

2021 RTEC Master Negotiations

Company Proposals

September 8, 2021

In the Fall of 2020, the Company and the Unions met for 14 bargaining sessions over the course of three months in an effort to negotiate modifications to the Master Agreement. The challenges faced by the US RTEC business have not changed: volume projections are down, costs continue to rise, and US RTEC Plants continue to underperform relative to their peer group. We must change our cost structure and improve plant performance in order to compete for, and ultimately regain, a market share advantage over our competitors. Additionally, the issue of RTEC scheduling practices and their negative impact on hiring, retention, attendance, plant performance and costs – an issue the Company has sought to engage with the Union on for years – is more compelling than ever in light of current and forecasted workforce trends indicating a desire for changes in the way people work.

During 2021 Master Negotiations, the Company looks forward to bargaining in good faith and considering creative ideas and solutions. The Company's positions have flexibility, and we are willing to be creative to find solutions to reach an agreement.

Many features of the RTEC Master put the Company in an uncompetitive position relative to its competitors in the industry and/or the markets where it operates RTEC plants. This is especially true in the areas of Legacy Health Care, Legacy pension, Legacy operator wages and, again, scheduling and premium pay. The Company previously proposed modifications designed to tackle these and other concerns, which still need to be addressed, but the Company is willing to forego making such proposals at this time. The Company believes that there is significant value in reaching a new ratified Master Agreement promptly – e.g., at or around the expiration date - but it is willing to work beyond that as necessary to reach an agreement, explore solutions and resolve differences.

Through these proposals, the Company has put its best foot forward in hope of securing a prompt agreement; as an incentive in this direction, the Company has streamlined its proposals over last year in order to drive meaningful and productive discussion and to meet that goal. We hope the Union will do the same.

Among other things, these initial proposals include:

- For current Transitional Employees, a significant wage increase, and a path to Legacy wage rates over time*
- For current Transitional Employees and new hires, new benefits, including dental coverage, and a significant Company contribution to employees' S and I Plan,*
- An increase to industry leading Legacy Employee wages*
- For all employees, the introduction of a vision plan*
- No change to any of the Health Care offerings employees currently enjoy*

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- *No change to the Pension plan currently enjoyed by Legacy Employees*
- *A proposed framework for addressing the way we schedule work in the RTEC plants, designed to provide predictable, consistent time off of work for employees, and allow for the hiring of new employees in way that makes sense from a cost perspective.*

DEFINITIONS. For purposes of these proposals:

- “Transitional Employees” will mean all current Regular Full Time Transitional Employees;
- “Group A Employees” will mean current Regular Full Time Employees (excludes Transitional Employees)
- “Group B Employees” will mean employees who are 1) current Transitional Employees or 2) newly hired employees

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Part 1: Proposals for GROUP A EMPLOYEES

- **Proposal 1.A: Group A Wages.** For Group A Employees and Group B Maintenance Employees (defined as employees who hold a bid job identified on **Appendix A**) only:

Year 1: 2% increase to regular straight time Group A rates

Year 2: Lump sum, to be discussed

Year 3: Lump sum, to be discussed

- **Proposal 1.A.i: Maintenance Classifications.** The Maintenance Classifications identified at **Appendix A** will receive a one-time \$1 per hour increase to their regular straight time rate in the applicable Supplemental Agreement.
 - **Proposal 1.A.ii: Electrician Rate (for discussion).** Parties to explore the establishment of an Electrician Rate.
- **Proposal 1.B: All necessary housekeeping changes to Article 8.01 and “Summary of Group Insurance” to conform with Plan offering.**
 - **Proposal 1.C: Vision Insurance Plan [New Benefit]**

Effective January 1, 2022, Group A Employees and their eligible dependents will be offered the same vision plan that the Company makes available to its broad-based U.S. salaried employees ("Salaried Employees").

Coverage will change at the same time and in the same manner as for Salaried Employees. Employees shall pay the same premiums for the coverage that Salaried Employees pay for the coverage. The Company reserves the right to change the frequency and manner in which it bills such premiums. Premiums will be adjusted at the same time and in the same manner that premiums for Salaried Employees are adjusted.

