for same, he shall not have the option to quit his new position and return to his old position, unless within ~~fifteen (15)~~ seven (7) working days he notifies the Employer otherwise, in which event he may return to his old job. If the employee is moved off the job during the trial period, the trial period shall start over.

C11. Section 9. With respect to maintenance employees, when jobs are created or when vacancies occur, such jobs shall be posted, with specific qualifications listed, for seven (7) calendar days. The posting shall be taken down at the end of seven (7) calendar days. If one or more have signed the posting, an examination, Industrial Maintenance Mechanic Test/Test 1, will be administered in seniority order by Management to determine if these employees meet the posted specifications. When an employee achieves a 70% passing score, testing for the remaining employees will cease. ~~After examination, the employee passing with the highest seniority will be awarded the job.~~ If no one signed the posting in the seven (7) calendar days or no one signing the posting passes the examination, the Company may then hire a new employee to fill the vacancy after he has taken and passed the same examination. There shall be a six (6) month waiting period to retake the Industrial Maintenance Mechanic Test 1

- An employee being awarded a maintenance position will be granted a maximum six-month training period.
- The job vacated by the employee will not be posted until they have exceeded the time of their return rights identified in section 5.
- After routine performance reviews and upon completion of six months, an evaluation of their skill set will be conducted to determine if the team member is advancing in their maintenance position. If the employee doesn't meet expectations, they will be eligible to bid on any open vacancy outside of maintenance.

The examination shall be in a form and containing contents mutually acceptable to Union and Management. The business agent may, at any time, request to review the maintenance examination that is used.

All employees taking the maintenance exam will be informed of their test score. Graded tests will be kept on file and every reasonable effort will be made to keep the results confidential. Additionally, any employee who takes the exam may, within forty-eight (48) hours of taking the exam, make a written or verbal request to the plant manager to verify their score.

Maintenance supervisors shall, during the training period, provide instruction and training to the maintenance trainee. Additionally, in the event of new equipment or technical changes, maintenance supervisors shall train the maintenance employees with respect to said new equipment or technical changes.

- U5. Section 10.** Initially, the number of floaters for each shift shall be posted and existing floaters shall select their shift by seniority. When the Company determines there is an open floater position on a shift, the opening shall be posted and floaters on other shifts may fill the opening by seniority. If a floater opening remains it shall be filled by past practice. Once a floater is assigned to a shift, whether initially or by posting on an open shift, the floater may not be involuntarily transferred or assigned to another shift. Floaters shall have the right to exercise seniority in preference of work hours. The Employer may still assign employees if not enough qualified employees are available for open jobs.

ARTICLE 18 – NIGHT PREMIUM

- C25. Section 1.** All employees whose duties require work between the hours of 6:00 p.m. and 6:00 a.m. of the following day shall be paid a night premium at the rate of ~~Fifty Cents (\$0.50)~~ Two dollars (\$2.00) per hour.

ARTICLE 19 – VACATIONS

UE3. Section 1. Effective January 1, 2022, all employees shall be entitled to and receive vacations and vacation pay as follows:

- 1 year employment or more, each year -- 2 weeks
- ~~7~~ **6** years employment or more, each year -- 3 weeks
- ~~14~~ **13** years employment or more, each year -- 4 weeks
- ~~21~~ **20** years employment or more, each year -- 5 weeks

C12. ~~(With respect to present employees who are receiving 6 weeks vacation each year for 30 years of employment or more, and any additional employees who would so qualify prior to September 1, 1985, such employees will be grandfathered at the additional vacation entitlement for as long as they are employed with the Company.)~~

UE5. Section 7. Preference in selection of vacation time shall be granted on a seniority basis. Vacations may be taken during the entire year. However, the Employer may limit the number of employees taking vacation during certain parts of the year if necessitated by an increase in milk production. Each employee shall take his vacation within twelve (12) months following his anniversary date. If the employee fails to take his vacation within this time limit through no fault of the Employer, he shall forfeit said vacation. Once a vacation period has been approved, it can only be cancelled with a minimum of two (2) weeks advance written notice.

