

A G R E E M E N T

By And Between

United States Bakery

And

**Teamsters Local Union Nos. 117,
252, 670, 690, 760, & 839**

**Affiliated With The
International Brotherhood Of Teamsters**



Term of Agreement

August 1, 2021– July 31, 2025

**TEAMSTER LOCAL UNION NO. 670
HERMISTON, PENDLETON & LA GRANDE**

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NOTICE TO ALL MEMBERS

If you become unemployed or are off due to an on-the-job injury, in the jurisdiction of the Local Union, you will be put on a withdrawal status **on request** providing all dues and other financial obligations are paid to the Local Union, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current or request a withdrawal.

AGREEMENT

THIS AGREEMENT is entered into August 1, 2021, between United States Bakery, hereinafter referred to as the "Employer," and Teamsters Local Union Nos. 117, 252, 670, 690, 760 and 839, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union." It is mutually agreed as follows:

ARTICLE 1 – RECOGNITION AND UNION SECURITY

1.01 The Employer recognizes the Union as sole and exclusive representative for the purpose of collective bargaining, for any and all employees of the Employer including foremen falling within the classifications of this Agreement.

1.01.1 The Transport jurisdiction is limited to supporting the bakeries and depots geographically covered by the Local Unions party to this Labor Agreement. Assigning Transport work to employees under this Labor Agreement beyond the geographic confines of this Agreement will be at the sole discretion of the Employer. However, the Employer agrees to meet with the Union to discuss alternatives before implementation.

1.01.2 Notwithstanding 1.01.1 above, the Employer agrees that Locals 117 & 690 will retain jurisdiction of the transport of products from Seattle or Spokane to depots and/or distribution points currently being served by Locals 117 & 690 that fall outside of the geographic jurisdiction of the Labor Agreement. Examples are distribution to Portland, Libby and Missoula.

1.02 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members in good standing on the effective date of this Agreement shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union, provided, however, where the effective date of this Agreement is made retroactive, the words "execution date" shall be substituted for the words "effective date" in the foregoing Union security clause.

1.03 It is agreed between the parties that the Union indemnifies and holds the Employer harmless against any actions, claims or liabilities arising from action taken by the Employer in adherence with the Sections of this Article.

1.04 The Employer hereby agrees to notify the Union of any and all job openings which are within the bargaining unit. The Employer shall choose between all applicants on the basis of their qualifications and the requirements of state or federal law.

1.05 The Employer agrees to notify the Union of any new employees put on the payroll and the date of employment within seven (7) days of the date of hiring.

1.06 All Employees shall be responsible for having their current address and phone

number on file in the Employer's office.

1.07 The Employer, upon written authorization of the employee, shall deduct from the first pay received each month by such employee, the Union dues, initiation fees, and assessments for the current month and promptly remit same to the appropriate officer of the Union. If dues are not deducted in one (1) month for any reason, they shall be deducted the following month. The amount of such dues, initiation fees and assessments are those currently in effect or as may hereinafter be established. The deduction of initiation fees may be split as specified on a payroll deduction form.

1.08 The Employer will deduct the assessments and monthly dues the first payday in the month. When an employee quits, is discharged, or is laid off, any of the foregoing amounts due will be deducted from the last pay payable.

1.09 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon signed authorization cards furnished to the Employer by the Union or for the purpose of complying with any of the provisions of this Article.

1.10 The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, or for one (1) year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days and not more than seventy (70) days before any periodic renewal date of this authorization and assignment of any desire to revoke the same.

1.11 Democrat, Republican, Independent Voters Education (DRIVE): The Employer shall deduct from the pay of each employee, each month, who furnishes a written assignment for DRIVE deduction. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters, on a monthly basis, in one 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 that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan. The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union, or to such other organizations as the Union may request if mutually agreed to. No deduction shall be made which is prohibited by applicable law. This paragraph will only become effective if twenty percent (20%) of the bargaining unit of each Employer signs authorization cards.

ARTICLE 2 – NON-DISCRIMINATION

2.01 Neither the Employer nor the Union will discriminate in hiring, promotion, or continued employment because of race, religion, creed, color, age, disability, national origin, sex, sexual orientation, Vietnam era veteran status, disabled veteran status or any other legally protected class or condition. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state or federal law, including the American

with Disabilities Act (ADA). In the event a proposed accommodation will conflict with an express provision of this Agreement, the parties, at either's request, shall meet to discuss the proposed accommodation.

2.02 The use of the pronouns "he" or "she" and the nouns "men" and "women" shall not be interpreted to refer to members of only one sex but shall apply to members of either sex.

2.03 The Employer will provide a work environment free of unlawful harassment both sexual harassment or general harassment because of gender, race, color, religion, national origin, ancestry, marital status, age, a physical or mental impairment that substantially limits one or more major life activities, or any other basis protected by federal, state, or local law or regulation will not be tolerated and will be grounds for immediate discipline up to and including termination.

2.03.1 Any employee that believes he/she has been unlawfully harassed is encouraged to provide a written or oral complaint to the Human Resources Manager immediately after the incident.

ARTICLE 3 – PROTECTION OF RIGHTS

3.01 It shall not be a violation of this Agreement and shall not be cause for discharge, permanent replacement, and/or disciplinary action of any kind in the event an employee refuses to go through or work behind any primary picket line, including primary picket lines of this Union and including primary picket lines at the place or places of business of any of the Employers party to this Agreement, or refuses to enter upon any property involved in a labor dispute where such labor dispute is manifested by picketing. Provided, however, such labor dispute and/or primary picket line is recognized by Joint Council of Teamsters No. 28 and/or Joint Council of Teamsters #37.

3.02 No employee shall be discharged or disciplined except for just cause.

3.03 In the event an employee is given a corrective action notice that because of his or her conduct, he or she is liable to discipline or discharge upon future occurrence, the local Union shall be notified in writing within fourteen (14) calendar days of such notice and the circumstances given rise thereto. A corrective action notice shall not be used to support disciplinary action unless a copy of the notice has been given to the Union.

ARTICLE 4 – RUNAWAY SHOP, MERGER, SUCCESSOR

4.01 During the term of this Agreement, the Employer agrees that he shall not remove or cause to be removed his present plant or plants from the city or cities in which such plant or plants are located except for sound business reasons.

4.02 In the event the Employer acquires a new establishment by consolidation, merger or otherwise or in any way expands his operations, this Agreement shall be applicable to such acquisition or expansion upon proof of majority status.

4.03 In the event of a sale, transfer, or lease of this bakery, the Employer agrees to notify

the purchaser, transferee and/or leasee of the existence of this Labor Agreement. The Employer agrees to notify the Union of the pending sale, transfer, and/or lease and give the Union the opportunity to meet and discuss the impact of the sale, transfer and/or lease may have on the bargaining unit at least thirty (30) days in advance whenever possible.

ARTICLE 5 – METHODS OF DISTRIBUTION

5.01 Dock Pickup: A driver-employee of a customer of an Employer signatory to this Agreement may take delivery of private label or secondary bakery products of such customer at the dock of the signatory Employer's manufacturing plant for distribution within geographic areas covered by Locals of this Agreement.

5.01.1 A driver-employee of a customer of an Employer signatory to this Agreement or their designee may take delivery of private or secondary bakery products of such customer at the dock of the signatory Employer's manufacturing plant for distribution outside of the geographic areas covered by the Locals signatory to this Agreement.

5.02.1 Consistent with the differentiation provided in 5.01 & 5.01.1 it is agreed that a customer of the Employer signatory to this Agreement or their designee may take delivery of private label or secondary bakery products of such customer at any depot location (housing routes) of the signatory Employer for distribution outside of the geographic areas covered by the Locals of this Agreement, upon which commissions shall not be payable.

5.02 Private Label/Secondary Bakery Products: It is agreed that a customer of an Employer signatory to this Agreement may take delivery of private label or secondary bakery products of such customer at any depot location (housing routes) of the signatory Employer, upon which commissions shall not be payable. The Union shall be given thirty (30) days written notice of the Employer's intent to implement dock pickup of private label or secondary label baking products at its depot location(s). Upon receipt of such written notification of a change in methods of distribution, the Union may for work preservation purposes, submit a request in writing to the Employer to negotiate with respect to the terms and conditions upon which change shall be introduced, and the contract shall be considered open for that purpose only. The issues in such negotiations shall not be subject to the Grievance and Arbitration provisions of the contract. If the parties cannot reach agreement upon the issues in negotiation, then the Union shall retain the right to strike against the Employer involved and the Employer involved shall have the right to lockout in support of its position. Such right to reopen the Agreement shall be limited to the thirty (30) day period of notification supplied by the Employer and if such request is not received by the Employer in writing prior to the end of such thirty (30) day period, it shall be waived. It is further agreed that this paragraph shall in no way limit or restrict the Employer's right of dock delivery at the Employer's manufacturing plant as described in the preceding paragraph.

5.03 "C" Store Distribution of Bakery Products: It is agreed that the Employer may make deliveries of bakery products to "C" Stores and/or "C" Stores' central distribution centers by an hourly-rated delivery driver. Such bakery products shall not be subject to commissions. Definition of "C" Stores shall include any group of stores serviced by central distribution centers whose weekly average net sales does not exceed five hundred dollars (\$500.00) per store. An example of such stores shall include Bartels, Core-Mark, Walgreen's, Seven-Eleven, Circle K, Rite Aid, etc. It is understood that such deliveries shall be without rack service or handling of returns. It is further

understood that such warehouse/central distribution shall only apply to "C" Stores and shall not apply to grocery store and supermarket customers. Implementation of warehouse/central distribution shall not result in the direct displacement of Commission Sales Representatives.

