

TEAMSTERS LOCAL UNION 542
CENTRAL MEAT AND PROVISION COMPANY

CENTRAL MEAT AND PROVISION COMPANY

AND

TEAMSTERS LOCAL UNION NO. 542



Effective February 1, 2021 to February 1, 2024

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PROVISION DRIVER'S AGREEMENT

Effective February 1, 2021 to February 1, 2024

This Agreement made and entered into as of April 14, 2022, by and between CENTRAL MEAT AND PROVISION COMPANY, hereinafter referred to as the "EMPLOYER", and TEAMSTERS LOCAL UNION NO. 542, hereinafter referred to as the "UNION".

WITNESSETH:

ARTICLE 1 – PURPOSES

Section 1. The general purpose of this Agreement is to maintain cooperation and understanding between the Employer and the Union; to provide efficient and economical operation of the Employer's facilities; to provide for the protection of the Employer's property and the rights and privileges of the Union's members.

Section 2. Further, the purpose of this Agreement is to provide for the operation of the Company's business under methods which will further to the fullest extent possible, the safety of the employees, elimination of waste, realization of maximum quantity and quality of output, cleanliness, compliance with health and sanitary regulations, and avoidance of interruption of production. The parties to this Agreement will cooperate fully to achieve these purposes.

Section 3. The Union and the Employer agree that every effort will be made to administer this Agreement in accordance with the true intent of these terms and provisions to the end of maintaining sound labor relations. The parties hereto intend by this Agreement to provide a stabilized relationship between them and to insure uninterrupted production during the life of this Agreement. For that reason it is agreed that during the term of this Agreement, arbitration shall resolve disputes as set forth in the arbitration clause herein and there shall be no strikes, lockouts, slowdowns, work stoppages or other form of interference with the operation of the Employer or work performed by employees.

ARTICLE 2 – UNION RECOGNITION AND UNION SECURITY

Section 1. The Employer agrees that all employees shall become and remain members in good standing of the Union as a condition of employment on or after thirty-one (31) days from date of employment or from the date of the signing of this Agreement, whichever is later, and further agrees that the Teamsters Union Local 542, of the International Brotherhood of Teamsters shall be the sole Collective Bargaining Agency for all truck drivers, helpers and men having to do with the operation of mechanical delivery equipment, as herein identified, within the territorial jurisdiction of this Teamsters Local Union. Membership in good standing means only the timely tender by the employee of uniform initiation fees paid and periodic dues, as may be lawfully required, and that compliance with these financial obligations shall constitute compliance with the Union security requirements of the Collective Bargain Agreement.

Section 2. No agreement, verbal or written, may be entered into between the Employer and any employee which conflicts with this Agreement, nor shall any such Agreement be deemed as amendment or change of this Agreement. Furthermore, no employee may agree to work during any such hours.

Section 3. The Employer agrees that Teamsters Union Local No. 542 of the International Brotherhood of Teamsters shall be the judge as to what constitutes the good standing of members within said Teamsters Local Union, in accordance with applicable law.

Section 4. New non-union employees shall draw regular Union wages during the trial period. The first one hundred twenty (120) days of employment shall be considered as a trial period to determine the fitness and ability of new employees. Such non-union employees shall make application to the Union for membership during the first fifteen (15) days of employment and, if found to be satisfactory to the Employer and the Union, the new employee will be admitted to membership in the Union at the end of thirty-one (31) days and assume the standing of regular employees. The Employer shall inform the Union by telephone or through the mail within fifteen (15) days of all new employees hired otherwise that through the Union office.

Section 5. The Employer agrees upon receipt of notice from the Union that if any employee is not in good standing in the payment of initiation fees and dues, the Employer will terminate said employee within twenty-four (24) hours. The Union hereby indemnifies the Company and holds it harmless against any and all suits, claims, demands, and liabilities that shall arise out of or by reason of any action that shall be taken by the Company for the purpose of complying with the provisions of this Article.

Section 6. It is agreed that the Union and all employees covered by this Agreement will not for any reason during the term of this Agreement engage in any strike, work stoppage, slowdown or any other form of interference with work in or about any place covered by this Agreement and the Employer shall not engage in any lockout of employees.

ARTICLE 2(A) – STEWARDS

The Company recognizes the right of the Local Union to designate job stewards and alternates from the Company's seniority list. The authority of job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances with his/her Company or the designated Company representative in accordance with the provisions of the collective bargaining agreement.
- (b) The collection of dues when authorized by appropriate Local Union actions.
- (c) The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
 - (1) Have been reduced to writing; or
 - (2) If not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Company's business.

When requested by the employee, there shall be a steward present whenever the Company meets with the employee to conduct investigatory interviews which may result in discipline or discharge or to discuss a grievance. If a steward is unavailable, the employee may designate a bargaining unit member who is immediately available on the property at the time of the meeting to be present. Meetings or interviews shall not begin until the steward or designated bargaining unit member, if requested is present.

Stewards and alternates have no authority to take strike action interrupting the Company's business, except as authorized by officials of the Local Union. The Company recognizes these limitations upon the authorized Job Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Company in so recognizing such limitations shall have the authority to impose proper nondiscriminatory discipline, including discharge. However, in the event the Job Steward or designated alternate has led, or instigated or encouraged unauthorized strike action, slowdown or work stoppages in violation of this Agreement, he/she may be singled out for more serious discipline, up to

and including discharge. Stewards and/or alternate stewards shall not be subject to discipline for performing any duties within the scope of their authority and defined in this section, in manner permitted by this section.

The Stewards or the designated alternate shall be permitted reasonable time to investigate, present and process grievances on the Company's property without interruption of the Company's operation. Upon notification to his or her supervisor, a steward shall be afforded the right to leave his/her work area for a reasonable period of time to investigate, present and process grievances and to represent a fellow employee concerning grievances or discipline so long as such activities does not interrupt the Employer's operations. The Company will make a reasonable effort to ensure that it's operations are not interrupted by the steward's engaging in such activities. The Company shall not use interruption of its operation as a subterfuge for denying such right to the steward. Time spent handling grievances during the job steward's or his/her designated alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the "job steward".