Section 8. Vacations may be split in less than one (1) week increments with the approval of the Employer, and will be awarded on a first come first approved basis. Full weeks of vacation shall take priority over single days of vacation in terms of scheduling. ~~Employees with one (1) or two (2) weeks of annual vacation entitlement shall be allowed to utilize up to five (5) vacation days in increments of one (1) full day at a time. Employees with three (3) or more weeks of vacation entitlement shall be allowed to utilize up to ten (10) vacation days in increments of one (1) full day at a time.~~

ARTICLE 20 – HOLIDAYS

UE6. Section 1. The Employer agrees that each employee shall receive eight (8) hours pay at the straight time rate for the following holidays:

- | | |
|----------------|---|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Fourth of July | Employee's Birthday |
| Labor Day | Two (2) Three (3) Floating Holidays |

UE8. Section 7. Effective January 1, 2022, there shall be a Paid Time Off (PTO) Bank consisting of:

1. Floating Holidays (~~2~~**3**) from Article 20, Section 1

(a) Employees will receive an additional floating holiday for each ten (10) years of service completed prior to January 1st.

- ~~2. Birthday Holiday (1) from Article 20, Section 1~~
3. Banked Holidays (~~5~~ 6) from Article 20, Section 6. Employees who have worked forty (40) regularly scheduled hours in an applicable week may bank a holiday not worked that falls on their regularly scheduled day off.
4. Converted Sick Days (~~3~~ 5) from Article 22, Section 2
- (a) PTO Bank days may be used for any reason, such as sickness/injury absence, and may be taken one at a time or in any combination provided, that ~~two (2)~~ three (3) PTO Bank days may be taken in one half (1/2) day increments each year.
- (b) PTO Bank days shall be eight (8) hours in length.
- (c) PTO Bank days must be scheduled at least one (1) week in advance. If less than seven (7) days' notice, the Employer has discretion to grant or deny the PTO request. PTO Bank days combined into one (1) week or more must be scheduled in the same manner as vacation time, provided that these days will be scheduled after vacation time for the plant is scheduled. PTO Bank days cannot be taken if the effect would be to deny vacation to another employee. Management may approve an exception in case of extreme personal emergency such as death in the immediate family, accident, or sudden illness to self or the immediate family requiring a hospital visit, or a house fire. Approval for such instances will not be unreasonably withheld.

ARTICLE 21 – CLOTHING ALLOWANCE

UE9. Section 1. The Company shall furnish gloves and aprons where necessary; the Company shall furnish and launder necessary clothing equipment to be worn on the job; in such departments where rubber boots, safety rubber footwear, are necessary, two (2) pairs of uniformly high quality shall be furnished by the Company annually, and any additional pairs of safety footwear or boots shall be paid by each employee requiring same. ~~In special circumstances, the~~ The Company may will provide up to ~~One Hundred Twenty-Five Dollars (\$125.00)~~ Two Hundred Dollars (\$200.00), per year towards the purchase of safety shoes/boots. The Company and the employee will comply with OSHA regulations, or any other governmental regulations. As soon as practicable after ratification, the Company shall provide a program for direct billing the Company for the cost for a reasonable number of styles for maintenance and production employee boots. Provided Company safety standards are met, the reimbursement program shall remain available as an alternative.

Section 3. Maintenance employees shall be reimbursed up to ~~One Hundred Fifty Dollars (\$150.00)~~ Two Hundred Dollars (\$200.00) per year allowance by the Company toward the purchase of safety boots.

ARTICLE 22 – SICK LEAVE AND INJURY LEAVE
(FAMILY MEDICAL LEAVE AND SHORT TERM DISABILITY SUPPLEMENTAL PAY)

C15./C29.

Section 1. Supplemental pay may be used for FMLA leave or to supplement short-term disability insurance, as described in Section Three (3). Employees shall be entitled to sickness or injury leave payments, which shall be accumulative to the extent of ~~twenty-seven (27)~~ **twenty-five (25)** days at the rate of one (1) day for each month of service. Eight (8) hours at the employee's straight time rate shall constitute one (1) day of sickness or injury pay. An employee shall be entitled to draw upon his sickness or injury **supplemental** pay fund up to an amount which is equal to ~~twenty-seven (27)~~ **twenty-five (25)** days pay in any one (1) calendar year. After an employee has earned his ~~twenty-seven (27)~~ **twenty-five (25)** days sick leave credits he shall be entitled to ~~twenty-seven (27)~~ **twenty-five (25)** days leave each calendar year thereafter so long as the employee has worked during the prior calendar year. An employee who has earned ~~twenty-seven (27)~~ **twenty-five (25)** days leave but who does not qualify because of absence from work during the entire calendar year shall nevertheless be entitled to ~~twenty-seven (27)~~ **twenty-five (25)** days leave credit upon return to work. Employees with twenty-five (25) years of service or more shall be entitled to an additional ten(10) days of paid supplemental leave each year in instances of extended absence due to FMLA and Short Term Disability. ~~Please see “Sick Pay Memorandum of Understanding” on page 37 for detailed procedure.~~