- **Proposal 1.D Group A Pension**

No change to current plan for Group A employees

Part 2: Proposals for GROUP B EMPLOYEES

- **Proposal 2.A: Elimination of Transitional Concept and Transitional Employee Graduation to Legacy/”Regular” Employee Status.**

Eliminate Article 3 in its entirety; delete references to Transitional Employees

- **Proposal 2.B: Group B Wages**

The following wage progression will apply to all Group B Employees who are not Maintenance Employees:

Length of Service	Wage Rate
Hire to First Anniversary	\$22.34
1 st Anniversary	\$22.97
2 nd Anniversary	\$23.60
3 rd Anniversary	\$24.23
4 th Anniversary	\$24.86
5 th Anniversary	\$25.49
6 th Anniversary	\$26.12
7 th Anniversary	\$26.75
8 th Anniversary	Job Rate in Supplemental Agreement

The foregoing rates will not apply to Group B Maintenance Employees; wage rates for Group B Maintenance employees will be governed by the applicable Supplemental Agreement. “Maintenance Employees” are those employees holding a bid job in one of the classifications identified in **Appendix A**.

The foregoing wage progression for Group B employees will apply regardless of the wage rates or any wage adjustments set forth in any Supplemental Agreement and regardless of which job/bid a Group B employee occupies. As of the employee’s 8th anniversary, the employee will receive the straight time regular rate associated with the bid job the employee holds in the applicable Supplemental Agreement.

- **Proposal 2.C: Group B Health Care**

Group B Employees including Group B Maintenance Employees, shall receive medical insurance benefits similar to those made available by the Company to its broad-based U.S. salaried employees (“Salaried Employees”). More specifically, these employees shall be eligible for whatever medical/prescription drug plan options are made available to the Salaried Employees (the “Salaried Plans”). Coverage for these employees shall change at the same time and in the same manner as for Salaried Employees. The same health care and dependent care flexible spending account options made available to Salaried Employees shall also be offered to these employees.

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Group B Employees, including Group B Maintenance Employees, shall pay a portion of the cost of the coverage they elect including premiums. The current premiums are reflected on **Appendix B** (note: Appendix B reflects only the current premiums for coverage options; premiums are subject to change in the future in accordance with this section). The Company reserves the right to change the frequency and manner in which it bills premiums. These premium amounts shall be adjusted annually by the same percentage that premiums for Salaried Employees are adjusted. For avoidance of doubt, and for example only, if the premiums for Salaried Employees increase by 5%, there will be a 5% increase in the premium amounts paid by these employees. This health care offering does not apply to Provisional employees or Seasonal/Summer Students.

- **Proposal 2.D: Group B Dental. [NEW BENEFIT]**

Effective as of January 1, 2022, all Group B Employees and their eligible dependents shall be eligible for the same dental plans that the Company makes available to its broad-based U.S. salaried employees ("Salaried Employees") after completing the applicable waiting period for their location.

Coverage shall change at the same time and in the same manner as for Salaried Employees. All Group B Employees shall pay the same premiums for the coverage that Salaried Employees pay for the coverage. Premiums will be adjusted at the same time and in the same manner that premiums for Salaried Employees are adjusted. The Company reserves the right to change the frequency and manner in which it bills such premiums. This dental insurance offering does not apply to Provisional/Seasonal/Summer Student employees.

- **Proposals 2.E: Group B Vision Insurance Plan. [NEW BENEFIT]**

Effective as of January 1, 2022, all Group B Employees and their eligible dependents will be offered the same vision plan that the Company makes available to its broad-based U.S. salaried employees ("Salaried Employees") after completing the applicable waiting period for their location.

Coverage will change at the same time and in the same manner as for Salaried Employees. Employees shall pay the same premiums for the coverage that Salaried Employees pay for the coverage. The Company reserves the right to change the frequency and manner in which it bills such premiums. Premiums will be adjusted at the same time and in the same manner that premiums for Salaried Employees are adjusted. This vision insurance offering does not apply to Provisional employees or Seasonal/Summer Student employees.