ARTICLE 3 – SCOPE OF AGREEMENT

Section 1. This Agreement contains all of the obligations of and restrictions imposed upon each of the parties during the term hereof. It is the intent of all parties by this Agreement to settle all issues between them and all collective bargaining obligations for the term of this Agreement, and that no change shall be made in this Agreement prior to the expiration thereof except by mutual written consent, or except as otherwise herein contained.

Section 2. This Agreement constitutes the sole and entire Agreement between the parties herein. Waiver of any breach or condition of this Agreement by either party shall not constitute a precedent against further enforcement of the clause or provision so waived.

Section 3. It is agreed that this Agreement contains all the limitations upon the Employer-employee relations which have been agreed upon by the Union and the Employer. No other or further restrictions or limitations shall be imposed by the Union upon any employee or employees with reference to his employment, except with the consent of the Employer.

ARTICLE 4 – MANAGEMENT

Section 1. Any of the rights, functions, authority or powers which the Employer had prior to the signing of this Agreement are retained by the Employer, except as any of those rights, functions, authorities, or powers are specifically modified by express written agreement with the Union as to such particular subject as set forth herein. The Employer retains all of such customary and usual functions as an authority of the establishment and of the working force in accordance with the foregoing.

SECTION 2 – NONDISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, creed, national origin, ancestry, sex, pregnancy (including childbirth and related conditions), sexual orientation, and gender identity, age, physical or mental disability, genetic information (including characteristics and testing) an any other characteristics protected by applicable local, state and federal law.

SECTION 3 – MANAGEMENT EMPLOYEE RELATIONS

The Employer shall not in any way retaliate against employees for exercising rights under this Agreement. In considering any grievance alleging retaliation for exercising his rights under the Agreement, the severity and timing of the Employer's actions that modify an employee's work assignment or reprimand employees shall be relevant factors to a determination of motivation. The Employer will treat employees with dignity and respect at all times, which shall include, but not limited to, giving due consideration to the age and physical condition of the employee. Employees will also treat each other as well as the Employer with dignity and respect.

ARTICLE 5 – TIME RECORDS

Section 1. All disputed claims for overtime shall be adjusted so that no injustice shall be done the Employer and employee. The Employer shall furnish each employee with a time card or time clock record so that the employee may keep an accurate record of his labor, and said time card shall show by time clock register, or in the handwriting of the employee, the actual hours worked in straight-time and overtime for each day. The employee shall be responsible for the delivery of this time record card duly signed by him to the Employer; and

upon such record shall the payment be determined. Such records are to be available to an authorized Union Representative for inspection upon request. Any and all overtime shall be paid only at the rate outlined in Articles 8 and 9. It is not the intent that there shall be any overtime on overtime in any event. All employees shall receive their pay in full, either weekly or by-weekly, by check, which is not to be cashed for the employee by, or on the premises of the Employer. All check stubs shall show straight time and overtime worked. When an employee is absent, it shall be the employee's responsibility to so mark and sign his time card accordingly.

ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. In the event of any dispute between the employee or the Union and the Company. The parties hereto shall exercise any amicable means to settle or adjust such dispute. In the event of a failure to accomplish a settlement or adjustment of any dispute through the Grievance procedure, either party may demand that the dispute proceed to arbitration. It is the employee's Union and Company's intention that all disputes arising under this Agreement shall be resolved exclusively and finally through this Grievance and Arbitration Procedure and it is the intent of the Parties that this exclusivity and finality be given the broadest interpretation under federal and state laws.

Grievances arising under this agreement shall be processed in the following manner:

Step 1: Any dispute, alleged contractual violation or grievance shall be discussed with the employee's immediate supervisor, or with the aggrieved employee, the Union Steward, and/or the appropriate Union representative and the employee's immediate supervisor, within five (5) working days of the known occurrence giving rise to the dispute, alleged contractual violation or grievance.

Step 2: If the issue is not resolved within one (1) working day of the completion of the discussion in STEP 1 above a grievance shall be filed by the aggrieved employee, in writing on the appropriate form designated by the Union, within five (5) working days of the completion of STEP 1 above, with a copy of the grievance provided to the Union and either a copy of the grievance or the Union written notification of the grievance provided to the Company.

Step 3: The Employer shall give his/her written answer to the employee within ten (10) calendar days (exclusive of holidays and weekends) after the presentation. Also a copy of the decision will be sent to the Business

Representative by hand, FAX provided a confirmation of FAX transmission is available or Certified Mail, Return Receipt Requested.

Step 4: Within fifteen (15) calendar days (exclusive of holiday and weekends) after receipt of a denial grievance from the Employer, the Business Representative shall meet with the Employer at the Employers place of business in an attempt to resolve the grievance. The grievant and the steward shall be allowed to attend the meeting. The meeting may be waived by mutual agreement.

Step 5: If the grievance is unresolved in the Step 4 meeting above, either party may demand that the dispute proceed to binding arbitration. Such demand for arbitration must be made in writing within thirty (30) calendar days (excluding holidays and weekends) from the completion of Step 4 above.

Failure on the part of the Employer to issue its decision or meet within the time limits specified above, or failure on the part of the employee or the Union to process a grievance within such time limits, shall constitute a waiver of the failing party's position, unless an extension of time has been mutually agreed to in writing.

Section 3. Either party may request the Federal Mediation and Conciliation Service or State Mediation Conciliation Service to supply a list of seven (7) proposed Arbitrators. Each party alternately shall strike one (1) name from the list and the final name remaining shall be selected as the Arbitrator.

The meeting shall be conducted as soon as reasonably possible. All costs of arbitration shall be borne equally between the parties.

If it is necessary for the grievant to miss work in order to attend the arbitration hearing, he/she will receive his/her normal pay for that day if he/she wins their grievance. If it is a split decision, one-half (1/2) of that number of hours shall be paid.