Section 2. Effective each January 1, ~~three (3)~~ **five (5)** days shall be considered converted sick days and administered through the PTO Bank. The remaining sick days may be used pursuant to Section One (1). Effective January 1, 2026, the practice of “converting” sick days to PTO days will end. The 5 PTO days stated above will simply be put in the PTO bank for employees’ use. This does not change the total maximum amount of sick days in section one (1) above.

Section 7. ~~In the event an employee becomes ill and leaves work on or before he has completed four (4) hours work that day, the waiting day shall commence with the second half of the shift on that day and end with the first half of his scheduled shift on the following day. The waiting day for sickness shall in no event exceed one (1) day computed on an eight (8) hour day basis.~~

Section 8. ~~In the event an employee is off seven (7) days or more due to sickness or injury, such employee shall receive sick or injury leave for the first day of illness or injury and no waiting period shall be required.~~

ARTICLE 26. PROTECTION OF RIGHTS SUCCESSORS AND ASSIGNS

Section 1. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event an entire operation is sold, leased, transferred or taken over by sale, such operation shall continue to be subject to the terms

~~and conditions of this Agreement for the life thereof. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc.; of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.~~

Section 1. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, transferees, lessees, agents and assigns. The Employer agrees that all of its obligations under this Agreement shall become a condition of the sale, transfer, assignment or conveyance of the business or any of its assets. The Employer agrees that none of its operations covered by this Agreement (including equipment or other assets) may be sold, conveyed, transferred, leased, or in any other way assigned to any other person or entity without first securing the agreement of the other person or entity to employ bargaining unit employees and assume the Employer's obligations under this Agreement.

Section 2. In the event that the Employer fails to require the purchaser, transferee, lessee or assignee or any other entity as set forth in Section I to assume the obligations of this Agreement, the Employer shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require the assumption of the terms of this Agreement until its expiration date. Employees shall suffer no loss of seniority, wages, benefits, or other rights as a result of any change in ownership or management.

Section 3. The Employer shall give notice of the existence of this Agreement to any Company or other entity involved in any of the transactions as described in Sections 1 and 2. Such notice shall be in writing with a copy to the Local Union, at least sixty days prior to the time the seller, transferor or other entity executes the contract or transaction as herein described.

Section 4. In the event the Employer, or any successor, assign, purchaser, or transferee seeks judicial injunctive relief or any other court order related to or arising out of the interpretation, application, or enforcement of this Article or any dispute subject to arbitration under this Agreement, the parties agree that such matters shall immediately be submitted to expedited arbitration with the hearing to be held within 14 days of the grievance filing.

ARTICLE 28 – SENIORITY

C16. ~~Section 6.~~ ~~In the event of layoff, seniority employees placed on layoff shall have first opportunity in order of their seniority for regular, full-time employment at the other plants covered by this Agreement.~~

~~Employees transferring under this Section shall be placed at the bottom of the seniority list of such plant but retain all accrued Company seniority for purposes of fringe benefits~~

provided for in this Agreement, exclusive of layoffs, recall to work, job bidding and vacation selection:

~~The employee so transferring under this Section will have a fifteen (15) day trial period to demonstrate his/her fitness for the new job. This trial period may be extended for an additional fifteen (15) days if mutually agreed to by the parties. If the Employer decides during this trial period that the employee is not capable of performing the new job, or if the employee declines the job during this period, he/she will return to his/her original seniority list with no loss of seniority. If the employee successfully completes the trial period, he/she will be removed from the plant that he/she is transferred from and will be placed on the seniority list at the new plant.~~

ARTICLE 35 – WORKWEEK

- C17. Section 6.** ~~The Company agrees to post the schedule on Monday for two (2) weeks out, in the event of a scheduling change within seven (7) days, the Company shall notify all affected employees as soon as the change is made. Within seven (7) days, days off will not be modified unless mutually agreed to by the Company and the Employee.~~

ARTICLE 42 – POST ACCIDENT TESTING ONLY

- C20.** If an employee is involved in a work-related accident requiring medical attention of any employee or significant property damage accident, the Employer may consider the incident probable cause and immediately refer the employee(s) for drug/alcohol testing. Random testing of employees is strictly prohibited unless otherwise agreed to in writing.

