

Hesston Corporation and Hesston Corporation Workers Association agreement

Section 2, Pages 31 - 44

This an agreement between the Hesston Corporation and Hesston Corporation Workers Association that went into effect on April 1977. Included in the agreement is information for employees regarding work conditions and behavior, pay, and leave. This publication funded by the National Historical Publications and Records Commission through the Kansas State Historical Records Advisory Board.

Creator: Hesston Corporation

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LABOR GRADE	EFFECTIVE DATE	RATE MIN. - MAX.	JOB CLASSIFICATION
			Plant Engineering Planner B
			Rework Mechanic A
			Production Dispatcher
			Template Maker A
			Tool and Die Maker B
			Welder A
SEVEN	4-25-77	4.90 - 5.51	Experimental Mechanic A
	10-1-77	5.19 - 5.80	Layout Inspector
	10-1-78	5.43 - 6.04	Maintenance Man - Skilled
			Maintenance Technician B
			Production Control Analyst
EIGHT	4-25-77	5.22 - 5.79	Tool Grinder A
	10-1-77	5.53 - 6.10	Tool Designer B
	10-1-78	5.78 - 6.35	Cordax Inspector
			Maintenance Technician A
			Patternmaker A
NINE	4-25-77	5.48 - 6.08	Plant Engineering Planner A
	10-1-77	5.81 - 6.41	Tooling/Engineering Inspector
	10-1-78	6.07 - 6.67	Tool and Die Maker A

71. COST OF LIVING ALLOWANCE. - The existing cost of living allowance plan, as set out in the last previous agreement between the parties, shall be continued according to its terms until October 1, 1977. At that time, the new cost of living allowance plan, as hereinafter set out, shall replace the old plan, with the first adjustment under the new plan to take effect beginning with the first full pay period of the quarter beginning in January, 1978.

The new cost of living allowance will be granted to all employees based upon the combined cities Consumers Price Index - All Items Revised, published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 Revision). The Index for August, 1977, is the base from which adjustments will be made in 1978, and the Index for August, 1978, is the base from which adjustments will be made in 1979, until the termination of the contract on September 30, 1979. Cost of living adjustments, if any, will be on a quarterly basis beginning with the first full pay period of each quarter. Quarters shall begin in January, April, July, and October of each year beginning in January, 1978. Adjustments will be made at the beginning of a quarter on the following basis:

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QUARTER BEGINNING	THREE-MONTH PERIOD TO BE AVERAGED
January	September, October, November
April	December, January, February
July	March, April, May
October	June, July, August

Adjustments will be granted on the basis of the following schedule:

POINTS CHANGE IN CONSUMER PRICE INDEX	CENTS PER HOUR
0.4	1¢
0.8	2¢
1.2	3¢
1.6	4¢
2.0	5¢
2.4	6¢
2.8	7¢
3.2	8¢
3.6	9¢
4.0	10¢
4.4	10¢
4.8	10¢
5.2	10¢
5.6	10¢
6.0	10¢
6.4	11¢
6.8	12¢
7.2	13¢

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POINTS CHANGE IN CONSUMER PRICE INDEX CENTS PER HOUR

7.6	14¢
8.0	15¢
8.4	15¢
8.8	15¢
9.2	15¢
9.6	15¢
10.0	15¢
10.4	16¢
10.8	17¢
11.2	18¢
11.6	19¢
12.0	20¢

No adjustment shall be made in excess of twenty cents (20¢) in either of the last two contract years. The term "contract year" means October 1, 1977 to September 30, 1978 or October 1, 1978 to September 30, 1979. The amount of any cost of living allowance shall be included in computing overtime, vacation, holiday, sick leave and jury duty pay.

A six cents (6¢) upward adjustment will be granted by the Company to employees on the payroll beginning nearest April first of each contract year regardless of whether the formula results in such minimum increase. The six cents (6¢) cost of living adjustment shall remain in effect for the remainder of each contract year and has no effect on upward or downward formula adjustments above six cents (6¢) during the last six (6) months of each contract year.