5.04 Fast Food Distribution: The Employer may distribute private label or clear wrap bakery products to fast food accounts as defined herein by either:

- a. An hourly rated delivery driver or,
- b. By a commissioned driver-salesman who shall receive a three and one-half percent (3.5%) commission on bakery products delivered to fast food accounts. Commission shall be computed on bakery products sold pursuant to this Section on the net sales to the customer.

5.04.1 An hourly rated delivery driver shall be paid in accordance with Appendix "B" of this Agreement. Five (5) days or forty (40) hours shall constitute a week's work; eight (8) hours which shall be completed within eight and one-half (8½) consecutive hours shall constitute a day's work. Overtime is to be paid at the rate of time and one-half (1½). There shall be no split shifts.

5.04.2 An hourly rated delivery driver shall be included in the sales seniority classification.

5.04.3 A fast food account for the purpose of this Agreement shall be limited to fast food accounts with ten (10) or more outlets in the territorial area covered by the Area Collective Bargaining Agreement between the parties. In addition, fast food accounts for the purpose of this agreement shall also include all drop and go stops without rack service limited to national chains within the territorial area covered by the collective bargaining agreement between the parties and will be paid at 3.5% commission.

5.05 The Employer hereby recognizes established past practice of the members of the Union displaying bakery products in retail establishments. As such methods shall continue, with the exception of those changes agreed upon between the parties and defined within this Agreement or made pursuant to Article 6 Changes in Methods of Distribution.

5.06 There shall be no deliveries on a Sunday, holiday or on such days on which regular deliveries are not made, except deliveries to boats or trains for out of city delivery, deliveries to box lunch companies or emergencies. All such deliveries shall be made by members of the bargaining unit who are employees of Employers signatory to this Agreement. No person shall procure or haul bakery products from bakeries for resale on Sundays or holidays or on such other days on which regular deliveries are not made. Sunday/Wednesday deliveries will be allowed where they are at the request of the customer or made at the discretion of the merchandiser.

5.06.1 Delivery Restrictions: The delivery restrictions of 5.06 above will not apply to five (5) day route schedules with two (2) consecutive days off.

5.07 Emergency work will be covered by the Merchandiser Classification whenever practicable.

5.08 No salesperson is allowed to start delivery of bakery goods before 5:00 a.m. and

must be off the streets by 4:00 p.m. Salesperson's time is to start when he or she begins loading. There shall be no loading before 4:00 a.m. Drivers and salespersons shall do no repair work or washing of vehicles but shall keep the interior of their vehicles in a clean and sanitary condition and shall not be financially responsible for damage accidentally occurring to their vehicles. Past practice will continue where loading/delivery starts before 4:00 a.m. and 5:00 a.m. to meet customer demands.

5.09 House Accounts: The Union recognizes that certain accounts listed herein require a different type of delivery. In recognition thereof, deliveries to said House Accounts will be done by an hourly rated delivery driver without rack service or the handling of returns or the payment of commission:

Major Sporting Facilities –T-Mobile, Lumens Field, Funko Field; Climate Pledge Arena; Tacoma Dome, Showare Arena.

Major Golf Events - Where it is not hosted by the club vendor during the ordinary course of the RSR's service, i.e. US Open at Sahalee.

Large Wholesale Accounts - National Sales Accounts, Alaska Sales, Cold Storage, Jumbo Foods.

Naval Ships - Where full service is not provided by an RSR.

Fairs - W. Washington State Fair (Puyallup).

ARTICLE 6 – CHANGES IN METHODS OF DISTRIBUTION

6.01 The parties to this Agreement recognize that the methods of distribution prescribed by this Article may require changes or modification during the term of this Agreement. Accordingly, it is understood that the Employer may reopen the contract during the contract term for the purpose of negotiating changes in methods of distribution. In such reopener negotiations, the parties will meet and bargain in good faith to resolve differences, if any. If the parties fail to reach agreement, and the Employer implements such distribution changes, the Union shall have the right to strike, and the Employer shall have the right to lock-out over the distribution change issues.

6.02 Recognizing that the parties to this Agreement cannot control competitive conditions which may affect existing methods of distribution, it is further agreed that in the event methods of distribution or compensation for delivery are instituted by an Employer who is not signatory to this Collective Bargaining Agreement, then this Agreement may be open for the limited purpose of negotiating amendments to the method of distribution of compensation for delivery upon giving fifteen (15) days written notice to the Union provided, however, that all of the following conditions must be met.

6.02.1 Different Method of Distribution: The Employer instituting the different method of distribution must be an Employer who not only does not have a collective bargaining agreement with the Union but must in no way be related directly or indirectly by any means with an Employer who is under a collective bargaining agreement with the Union.

6.02.2 The Company will continue to distribute Smith Cookie Company products through its DSD system. However, if the customer requires the product be sold and distributed directly through their system, the Company has the right to directly distribute

through that customer's program without paying commissions.

6.03 During the period of time fifteen (15) days subsequent to the notice given in compliance with this clause, no change shall be made in the method of distribution or compensation for delivery.

6.04 If, at the conclusion of such fifteen (15) day period the parties have not been able to reach agreement, the Employer may implement and the Union may, without further notice, strike in support of its demands. The Employer may then lockout.

ARTICLE 7 – HOURS, WORKWEEK, PREMIUM PAY, MISCELLANEOUS

Route Sales Representatives (RSRs)

7.01 The Employer and the Union agree and acknowledge that the RSRs covered by this Agreement are customarily and regularly engaged in making sales of the Employer's products. In fact, consummating such sales is the primary purpose of the RSR's job. In this capacity, RSRs are required to, among other things, (1) engage in active efforts to persuade their customers to increase orders for the Employer's products, (2) solicit their customers to purchase new products for the Employer, and (3) generally exert considerable effort to maximize sales and minimize returns. The Employer and the Union also agree and acknowledge that when loading and driving their truck, delivering product to their customers, placing product on their customer's shelves, removing out-of-code product from their customer's location, merchandising product, and obtaining authorization to place and placing point-of-sale and other advertising material at their customer's site, RSRs are performing work incidental to, and intended to, and directly promote, their own sales.

7.01.1 The Employer and the Union also agree and acknowledge that RSRs covered by this Agreement transport the Employer's product in interstate commerce. As a result, the Employer and the Union acknowledge that the U.S. Secretary of Transportation has the power to regulate, under the Federal Motor Carrier Act, as amended, the maximum hours of work of RSRs.

7.01.2 The parties believe that the sales functions performed by the RSRs make them "Outside Salesman" and therefore exempt under the FLSA and state wage-hour regulations. Notwithstanding the above, the parties understand and agree that this Agreement contains an enhanced system of pay to compensate a RSR for all hours worked in compliance with the state's requirement under RCW 49.46.

7.01.3 In the event that an agency or court of law determines that the RSRs are no longer exempt and/or that the pay system as provided in this Agreement does not comply with the FLSA and or State wage-hour regulations, the parties agree to meet and negotiate a new compensation package to replace the current base and commission system.

7.01.4 Any replacement compensation system shall be subject to the Unions' approval and be cost neutral with the current system. If the parties are unable to reach a negotiated settlement, the Employer may implement and the Union may, without further notice, strike in support of its demands. The Employer may then lockout.

7.02 Five (5) days shall constitute a week's work, Sunday through Saturday. On a normal day, eight (8) hours shall constitute a day's work to be finished in nine (9) consecutive hours.

7.02.1 The parties agree to meet and review within two (2) weeks of receipt of written request from an RSR, the route structure of any commission sales route consistently running in excess of fifty (50) hours overall clock time per week, during any consecutive four (4) week period. The Employer, Business Agent and RSR will consider all pertinent factors such as loading/unloading time, miles driven, stops, route sales, alignment, etc., with the intent of finding a way to reduce excessive hours. Possible solutions may include but are not limited to; realigning routes, deleting stops, adding route(s)/stub route(s), recap orders, loaders, depot modification, product mix, additional training and any other workable solution for reducing excessive hours.

7.02.2 If the parties cannot reach a mutual agreement to reduce hours under 7.02.1 above, the Employer agrees that it will pay an excessive hours' premium of fifteen dollars (\$15.00) per hour for all hours over the fifty (50) in a week, commencing two (2) weeks from the date of the route review meeting.

7.02.3 It is understood that restructuring a route at the request of an RSR will not subject the Employer to the route cut guarantee provisions of this Agreement.

7.02.4 The parties further agree that the route review provisions are not intended to restrict the Employer's right to make changes or restructure sales route(s).

7.03 The enforcement of Section 7.02 shall be the joint responsibility of the Employer and the Union. A combination of the handhelds and a time log will be used to record all time worked in each week per Company policy. The Employer shall retain time records for twelve (12) months.

7.04 Route Cut Guarantee: In the event the Employer makes a route adjustment or transfer stops; except by the employee's request, which would reduce the RSR's weekly sales by four percent (4%) or more, then, in addition to regular commission, the RSR shall receive the difference in earnings between the prior twelve (12) weeks average and each of the twelve (12) weeks thereafter. The guarantee is to be paid weekly.

7.05 Delivery of Goods: No employee shall deliver goods without collecting for same unless the Employer assumes full responsibility for such collections. RSRs will not be required to pay for any left-over goods.