~~For both drug and alcohol testing, the testing is conducted using Department of Transportation (DOT) regulations. Foremost Farms USA pays all costs associated with post-accident testing.~~

Drugs

- Urine ~~or saliva~~ drug test

ARTICLE 43 – DURATION

- U9.** *Four-year agreement.*

EXHIBIT "A"

WAGES

Section 1. It is recognized that milk processing plants of the type operated by the Company cannot generally provide full-time employment on specific jobs; and numbers employees must perform various jobs seasonally and even daily due to fluctuating production and varied manufacturing.

Section 2. The following schedule shall be the rates of pay for employees falling within the following classifications, to wit:

CLASSIFICATIONS	9/1/2024	9/1/2025	9/1/2026	9/1/2027	9/1/2028
CLASS 1	\$29.99				
Maintenance Tech 1		\$32.54	\$33.84	\$35.19	\$36.60
Maintenance Tech 2		\$34.04	\$35.40	\$36.82	\$38.29
Maintenance Tech 3		\$36.04	\$37.48	\$38.98	\$40.54
Electro mechanical Tech		\$38.04	\$39.56	\$41.14	\$42.79
Lead Maintenance Tech		\$39.04	\$40.60	\$42.22	\$43.91

Maintenance - Upon qualification based on knowledge of welding, steam, refrigeration and electricity, knowledge to be determined by exam. The rate will be One Dollar (\$1.00) per hour above the appropriate maintenance rate. The base rate for maintenance employees will be \$2.00 above production base rate. Employees successfully completing the multi-vac or PLC training program shall receive \$1.00 per hour wage increase. A \$1.00 wage increase shall be advanced in anticipation of successfully completing Fanuc robotics training when it is made available. Once this training is available each maintenance employee must successfully complete the training to retain the \$1.00 wage increase that was advanced.

CLASS 2	\$27.09	\$29.39	\$30.57	\$31.79	\$33.06
Milk Runner, Cooker - SMC, Cooker - Milk Runner Assistant, Relief Operator, Warehouse, Cooler, Starter, Evaporator, Head Maintenance, Maintenance (with more than 3 years in department), Intake, Floater, Utility Operator					
Clean-up, Whey CIP, Whey Dryer, Cheese Packaging, Maintenance (after 1 year apprenticeship), Relief Operator					
Brine Room, Packaging, Recon, Whey Bagger, Relief Operator, Powder Packaging, Maintenance (with less than 1 year apprenticeship); Janitor					

CLASS 3					
New Employee - Start	\$25.06	\$27.19	\$28.28	\$29.41	\$30.59
3 Months	\$25.31	\$27.46	\$28.56	\$29.70	\$30.89

After six (6) months of employment, new employees shall receive the classification rates.

TEMPORARY HELP	The wage for Temporary Help will be \$2.00 per hour below the New Employee pay rate. The parties are in agreement that the Company can offer new hires, based upon experience, a rate of pay "up to" the regular pay rates in the Contract.
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Floater Retention Pay: \$.25 per hour premium for all hours worked by employees holding a floater position for every 6 months of service, up to a maximum amount of \$1.00 per hour.

Maintenance Certification: One Dollar \$1.00 premium for each additional maintenance certification, examples (this is not a comprehensive list): advanced welding certification, steamfitter or pipefitter certification with Maintenance Manager approval and successful completion of Maintenance Tech 3 or Electro-Mechanical Technician, etc., while holding Maintenance Technician 3 or higher as defined above.

Floater Pay: Twenty-Five Cents (\$0.25) per hour premium for all hours worked by employees holding a floater position, for every six (6) months of service in the floater position, up to a maximum of One Dollar (\$1.00) per hour.