- **Proposal 2.F: Group B Vacation.** Group B Employees will receive the number of vacation weeks in accordance with Section 5.01.

- **Proposal 2.G: Group B Holidays.** Maintain 10 holidays currently available to Transitional Employees:

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New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas
New Year's Eve

- **Proposal 2.H: Group B Retirement [New Benefit]**

Group B Employees, including Group B Maintenance Employees, shall not be eligible to participate in the Kellogg Company Bakery, Confectionery, Tobacco Workers and Grain Millers Pension Plan. Group B Employees will be eligible for an employer retirement contribution to their Kellogg Company Bakery, Confectionery, Tobacco Workers and Grain Millers Savings and Investment Plan as follows:

Contributions Each Pay Period	
<u>Years of Service</u>	<u>Contribution Rate</u>
0-9	3% of base pay
10-19	5% of base pay
20 or more	7% of base pay

“Base pay” is defined and limited as follows: all hours worked by the employee in a regular pay period multiplied by the employee’s regular straight time rate for that pay period. “Base pay” does not include other forms of payment, including, but not limited to, bonuses, overtime or overtime premiums, shift differentials, or any other compensation amounts.

The employer retirement contribution shall be subject to a three-year cliff vesting schedule (e.g., the retirement contribution will be fully vested only after three years of service).

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These contributions to the Savings and Investment Plan are contingent upon amendments to the Kellogg Company Bakery, Confectionery, Tobacco Workers and Grain Millers Pension Plan necessary to reflect the non-eligibility of Group B Employees in that Plan.

Proposal 2.I: New Hire Progression Schedule in Wage Appendix: Eliminate

Part 3: Cost of Living Adjustment

- **Proposal 3.A: Elimination of COLA for all employees:** Delete Cost of Living Provision and Cost of Living Adjustment Table from Wage Appendix; delete all other references to COLA.

Part 4: Adding Schedule Options

The Company has sought to engage the Union in the exploration of alternative schedules in the RTEC plants. The Company believes that providing additional scheduling options that create consistent, predictable time off for employees will improve absenteeism, enhance the hiring and retention of new employees, all of which will improve employee engagement and work/life balance in a cost effective manner.

There are many different types of specific schedules that could improve our current scheduling practices for all parties, and the Company is prepared to be flexible as to the particular approach taken. In order to focus the discussion, the Company proposes that the parties engage Shift Works Solutions – a third party consultant which specializes in the design and implementation of scheduling options in industrial settings. Shift Works’ approach includes employee surveys to determine employee preferences, as well as interviews with Union and Company stakeholders. The Company believes that this third party assistance will focus the parties’ discussions such that specific scheduling solutions can be developed.

While the Company is willing to entertain a wide variety of scheduling options, alternative schedules should include, at a minimum:

- *A specific method for determining a plant’s alternative schedule and clear timeframes for the introduction of that schedule*
- *Regular and predictable days off for employees*
- *An overtime premium structure that is consistent with a 24/7 operation, while ensuring employees have the opportunity to earn premium pay if they want it.*

The Company is also interested in exploring an alternative schedule that would exist together with a traditional schedule in a plant, in order to create more options for employees.

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Part 5: Other Language Changes

- **Proposal 5.A: Section 2.03(d).**

Eliminate

- **Proposal 5.B: FMLA MOA.**

Modify as follows:

~~On February 4 and April 9, 1997, the Bakery, Confectionery, Tobacco Workers and Grain Millers and Kellogg Company discussed certain issues concerning Family and Medical Leave Act (FMLA) and agreed as follows~~ The following rules will be applied to employees exercising leave under the Family and Medical Leave Act (FMLA):