Section 4. The finding of the Arbitrator shall be binding upon both the Union and the Employer providing, however, that the Arbitrator shall not have the authority to change, alter or modify any of the terms or provisions of this Agreement. **The Arbitrator's powers are limited to interpretations of and decision concerning appropriate application of the terms of this agreement.**

Section 5. Any money claim settled by the parties or by decision under the grievance procedure shall be paid on or before the second payday after the Monday following the week in which the case was settled or heard.

ARTICLE 7 – VACATIONS

Section 1. Each Employer shall post on the bulletin board no later than **December 1st** of each year, a list showing the current seniority standing of each employee for selection of vacation periods. Each employees shall enter his vacation time preferences on said list not later then **January 10th** and all vacation schedules shall be finalized by the Employer, by seniority, by **February 1st**.

Once the vacation selection process is complete, request for vacation in increments of less than Forty (40) hours will be reviewed by the employer and may be approved in eight (8) hour increments where those days are available.

Requested day(s) will be granted, if available, on a first come first serve basis with seniority prevailing in cases when requests are made at the same time.

Vacation requests submitted after the bid period shall be inwriting at least seven (7) working days in advance and the employer will make every attempt to approve the request within twenty-four (24) hours but no later than seventy-two (72) hours.

No request shall be reasonably denied. Vacations may be taken in increments of no less than one (1) day. Once vacations have been approved, changes shall be made by mutual agreement only.

Section 2. Employees covered by this Agreement shall receive the following vacation with pay each year:

Employees in the service of the Employer for one (1) year, but less than two (2) years shall be entitled to one (1) weeks' vacation with pay annually.

Employees in the service of the Employer for two (2) years, but less than five (5) years shall be entitled to two (2) weeks' vacation with pay annually.

Employees in the service of the Employer for five (5) years, but less than fifteen (15) years shall be entitled to three (3) weeks' vacation with pay annually.

Employees in the service of the Employer for fifteen (15) years, but less than twenty (20) years shall be entitled to four (4) weeks' vacation with pay annually.

Section 3. If a holiday occurs during the vacation period, employee shall receive an extra day's vacation with pay or day's pay in lieu thereof.

Section 4. Payment for each week of vacation shall be forty (40) hours, at the applicable rate in effect at time vacation is taken, but in no event less than the forty (40) hours guaranteed work week.

Section 5. Upon termination of employment, or discharge, the employee shall receive earned vacation pay according to the following schedule:

One-twelfth (1/12) of a week's pay for each month worked or major fraction thereof after one (1) and up to two (2) years.

Two-twelfth (2/12) of a week's pay for each month worked or major fraction thereof after two (2) years of service and up to five (5) years.

Three-twelfth (3/12) of a week's pay for each month worked or major fraction thereof after five (5) years of service and up to fifteen (15) years.

Four-twelfth (4/12) of a week's pay for each month worked or major fraction thereof after fifteen (15) years of service and up to twenty (20) years.

Section 6. The foregoing shall be paid to the employee if his employment is terminated before it is time for him to receive his regular vacation. Such vacation pay will be computed to the nearest full month of service.

ARTICLE 8 – HOLIDAYS

Section 1. The Employer agrees to recognize the following legal holidays as designated paid holidays, although no work is performed thereon:

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

Section 2. Absolutely no work is to be done on Labor Day. A holiday week (that calendar week in which a holiday falls) shall consist of thirty-two (32) hours' work for a full week's pay. The hourly overtime rate shall be based on the weekly wage schedule as hereinafter set forth. In a calendar week in which a holiday occurs all hours worked in excess of eight (8) hours in any one (1) day or thirty-two (32) hours, in any one (1) week, whichever is greater, shall be paid for at the rate of time and one-half (1-1/2).

Section 3. When any of the above designated holidays fall on a Saturday, they shall be celebrated on Friday, unless the Federal or State Government provides for any of these holidays that fall on a Saturday, to be celebrated on Monday. When any of the above designated holidays fall on Sunday, the following Monday shall be the observed holiday.

Section 4. **All Extra Employees** employed during the week of a holiday shall be paid for the holiday provided the said extra employees will have been employed for that particular full week and they shall be paid the regular weekly wage rate for the job classification worked.

Section 5. Work performed on observed holidays except as hereinafter provided shall be compensated at the premium rate of double the straight-time, day or night shift rate plus compensation for eight (8) hours at the straight-time day or night shift rate of pay. Provided, further, however that if work is required and performed on New Year's Day, Labor Day, Thanksgiving Day or Christmas Day, then such work shall be compensated at the premium rate of quadruple the straight-time day or night shift rate plus eight (8) hours at straight-time day or night shift rate.

Section 6. In order that a regular full-time employee may become entitled to holiday pay for any of the designated and observed holidays, as stated in this Agreement, he must have worked eight (8) hours on both of the normal scheduled work days next preceding the observed holiday and the normal scheduled work days next following the observed holiday, whether or not the observed holiday in such next preceding or following normal work day are in the same calendar week; provided, that if a regular full-time employee becomes ill or occupationally injured during a holiday week and, therefore, is absent for either said day before or day after the observed holiday, or both, establishes his illness by submitting a doctor's certificate, if required by the Employer, he shall receive holiday pay without his sick leave being charged for the days pay for the observed holiday; and provided further that an employee absent for all or part of said day before or day after the observed holiday with the express permission of the Employer shall receive holiday pay. No minimum number of straight-time hours need be worked in the calendar week of the holiday to qualify an employee for holiday pay.

Section 7. Three (3) Floating holidays will be available per year of Agreement and after employee has six (6) months of seniority. Any floaters not scheduled prior to the end of the year; the Employer will pay such Floating Holidays at the employee's regular rate of pay during the last pay period of the calendar year.