7.06 Uniforms: Western Washington RSRS & Merchandisers: Employees shall report in neat and clean attire.

7.06.1 The Company will provide eleven (11) shirts and eleven (11) pants for RSR's. The Employer will pay the cost of providing the uniforms currently at three dollars and sixty-five cents (\$3.65). The employee shall be responsible for one dollar and eighty-five cents (\$1.85) per week for laundering. The cost to the employee cannot be increased by more than ten cents (\$0.10) per week in each year of the contract. As part of the employee's uniform the Company may require coats, hats, and or other required wear. If required, the Employer will be responsible for the cost of such items. The Employer reserves the right to require uniforms be worn by Transport and Shipping employees and the Employer will bear

the cost of said uniforms. Transport and Shipping employee(s) will be responsible for the laundering of their uniforms.

7.06.2 Eastern & Central Washington: The Employer reserves the right to require a uniform including but not limited to shirts, pants, hats, and/or coats, the Employer will bear the cost of said uniforms. The employee(s) will be responsible for the laundering their uniforms. The wearing apparel prescribed by the Employer will bear the union label or union bug. The Company agrees to meet with employees and Union prior to a change to discuss uniform options, but the Company will retain the right to designate the uniform including but not limited to shirts, pants, hats and/or coats.

7.06.3 RSRs may request and will be granted the right to wear short trousers, which shall be supplied through the Employer's uniform supplier. The employee shall pay one hundred percent (100%) of the cost of short trousers.

7.07 Discounts: RSRs shall not suffer any reduction from commissions as a result of discounts unknown at the time of delivery or deliveries made to any of his/her regular route customers. Commissions on net sales will continue to be paid off invoices, except those customers switching to Scan Based Trading which will be paid off the scanned price at check-out.

7.08 Sales Meetings: The Employer shall not schedule sales meetings on regular days off without prior Union agreement.

7.08.1 Safety Meetings: Safety Meetings for RSRs shall be allowed once per month, not to exceed twenty (20) minutes, with seven (7) days' notice.

7.09 Route Bidding: Should a permanent vacancy occur in a sales route, notice of such opening together with a description of the route, shall be posted for a period of three (3) working days and a copy sent to the Union office. It shall be understood that this shall not apply to route openings such as vacation relief, seasonal work, leave of absence or illness/injury. The description of the route should contain the average volume for the last four (4) weeks, the number of stops and the location of the route.

7.09.1 Permanent Job Openings: The Employer agrees to post notice of all permanent job openings within two (2) weeks of the opening and to assign within thirty (30) days of the opening to the successful bidder. It is further understood that the Employer will send the Union copies of all bid sheets.

7.09.2 Upon such notice, RSRs, Supervisors, Merchandiser Managers or Branch Managers in the depot or plant in which the vacancy occurs may bid for the open route, but such bids need not be considered in the first year of employment as an RSR, within one (1) year since successfully bidding for another route or placement in supervisory capacity.

7.09.3 Filling Open Routes: The Employer, in filling the open route, shall choose among the two (2) senior qualified bidders, provided they are qualified to handle the open route. Notice of successful bidder shall be posted for seven (7) calendar days.

7.09.4 Routes Not Up For Bid: The Employer shall only be required to post the original route opening and the successful bidder's route.

7.09.5 Average Earnings for Route: Average earnings on a route adjustment for RSRs shall not apply to the successful bidder or to the route which is posted for bid.

7.09.6 An employee who transfers from one depot to another depot within the same Local shall retain all of his/her seniority rights except that for the first (1st) year at his/her new location and he/she shall not exercise his/her seniority rights for job bidding. The employee will stay on the vacation bid schedule from the previous depot until the next vacation selection occurs at the new depot. Routes located in a plant will be considered a depot for purposes of this Article. The two (2) depots within Local 117 Tacoma will be considered as one (1) depot for purposes of this Article. The three (3) depots within Local 760 Yakima will be considered as one (1) depot for purposes of this Article.

7.09.6.1 An employee who transfers from one depot to a depot covered by another Local and/or the same Local in another seniority grouping per the attached Agreement regarding Depot Groupings will retain his/her Company hire date for purposes of vacation accrual, sick leave accrual and any other longevity purposes but will start over with a new seniority date for all other purposes.

7.09.6.2 Transfer of a Route: If a route(s) is transferred to another depot within the same Local, the RSR will have a right to follow the route(s) to its new location. In this case, the employee shall retain all of his/her seniority rights, and the right to bid on open routes in his/her previous depot for the first (1st) year, but for the first (1st) year at his/her new location, he/she shall not exercise his/her seniority rights for job bidding. The employee will stay on the vacation bid schedule from the previous depot until the next vacation selection occurs at the new depot. RSRs requesting not to follow a transferred route shall bump the least senior RSR in the depot grouping.

7.09.7 Route Realignment: In the event the Company determines it necessary to realign existing routes (within a rolling twelve (12) month period) and the change results in a fifty percent (50%) change in volume or fifty percent (50%) change in stops, the RSR will have the right to bump the least senior RSR in the depot grouping.

7.09.8 In the event of an increase in dollar volume of fifty percent (50%) or more on a given route, the Company agrees to re-bid the route. (Current RSR on the route in question will be included in addition to the two (2) bidders per Section 7.12.3 provided they have at least five (5) years of seniority.)

7.10 Late Transport Delay Premium: Western Washington Only: Except where the employee is notified by 6:00 p.m., the Employer will pay a late transport premium of \$9.00 per full half (1/2) hour to each person at the destination affected, for each full half (1/2) hour, each day the last regular scheduled transport is late.

7.10.1 The Employer will establish a phone notification system whereby the RSRs will be able to phone in by 4:00 p.m. to determine the estimated arrival of the transport for their respective depot.

7.10.2 The late transport premium will not apply the week before the week of a holiday; and in situations beyond the control of the Employer such as power outage, equipment

breakdown and/or Act of God.

7.10.3 Western Washington Transport Arrival Times To Depots (These arrival times are subject to change for business reasons).

7.11 Layoff: The least senior RSR in the depot will be the first to be laid-off. The laid-off RSR can displace the least senior RSR in the Local's jurisdiction.

ARTICLE 8 – HOURS, WORKWEEK, OVERTIME, MISCELLANEOUS

Inside Workers

8.01 Five (5) days or forty (40) hours shall constitute a week's work, Saturday through Friday; eight (8) hours which shall be completed within eight and one-half (8½) consecutive hours shall constitute a day's work. Overtime is to be paid at the rate of time and one-half (1½). All hours of overtime over sixty (60) is to be paid at two times (2x) the employee's hourly rate. There shall be no split shifts.

8.01.1 Four (4) Day/Ten (10) Hour Option: The Employer will have the option of establishing a four (4) day, ten (10) hour straight time work week. All Articles calling for five (5) days of eight (8) hours will be modified accordingly. (Eastern and Central Locals are not subject to this Section)

8.01.2 The Employer may schedule individual ten (10) hour day(s) where the individual gets at least three (3) days off in a week of which two (2) must be consecutive.

8.01.3 Eastern Locals: The Employer may schedule 4/10-hour workdays per work week for up to a maximum of twenty percent (20%) of the bid shifts, on a year-round basis, which will include two (2) consecutive days off. An employee on a 4/10 schedule may be required to work a 5th day (eight-hour shift) based on business needs. Employees may sign up for this extra work and such extra work will be given to the most senior person on the sign-up sheet. If there are insufficient volunteers to report to work on a fifth (5th) or sixth (6th) day, then such work will be assigned to the least senior employee. Employer may not require or assign an extra day of work if such assignment would interrupt an employee's 2 consecutive days off. This section applies equally to all inside worker (Spokane division) including forepersons. If a foreperson is assigned a fifth (5th) or sixth (6th) day of work but is needed on that day to fill in for another foreperson, then the work will be assigned to the next worker per this section. Should no foreperson be available for the fifth (5th) or sixth (6th) day foreman work, then the position may be offered to a qualified inside worker by seniority.

8.01.4 Eastern Locals: Working forepersons will not count in the percentages set forth in Sections 8.01.3

8.01.5 Working forepersons will continue to be non-bid positions, however the Company will post a sign-up for those bargaining unit employees who are interested in becoming forepersons.

8.02 There shall be a ten (10) minute rest period during each half shift. A lunch period of

thirty (30) minutes shall be scheduled as near as possible to the middle of the shift, but in no event shall it commence before the fourth (4th) hour or after the end of the fifth (5th) hour. If the employee is required to take a lunch period before the third (3rd) or after the fifth (5th) hour, then the lunch period will be on Company time. Provided that an employee who is scheduled to work one (1) or more hours of overtime shall be given a ten (10) minute rest period after thirty (30) minutes of overtime and shall be given an additional ten (10) minutes rest period for each two (2) hours thereafter.

8.02.1 When overtime is required, the employee shall be notified no later than the middle of his/her designated shift, except in cases of emergency, such as equipment breakdown and absenteeism.

8.03 At least twelve (12) hours must elapse between the time any regular full-time employee completes a regular shift and the time he/she is required to start the next shift. In addition to this, each employee is entitled to a full day, twenty-four (24) hours on his/her day off. The Employer shall pay a premium of time and one-half (1½) for any hours worked during the twelve (12) hour rest period except that the twelve (12) hour requirement may be shortened to facilitate production when a double holiday occurs, the holiday being Saturday or Monday or when an employee is assigned to another shift at his/her request nor shall it apply in the case of an Act of God or situation beyond the control of the Employer (i.e. such as mechanical breakdown or power outages). In addition, time and one-half (1½) for not getting twelve (12) hours between shifts will not be paid to part time employees or employee(s) not holding a bid position, a senior employee choosing to work off the jobber list, a senior employee electing to work overtime over a junior employee who could work without incurring premium pay; filling in for days off, absenteeism or other relief, and when moving from one bid to a new bid including those moves resulting from the Shipping bid process in Eastern Washington. The premium will apply for a relief person working a full week commencing on the second (2nd) day.