The parties to this agreement agree that the continuance of the cost of living allowance is dependent upon the availability of the official monthly B.L.S. Consumers' Price Index in its present form and calculated on the same basis as the Index for August, 1977.

72. LONGEVITY PAY. — All employees who have ten (10) years seniority or more shall receive a total of ten cents (10¢) per hour longevity pay and all employees who have five (5) through nine (9) years seniority shall receive an extra five cents (5¢) per

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hour longevity pay in addition to their regular rate.

73. OVER-THE-ROAD TRUCK DRIVERS - The provisions of this paragraph shall apply only to those truck drivers normally involved in over-the-road operations and shall not apply to truck drivers involved in local operations. Further, those provisions of this paragraph relating to compensation are in place of corresponding compensation provisions in the other paragraphs of the contract. The provisions of this paragraph shall be placed into effect on or before June 1, 1977 and shall only affect miles driven and trips made after the effective date.

A. Mileage Rate - The primary compensation for drivers will be a set rate, per mile driven, as follows:

	<u>1 Driver Operation</u>
1. Prior to October 1, 1977	17¢
2. October 1, 1977, to September 30, 1978	17.85¢
3. October 1, 1978, to September 30, 1979	18.56¢

The number of miles driven will be determined from the hubometer, if available, or the odometer if the hubometer is unavailable or inoperative.

B. Standard Charges - In addition to the mileage rate above, drivers shall receive a set sum for each of the following items as provided:

1. Check in	12.00
2. Check out	12.00
3. Pick up	15.00
4. Delivery	15.00

The amount of the standard charges will be increased by 5% on October 1, 1977, and by 4% on October 1, 1978.

C. Two Driver Operations - In cases of two driver operations, the total sum due for mileage and the total sum due for standard charges shall be determined as though the trip had been made by one driver. An additional sum for mileage shall then be determined by taking the total mileage for the trip and multiplying it by two cents (2c). This amount shall be added to the amounts determined above and the total then divided equally between the

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drivers involved.

- D. Cost of Living - For each one (1) cent increase allowed for cost of living increases under the provisions of Paragraph 71, the weekly pay of each eligible driver will be increased by the sum of fifty-five (55) cents.
- E. Longevity - All drivers who have ten (10) years seniority or more shall receive \$7.00 per week longevity pay and all drivers who have five (5) years through nine (9) years seniority shall receive \$3.50 per week longevity pay in addition to their regular rate.
- F. Vacations and Holidays - Vacation and holiday time is as established in other sections of this contract. Pay for such time shall be computed at the driver's regular hourly rate and shall be based on an eight (8) hour day and a forty (40) hour week.
- G. Sick Leave - For purposes of Paragraph 42 relating to sick leave, payment to drivers shall be based on the driver's regular hourly rate.
- H. Work on Holiday or Sunday - A driver required by the Company to work on Sunday or a Company holiday shall receive pay, in addition to the compensation set out in A and B above, at the driver's regular hourly rate for each hour so worked.
- I. Funeral Leave and Jury Duty or Subpoena Leave - Payment for funeral leave and jury duty or subpoena leave under the applicable paragraphs shall be based on an eight (8) hour day at the driver's regular hourly rate.
- J. Delay Pay - In order to protect a driver from loss of income because of unavoidable delay while on the road, delay pay will be allowed at the driver's regular hourly rate. Delay pay is limited to no more than eight (8) hours delay pay for each full day the driver is dispatched. For the purposes of this paragraph, a full day means each consecutive complete twenty-four (24) hour period the driver is dispatched, the first of which begins when the driver leaves the company premises. The amount of delay pay due for any day will be reduced pro rata by all sums earned that day for mileage, check in, check out, pick ups, and deliveries. In order to be eligible to receive delay pay, the driver must notify the dispatcher at the beginning of the delay period and at the end of it. Further, the driver shall turn in any claims for delay pay immediately upon return to Hesston. Delay pay will not be allowed because of delays resulting from illness, injury, or other personal reasons.

