

HOURLY VACATION PLAN

For All Hourly Employees

of

SUPERIOR FARMING COMPANY

A Subsidiary of

THE SUPERIOR OIL COMPANY

Effective April 1, 1975

## VACATION PLAN

All regular full-time employees earn an annual vacation with pay on the anniversary date of each year of service. The vacation allowance shall be:

- Two weeks after one year of service.
- Three weeks after five years of service.
- Four weeks after twenty years of service.

The three and four week vacations will be granted in the calendar year in which an employee's fifth and twentieth anniversary date of employment falls.

### CONDITIONS

- (1) 1 An Hourly employee becomes entitled to each annual vacation on the anniversary date of employment, but after two years of service may be permitted to take the vacation on or after January 1st of each year. The Hourly employee who works continuously for one or more consecutive years up to five years will receive a check for two weeks' pay, and he may also take two weeks off from work without breaking continuity in service. All vacation pay will be made in the pay period in which the employee's annual anniversary date occurs.
- (2) Vacation schedules shall be determined by the Company and must necessarily be dependent upon operating conditions. Effort will be made, however, to schedule vacations during a period most convenient to the employee. A reasonable period of time shall elapse between each annual vacation.
- (3) If a Company recognized "Holiday" falls with an employee's regularly scheduled vacation, the vacation will be extended by one work day.
- (4) Vacations are non-cumulative and must be taken during the calendar year. Any vacation time not taken by December 31st shall be forfeited.
- (5) Vacation pay for Hourly employees will be computed by multiplying the employee's established working schedule in hours per week, times the hourly rate in effect for the position normally held by the employee, at the start of the vacation.
- (6) An Hourly employee who has completed 1,300 hours of work but less than one year, commencing with date of original employment by the company, shall receive vacation pay amounting to two percent (2%) of the employee's gross company earnings upon termination.

- (7) An employee whose service is terminated for any reason except dishonesty shall be paid for vacation earned but not taken on the following basis:
- (a) Full vacation if termination occurs on or after anniversary of hiring date - plus
  - (b) One twelfth of the vacation that an employee would be entitled to take during the next calendar year for each 30 consecutive day period completed after anniversary of hiring date. For purpose of this Plan, 15 or more consecutive days completed will be considered a full period; less than 15 days completed will be disregarded.
  - (c) Both (a) and (b) above are subject to Conditions (4) and (8) of this Plan.
  - (d) Retiring employees will be paid full vacation in lieu of taking time off in the year of retirement, regardless of anniversary date. If retirement date occurs after anniversary date, (7) (b) above will be applicable.
  - (e) Termination vacation pay will not be paid to anyone employed less than one year.
- (8) An absence within a service year, of over 180 days due to occupational accident or illness, or over 60 days due to any other reason, may cause the vacation being earned during the year in which absences occur to be reduced pro rata.
- (9) Domestic employees on temporary foreign assignment may not take their vacation during such assignment or while in transit to or from such an assignment.
- (10) This Plan is voluntary on the part of the Company and may be terminated or modified at any time. The decision of Management shall be final and conclusive with respect to every question which might arise relating to interpretation or administration of this Plan.

HOURLY SERVICE CONTINUITY POLICY

For All Hourly Employees  
of  
SUPERIOR FARMING COMPANY  
A Subsidiary of  
THE SUPERIOR OIL COMPANY  
Effective April 1, 1975

## HOURLY SERVICE CONTINUITY POLICY

Continuous Service means the period of uninterrupted service from an employee's most recent date of employment.

Continuous service will be considered broken for any of the following reasons:

- (1) Failure to report for work without proper notification and prior approval of your supervisor.
- (2) Termination of employment either voluntary or involuntary.
- (3) Layoff due to lack of work for a period exceeding 30 days.
- (4) Absence from work due to a non-occupational accident or illness, supported by a physician's statement, for a consecutive period of 52 weeks.
- (5) Employee's failure to report to work at the termination of a leave of absence or vacation without approved extension in writing by the company.
- (6) Employment with another company while on vacation or approved leave of absence.

An employee whose service has been broken, as provided above, will lose credit for all previous service and must start in as a new employee if subsequently rehired.

Continuous service is considered uninterrupted by the following circumstances:

- (1) Time due to an occupational accident or illness, provided you return to work promptly upon release by the attending physician.
- (2) Veterans re-employed within 90 days after honorable discharge from the Armed Services will receive full credit for all previous company and military service.
- (3) If a part-time or temporary employee is advanced to a full-time status, he shall receive credit for his part-time service on the basis of accrued hours worked.

This policy is voluntary on the part of the company and may be terminated or modified at any time.

HOURLY SICK LEAVE PLAN

of

SUPERIOR FARMING COMPANY

A Subsidiary of

THE SUPERIOR OIL COMPANY

Effective April 1, 1975

## SICK LEAVE PLAN

The Company Sponsored Sick Leave Plan is designed to protect the normal income of employees while absent from work due to an accident or illness, for a period depending on the employee's length of service.