8.03.1 When employees are mandated to work seven (7) consecutive days, the employee will be guaranteed their first scheduled day off. The work will first be given to employees who volunteer for this extra work by seniority. If there are insufficient volunteers for the work, then the extra work will be required of employees based on inverse seniority. The Employer will maintain an overtime roster and have it kept current and posted each week.

8.04 Variance Time: The starting time shall not vary more than two (2) hours from the starting time of the employee's first shift for the work week. If the starting time on any day varies by more than two (2) hours from the first starting time for the work week, the amount of time in variance shall be paid for at the rate of time and one-half (1½). This shall not apply to the four (4) working days preceding the holidays set forth in Article 11 and the two (2) working days following the holiday, nor shall it apply in the case of an Act of God or situation beyond the control of the Employer (i.e., such as mechanical breakdown or power outages). In addition, variance time pay will not be paid to part time employees or employee(s) not holding a bid position; a person holding a bid position who has an absence from a scheduled shift during his/her week, a senior employee electing to work overtime over a junior employee who could work without incurring premium pay, or from the Shipping bid process in Eastern Washington. The premium will apply for a relief person working a full bid week commencing on the second (2nd) day. Two (2) hours variance in a week may mean up to two (2) hours in either direction; or three (3) hours in one direction and one (1) in the other, or up to four (4) hours in one direction. However, in any case, there will be no more than a two (2) hour change each calendar day.

8.05 Holidays: Thirty-two (32) hours shall constitute a week's work for all inside workers,

during a week in which a holiday falls. All work over thirty-two (32) hours shall be at time and one-half (1½).

8.06 Additional Compensation: In addition to their regular rate of pay, all employees shall receive additional compensation at the rate of twenty-five cents (\$0.25) per hour for all hours worked between 6:00 p.m. and 6:00 a.m.

8.06.1 Sunday Compensation: Inside workers working on Sunday shall receive an additional fifty cents (\$0.50) per hour for hours worked from midnight Saturday to midnight Sunday. When inside employees work on a Monday rather than a preceding Sunday because that Monday is a day of observance for a holiday, such employees shall receive additional compensation of fifty cents (0\$.50) per hour for hours worked from midnight Sunday to midnight Monday.

8.07 Job Bidding (Eastern Locals): In an attempt to expedite the job bidding procedure, the following steps shall apply unless an alternative method of bidding is agreed to by the Employer and the Union prior to each bid:

1. A list of all full-time positions to be bid will be distributed to all full-time employees, including working forepersons, with at least twelve (12) months of seniority at least two (2) weeks prior to bid date.
2. A weekly schedule of all employees, including working foreperson, by seniority shall be posted by Thursday for the following week;
3. Each employee will return the list with their choice of preferred position(s) listed in order of preference at least one (1) week prior to the bid date:
 - a. Example: Number 1 senior employee will list first preference.
Number 2 senior employee will list two (2) preferences.
Number 3 senior employee will submit three (3) preferences, and so on.
 - b. The employee lists will be maintained by the Employer until the next bid.
4. Employees failing to submit their preference(s) per the time limits listed above will be temporarily assigned to a position until the next bid.

8.07.1 During the April bid, the Employer shall continue to provide as many five (5) consecutive day work weeks with two (2) consecutive days off as the needs of the business will allow.

8.08 Job Bidding (Western Locals): Permanent job openings, except those of Foreperson or Lead person, shall be posted for a period of three (3) working days. The job(s) will be posted within seven (7) to fourteen (14) calendar days of the opening and will be awarded (and posted) to the successful bidder within seven (7) working days of the employee's successful bid. Copies of job bids, job awards and/or job assignments will be provided to the applicable Local Union in a timely manner.

8.08.1 The Employer shall only be required to post the original job opening and the successful bidder's former job.

8.08.2 The Employer shall be required to post the job openings in all areas that the respective employees are employed.

8.08.3 Once the employee is selected as the successful bidder based upon his/her seniority and ability to perform the work as required, such employee shall have a trial period not to exceed five (5) working days on the job. If at any time during the trial period, the Employer determines that the employee is not qualified or does not have the ability to perform the work required, the employee shall be returned to the former job without prejudice. The employee may also elect to return to the former job during the five (5) day trial period without prejudice. It is further understood that the Employer will send the Union copies of all bid sheets.

8.08.4 Seniority: Employees with twelve (12) or more months of seniority shall be permitted to bid for the opening. Preference shall be given on the basis of seniority provided the senior employee is capable of performing the work. Any employee who has successfully bid for a job opening shall count it as one (1) of two (2) bids in a rolling twelve (12) months period. Temporary openings which might occur because of seasonal fluctuations, vacations, leaves of absence or illness shall not be subject to bid.

8.08.5 Work Assignment Rights: The provisions of this Article shall not be interpreted to prevent or limit the right of the Employer to assign any of the work among the employees in the jobs covered by the classification of "Inside Employees" as the Employer's production needs may require.

8.08.6 Inside Workers Semi-Annual Bid (Snyder's): Full-time shipping positions shall be posted for bid twice (2x) each year in Local 690's jurisdiction. The first bid would be during the first week of April. The second bid will be in the first week of October. Employees with twelve (12) or more months of seniority shall be permitted to bid. A bid that has its starting time changed by more than four (4) hours on a permanent basis, or any permanent vacancies that may occur during the calendar year will be considered a "permanent opening" for bidding purposes. In the case of a reduction in the number of bid jobs, or in the case of a demotion from an appointed position, the remaining bids below the eliminated/open position shall be posted for re-bid per the procedure in 8.07.1. Temporary openings which may occur because of seasonal fluctuations, vacations, leaves of absence or illness shall not be subject to bid.

8.08.7 (Western Washington only; Shipping, National Sales including National Sales Checkers, and Production): Qualifications and ability being equal, scheduled shifts of overtime shall be assigned by seniority. Daily overtime assignments and vacation selection shall be by department as is the current practice.

8.09 Compounding Premiums: Where more than one (1) penalty provision of this Agreement applies, such as the call-in and variance time penalties, the employee shall be paid a premium of one-half (1/2) time for the hours involved for each of the penalty provisions affected, and there shall be no duplication of the straight-time hourly rate.

8.10 Overtime: All claims for overtime and back pay shall be presented within thirty (30)

days after the work week in which the work was completed.

8.11 Part-time Employees: Definition: An employee who is regularly scheduled to work less than five (5) days per week or less than a regular work day shall be classified as a part-time employee.

8.12 Part-time Guarantee: Part-time employees shall be guaranteed four (4) hours per day and may be scheduled to perform such work up to five (5) days per week.

8.13 Part-time limitations: A part-time employee shall not be hired to replace full-time jobs (i.e., no back-to-back scheduling of the part-time employees to eliminate full-time employees). Overtime shall first be offered to regular, full-time employees on the shift working overtime before part-time employees are called in.

8.14 Part-time vacation pay: A regular part-time employee shall also be entitled to paid vacation and sick leave after one (1) year of employment, and annually thereafter, provided the employee has worked one thousand forty (1,040) hours per year. Such vacation and sick leave as per Article 19 shall be prorated based on the ratio of hours worked or paid for during the preceding year to two thousand eighty (2,080) hours. A regular part-time employee who advances to full-time status shall receive a prorated vacation payment on the employee's next part-time anniversary date based on the ratio of hours worked or paid for in part-time status to two thousand eighty (2,080) hours and based on the hourly rate of pay in effect for such employees as a part-time employee. This applies to all hourly employees covered by this Labor Agreement except for Outlet Stores.

8.15 Part-time seniority: A part-time employee shall have seniority rights over other part-time employees based upon his/her date of hire. Such employees shall be given consideration for full-time openings and for part-time schedules based on their seniority. In the event a part-time employee is advanced to full-time status, his/her full-time seniority shall begin as of the date full-time status is acquired.

8.16 Part-time seniority broken: A part-time employee who performs no work for a period of ninety (90) calendar days shall lose all seniority and if rehired shall be considered a new employee. Employees who quit shall lose their seniority immediately.

8.17 Part-time holiday pay: A part-time employee shall be entitled to pay for each of the holidays named in Article 14 on a prorated basis of the average portion of a regular work week worked by the part-time employee during the two (2) weeks prior to the holiday. This applies to all hourly employees covered by this Labor Agreement except for Outlet Stores.

8.17.1 Part-time Steady Employment: An employee who is steadily employed and who is also working as a part-time employee shall not be continued in employment if the Union notifies the Employer that an unemployed person is available and such person has the ability and qualifications to perform the work.

8.17.2 Part-time Sunday Compensation: No part-time employee shall receive the additional compensation of fifty cents (\$0.50) for Sunday work.

8.18 Any employee required to work a light duty assignment due to an injury or illness will be scheduled on his/her regular start time as part of his/her light duty assignment when practicable at the Employer's discretion.

ARTICLE 9 – HOURS, WORKWEEK, OVERTIME, MISCELLANEOUS

Transport, Special Delivery and National Sales

9.01 Five (5) days or forty (40) hours shall constitute a week's work, Saturday through Friday; eight (8) hours shall constitute a days' work which shall be completed within eight and one-half (8½) hours. It is understood that the overall clock time of eight and one-half (8½) hours shall include one-half (1/2) hour per day for meal period. Overtime to be paid for at the rate of time and one-half (1½). Provide for a night premium of twenty-five cents (\$0.25) for hourly rated Transport and Special Delivery Drivers for hours worked from 6:00 p.m. to 6:00 a.m.