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K. Equalization of Work - The Company agrees that in scheduling drivers it will divide the work to be performed as equally as is reasonably possible between the drivers.

74. WAGES - CALL IN - Any employee called in to work on his regular shift shall receive no less than four (4) hours work or four (4) hours pay at the rate applicable for that day. An employee shall be deemed to have been requested to report on his regular shift unless notified by the Company to the contrary at or before the close of the previous day's shift unless because of reasons beyond the control of the Company it is not possible to give such advance notice. Any employee called in on an emergency basis outside his regular shift, exclusive of normal overtime, shall receive no less than two (2) hours pay at the rate applicable for the day in addition to the pay received for the work on his regular shift regardless of the time required to take care of the emergency. Emergency call-in pay on Sunday shall be paid at double the employee's base rate.

75. WAGES - NEW CLASSIFICATION - Should any new or changed classifications arise after the effective date of this contract, the Company shall notify the Union in writing of said classification and new wage rate. The Union shall have ten (10) calendar days to object to said classification or wage rate, said objection to be filed in writing in the office of the personnel department. Should the Union file said written objection, the classification and wage rate shall be a proper subject for negotiations. If the Company and the Union cannot agree through the process of negotiation, the classification and wage rate may be submitted to arbitration.

76. INSURANCE - On the first day of the first month following the first day at work, each full-time employee may become a member of the Employees' Group Medical and Major Medical Insurance Plan. The Company will pay the total premium for individual coverage, and family coverage if applicable, for all employees who enroll.

In addition to the above health insurance plan, the Company also agrees, that for each full-time employee, it will carry, and pay for, an \$8,000 life insurance policy, an \$8,000 accidental death and dismemberment policy, and a Weekly Disability Insurance policy. The Weekly Disability policy shall provide benefits in the amount of \$90 per week for the period of the disability, up to a maximum benefit period of twenty-six (26) weeks. This weekly disability benefit will increase to \$100 per week on October 1, 1977, and to \$110 per week on October 1, 1978. Coverage under each of the above policies shall begin on the first day of the first month following the employee's first day at work.

Upon retirement, any full-time employee who has participated in the medical and life insurance plans may elect to transfer to

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individual insurance provided he files written application with the insurance carrier within thirty (30) days after the date of his retirement and agrees to pay the full premium thereon to the insurance carrier.

Refunds, if any, will be used by the Company to defray their cost of the insurance premium. In the event of a layoff or leave due to Company injury in excess of thirty (30) days, the Company will continue to pay the premium for the employee's individual coverage for the duration of the layoff or leave due to Company injury, up to a maximum of five (5) monthly payments. It is understood that the Company does not guarantee coverage for any employee, and all applications for such coverage, rights of eligibility, effective date of such coverage and settlement of all claims arising out of such coverage, both as to present and future employees, shall be in accordance with the procedures, practices, conditions, terms and rules of the insurance carrier and the Company assumes no responsibility in connection with such insurance other than the payment of such premiums as are required herein.

77. OCCUPATIONAL INJURY/DISEASE - WAGES - In the event of injury/disease incurred during the course of employment, and arising out of employment, which is determined to be compensable under the Kansas Workers Compensation Law, the Company will pay the employee at the employee's regular rate, including premiums, for the full eight (8) hour day as follows:

1. On the date of injury/disease, or
2. On the day of the first visit to the Company doctor, if other than the day of injury/disease.

The employee will be expected to return to work after treatment unless the Company doctor advises he is not able to do so that day. Thereafter, the Company will pay six (6) hours per day at the employee's regular rate, excluding premiums, except shift premium, for a maximum of five (5) regular working days missed as a result of company injury/disease. Such pay shall be granted only so long as the Company doctor reports that the employee is unable to return to work.

