

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.