### NON-OCCUPATIONAL DISABILITY

While an employee is unable to work due to a non-occupational accident or illness, he will receive payments (subject to the conditions of the Plan) in the order that follows:

- (1st) Full pay for the number of days or weeks scheduled below, less State Disability payments when applicable. An employee must apply for State Disability Insurance within the first 6 days of illness. Upon receiving State Disability Insurance payments the employee must notify the Company of the amount received in writing, to be paid the Company Sick Leave on the schedule below.

THEN,

- (2nd) State Disability Payments or \$50.00 a week from the Company, whichever is the larger. Employee must notify Company of State Disability payments.

THEN,

- (3rd) \$50.00 per week from the Company for the remainder of 52 weeks.

### Schedule of Payments According to Years of Service

<u>Accredited Service</u>	<u>Weeks of Full Pay</u>
1 year but less than 3 years	12 days
3 years but less than 5 years	4 weeks
5 years but less than 7 years	6 weeks
7 years but less than 9 years	8 weeks
9 years but less than 11 years	10 weeks
11 years but less than 12 years	12 weeks
12 years and above	13 weeks

### OCCUPATIONAL DISABILITY

If an employee is unable to work due to an occupational accident or illness he will receive his full pay and then half pay as scheduled below, less all State or Federal Workmen's Compensation Payments, made currently or retroactively under Workmen's Compensation Laws, covering the same period for which benefits are paid under this Plan.

disability caused by either an occupational accident or illness or a non-occupational accident. Salaried employees will receive sick leave payments beginning with the first (1st) day absent, regardless of the type of disability.

- (6) Two (2) consecutive periods of disability due to the same or related cause or condition and separated by a period of not more than ten (10) consecutive work days, will be considered as one continuous period of disability.
- (7) Full pay sick leave for Hourly Rated employees will be computed by multiplying an employee's regularly scheduled work hours absent by the employee's hourly rate.
- (8) If a period of disability extends from one Service Year into another Service Year, the employee only receives those benefits to which he is entitled when the disability began. The total period of disability in such cases will be charged against the Service Year in which the disability began.
- (9) When an employee has received the maximum full pay benefits to which he is entitled under this Plan in any one Service Year he shall not again be entitled to full pay benefits until he has:
  - (a) Completed thereafter credited service (including time absent from work due to vacation, holidays and jury duty) for a period of time equal to the total number of weeks for which full pay benefits were paid during such service year, and
  - (b) Returned to work for at least one work day in the next service year.
- (10) If an employee becomes disabled while on vacation, his vacation will not be affected thereby. If he is unable to return to work at the end of his scheduled vacation because of such disability, he will be considered to be on sick leave under this Plan beginning with the day he was scheduled to return to work.
- (11) This Plan is voluntary on the part of the Company, and benefits hereunder shall not be subject to assignment, garnishment, attachment, or execution. Neither shall this Plan be construed to give an employee the right to be retained in the service of the Company or to claim benefits hereunder after separation from service.
- (12) It is the intention of the Company to continue this Plan indefinitely, but the Company reserves the right to modify, suspend or discontinue the Plan at any time. Also, the decision of Management shall be final and conclusive with respect to every question which may arise relating to either the interpretation or administration of the Plan.



Maximum combined payments to an employee for either a non-occupational or occupational disability are limited to a maximum of 52 weeks for any one service year.

Schedule of Payments  
According to Years of Service

<u>Accredited Service</u>	<u>Weeks of Full Pay</u>	<u>Weeks of Half Pay</u>
1 year but less than 3 years	12 days	50 weeks
3 years but less than 5 years	4 weeks	48 weeks
5 years but less than 7 years	6 weeks	46 weeks
7 years but less than 9 years	8 weeks	44 weeks
9 years but less than 11 years	10 weeks	42 weeks
11 years but less than 12 years	12 weeks	40 weeks
12 years and above	13 weeks	39 weeks

CONDITIONS

- (1) An employee will not be eligible for Company Sick Benefits while any of the following conditions prevail -
  - (a) On authorized leave of absence.
  - (b) After date of termination.
  - (c) While laid off due to lack of work.
  
- (2) All non-occupational disabilities must be verified by submitting a written statement from the attending physician. Verification is waived when an absence in connection with non-hospitalized illnesses is not more than three consecutive work days.
  
- (3) ALL OCCUPATIONAL ACCIDENTS OR ILLNESSES MUST BE REPORTED IMMEDIATELY TO THE EMPLOYEE'S SUPERVISOR. If the occupational disability results in lost time, the employee upon returning to work must furnish a Work Release signed by the attending physician.
  
- (4) Any disability resulting from an employee's misconduct may deprive the employee of benefits under this Plan.
  