ARTICLE 9 – WAGES

Section 1. The following shall be the minimum hourly rates of pay:

<u>EFFECTIVE</u>	<u>02-01-2021</u> <u>(\$.95)</u>	<u>02-01-2022</u> <u>(\$.35)</u>	<u>02-01-2023</u> <u>(\$.25)</u>
TEAM LEADER	\$20.50	\$20.85	\$21.10
Driver (Class A)	\$20.00	\$20.35	\$20.60
Driver (Class B or C)	\$19.45	\$19.80	\$20.05
Part-Time Driver	Can be paid one (\$1.00) dollar less according to equipment driven.		

(Wage contributions will be retroactive to February 01, 2021 for the Ninety Five Cents (\$.95)).

The employer agrees that any employee who, prior to the date of the signing of this Agreement, was receiving more than the hourly wage rate contemplated in the current Agreement, will receive the wage increase proposed by the Employer on top of the employee's wage rate in effect at the signing of this agreement.

Section 2. All new hires (full-time) can be paid one dollar (\$1.00) per hour less than the classification they are hired into for the first six (6) months of employment as a training rate.

Section 3. The company may employ one (1) part-time employee. Part-time employees shall be guaranteed four (4) hours work or pay any day they are called into work. Part-time employees shall receive the driver part-time rate in lieu of sick leave, vacations, insurance, or other fringe benefits, except for pension. At no time will part-time people be used while there is a layoff of regular full-time employees, unless laid off employees refuse the part-time

position. Said employees will be subject to the Union security clause. No current employee will be reduced to part-time status without mutual consent.

Section 4. In the event there are new jobs or classifications created, they shall be subject to negotiations. If no agreement on a rate is reached, it shall be submitted to the arbitration procedure pursuant to Article 6 of this Agreement. The rate established by the arbitrator shall be retroactive to the date on which the new classification and wage rate was applied by the Employer to the employee doing that work.

Section 5. The guaranteed work week shall be forty (40) hours, from Monday to Friday. Time and one-half (1-1/2) the regular straight-time rate shall be paid for all hours worked after eight (8) hours in any one (1) day or after forty (40) hours in any one (1) work week, whichever is the greater. No deduction in salaries shall be made for holidays. Double (2) time will be paid on all hours worked after twelve (12) hours in a day.

Section 6. It is agreed in order for the company to stay competitive, it may establish a guaranteed work week of forty (40) hours with the work week defined as Monday, through Saturday. Sunday and Wednesday shall be the days off. The Saturday work shall be paid at time and one-half (1-1/2) the regular straight-time rate.

Section 7. Drivers may be required to do inside work in order to fulfill the forty (40) hour guarantee of section 6, above.

When an employee voluntarily does not work their forty (40) straight-time hours or requests to leave early on any given day, including for medical or other protected leave, they waive any guarantee provided for in this Agreement for that period or day.

Section 8. All work performed by Full-Time employees on Saturday shall be paid for at the rate of time and one-half (1-1/2) the regular rate of pay with an **four (4) hours** guaranteed day. If drivers are required to work on Sundays, they shall be paid double (2) time for all hours worked, with a minimum call of **four (4) hours. The work shall be offered in seniority order. Should the senior employee(s) choose not to work, the least senior employee shall be forced to work that day.**

ARTICLE 10 – SICK AND WELFARE

Section 1. All employees in the service of the Employer shall be entitled to a forty-eight (48) hour sick and/or industrial disability leave with pay each year.

The sick and / or industrial disability leave shall be front loaded and be available to use after ninety (90) days.

Section 2. In the event of non-industrial sickness or disability, said leave shall not accrue until employee has been in the service of the Employer for at least one (1) year; payment for said leave shall commence with the first day in each instance.

Section 3. In the event of disability due to industrial causes, said leave shall commence with the first day in each instance.

Section 4. The unused portion of such leave shall be cumulative but not exceed two hundred forty (240) hours' accumulation. As used in this Section, "hour" shall refer to a regularly scheduled working hour. After an employee has accumulated thirty (30) days of sick leave to this credit, he shall, for additional days of sick leave accumulated thereafter, be permitted to receive in pay up to six (6) straight-time days' pay on the anniversary date of his employment.

Section 5. Employer shall not be entitled to any credit against benefits provided employee under the Worker's Compensation laws.

Section 6. Said sick and/or industrial disability leave shall be paid so as to supplement any benefits properly due the employee as and for Unemployment Compensation Disability or Worker's Compensation benefits and thus bring the income of the employee up to the minimum pay which he customarily receives for his classification. Should employee be disabled after the statutory waiting period has expired, and shall any of his sick and/or industrial disability leave still remain unused, so much of the remaining accrued leave shall be charged to employee's account so as to pay to employee a sum which, added to benefits employee may receive as Unemployment Compensation Disability or Worker's Compensation, equal employee customary minimum wage. In using sick leave in this manner, the employee's account shall be charged to the nearest whole hours. Employer may not require employee to file claim for Unemployment compensation Disability or Worker's Compensation benefits, as a condition precedent to the receipt of sick and/or industrial disability leave pay unless said disability exceeds the statutory waiting period before the commencement of payment or benefits.

Section 7. Should an employee be required to receive treatment due to an industrial injury or illness during regularly scheduled working hours, he shall be entitled to full pay therefore and said time spent off work due to the necessity for receiving such medical treatment shall be considered time worked, and shall not be charged as sick and/or industrial disability leave, providing such

employee returns to work within a reasonable time after such medical treatment and in any event such time off shall not exceed four (4) hours.

Section 8. In the event of such illness and/or injury the Employer may require the employee to submit written evidence attesting to the illness and/or injury before the employee shall be eligible to receive sick and/or industrial injury pay. **No employee shall be requested to have a medical release, from their physician, unless the employee has been on sick leave five (5) consecutive days or more, or in the event of any personal injury.**

In the event of industrial illness or injury, a tendering of benefits by employer's Worker's Compensation insurance carrier in any form whatsoever, or any award of the Industrial Accident Commission shall be proof of eligibility for benefits hereunder.