- (a) The twelve (12) month period for determination of the twelve (12) weeks of leave entitlement will be the calendar year.
- (b) The procedure for processing Family and Medical Leave requests will be consistent with the applicable provisions of the Act.
- (c) ~~The decision regarding whether~~ Employees must exhaust vacation or any other form of paid leave and/or weekly indemnity concurrently with FMLA leave as permitted by FMLA regulations. will be up to each employee. The Company will not require employees to exhaust their weekly indemnity of vacation.
- (d) Periodic re-certification of a medical condition will be done in accordance with the FMLA.
- (e) Company-paid Life Insurance and Accidental Death and Dismemberment Insurance will be continued during a leave, as expressed in item #7 of the Expectations and Obligations notice. In accordance with the Act, health insurance will also continue.
- (f) Vacation time will accrue while an employee is on leave.
- (g) Employees must provide fitness-for-duty certification in a manner that is consistent with the current practices at each respective plant.
- (h) Medical confidentiality will be preserved by the Human Resource department.
- (i) Regular employees absent from work due to Union business will not be disqualified for Family and Medical Leave due to such absence. Union business includes representation obligations for grievances and working condition issues as well as time spent serving as a Union delegate, committee member, or time spent on leave of absence as a full-time Union officer.

- **Proposal 5.C: Section 5.10(a)(1) Holiday Pay.**

Modify as follows:

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Regular employees at each plant shall be eligible to receive holiday pay for a holiday listed in Section 5.09(a), provided:

- 1) ~~They work all scheduled shift hours immediately preceding and immediately succeeding one (1) day or are on a regularly scheduled vacation in the calendar month in which the holiday is observed. The definition of “a regularly scheduled vacation” is a vacation applied for and approved in advance of the week in which it will be taken or paid.~~
- 2) ~~They work the holiday, if scheduled, unless excused or are otherwise absent due to illness or such other legitimate reasons as are beyond the discretion and control of the employee, provided that the employee shall notify the Company as soon as is reasonably possible of such absence.~~

- **Proposal 5.D: MOA on Products Produced:**

Eliminate MOA

- **Proposal 5.E: Wage Appendix: Seasonal Rate**

Seasonal Employees will be paid 70% of the Group B Hire Rate only

- **Proposal 5.F: Sect 1.03(d)(4): JDs and Layoff**

Modify as follows:

Notwithstanding the other provisions of this Agreement, any regular employee on layoff for six (6) or more consecutive months shall have the option of terminating employment and accepting severance pay or retaining recall rights. Any regular employee on layoff for twelve (12) consecutive months may be terminated by the Company and will receive severance pay.

- **Proposal 5.G: Sect 2.01(b): JDs and Layoff**

Modify as follows:

The term “continuous service” wherever used in this Agreement or in Supplemental Agreements, is the period of time that begins with an employee’s date of hire. If such service is broken for any reason listed under 1, 2, 3, 4, 5 or 6 below, continuous service shall commence with the employee’s most recent hiring date. Continuous service shall not be broken due to absence due to sickness, injury, leave of absence or other legitimate reasons approved by the Company.

An employee’s continuous service shall be broken for any of the reasons listed below:

- (1) Quits or
- (2) Is Laid off for 12 months, or
- (3) Is discharged for just cause, or
- (4) Permanent layoff of any employee not designated as a regular employee, or

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- (5) Failure to report when contacted as agreed to in the Supplemental Agreements. In the event the Company is unable to contact an employee within a reasonable time, the Company will forward a certified letter to the employee's last known address. It is the responsibility of the employee to notify the Company immediately of any change in address. If such employee fails to report within ninety-six (96) hours after the Union is notified that such letter was sent [excluding Saturdays, Sundays and holidays], the Company shall be free to terminate the employee.
- (6) Failure to return from a leave of absence within the time specified in Section 2.03.

- **Proposal 5.H: Sect 5.07(b); Vacation Pay upon Termination**

Eliminate Section 5.07(b)

- **Proposal 5.I: Sect 5.11(a): - Premium Pay for Work on Holiday**

Modify as Follows:

An employee who works a shift on an observed holiday, as set forth in Section 5.09(a), shall be paid, in addition to holiday pay at straight-time as provided in Section 5.09(e), for such hours worked at the rate of two (2) times the job rate as determined by local plant practice or the Supplemental Agreement at that plant.