9.01.1 Four (4) Day/Ten (10) Hour Option: The Employer will have the option of establishing a four (4) day, ten (10) hour straight time work week. All Articles calling for five (5) days of eight (8) hours will be modified accordingly.

Such four (4) day/ten (10) hour shifts shall include two (2) consecutive days off, one of which must be a weekend day. In those cases where the two (2) consecutive days across a weekend cannot be accomplished, at least one (1) of three (3) days off will be a weekend day. Exceptions will be covered by dispatch rules. (Eastern and Central Locals are not subject to this Section)

9.01.2 Shift Times: At least twelve (12) hours must elapse between the time any regular full-time employee completes a regular shift and the time he/she is required to start the next shift. In addition to this, each employee is entitled to a full day, twenty-four (24) hours on his/her day off. The Employer shall pay a premium of time and one-half (1½) for any hours worked during the twelve (12) hour rest period except that the twelve (12) hours requirement may be shortened to facilitate production when a double holiday occurs (the holiday being Saturday or Monday) or when an employee is assigned to another shift at his/her request nor shall it apply in the case of an Act of God or situation beyond the control of the Employer (i.e. such as mechanical breakdown or power outages). Premiums do not apply for relief when senior employees choose to work off extra board, a senior employee electing to work overtime over a junior employee who could work without incurring premium pay and/or when changing times as a result of bid process. The premium will apply for a relief person working a full week commencing on the second (2nd) day.

9.02 Job Bidding – Western Washington: Transport runs shall be posted for bid once each year in Local 117's jurisdiction during the first week of April. Employees with twelve (12) or more months of seniority shall be permitted to bid. A bid that has its starting time changed by more than four (4) hours on a permanent basis, or any permanent vacancies that may occur during the calendar year will be considered a "permanent opening" for bidding purposes. In the case of a reduction in the number of bid jobs, or in the case of a demotion from an appointed position, the remaining bids below the eliminated/open position shall be posted for re-bid per the procedure in Section 9.04. Temporary openings which might occur because of seasonal fluctuations, vacations, leaves of absence or illness shall not be subject to bid.

9.02.1 Job Bidding – Eastern Washington: Transport runs shall be posted for bid two (2) times per year in Local 690's jurisdiction. The first bid to take place April 1 and

become effective the second week of May. The second bid will be posted between October 1st and November 1st and become effective six (6) weeks from the week of the posting. Employees with twelve (12) or more months of seniority shall be permitted to bid. In the case of a reduction in the number of bid jobs; or in the case of a demotion from an appointed position or temporary openings which might occur because of seasonal fluctuations, vacations, leaves of absence or illness shall be offered to the extra board by seniority until the next bid.

9.02.2 (Eastern Washington only) A bid that has a starting time changed by more than two (2) hours on a permanent basis shall cause such bid to revert to the extra board until the next bid or remain a bid run at the incumbent driver's option.

9.03 Transport Job Bidding Procedure

9.03.1 (Western Locals only) In an attempt to expedite the job bidding procedure, the following steps shall apply unless an alternative method of bidding is agreed to by the Employer and the Union prior to each bid:

1. A list of all routes to be bid will be distributed to all full-time drivers with at least twelve (12) months of seniority at least two (2) weeks prior to the bid date. All posted bids shall define the start times, anticipated number of stops and estimated hours for each day.
2. Available bids shall be posted in or near the Transportation office and bidding shall commence with the most senior driver making his/her selection and the practice shall continue on in accordance with the seniority list.
3. Bids must be made in a timely fashion and shall be monitored by the Transportation Supervisor. No driver shall hold up the bidding process unnecessarily.
4. Employees failing to submit their preferences(s) per the time limits listed above will be temporarily assigned a route until the next bid.

9.03.2 (Eastern Locals only) In an attempt to expedite the job bidding procedure, the following steps shall apply unless an alternative method of bidding is agreed to by the Employer and the Union prior to each bid:

1. A list of all routes to be bid will be distributed to all full-time drivers with at least twelve (12) months of seniority at least two (2) weeks prior to the bid date. All posted bids shall define the start times, anticipated number of stops and estimated hours for each day.
2. Employees failing to submit their preferences per the time limits listed above will go to the extra board until the next bid.

9.04 Change of Operation: If a Transport Driver's run is transferred or absorbed by another plant and or depot, said affected driver will be allowed the option of following the run to the receiving plant and or depot and having his/her seniority dovetailed or he/she shall be afforded the opportunity to bump a less senior Transport Driver in his/her own plant or depot consistent with the process contained in Section 9.02 above. The least senior Transport Driver that faces lay-off will be afforded the same "follow the run" opportunity.

9.05 Eastern Washington: All non-bid or extra work will be offered daily to all non-bid extra drivers by their seniority at the established dispatch time(s) though the established dispatch time may vary by day of the week, dispatch shall be done at a consistent time each day between the hours of 4 p.m. and 8 p.m. If the extra work is caused by the emergency needs of a customer, the Employer reserves the right to assign the work out of seniority without penalty.

9.06 Eastern Washington: Any bid position that is temporarily vacant for an entire week or more for any reason (vacation, illness, etc.) shall be offered to all extra drivers by seniority each week for the period such bid run is vacant. The extra driver awarded the vacant bid shall be informed no later than the Friday before the available week(s) if possible.

9.07 During the months of May through October, Transport, Special Delivery and National Sales Drivers may request and will be granted the right to wear short trousers which shall be supplied through the Employer's uniform supplier. The employee shall pay one hundred percent (100%) of the cost of short trousers.

9.08 Any employee required to work a light duty assignment due to an injury or illness will be scheduled on his/her regular start time as part of his/her light duty assignment when practicable at the Employer's discretion.

9.09 Compounding Premiums: Where more than one (1) penalty provision of this Agreement applies, such as the call-in and variance time penalties, the employee shall be paid a premium of one-half (1/2) time for the hours involved for each of the penalty provisions affected, and there shall be no duplication of the straight-time hourly rate.

ARTICLE 10 – HOURS, WORKWEEK, OVERTIME, MISCELLANEOUS

Office Employees – Main Bakery (Weller St.)

10.01 The work week shall be Saturday through Friday. The Employer may schedule all, or any portion thereof, of the work duties within the office from the current five (5) day, eight (8) hour per day weekly schedule to a four (4) day, ten (10) hour per day weekly schedule. Nothing herein shall restrict the Employer from reverting back to five (5) day, eight (8) hour per day scheduling.

10.02 Ten (10) hours shall constitute a day's work and shall be completed within ten and one-half (10½) hours.

10.03 Ten (10) hours work per day shall be offered to such employee. When an employee requests to work less than ten (10) hours per day, he/she shall be paid his/her regular hourly rate for the time actually worked.

10.04 All such employees shall receive at least two (2) consecutive days off each calendar week.

10.05 When a holiday falls on an employee's regularly scheduled day of work, and he/she is not required to work on that day, and his/her regularly scheduled workweek consists of four (4),

ten (10) hour days, he/she shall be paid, as holiday pay, ten (10) hours on that day, and that shall be considered as ten (10) hours worked for the purpose of computing overtime in the workweek.

10.06 When a holiday falls on an employee's regularly scheduled day of work, and the employee works on that day, he/she shall be paid, as holiday pay, eight (8) hours pay for that day and shall be paid, in addition, at the contract rate of pay for the number of hours he/she actually works.

10.07 When a holiday falls on a day other than an employee's regularly scheduled day of work, and he/she does not work, he/she shall receive, as holiday pay, eight (8) hours.

10.08 In the event a holiday falls on a day other than an employee's regularly scheduled day of work, he/she shall be paid time and one-half (1½) for working that day plus holiday pay of eight (8) hours.

10.09 All time worked in excess of ten (10) hours in any given workday, or forty (40) hours in any workweek, shall be paid at time and one-half (1½) the regular straight-time hourly rate of pay.

ARTICLE 11 – HOURS, WORKWEEK, OVERTIME, MISCELLANEOUS

Merchandisers

11.01 Definition: Merchandiser - Merchandisers will perform the limited functions of facing product on the retail store shelves. If they find the shelf stock low, they may stock merchandise left in the back of the store by the RSRs. On occasion, they may transport out of stock product from the bakery, depot, or bakery outlet to a retail outlet. However, they will not perform any of the ordering, promotional, and or paperwork done by the RSRs. The substantial difference in wage rates from those of RSRs is reflective of the limited functions performed by Merchandisers.

11.02 Such employees shall be guaranteed a minimum of four (4) hours per day, except in Eastern Oregon and Kellogg Idaho, the Employer may have one (1) merchandiser in each area with a guaranteed minimum of two (2) hours per day. Employees scheduled on eight (8) hour days will receive overtime over eight (8) hours in a day and forty (40) hours in a week. Employees scheduled on ten (10) hour days will receive overtime over ten (10) hours in a day and forty (40) hours in a week. The work week shall be Sunday through Saturday.

11.03 Shift Times: At least twelve (12) hours must elapse between the time any regular full-time employee completes a regular shift and the time he/she is required to start the next shift.