ARTICLE 11 – LEAVE OF ABSENCE

This section provides unpaid leave benefits to employees for various circumstances. However, an employee may use accrued vacation time or accrued sick time during this unpaid leave to provide for pay up to their accrued amounts. During any unpaid leave under this section, no additional paid and sick nor vacation time shall accrue.

Employer may require any employee on unpaid leave to use accrued vacation and/or sick pay during the leave.

Section 1: FMLA Leave – All employees who have worked for the Company for a minimum of twelve (12) months and worked at least 1250 hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993

Leave will be granted in accordance with the Federal Medical Leave Act and the California Family Rights Act (hereinafter collectively referred to as "FMLA"). Leave provided under FMLA and CFRA shall be designed as satisfying both statues and shall run concurrently.

Eligible employees are entitled up to a total of 12 weeks of unpaid leave during any twelve (12) month period for the following reasons:

- the birth of a child and to care for the newborn child within one year of birth.

- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement.
- to care for the employee's spouse, child, or parent who has a serious health condition.
- a serious health condition that makes the employee unable to perform the essential functions of his or her job.
- Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" **or**

Twenty -Six (26) workweeks of leave during a single Twelve (12) month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent or next of kin (military caregiver leave)

The employee's seniority rights shall continue as if the employee had not taken leave under this section with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

The employee is required to provide the Employer with at least thirty (30) days advance notice before FMLA leave begins if the need is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable. The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second (2nd) opinion at the Employer's expense.

Section 2: Personal Leave – Unpaid Personal Leave up to a maximum of forty-five (45) calendar days are granted or denied at the Employer's sole discretion. Employees do not accrue vacation, paid floating days, or sick time while on Personal Leave, and are not eligible for Employer paid health and welfare benefits.

Section 3: Bereavement Leave – Non- probationary employees shall be allowed five (5) days bereavement leave with full pay for the death of an employee's parent, spouse, child or immediate family member. Immediate family members shall be defined as the employee's stepmother, stepfather, stepbrother, stepsister, domestic partner, brothers, sisters, and stepchildren of current spouse. The Employer retains the right to verify any employee's entitlement to Bereavement Leave.

Section 4: Other Statutory Leave – To the extent that federal or California law provides other unpaid leave, Company will provide such unpaid leave to

employees. An employee may use accrued vacation time or accrued sick time during this unpaid leave to provide for pay up to their accrued amounts. During any unpaid leave under this section, no additional paid sick nor vacation time shall accrue. Employee may require any employee on unpaid leave to use accrued vacation and/or sick pay during the leave.

Section 5: Military Leave - For the purpose of this Labor Agreement between the parties, employees enlisting or entering the Military Service of the United States, pursuant to the provision of the Military Selective Service Act of 1967 and the Uniform Service Employment and re-employment Rights Act (USERRA) of 1996, as amended, shall be granted all rights and privileges provided by the Act.

ARTICLE 12 – HEALTH AND WELFARE PLANS

Section 1. ACCEPTANCE OF TRUST: The parties hereby agree to accept, and to be bound by, the terms of the existing Declaration of Trust providing for the Western Alliance Trust Fund, required to accomplish the provisions of this Collective Bargaining Agreement, together with any amendments which may be made from time to time to the Trust, and to become parties to the Trust. The parties hereby agree to sign the appropriate Trust Acceptance Agreement in order to implement this article.

Section 2. EMPLOYER CONTRIBUTIONS: The Employer hereby agrees to contribute to the Western Alliance Trust, for purpose of providing [Medical, Dental, Vision, Prescription and Life and Accidental Death & Dismemberment] coverage for each employee and their eligible dependents. Contributions shall be payable to the Western Alliance Trust on or before the 20th of the month preceding the month of coverage and shall be deemed delinquent if not received before the 1st day of the month for which coverage is provided.

Employer is responsible for the timely enrollment and reporting of all eligible Employees, in accordance with the effective date of coverage. The Employer is responsible for the full contribution for any un-enrolled Employee, just as the Employer would be responsible for the full contribution for an Employee who properly enrolled.

- (a) The Employer agrees to pay one thousand Four Hundred Twenty-Eight Dollars and Eighty-Five Cents (\$1428.85) per month per eligible employee to purchase and administer the benefits under the Western Alliance Trust Fund.
- (b) The Company's maximum obligation to contribute, to provide the above benefits per month per calendar year, based on the total for all benefit plans shall be as follows:

It is agreed that the Employer's maximum contribution to provide the above-mentioned benefits will be, One Thousand Seventy-One Dollars and Sixty Four Cents (\$1,071.64) per month per eligible employee.

For the remainder of this Agreement, the Employer agrees to pay seventy five percent (75%) of any increase in the Health and Welfare premiums.

Section 3. ELIGIBLE EMPLOYEE: New employees shall become eligible for benefits on the first of the month following two (2) consecutive months in which they have worked or been compensated a minimum of eighty (80) hours. The Employer shall make payments on all employees who have worked or were compensated for eighty (80) hours in the previous month. Eligible employees shall enroll in the plans offered in accordance with the rules of the Trust. All eligible employees shall be covered, unless a Trust Fund waiver of benefits is in effect as provided below in Section 4.

Section 4. WAIVER OF COVERAGE: Eligible employees may waive their Group Health & Welfare benefits based on having met the following three (3) conditions:

1. Employee is required to make a premium contribution.
2. Employee must submit a completed Trust Waiver form;
3. Employee must submit proof of other group health coverage.

For purposes of this Waiver of Benefits, and in accordance with Trust Fund rules, Life and Accidental Death & Dismemberment coverage in excess of the basic \$2000 offered as part of the medical may not be waived. Each full-time employee must be covered for the Term Life Benefit, including a spouse in the same employment covered by this Agreement.