Hours worked on the observed holiday as overtime from the preceding day, when reporting early on the day after the holiday, or hours worked in excess of normal shift hours will be paid at ~~three~~ ~~(3)~~ two (2) times the job rate. For the purpose of pay computation, holidays begin at the starting time for a normal day as defined in the Supplemental Agreements.

- **Proposal 5.J: Sect 5.11(b) Premium Pay – Work on Holiday**

Eliminate Section 5.11(b)

- **Proposal 5.K: Sect 8.02; Extension of WIB**

Modify Section 8.02

- **Proposal 5.L Sect 8.03-8.07; SWIB**

Modify Sections 8.03-8.07

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- **Proposal 5.M: New language re: Communications on Negotiated Benefits**

Although how the Company communicates about the benefits it negotiates is a legally-permissive topic, it is willing to include the following language in the Master Agreement making clear that the Company's description of benefits will not and cannot affect a substantive change in the negotiated benefits per the contract terms:

The Company agrees that its descriptions of healthcare and other benefits cannot effect a change or denial in any substantive benefit or coverage negotiated in a collective bargaining agreement. The Company agrees to provide an advance copy of any description it issues to employees about benefits provided for under this Agreement and to consider input from the Unions about the description, provided that input is given in a timely manner (e.g., 60 days).

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Part 6: Housekeeping

Proposal 6.A Non-Discounted Company Stock Purchase Program

Eliminate STOCK PURCHASE AND DIVIDEND REINVESTMENT PLAN language from Summary – Group Insurance.

Replace with language from Discounted Stock Purchase Plan MOA, modified as follows and delete MOA:

Discounted Stock Purchase Plan

All Kellogg RTEC Bargaining Unit employees are eligible to participate in a voluntary program to purchase Kellogg Company stock by payroll deduction at a discount pursuant to the terms of the Company's Discounted Stock Purchase Plan. Kellogg may, from time to time, increase, decrease or discontinue the discount.

Proposal 6.B MOAs “Severance Pay “C” Concept” and “Contract Section 1.03(d) of the Master Agreement”: Delete as MOAs and incorporate as Section 1.03(d)(7) and (8) as follows:

The parties have agreed to clarify the application of Section 1.03(d) of the Master Agreement as follows:

- (7) Effective September 1984, Section 1.03(d)(3) shall be interpreted so that the senior employee (Employee A in classification on the shift in the department affected by a job discontinuance), shall have the option of terminating employment and receiving severance pay in accordance to the schedule set forth in Section 1.03(d)(5) or continuing employment and being placed in accordance to the applicable supplemental agreement. If Employee A elects to continue employment, then the employee (Employee B) displaced as a result of the elimination of their permanent job shall have the option of terminating employment and receiving severance pay in accordance to the schedule set forth in Section 1.03(d)(5) or continuing employment and being placed in accordance with the applicable supplemental agreement.

The Union and the Company recognize that the notification of Employee A under the Memorandum of Agreement may differ on a plant-by-plant basis. Accordingly, the Company and each Local Union has a procedure on the method of identifying Employee A at each plant during the term of this Memorandum of Agreement.

An employee offered severance pay as Employee A shall not be offered severance pay a second time as Employee A within the same classification on

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the same shift in the same department for one (1) year or until each regular employee within that classification, shift and department has been offered severance pay as Employee A in the order of seniority. Once the one (1) year period expires, Employee A shall once again become the then-senior employee within the classification on the shift in the department and the aforementioned procedure for identifying Employee A based on seniority shall apply that year and each succeeding year.

(8) Severance Pay “C” Concept:

The Company will extend the offer of severance pay to employees as follows:

- (a) Severance pay will first be offered to Employees A and B in accordance with this Section.

The number of Employee C opportunities is defined as the total number of jobs discontinued related to a change, less any bids posted as a result of the change, less the number of employees accepting severance pay as Employee A or B.