ARTICLE 12 – HOURS, WORKWEEK, OVERTIME, MISCELLANEOUS

Bakery Outlet – Eastern and Central Locals

12.01 Five (5) days of eight (8) consecutive hours exclusive of lunch time which shall be not less than one-half (1/2) hour nor more than one (1) hour, shall constitute a week's work. The work week shall be Sunday through Saturday. All hours over eight (8) per day and forty (40) per week shall be paid for at time and one-half (1½) the regular rate.

12.01.1 Employees may have their shifts altered to reflect a four (4) day, ten (10)

hour workweek. Employees working a four (4) day, ten (10) hour workweek will be scheduled to provide for no less than one (1) three (3) day weekend every third (3rd) week. Actual hours worked in excess of ten (10) hours in a day and/or forty (40) hours within any workweek shall constitute overtime work and shall be paid at the rate of time and one-half (1½) the employee's regular rate of pay. Payment for sick leave, bereavement leave, jury duty for normally scheduled days and holiday pay for normally scheduled days shall be paid for on the basis of ten (10) hours per day. If the holiday falls on a day the employee is not normally scheduled, there shall be eight (8) hours paid.

12.01.2 No employee hired prior to July 9, 2007, shall be forced to work a four/ten (4/10) schedule. Present employees will be grandfathered in their position, but subsequent schedules shall be subject to the procedures of Article 8, Section 8.08 of this Agreement.

12.02 The sixth (6th) day, (fifth (5th) and sixth (6th) day for 4/10 shifts shall be a premium day and anyone called to work on his/her sixth (6th) day shall be guaranteed four (4) hours pay at the rate of time and one-half (1½) and, if worked over four (4) hours, he/she shall receive actual hours.

12.03 If called on the seventh (7th) day, an employee shall receive double time (2x) for a full day.

12.04 Premium pay equal to one (1) hour's pay will be paid to employees working on Sunday.

12.05 The Employer will arrange weekly work schedules to accommodate the needs of the business, and the senior employee(s) shall be offered the most weekly hours up to a maximum of forty (40) hours per week; provided they have the qualifications and ability to perform the work; and the senior employee is available to perform the work. This shall apply on an individual store basis except Local 690 Spokane Outlets which will be scheduled as one (1) unit in accordance with seniority. The Local 690 Coeur d'Alene Outlet will be scheduled on an individual basis.

Note Only: The Company agrees to ask which, if any, of the employees in the currently combined Spokane/Coeur d'Alene unit want to permanently transfer over to the Coeur d'Alene Outlet. This will be done by seniority. Any additional employee(s) needed to operate the Coeur d'Alene Outlet will be hired off the street.

12.06 In the event of a reduction of employee(s) or a store closure within the Local Union, the last employee hired shall be the first laid off provided they have the qualifications and ability to perform the work, and the senior employee is available to perform the work. In rehiring, the last employee laid off shall be the first employee rehired provided they are available and have the qualifications and ability to perform the work.

12.07 Where feasible, Retail Display hours may be added to the above schedules to provide more available hours.

12.08 In the event of a store closure the manager will be allowed to bump the least senior manager in their Local.

12.09 The position of outlet Dock Person will continue to be appointed by the Employer.

12.10 Employees in the above classifications shall be permitted, in the event of emergencies, to engage in distribution and transportation.

12.11 Part-time employees may be used in the Bakery Outlet subject to a minimum of four (4) hours work or pay on any day called to work and, if worked over four (4) hours, the employee shall receive actual hours worked.

12.11.1 Part-time employees will be eligible for benefits as applied in Section 8.14 (vacation pay) and 8.17 (holiday pay). Bakery Outlet employees must work a minimum of eight hundred (800) hours in the year preceding their anniversary date to be eligible.

12.12 Bakery Outlet employees shall be furnished with aprons at no cost to the employee.

12.13 Bakery outlet schedules will be posted by Thursday for the following week.

ARTICLE 13 – VACATIONS

13.01 All employees covered by this Agreement who have been employed by the same Employer after one (1) year shall receive one (1) week vacation with pay; two (2) years shall receive two (2) weeks' vacation with pay; five (5) years shall receive three (3) weeks' vacation with pay; ten (10) years shall receive four (4) weeks' vacation with pay; twenty (20) years shall receive five (5) weeks' vacation with pay; and effective January 1, 2004, twenty-five (25) years shall receive six (6) weeks' vacation with pay.

13.01.1 An employee who is compensated for at least 1,040 straight time hours in their anniversary year will receive a credit of up to thirty (30) days, one hundred seventy-three (173) hours of unpaid time missed due to illness, injury, layoff, approved leaves or days off without pay. Where such lapse of service exceeds thirty (30) days, one hundred seventy-three (173) hours per year, vacation pay shall be prorated based upon the ratio of straight time hours compensated to 2,080 hours. This section applies to pro-rated vacation pay and not to vacation entitlement.

Example: 1,500 straight time hours compensated + up to 173 = 1673 ÷ 2080 = 80%

13.01.2 Employee(s) who are compensated for less than one thousand-forty (1,040) hours in their anniversary year will accrue no vacation pay for the year. Bakery Outlet Stores will use a minimum of eight hundred (800) hours to qualify for vacation pay.

13.02 Vacation pay for RSRs is computed at base pay plus commissions earned on the routes during the period they are on vacation(s) as provided for by this Agreement. If a holiday occurs during an employee's vacation, he/she shall receive an extra day's pay in addition to vacation pay, or an extra day off. In the event an employee quits, retires, or is discharged, the employee will be entitled to pro-rata vacation pay based upon the average earnings during the four (4) weeks preceding separation.

13.02.1 Commissions for RSR's and Sales Supervisors performing route relief including vacation relief will be paid as follows:

- a. A Sales Supervisor who runs relief shall be paid commissions based on the route they are relieving or the bakery average, whichever is greater. An RSR who has a bid route and runs another RSR's route shall be paid the commission for the route they are relieving, or the bakery average, whichever is greater.
- b. An RSR who performs at least 130 days of route relief in the prior calendar year is entitled to an extra week of vacation. A Sales Supervisor who performs at least 1040 hours of route relief in the prior calendar year is entitled to an extra week of vacation.

13.03 For all other employees, vacation pay is based on the employee's hourly wage rate.

13.04 If a holiday occurs during an employee's vacation, he/she shall receive an extra day's pay in addition to his/her vacation pay or an extra day off with pay.

13.05 Employees may not accept cash in lieu of vacations, except an employee who earns three (3) or more weeks of vacation may elect to receive pay in lieu of one (1) week vacation per year; and by mutual agreement, an employee with four (4) or more weeks of vacation may receive pay in lieu of two (2) weeks of vacation per year. For hourly employees, pay in lieu of vacation is paid based on the employee's base wage rate times 40 hours. For Sales Employees, pay in lieu of vacation is paid based on the average of the employee's previous four weeks earnings. Any cash in lieu request must be made by an employee in writing.

13.06 Vacations will be granted only during the year in which they are due and may not be accumulated and taken in subsequent years. Vacations are paid when taken. Any earned vacation which has not been taken will be paid in the pay period which includes the employee's next anniversary date.

13.07 Vacation pay out upon termination is as follows. An employee who has completed one (1) year of continuous employment and then quits, retires, or is discharged, before his/her next vacation period, will be paid vacation upon separation at the rate of one-twelfth ($1/12^{\text{th}}$) of one (1) week's pay for each month of service. After continuous employment with the Employer for two (2) years, vacation pay shall accrue at the rate of one-sixth ($1/6^{\text{th}}$) of one (1) week's pay for each month of service. After continuous employment with the same Employer for five (5) years, vacation pay shall accrue at the rate of one-fourth ($1/4^{\text{th}}$) of one (1) week's pay for each month of service. After continuous employment with the same Employer for ten (10) years, vacation pay shall accrue at the rate of one-third ($1/3^{\text{rd}}$) of one (1) week's pay for each month of service. After continuous employment with same Employer for twenty (20) years, vacation pay shall accrue at the rate of five-twelfths ($5/12^{\text{ths}}$) of one (1) week's pay for each month of service. After continuous employment with same Employer for twenty-five (25) years, vacation pay shall accrue at the rate of one-half ($1/2$) of one (1) week's pay for each month of service.

13.08 Relief drivers shall be notified by 5 p.m. Friday of scheduled route to be covered the following week. Scheduled shall mean any route vacancies known by management prior to the Friday before.

13.09 Vacation schedules shall be posted not later than November 1. Employees who have not made their selection by January 1 shall have waived their right of selection. Vacation schedules shall remain posted throughout the year.

13.10 Preference in selection of vacation periods shall be based on seniority, plant by plant and depot by depot per the attached Agreement regarding Vacation Pods. If changes to the current system are required, the Company and the Union agree to meet prior to October of the preceding year.

13.10.1 Vacated vacations with at least two (2) weeks' notice to the Company shall be posted within one (1) week for re-bid by seniority where it will not significantly disrupt on-going operations.

13.10.2 Out of State Transport Drivers who are relieved by Local 690 Transport Drivers shall be dovetailed into the Local 690 seniority list and allowed to select their vacation accordingly. This dovetailing shall be for vacation selection only.

13.11 Western Washington RSRs: The Employer shall only be required to follow the one (1) to nine (9) rule in Section 13.12 from the last week of May to October 1st. Vacation selection shall be in seniority order. All employees will be allowed to pick up to a maximum of two (2) weeks in the first round of selections. In seniority order, all remaining weeks shall be selected during the second round.