Section 5. MAINTENANCE OF BENEFITS: If the costs of benefits are increased during the term of this Agreement, as determined by the Trustees of the Trust, the Company agrees to pay one hundred percent (100%) of said cost [, less the Employee Contribution: EMPLOYEE CONTRIBUTION: Employee shall pay, through payroll deduction, their share of contributions each month, for coverage enrolled, as provided herein:]

Section 6. COMPLIANCE AUDITS: Employer acknowledges that the Trust may conduct compliance audits of the Employer and that the Employer has an obligation to cooperate with the Trust's representatives in connection with such compliance audits. Employer further acknowledges and understands, in the

event a Trust audit results in a finding that Employer has failed to remit any required contributions. Employer will be required to immediately remit any delinquent contributions, plus any applicable interest and/or liquidated damages assessed pursuant the Trust Agreement and/or Rules and Regulations. In addition the Employer could be responsible to reimburse the Trust for the cost of the audit, legal, administrative and other fees incurred or imposed by the Trust in connection with the audit.

ARTICLE 13 – ADDITIONAL EMPLOYERS

The Trustees are authorized to interpret and apply the provisions of Article 12 through 14 in such a manner that additional Employers may make the contributions required hereunder, and their Employees may receive the coverage provide hereunder to the extent that such Employees and Employers are permitted to participate under the amendment to the existing Trust dated February 14, 1958, provided that such participation shall not be detrimental to the present participants or the Trust, and provided further, that to the extent that reserves have been accumulated, the rate of contributions for the benefits provided to such added participants, shall be adjusted accordingly.

ARTICLE 14 – PENSION PAYMENTS

Section 1. Effective February 01, 2019, the Employer shall pay into the Western Conference of Teamsters Pension Trust Fund, for the account of each employee working under this Agreement, a monthly sum computed as follows:

- (a) Effective February 01, 2019. Three hundred seventy dollars and twenty-two cents (\$380.22) per month for each employee on the payroll during the full calendar month who has been compensated one hundred (100) hours or more during such month.
- (b) For each employee not covered under (a) above, the payments shall be computed at the rate of two dollars and twenty-four cents (\$2.24) per compensable hour.
- (c) There is no maximum amount on termination of employment.

Section 2. PEER 84 CONTRIBUTION. It is understood the PEER (Program for Enhanced Early Retirement) contributions are not taken into consideration for benefit accrual purposes under the Pension Plan. Also, the PEER rate must always be 6.5% of the basic pension rate and may not be decreased nor discontinued.

Section 3. PAYMENT RULES. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Company agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the prompt and orderly collection of such amounts, and to accurate recording and reporting of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

Section 4. It is agreed that Employer's contributions to the Trust Fund on behalf of the employee in the bargaining unit must qualify and conform, presently and in the future, in all respects to Section 404 of the Internal Revenue Code and the Labor Management Relations Act of 1947, as amended.

ARTICLE 15 – 401(K) PENSION PLAN

Effective January 1, 1998, the Employer will make payroll deductions as directed by employee and the 401(K) Plan. The only cost to the Employer will be related to payroll processing. The 401(K) Plan will be Teamsters-National 401(K) Savings Plan or any other mutually agreeable type plan. The Employer agrees to signing required Trust forms to participate in Plan.

ARTICLE 16 – WORKING CONDITIONS

Section 1. The Employer shall designate starting time of shifts; however, there shall be no split shifts.

Section 2. No inside help is to do extra truck driving unless the Local Union is unable to furnish a driver within 24 hours.

Section 3. No deliveries are to be made by salesman with the exception of samples of minimum size or in case of emergency.

Section 4. Any driver working a shift of **eight (8)** hours or more shall not be called back to work without a rest period of at least **ten (10)** consecutive hours.

Section 5. The Employer shall pay all room, meals and ordinary maintenance expenses for out-of-town runs. On Los Angeles run, if driver will be working over eleven (11) hours, Company will continue to pay, on presentation of a receipt, up to sixty-nine dollars (\$69.00) for a meal. **(Current IRS per diem rates)**

Section 6. The Employer is to furnish and launder all overalls and linens.

Section 7. Drivers shall not be required to wash trucks.

Section 8. Employee will receive either a one (1) hour or thirty (30) minute unpaid meal period as prearranged or agreed between the Employer and Employee. The first meal period shall be taken on or before the fifth hour of work, unless the driver's route and/or perishable products prevents the Employee of being relieved of all duty, the Employee may enter into an agreed written, on-duty, paid meal period agreement with the Employee. This on duty meal period agreement is revocable by the Employee in writing. During any on-duty meal period, the Employee shall be allowed to eat on duty while performing his or her duties. If the Employee work a shift of ten hours or more he shall take another meal period on or before the tenth hour of work. The second meal period shall be thirty (30) minutes and unpaid.

Section 9. An employee shall work overtime when reasonably requested.

Section 10. No premium or overtime pay shall be paid more than once for the same hours worked.

Section 11. It is agreed that there shall be rest periods of fifteen (15) minutes during the morning shift and fifteen (15) minutes during the afternoon shift for all employees of the Employer who are in the plant at any time during said rest period. The Employer shall immediately designate the times for said rest periods and post written notices of said times prominently wherever employees customarily congregate. No change is to be made in rest period schedules without a forty-eight (48) hour notice being posted of such change.

Section 12. The Employer shall provide a bulletin board and a suitable space in each establishment, division, section, department, or each part thereof, for the posting of documents or notices desired by the Union; provided, however, such documents or notices shall be called to the attention of the Employer before being posted by the Local Union.

Section 13. The Employer shall furnish employment in a place of employment which is safe for all employees therein and shall not require nor permit any employee to go or be in any employment or place of employment which is not safe, according to the rules and regulations of the Division of Industrial Safety of the State of California.

Section 14. The Employer shall furnish and use safety devices and safeguards and shall adopt and use practices, means, methods, operations and processes which are adequate to render such employment and place of employment safe and shall do all things necessary to protect the life and safety of all employees.

Section 15. SANITARY REQUIREMENTS. Any employee who refuses to follow and act according to Inspection Service Sanitation requirements shall be subject to disciplinary action.