Example:

<u>Total number of jobs discontinued</u>	<u>10</u>
<u>Less: Number of new jobs posted related to the change</u>	<u>(-3)</u>
<u>Net impact of change</u>	<u>7</u>
<u>Less: Employees accepting severance pay as A or B</u>	<u>(-2)</u>
<u>Number of Employee C severance pay opportunities</u>	<u>5</u>

- (b) The Company will post a sign-up list for Employee C severance pay offers. Severance pay will be offered to employees based on seniority until accepted by the appropriate number of employees or the list is exhausted. If the list is exhausted, no other severance pay offers will be made.
- (c) Any employee who signs the Employee C list and turns down severance pay is not eligible for severance pay as Employee C for the remainder of the calendar year.
- (d) Maintenance employees are not eligible for severance pay as Employee C.

Proposal 6.C MOAs “Wage Parity” and “Truck Drivers”: Delete MOA

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Appendix A

Maintenance Classifications

Battle Creek Plant

Crew Leader – Powerhouse
Powerhouse Relief Operator
Powerhouse Operator
Powerhouse Helper 1st Class
Powerhouse Helper 2nd Class
Powerhouse Helper 3rd Class
Electrical Tech Class A High
Electrical Tech Class A Low
Electrical Tech Class B
Mechanical Tech Class A High
Mechanical Tech Class A Low
Mechanical Tech Class B
Stores Attendant A
Stores Attendant B
Stores Helper

Lancaster Plant

Processing Mechanic
Processing Electrician
Processing IR
Packing Mechanic
Packing Electrician
Boiler Operator

Omaha Plant

General Mechanic
Packing Mechanic
Boiler Mechanic
Electrician
Reliability Tech

Memphis Plant

Processing Mechanic
Processing Electrician
Packing Mechanic
Packing Electrician
Boiler Operator

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Appendix B

Appendix B Healthcare Offerings

Reflects 2022 Plans and Rates Only

	2022 PPO Plan	2022 EPO Plan	2022 HSA Plan
In-Network Benefits	Moderate to High Users / Risk Adverse	Healthier / Low Users	Retirement Savers / Moderate Users
Generally Greater for ...	Broad	Broad (IN Only)	Broad
Network	True Family \$1,500/\$3,000	True Family \$2,500/\$5,000	True Family \$3,500/\$7,000
Deductible (Individual/Family)	Embedded \$3,000/\$6,000	Embedded \$6,000/\$12,000	Embedded \$5,000/\$10,000
OOP Max (Individual/Family)	\$1,000/\$2,000	\$1,000/\$2,000	\$1,000/\$2,000
Incentive (Individual/Family)	-	-	\$500/\$1,000
Account Funding	20%	25%	20%
Coinurance	\$25 / 20%	\$25 / 25%	20%
Office Visit (PCP/Specialist)	20%	25%	20%
ER Visit	Included in Medical	Included in Medical	Included in Medical
Rx OOP Max (Individual/Family)	Deductible applies to Tier 2/3	Deductible applies to Tier 2/3	Deductible applies to Tier 1/2/3
Rx - Retail	\$10	\$5	20%; (\$10, \$40)
Generic	\$50	40%; (\$50, \$80)	40%; (\$50, \$80)
Preferred Brand	50%; (\$100, \$200)	50%; (\$100, \$200)	50%; (\$100, \$200)
Non-Preferred Brand	Covered in other tiers	Covered in other tiers	Covered in other tiers
Specialty			

Note: no change in premiums from '21 to '22

PPO Enrollment Tier	2022 Weekly Premium
Employee Only	\$12.51
Employee + Child(ren)	\$19.88
Employee + Spouse	\$24.56
Employee + Family	\$34.46

EPO Enrollment Tier	2022 Weekly Premium
Employee Only	\$8.68
Employee + Child(ren)	\$13.96
Employee + Spouse	\$18.11
Employee + Family	\$22.37

HSA Enrollment Tier	2022 Weekly Premium
Employee Only	\$10.76
Employee + Child(ren)	\$17.93
Employee + Spouse	\$23.18
Employee + Family	\$30.74

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