EXHIBIT B – MAINTENANCE STRUCTURE

A skills assessment must be successfully completed to attain these respective positions, in addition to minimum education requirements as listed below:

- 1. Maintenance Technician 1:** Entry level maintenance position and requirement to complete maintenance testing with a passing score of 70% or better
- 2. Maintenance Technician 2:** Maintenance Technician who has successfully completed half of their Industrial Maintenance (IM) Degree or Electro-Mechanical (EM) Degree or equivalent at an accredited college or technical school OR completed their Journeyman Millwright Card or equivalent OR a Maintenance Technician who has a minimum of 5 years of relevant maintenance manufacturing experience.
- 3. Maintenance Technician 3:** Maintenance Technician who has successfully completed their Industrial Maintenance (IM) Degree, Electrical Journeyman, Electrical & Instrumentation (E&I) Journeyman card, or equivalent, at an accredited college or technical school.
- 4. Electro-Mechanical Technician:** Maintenance Technician who has successfully completed their Electro-Mechanical (EM) Degree, Automated Manufacturing Systems, or equivalent, at an accredited college or technical school.
- 5. Lead Maintenance Technician or Lead Electro -Mechanical Technician:** Interview based position plus Tech III or EM skillset.

LETTER OF UNDERSTANDING ELECTRICAL MAINTENANCE MECHANIC

This role will be a new role to the Richland Center Maintenance Team. The position will be offered to existing maintenance employees prior to considering external candidates. It will need someone who is currently a certified Journeyman electrician, or at minimum a state licensed electrician, yet is comfortable with mechanical tasks as well. It will be a first shift position, typically scheduled Monday through Friday with occasional weekends. This position will be expected to come in on off shifts when needed.

Responsibilities:

- Good electrical and mechanical repair abilities
- Install and maintain plant equipment to meet specifications and regulations
- Able to install conduit and wiring for power distribution for lighting, machines, or controls
- Maintain and troubleshoot equipment and equipment failures
- Able to read P&ID's and electrical schematics
- Preventative maintenance to equipment as directed
- Versed in high voltage, low voltage and low voltage DC power
- Able to troubleshoot and program controls, servos, encoders, motors, sensors, and VFD's
- Estimate projects accurately for time and materials
- Willing to train coworkers
- Works with outside contractors on larger projects for consultation if required
- Robotics experience in troubleshooting and programming is a plus
- Required to attain additional industrial maintenance technician schooling if deemed necessary
- Strong communication skills
- Ability to weld, with the ability to weld stainless as a plus
- Good attention to detail
- Able to accurately document work, time, and materials in plant MMS (MVP Plant)
- Able to work well with limited supervision however; works well on a team too
- Maintains a positive work attitude
- Good attendance record
- Not only is a stout follower of GMP's and safety rules, but is also a leader in upholding the policies
- Understands or is willing to learn the cheese making process
- Must take and be able to pass the advanced maintenance skills test
- Flexibility in scheduling of shift and hours to accommodate training, on call, and double-time situations

Rate of pay listed in **Exhibit A - Wages** on page 32. Employees can still qualify for PLC, Fanuc Robotics, and Multi-Vac to increase this rate.

Resources:

- <https://www.wikihow.com/Become-an-Electrician-in-Wisconsin>
- <https://www.electricianschooledu.org/industrial-electrician>

Industrial Journeyman Electrician can perform all installation, maintenance, and repairs in industrial facilities:

- Two (2)-year degree and three (3) years of experience. Complete a program through a school of electrical engineering or electrical trade school program and apply five-hundred

~~(500) hours for each semester (for a total of no more than two-thousand (2,000) hours to substitute for two (2) years' experience) towards the five (5) year experience requirement.~~

LETTER OF UNDERSTANDING
MAINTENANCE STRUCTURE

During the course of negotiations for the Collective Bargaining Agreement starting September 1st, 2025, the parties agreed to change the maintenance structure. Current employees will be evaluated using skills assessment on or before March 31st, 2026, to be awarded the appropriate Maintenance Tech Level. Should an employee be awarded in a tech level which would result in a higher wage, Foremost Farms agrees to back pay those employees to September 1, 2025.

****With the ratification of the Tentative Agreement, all current employees will also receive retro wages back to September 1, 2025 and a \$500 ratification bonus. Both will be paid on separate checks and within 3 weeks of the date of ratification. Additionally, the ULP (Unfair Labor Practice) charge previously filed by the Company will be withdrawn.****

All agreements are subject to ratification and approval by Joint Council 32 and the International Brotherhood of Teamsters.