Section 16. SAFETY REQUIREMENTS. In addition, thereto, the Employer shall furnish and use safety devices, safeguards and equipment as required by OSHA, and shall adopt and use practices, means, methods, operations and procedures which are adequate to render such employment in place of employment safe, and shall do all things necessary to protect the life and safety of all employees. The refusal by an employee to use such safety devices, equipment and safeguards shall subject such employee to disciplinary action.

Section 17. No employee shall be laid off or discharged for refusing to work where the employment or place of employment is not safe and if any employee is laid off or discharged for refusing to work when the employment or place of employment is not safe, such employee shall have the right of action for wages for the period of time during which any such employee is without work as a result of such layoff or discharge.

Section 18. No employee shall be suspended, dismissed, or disciplined without just or sufficient cause. It shall be deemed just and sufficient cause for suspension or discharge of an employee who is guilty of proven dishonesty; falsification of time cards; drinks intoxicating beverages during his normal hours of employment; uses on Company premises any controlled substance, acts of violence toward or against co-workers, manager, vendors, or customers.

Section 19. The Union and the Employer will continue their policies of no discrimination because of such individual's race, color, religion, creed, national origin, ancestry, sex, pregnancy (including childbirth and related conditions), sexual orientation, and gender identity, age, physical or mental disability,

genetic information (including characteristics and testing) and any other characteristics protected by applicable local, state and federal law in the recruiting, hiring, and promotions.

Section 20. An Employee who loses time from work solely because of his engaging in active Jury Duty, or in a juror orientation program, will be paid the difference between his regular straight-time rate of pay (not exceeding eight (8) hours) and his Jury Duty fee for each such day. To be entitled to this benefit, the employee must report to the Company for work on each day (other than holiday designated herein) when he is released from Jury Duty, or a juror orientation program, except when he is released after lunch. The Company shall be free to take proper action to obtain the employee's release from Jury Duty or from a juror orientation program when critical needs of the Company's business requires such action. To be eligible for paid Jury Duty, an affected employee must notify his Employer within twenty-four (24) hours of employee's receipt of any Jury Duty notice or attendance at a juror orientation program. Jury Duty pay will be a maximum of ten (10) days per year.

Section 21. It is the intention of the employees, Union and Company that all disputes concerning Working Conditions shall be resolved finally and exclusively using the procedure set forth in Article 6.

ARTICLE 17 – SENIORITY

Section 1. The Employer recognizes that the principals of seniority shall be given prime consideration in the everyday operation of the business.

Seniority rights shall prevail in the selection of starting times, in rehiring, laying off, and the selection of vacation periods.

Section 2. Temporary layoff or plant shutdown by the Employer, not exceeding one (1) year, shall not interrupt or terminate the employee's seniority rights.

Section 3. An authorized leave pursuant to Article 10 Leave of Absence, shall not interrupt seniority, nor shall such authorized absence interrupt vacation rights unless it exceeds seven (7) weeks. When such authorized absence is in excess of seven (7) weeks, the employee's vacation rights shall be pro-rated omitting the absence in excess of seven (7) weeks.

Section 4. The employee shall accumulate seniority standing as follows: The Company seniority shall equal the employee's total length of service with the Employer dating from the first day of his employment. Divisional seniority shall

equal the employee's total length of service in the division in which he is working.

Section 5. All promotions or reductions in the working force within divisions shall be made on the basis of divisional seniority when ability is relatively equal. In other words, employees holding divisional seniority within particular job classifications in the affected division shall be laid off in inverse order, but such employees shall be entitled to retain their Company seniority and will exercise the same to fill any job vacancy in the affected divisions, or in any other division in the Company, providing they are qualified to fill the vacancy.

Section 6. An employee shall terminate his seniority and employment with an Employer:

1. If the employee quits
2. The employee is discharged for cause.
3. Laid off employees shall notify Employer of any change of address or forwarding address if out of town. The Employer shall call back laid off employees by telephone calls jointly made by an Employer representative and a Union representative where feasible, and if there is no answer from the employee within five (5) days, the employee shall have lost his seniority rights. If it is found that the employee is out of town, the time shall be extended to fifteen (15) days.
4. In the event of leave of absence should the employee fail to report for work at the end of the period of authorized leave of absence, he shall terminate his seniority rights except in case of proven emergency where the Employer agrees to extend the leave of absence.
5. Absence due to non-occupational illness or non-occupational injury shall not interrupt seniority rights for a period of six (6) months.
6. If the employee is absent from work for three (3) consecutive working days without advising the Company and given reasons satisfactory to the Company for such absence.
7. Any new employee shall be subject to a trial period of one hundred twenty (120) consecutive calendar days with the same Employer before he shall be considered a regular employee.
8. An employee absent from work for a period of one (1) year due to industrial injury or industrial illness shall be eligible for re-employment as a new employee subject to passing a medical examination without cost to the employee to determine his fitness for employment.

9. An employee laid off for a continuous period of twelve (12) months shall terminate his seniority.

ARTICLE 18 – NOTICE OF DISCIPLINARY ACTION

Section 1. In order that the Union may be aware of members violating rules, and be given an opportunity to help correct violations and aid in maintaining maximum efficiency, it is agreed that where the Employer finds it necessary to reprimand an employee, which may have serious results, the Employer shall reduce such reprimand to writing in triplicate **within 10 days**, giving one (1) copy to said employee, one (1) to be mailed to the Union immediately, and one (1) to be retained in the Employer's files. **Should the employer not provide the reprimand to the Union, the reprimand shall become null and void.**

Section 2. Upon any instance of bad workmanship, misconduct, failure to follow instructions, or any breach of discipline which cannot be handled informally, the Management may then serve first and second notices upon the individual in cases where immediate disciplinary action is not contemplated. Disciplinary notices shall be void after one hundred fifty (150) days.