13.12 For Western Washington Transport/Inside employees only, upon completion of three (3) years continuous employment, employees shall be entitled to at least one (1) week of vacation during the summer period of June 6th approximately to September 6th, approximately. Employees with five (5) or more years of continuous service with the same Employer shall be entitled to two (2) consecutive weeks between June 1st and October 1st. The Employer shall not be required to grant vacations at the same time to more than one (1) to nine (9) or major fraction thereof, based on total number of Transport workers; CDC workers; Inside workers; and Supervisors/appointed Foreperson/Lead positions by department regularly employed. There shall be no weeks (including holiday weeks) in which vacations may not be scheduled.

13.13 Spokane Transport/Inside Employees shall be allowed up to three (3) employees off the workweek before and the week of the three (3) summer holidays. The Employer will attempt to provide additional people off if business needs allow.

13.14 Vacation Bidding - Eastern Washington: All shipping and transport employees shall establish their vacation schedule through an annual vacation bidding procedure. Effective 2016 and each January thereafter, Spokane employees in Shipping and Transportation will bid vacations as follows:

13.14.1 The vacation board shall be posted at the main Spokane Bakery building for twenty-nine (29) calendar days from November 1st to November 29th showing the weeks available for selecting. In addition to the board, the Employer will provide a list of employees by seniority and the day they are assigned to make their selection. The bidding process shall commence on November 30th and be completed by January 2nd. The parties agree that there may need to be more than one employee assigned to a day to get the selections done within the twenty-nine (29) days available between November 30th and January 2nd.

13.14.2 Bids shall be accepted by either telephone or in person or the employee may contact the Supervisor to select on their behalf in the event they are going to be unavailable.

13.14.3 In the event an employee does not select on their assigned date, the employee shall be allowed to select on any week remaining available at the time they contact the Transportation Manager or his/her designee during the selection period.

13.15 Vacation week: The designated work week shall be as follows;
Route Sales Representatives (RSRs): Sunday through Saturday.
Merchandisers: Sunday through Saturday.
Bakery Outlet – Eastern and Central Locals: Sunday through Saturday.
Inside Workers: Saturday through Friday.
Transport, Special Delivery and National Sales: Saturday through Friday.
Office Employees – Main Bakery (Weller St.): Saturday through Friday.

13.16 No vacation shall be forfeited because of an employee's bona fide sickness or disability occurring prior to the scheduled date. A vacation may be postponed or rescheduled for a later date based upon remaining available weeks of the vacation schedule because of such sickness or disability but no allowance will be made for sickness or other disability or incapacity occurring during a vacation. An employee will not be required to use unscheduled vacation in lieu of sick leave.

ARTICLE 14 – HOLIDAYS

14.01 The following days shall be paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

14.01.1 For Transport and Inside workers (West and East) any work performed on a holiday shall be paid at one and one half (1.5x) the employee's regular hourly wage rate.

14.02 Salespersons will not be required to deliver any goods on the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. There shall be no deduction of wages for these holidays. In case a Salesperson is required to work a fifth (5th) day in a holiday week, he/she shall receive time and one-half (1½) for the fifth (5th) day worked, or a day off in the week following the holiday week.

14.03 To be eligible for holiday pay as provided in this Article, an employee shall work the last scheduled shift preceding the holiday and the next scheduled shift following the holiday. An employee who does not work on the last scheduled shift preceding the holiday and the next scheduled shift following the holiday or is off on paid sick leave on the day before or day after a listed holiday because of a bona fide illness or injury or by agreement, shall be paid the holiday provided he/she has worked within fourteen (14) calendar days before or after the holiday. New hires must work three (3) months to be eligible for holiday pay.

14.03.1 Eligible employees under Section 14.03 shall be entitled to holiday pay based on the average hours compensated in the two (2) weeks preceding the holiday in question, provided they are compensated a minimum sixteen (16) hours per week.

14.04 Floating Holidays: After one (1) continuous year of employment and each anniversary date thereafter, an employee who has been compensated for at least 1,840 hours in

their anniversary year will earn three (3) additional eight (8) hour paid holidays. One (1) will be added to the employee's vacation pay in lieu of time off and two (2) to be taken as floating holidays at a time mutually agreeable to the Employer and employee. The three (3) days' pay for RSRs will include base and commission. An employee may be paid out in lieu of taking the floating holiday at the employee's request any time after the floating holiday has been accrued. When the vacation schedule has been completed, employees will be allowed to pick Floating Holidays from open weeks by seniority. Emergency circumstances may necessitate that an employee's scheduled floating holiday may need to be rescheduled. Floating holidays not taken or paid off during the year will be paid on the employee's next anniversary date.

14.04.1 An employee who is compensated for at least 1,040 hours but less than 1,840 hours in their anniversary year will receive twelve (12) hours of pay on their anniversary date in lieu of Floating Holidays. Bakery Outlet employees who are compensated a minimum of eight hundred (800) hours per year will receive twelve (12) hours of pay on their anniversary date in lieu of Floating Holidays.

ARTICLE 15 – HEALTH AND WELFARE

15.01 The Employer shall pay each month into the following employee Health Care Benefit plans, on account of each member of the bargaining unit who was compensated for eighty (80) hours or more in the preceding month.

15.02 Health Care Benefit Plans for the Western Locals {117, 252, 670, 760 (Wenatchee and Yakima) and 839} are as follows:

Effective August 1, 2021, based on July hours, the Health and Welfare benefits shall be as follows:

Health and Welfare "Plan B"	\$ 1288.00
Time loss "Plan D" (\$100.00 Weekly)	\$ 3.00
Dental "Plan B"	\$ 87.50
Vision "Extended Plan"	\$ 17.10
TOTAL COST	\$ 1395.60

Effective January 1, 2022, based on December hours, the Health and Welfare benefits shall be as follows:

Health and Welfare "Plan B"	\$ 1310.20
Time loss "Plan D" (\$100.00 Weekly)	\$ 3.00
Dental "Plan B"	\$ 87.50
Vision "Extended Plan"	\$ 17.10
TOTAL COST	\$ 1,417.80

15.02.2 Maintenance of Benefits: The Union agrees during the life of this Agreement that it will not request any additional benefits for any of the above listed employee Health Care Benefit plans, and the Employer agrees that during the life of this Agreement, it will pay any increase in contribution rates.

15.02.3 Maintenance of Plans: The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment. If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees during the Life of the Agreement, the Employer shall pay such increases.

15.03 Health Care Benefit Plans for Eastern Washington Locals 690 and 760 (Moses Lake) are as follows:

Effective August 1, 2021, based on July hours, the Health and Welfare benefits shall be as follows:

<u>PLAN</u>	<u>CURRENT MONTHLY COST</u>
Inland Empire Teamsters Trust	\$1,240.00
Dental	Included
Vision	Included
Time Loss (\$150.00 Weekly)	Included
Prescription Drug	Included
\$5,000 Life and \$5,000 AD&D	Included
ORTHODONTIA	<u>\$10.00</u>
TOTAL COST	\$1,250.00

Effective January 1, 2022, based on December hours, the Health and Welfare benefits shall be as follows:

<u>PLAN</u>	<u>CURRENT MONTHLY COST</u>
Inland Empire Teamsters Trust	\$1,300.00
Dental	Included
Vision	Included
Time Loss (\$150.00 Weekly)	Included
Prescription Drug	Included
\$5,000 Life and \$5,000 AD&D	Included
ORTHODONTIA	<u>\$10.00</u>
TOTAL COST	\$1,310.00

15.03.1 Maintenance of Benefits: The Union agrees during the life of this Agreement that it will not request any additional benefits for any of the above listed employee Health Care Benefit plans, and the Employer agrees that during the life of this Agreement, it will pay any increase in contribution rates as required by the Trustees.

15.03.2 Maintenance of Plans: The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment. If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees during the Life of the Agreement, the Employer shall pay such increases.

15.04 Applicable to all Locals – Retirees’ Welfare Trust: The Employer shall contribute the following into the Teamsters Retirees’ Welfare Trust for each employee who received compensation for eighty (80) hours or more during the previous month to provide for the RWT-Plus XL Plan: Effective August 1, 2021, based upon July 2021 hours.

<u>Effective Date</u>	<u>Monthly Contribution Rate</u>
August 1, 2021	\$175.00

15.04.1 Maintenance of Benefits: The Union agrees during the life of this Agreement that it will not request any additional benefits for any of the above-listed employee Health Care Benefit plans, and the Employer agrees that during the life of this Agreement, it will pay any increase in contribution rates as required by the Trustees.

15.04.2 Maintenance of Plans: The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment. If increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as may be modified by the Trustees during the Life of the Agreement, the Employer shall pay such increases.

ARTICLE 16 – PENSION

16.01 The Company shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each employee covered by this Agreement for each compensable hour that is paid to them to a maximum of two thousand eighty (2080) per calendar year (excluding overtime hours).

16.02 Compensable hours will include hours worked and paid at straight time; all hours taken off with pay such as vacation, holidays, sick leave, bereavement, and jury duty; and hours of compensation paid in lieu of taking holidays and /or vacation time off to a maximum of two thousand eighty (2080) hours per calendar year.

16.03 The Company will continue to make contributions on a rotating three (3) month (160,160,200 hour) fiscal week accounting basis. The Company's weekly contribution shall be made on a fiscal month basis to a maximum of one hundred sixty (160) hours for eight (8) fiscal months containing four (4) weeks, and up to a maximum of two hundred (200) hours for the four (4) fiscal months containing five (5) weeks. In no event shall the Employer be required to remit contributions on more than two thousand eighty (2080) hours in a calendar year as provided in 16.01 and 16.02 above.