78. OCCUPATIONAL INJURY/DISEASE -- FOLLOW-UP DOCTOR'S VISITS - Employees who need to see the Company doctor on follow-up visits due to on-the-job injury/diseases shall be allowed time off with pay during working hours after they have returned to work, provided such visit is scheduled during the employee's regular scheduled working day.

79. RETIREMENT - Employees shall retire on the first of the month following their sixty-fifth (65th) birthday.

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80. HESSTON EMPLOYEE PROFIT-SHARING PLAN -

The Company shall have the unilateral right to continue, modify, improve, decrease or discontinue the Profit-Sharing Retirement Plan.

81. COPIES OF AGREEMENT -

The Company and the Union are desirous that each employee should be familiar with the provisions of this agreement and their rights or responsibilities as set forth herein. For this reason the Company agrees to have this agreement printed at its expense and furnish a copy to each employee, and to all new employees, upon their being hired.

82. ANNUAL UNION MEETING -

The Company agrees that it will not schedule any work on the Saturday set for the Union's annual meeting, except in cases of emergency which do not involve production. Provided, however, the Company shall be released from its obligation under this paragraph, if it is not given at least thirty (30) days prior written notice of the date set for the meeting.

83. DISCRIMINATION -

There shall be no unlawful discrimination by the Company against any employee because of race, color, creed, sex, age, religion, membership or nonmembership in a labor organization or for any other reason.

As used in the provisions of this contract, any words importing the masculine gender shall be interpreted to also include the feminine gender.

84. VETERANS AND REHABILITATION -

The Company agrees to comply with the Federal Veterans Re-employment Acts. The Company will give serious consideration to re-employment and rehabilitation of employees who have been off duty due to illness or injury; it being understood that the Company cannot, in certain instances, re-employ or attempt to rehabilitate employees when, by so doing, it would become subject to inefficiency or legal liability.

85. SAVING CLAUSE -

Should any portion of the contract be declared unenforceable by a court of final jurisdiction, then such portion shall be adjusted to comply with this ruling. Should all of the contract be declared unenforceable by a court of final jurisdiction then the entire contract shall be null and void and of no further force and effect as of the date of such final ruling.

86. AMENDMENTS -

There shall be no individual arrangements or agreements made covering any part or all of this agreement contrary to the terms provided herein, and it is understood and agreed that all amendments or supplements hereto shall be made in writing and signed by the duly authorized representatives of both the Company and the Union.

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87. DURATION - This Agreement shall take effect on the 30th day of April, 1977, except as specifically modified in this agreement, and shall remain in full force and effect through September 30, 1979, and from year to year thereafter unless either party shall give the other sixty (60) days notice in writing prior to the first day of October, 1979, or sixty (60) days prior to the first day of October of any year thereafter of their intention to terminate, modify, or amend this agreement.

88. AGREEMENT BINDING - This Agreement shall be binding upon the parties hereto, as regards the plant at Hesston, Kansas, their successors and assigns.

89. ENTIRE CONTRACT - Both parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject within the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Agreement. Neither party will be required to bargain on any matter during the term of this Agreement, provided, that the rate for new or changed jobs which the Union timely requests to negotiate pursuant to Paragraph 75, shall be subject to negotiations between the parties, but the other provisions of the Agreement shall not be affected thereby but shall remain in full force and effect. The entire contract of the parties is set forth in this Agreement and shall take precedence over previous contract between the parties.