Section 3. Upon any issuance of a third notice, or in a situation where immediate disciplinary action is contemplated, the management may request the employee to report to the office where the employee shall state in writing if a hearing is desired and shall thereupon leave the premises in an orderly fashion and without delay. If a **grievance** is not **filed** by the employee, nor by the Union within ten (10) **calendar** days, (exclusive of holidays and weekends), the employee, in case of discharge, shall have no further rights under this Agreement.

Section 4. Three (3) **written** reprimand notices to an employee within one hundred fifty (150) days shall give the Employer the right to terminate such employee. Employee termination pursuant to said **written** reprimand notices shall commence immediately, notwithstanding a guaranteed forty (40) hour work week.

Section 5. **An employee will be subject to the following progressive discipline when an employee is absence from work:**

Talk With: Two (2) occasions in conjunction with holidays, weekends, vacations, etc...

Talk With: Six (6) occasions within a 6 month rolling window

Warning Letter: Seven (7) occasions within a 6 month rolling window

One (1) Day Suspension without pay: **Eight (8) occasions within a 6 month rolling window**

Three (3) Day Suspension without pay: **Nine (9) occasions within a 6 month rolling window**

Five (5) Day Suspension without pay: **Ten (10) occasions within a 6 month rolling window**

Discharge: **Eleven (11) occasions within a 6 month rolling window**

In regards to Tardiness, the employee will be subject to the following discipline:

Talk With: **One (1) through Four (4) occasions within a 6 month rolling window**

Warning Letter: **Five (5) occasions within a 6 month rolling window**

One (1) Day Suspension without pay: **Six (6) occasions within a 6 month rolling window**

Three (3) Day Suspension without pay: **Seven (7) occasions within a 6 month rolling window**

Five (5) Day Suspension without pay: **Eight (8) occasions within a 6 month rolling window**

Discharge: **Nine (9) occasions within a 6 month rolling window**

Employee will be considered No Call/No Show if they do not call in to the employer before the start of their scheduled shift. Failure to follow the call-in procedure will subject employee progressive discipline: first time – one (1) day suspension; second time – three (3) day suspension; three (3) No Call/No Show in one hundred fifty (150) days will be grounds for termination. **In instances of proven emergencies or extraordinary circumstances this language shall not apply.**

Occasions are define as i.e.: Missed work on Monday, and Wednesday. This will be considered as two (2) occasions. Missed work Monday, Tuesday, and Wednesday. This will considered as one (1) occasion.

Absents, tardiness and no call no shows will be done on separate letters and will not be combined for the purposes of issuing discipline.

ARTICLE 19 - SEPARABILITY

Section 1. The provision of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision of this Agreement to be in conflict with any law, rule or regulation issued thereunder, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect. It is further provided that in the event any provision, or provisions are so declared to be in conflict with such rule or regulation, or law, both parties shall meet within thirty (30) days for the purpose of re-negotiation of the provision or provision so invalidated.

Section 2. No Agreement, verbal or written, may be entered into between the Employer and employee which conflicts with this Agreement nor shall any such Agreement be deemed as an amendment or change of this Agreement. Furthermore, no employee may agree to work for any amount less per hour than that specified in this Agreement for working during any such hour.

ARTICLE 20 – PICKET LINE CLAUSE

Section 1. It shall not be a violation of this Agreement, nor cause for discharge or disciplinary action for any employee to refuse to cross a legitimate, bonafide primary picket line sanctioned by the Joint Council of Teamsters No. 42. It is understood that the Employer is required to recognize a certified Union or one which is clearly the majority bargaining agent of the employees in an appropriate bargaining unit.

Section 2. Because of the perishable nature of the products manufactured and handled by the Company, the Union shall permit the removal of such products and the orderly shut down of the plant, and will give the Company not less than seventy-two (72) hours notice in advance of any strike, stoppage or slowdown or suspension of work by the Union or its members.

Section 3. This provision shall be applicable in the event an employee or employees refuse to cross a picket line that has been ratified or approved by the Union.

Section 4. This provision shall become null and void upon the Company's receipt of any product during the seventy-two (72) hour time period, or, if the Employer acts as an allied employer in regard to a labor dispute concerning the

International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America.

ARTICLE 21 – CHANGE OF OWNERSHIP

Section 1. If any Owner or Employer hereunder sells, leases or transfers his business or any part thereof, whether voluntarily, involuntarily or by operation of law, it shall be his obligation to advise the successor, lessee or transferee of the existence of this contract and such successor, lessee or transferee shall be bound fully by the terms of this Agreement and shall be obligated to pay the wages, vacations, sick and accident benefits and comply with all other conditions of this Agreement in effect at the time of the sale, lease, or transfer and shall assume all obligations of this Agreement in the place and stead of the Employer signatory thereto the same as if he has been the Owner or Employer from the beginning.

ARTICLE 22 – D.R.I.V.E. AUTHORIZATION

- A) The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E.
- B) D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" exclude any week other than a week in which the employee earned a wage.
- C) The Employer shall transmit the contributions to:

D.R.I.V.E.
International Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington, DC 20001
- D) The Employer shall send on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.
- E) No such authorization shall be recognized if in violation of state and federal law. No deductions shall be made which are prohibited by applicable law.

ARTICLE 23 – DURATION

The Agreement, herein set forth, shall remain in effect from **February 01, 2021 until February 01, 2024** and for yearly periods thereafter unless either party hereto shall give written notice to the other party of a desire to terminate or modify the existing Agreement. Such notice shall be given at least sixty (60) days prior to the expiration of this Agreement. Failure of either party to give such written notice shall automatically extend the contract for a period of one (1) year from the anniversary date. **The Wages (Article 9) will have a opener beginning December 1, 2022 to discuss and renegotiate.**

FOR THE UNION:

TEAMSTERS LOCAL NO. 542

BY: Dwayne Garrett
Dwayne Garrett

DATE: 7-14-22

FOR THE COMPANY:

**CENTRAL MEAT AND
PROVISION COMPANY**

BY: Robert Kuhlken
Robert Kuhlken

DATE: 7-14-22