- (5) Hourly rated employees will not be paid for the first three (3) scheduled work days absent, applicable to each period of non-occupational illness. Payments shall begin with the first work day applicable to each period of

SUPERIOR FARMING COMPANY  
Hourly Employees Benefit Plans Summary

<u>Benefit Plan Name</u>	<u>Employee Contribution</u>	<u>Date of Eligibility</u>
(1) Plan Eleven Plus - Basic Group Insurance plus Major Medical Insurance (Connecticut General Life Insurance Company)	PAID FOR BY COMPANY <u>Life Insurance Coverage:</u> Employee \$4,000 Employee's Spouse 500 Dependent Children: Age 6 mos. to 19 yrs 250 Age 6 mos. and under 100 <u>Accidental Death Coverage:</u> Employee \$4,000	First of the month after having worked 80 hours in the previous month. Must continue to work 80 hours per month in order to qual- ify for coverage under the Plan.
(2) Retirement Plan	PAID FOR BY COMPANY	First of the month on or after completing one year of continuous service.
(3) Savings & Investment Plan	Employee contribution - 1-10 years=2% or 4% 10-20 years=2%, 4%, or 6% 20 years or more=2%, 4%, 6%, or 8% of earnings, depending upon length of continuous service. COMPANY'S CONTRIBUTION - 50% of the amount employee contributes.	First of the month on or after completing one year of continuous service.
(4) Sick Leave Plan	PAID FOR BY COMPANY	First of the month on or after completing one year of continuous service.
(5) Vacation Plan	PAID FOR BY COMPANY	A) If terminated, you re- ceive 2% of gross earn- ings after 1300 hours but less than 1 year. B) One or more consecutive years - 100 hours paid on anniversary date. C) Five or more consecutive years - 150 hours paid on anniversary date. D) Twenty or more consec- utive years - 200 hours paid on anniversary date
(6) Holiday Plan	PAID FOR BY COMPANY (In order to receive Holiday Pay, employee must work scheduled workday before and after holiday.)	Six paid holidays: New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day

<u>Benefit Plan Name</u>	<u>Employee Contribution</u>	<u>Date of Eligibility</u>
(7) Group Life and Accidental Death & Dismemberment Insurance Plan (Philadelphia Life Insurance Company)	<p>THE COMPANY PAYS for the basic coverage under this plan that amounts to one (1) times an employee's annual earnings less the \$4,000 of life insurance provided under PLAN ELEVEN mentioned above.</p> <p>An employee who desires <u>additional insurance coverage</u> may sign up when first eligible for <u>one</u> of the following options but <u>PAID FOR BY THE EMPLOYEE</u> by payroll deductions.</p> <p><u>Option 1</u> Additional <u>life insurance</u> equal to one (1) times annual earnings, at the cost of 74¢ per month per \$1,000 of coverage (\$5,000 would cost \$3.70 per month)</p> <p>plus Accidental Death and Dismemberment Insurance equal to <u>two</u> (2) times annual earnings, less the \$4,000 AD&amp;D coverage provided under PLAN ELEVEN, at the cost of 8¢ per month per \$1,000 of insurance, maximum amount of insurance \$25,000 (\$10,000 would cost 80¢ per month)</p> <p>or <u>Option 2</u> Accidental Death and Dismemberment Insurance equal to <u>one</u> (1) times annual earnings, less the \$4,000 AD&amp;D coverage provided under PLAN ELEVEN, at the cost of 8¢ per month per \$1,000 of insurance.</p>	First of the month on or after completing one year of continuous service.
(8) Group Long Term Disability Insurance	Employee's contribution - .61% of monthly salary. (Coverage equals 60% of monthly earnings when disabled. Benefits begin after 13 weeks of disability.)	First of the month on or after completing one year of continuous service.

<u>Benefit Plan Name</u>	<u>Employee Contribution</u>	<u>Date of Eligibility</u>
(9) Social Security	Employee pays 5.85% of each paycheck and is deducted up to \$15,300 per year. (It provides retirement income, payments if disabled, payments to family if employee dies, and Medicare at age 65.) COMPANY PAYS EQUAL AMOUNT.	Immediately upon becoming an employee.
(10) Workers' Compensation Insurance	PAID FOR BY COMPANY (Covers you for on-the-job accidents or injuries. Pays approximately 67% of normal earnings, after 3 days off the job.)	Immediately upon becoming an employee.
(11) California Disability Insurance	Employee pays 1% of wages up to \$9,000 per year. (It covers non-occupational illnesses and pays approximately 66% of normal earnings for a maximum of 26 weeks.)	Immediately upon becoming an employee.
(12) California Unemployment Insurance	PAID FOR BY COMPANY	Refer to HRD Unemployment Insurance Pamphlet, Form DE2320

Hourly employees are paid on Friday of each week.

SUPERIOR FARMING COMPANY IS AN EQUAL OPPORTUNITY EMPLOYER