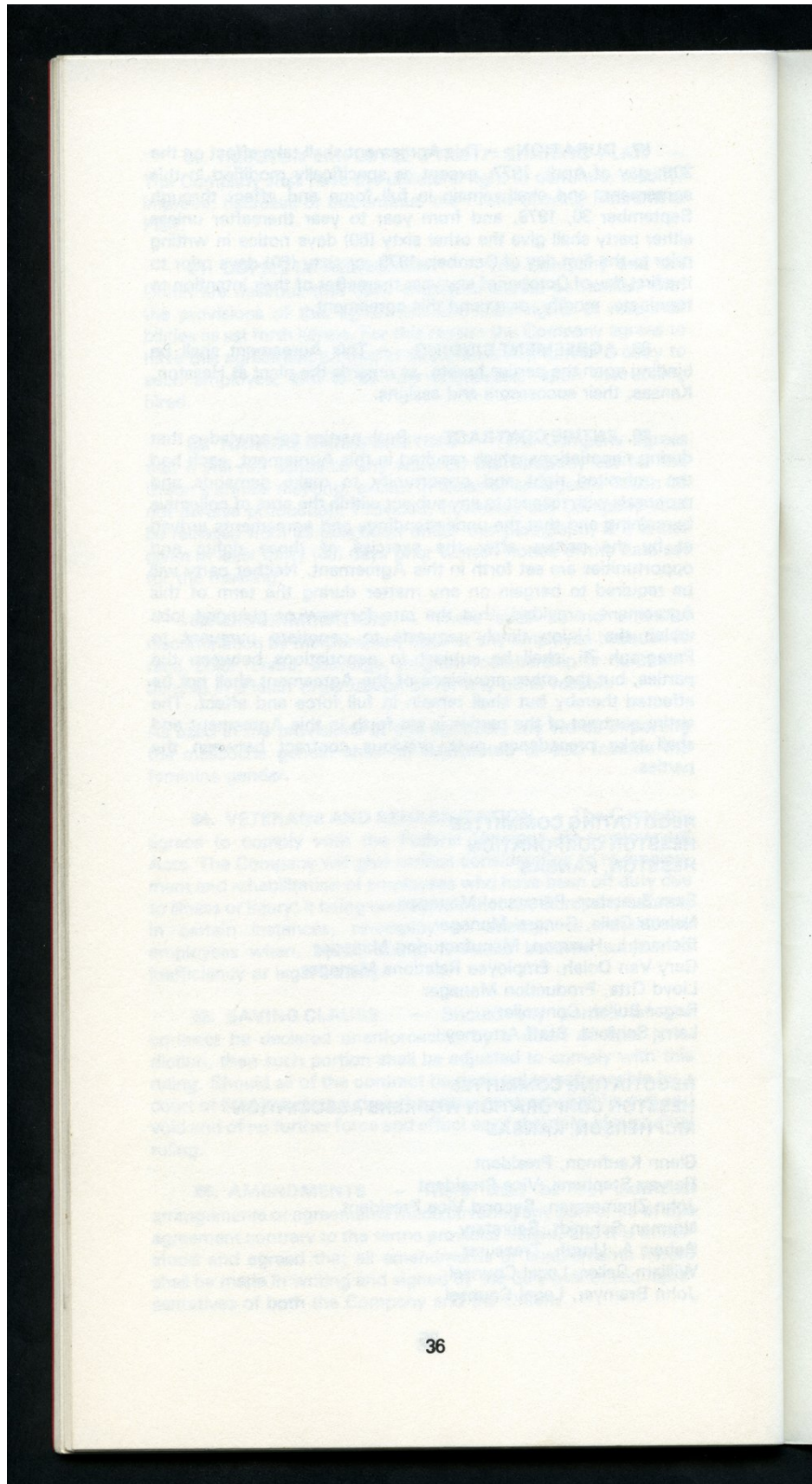
**NEGOTIATING COMMITTEE
HESSTON CORPORATION
HESSTON, KANSAS**

Sam Zuercher, Personnel Manager
Nelson Galle, General Manager
Richard L. Huxman, Manufacturing Manager
Gary Van Dolah, Employee Relations Manager
Lloyd Otte, Production Manager
Roger Buller, Controller
Larry Sanford, Staff Attorney

**NEGOTIATING COMMITTEE
HESSTON CORPORATION WORKERS ASSOCIATION
MCIPHERSON, KANSAS**

Glenn Kaufman, President
Harvey Stephens, Vice President
John Zimmerman, Second Vice President
Norman Schmidt, Secretary
Robert A. Unruh, Treasurer
William Seiler, Legal Counsel
John Bremyer, Legal Counsel

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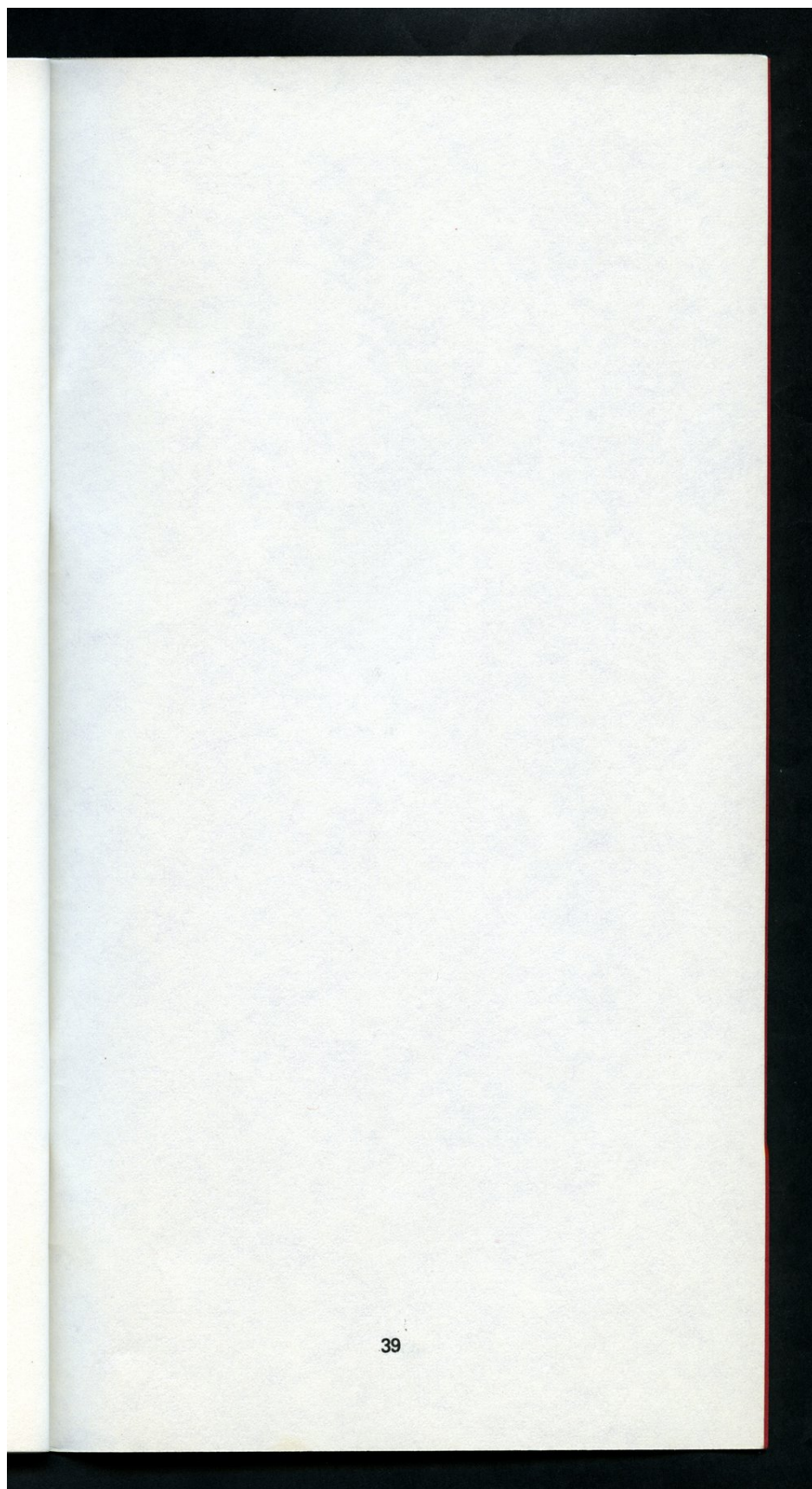
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