16.03.1 The Employer will no longer make pension contributions on vacation pay for employees who quit or are terminated. However, in Western Washington, where vacation is currently paid on the anniversary date of employment, the Company will continue to make pension contributions on those vacation payments through December 31, 2021. Effective with anniversary dates after January 1, 2022, Western Washington will go back to paying pension contributions on vacation pay when the vacation is taken like the rest of the State.

16.03.2 Employees who take vacation before they quit, retire, or are terminated, will continue to have contributions made on vacation pay up to the maximums provided in 16.01, 16.02, and 16.03 above.

16.04 Please note that under the requirements of Bulletin 7a adopted by the Trust in December 2014, the pension contributions on hours of compensation paid in lieu of taking holidays and or vacation time off shall be due when the compensation is paid, notwithstanding the monthly maximums provided in 16.01, 16.02, and 16.03 above. Provided however, this shall not be construed to require contributions for more than the two thousand eighty (2080) hours in a calendar year as provided in Sections 16.01, 16.02, and 16.03 above.

16.05 The annual maximum of 2080 hours provided in 16.01, 16.02 and 16.03 will apply to the years with fifty-three (53) fiscal pay periods in the same manner as the years with fifty-two (52) fiscal pay periods. The difference being that the employee(s) will have fifty-three (53) weeks of opportunity to get to the 2080 hour maximum.

16.06 For “probationary employees” and or “temporary agency personnel” hired or utilized for the first time on or after January 1, 2010, to perform bargaining unit work, shall require the Employer to contribute ten cents (\$.10) per hour on all straight time compensable hours paid during the first ninety (90) calendar days of employment. This rate shall include the cost of PEER 80 which is one cent (\$.01) per hour. At the end of the 90-day period, the contribution will be increased to the full contribution rates provided below; for both the employees of the “Employer and or temporary agency” employees who continue to perform bargaining unit work beyond the ninety (90) calendar day period.

16.06.1- Please note that 16.06 also applies to “probationary employees” and or “temporary agency personnel” hired as “Office Workers” using PEER 84 instead of PEER 80.

16.07 The hourly contribution(s) to the Trust including PEER for Eastern & Central WA Locals by classification will be as follows:

16.07. 1 Transportation – Eastern and Central Locals

<u>Effective Date</u>	<u>Basic Contribution Rate</u>	<u>PEER 80 Contribution Rate</u>	<u>Total Contribution Rate</u>
8/1/2021 hrs	\$6.55	\$1.08	\$7.63 (+\$0.10)
2/1/2022 hrs	\$6.59	\$1.09	\$7.68 (+\$0.05)
8/1/2022 hrs	\$6.68	\$1.10	\$7.78 (+\$0.10)
2/1/2023 hrs	\$6.72	\$1.11	\$7.83 (+\$0.05)
8/1/2023 hrs	\$6.81	\$1.12	\$7.93 (+\$0.10)
2/1/2024 hrs	\$6.85	\$1.13	\$7.98 (+\$0.05)
8/1/2024 hrs	\$6.94	\$1.14	\$8.08 (+\$0.10)
2/1/2025 hrs	\$6.98	\$1.15	\$8.13 (+\$0.05)

16.07.2- Industrial & Automotive Mechanic

<u>Effective Date</u>	<u>Basic Contribution Rate</u>	<u>PEER 80 Contribution Rate</u>	<u>Total Contribution Rate</u>
8/1/2021 hrs	\$5.26	\$0.87	\$6.13 (+\$0.10)
2/1/2022 hrs	\$5.31	\$0.87	\$6.18 (+\$0.05)
8/1/2022 hrs	\$5.39	\$0.89	\$6.28 (+\$0.10)
2/1/2023 hrs	\$5.43	\$0.90	\$6.33 (+\$0.05)
8/1/2023 hrs	\$5.52	\$0.91	\$6.43 (+\$0.10)
2/1/2024 hrs	\$5.56	\$0.92	\$6.48 (+\$0.05)
8/1/2024 hrs	\$5.65	\$0.93	\$6.58 (+\$0.10)
2/1/2025 hrs	\$5.69	\$0.94	\$6.63 (+\$0.05)

16.07.3- Route Sales Representatives* – Eastern and Central Locals

<u>Effective Date</u>	<u>Basic Contribution Rate</u>	<u>PEER 80 Contribution Rate</u>	<u>Total Contribution Rate</u>
8/1/2021 hrs	\$5.23	\$0.86	\$6.09 (+\$0.10)
2/1/2022 hrs	\$5.31	\$0.88	\$6.19 (+\$0.10)
8/1/2022 hrs	\$5.40	\$0.89	\$6.29 (+\$0.10)
2/1/2023 hrs	\$5.49	\$0.90	\$6.39 (+\$0.10)
8/1/2023 hrs	\$5.57	\$0.92	\$6.49 (+\$0.10)
2/1/2024 hrs	\$5.66	\$0.93	\$6.59 (+\$0.10)
8/1/2024 hrs	\$5.74	\$0.95	\$6.69. (+\$0.10)
2/1/2025 hrs	\$5.83	\$0.96	\$6.79 (+\$0.10)

*It is understood that RSRs may work as a Merchandiser on their down days. Down days are defined as the day(s) an RSR is not running a route. Pension contributions at the RSR rates will be made on both hours compensated as an RSR and hours compensated as a Merchandiser up to the 160,160, 200 hourly caps provided in 16.03 above.

16.07.4- Inside Workers – Eastern and Central Locals

	<u>Basic Contribution Rate</u>	<u>PEER 80 Contribution Rate</u>	<u>Total Contribution Rate</u>
8.1.2021 hrs	\$5.13	\$0.85	\$5.98 (+\$0.10)
8.1.2022 hrs	\$5.22	\$0.86	\$6.08 (+\$0.10)
8.1.2023 hrs	\$5.31	\$0.87	\$6.18 (+\$0.10)
8.1.2024 hrs	\$5.39	\$0.89	\$6.28 (+\$0.10)

16.07.5- Bakery Outlet Employees Only - Eastern and Central Locals

<u>Effective Date</u>	<u>Basic Contribution Rate</u>	<u>PEER 80 Contribution Rate</u>	<u>Total Contribution Rate</u>
8.1.2021 hrs	\$2.17	\$0.36	\$2.53 (+\$0.05)
8.1.2022 hrs	\$2.22	\$0.36	\$2.58 (+\$0.05)
8.1.2023 hrs	\$2.26	\$0.37	\$2.63 (+\$0.05)
8.1.2024 hrs	\$2.30	\$0.38	\$2.68 (+\$0.05)

16.07.6- Merchandisers (Eastern and Central)

<u>Effective Date</u>	<u>Basic Contribution Rate</u>	<u>PEER 80 Contribution Rate</u>	<u>Total Contribution Rate</u>
8/1/2022 hrs	\$2.34	\$0.39	\$2.73
8/1/2023 hrs	\$2.34	\$0.39	\$2.73
8/1/2024 hrs	\$2.34	\$0.39	\$2.73

16.08- The hourly contribution(s) to the Trust including PEER for Western WA Locals by classification will be as follows:

16.08.1- Transportation – Western Locals

<u>Effective Date</u>	<u>Basic</u>	<u>PEER 80</u>	<u>Total</u>
	<u>Contribution Rate</u>	<u>Contribution Rate</u>	<u>Contribution Rate</u>
8/1/2021 hrs	\$6.56	\$1.08	\$7.64 (+\$0.10)
2/1/2022 hrs	\$6.60	\$1.09	\$7.69 (+\$0.05)
8/1/2022 hrs	\$6.69	\$1.10	\$7.79 (+\$0.10)
2/1/2023 hrs	\$6.73	\$1.11	\$7.84 (+\$0.05)
8/1/2023 hrs	\$6.82	\$1.12	\$7.94 (+\$0.10)
2/1/2024 hrs	\$6.86	\$1.13	\$7.99 (+\$0.05)
8/1/2024 hrs	\$6.94	\$1.15	\$8.09 (+\$0.10)
2/1/2025 hrs	\$6.99	\$1.15	\$8.14 (+\$0.05)

16.08.2- Route Sales Representatives – Western Locals

	<u>Basic</u>	<u>PEER 80</u>	<u>Total</u>
	<u>Contribution Rate</u>	<u>Contribution Rate</u>	<u>Contribution Rate</u>
8/1/2021 hrs	\$5.40	\$0.89	\$6.29 (+\$0.10)
2/1/2022 hrs	\$5.49	\$0.90	\$6.39 (+\$0.10)
8/1/2022 hrs	\$5.57	\$0.92	\$6.49 (+\$0.10)
2/1/2023 hrs	\$5.66	\$0.93	\$6.59 (+\$0.10)
8/1/2023 hrs	\$5.74	\$0.95	\$6.69 (+\$0.10)
2/1/2024 hrs	\$5.83	\$0.96	\$6.79 (+\$0.10)
8/1/2024 hrs	\$5.91	\$0.98	\$6.89 (+\$0.10)
2/1/2025 hrs	\$6.00	\$0.99	\$6.99 (+\$0.10)

16.08.3- Inside Workers – Western Locals

	<u>Basic</u>	<u>PEER 80</u>	<u>Total</u>
	<u>Contribution Rate</u>	<u>Contribution Rate</u>	<u>Contribution Rate</u>
8.1.2021 hrs	\$5.14	\$0.85	\$5.99 (+\$0.10)
8.1.2022 hrs	\$5.23	\$0.86	\$6.09 (+\$0.10)
8.1.2023 hrs	\$5.31	\$0.88	\$6.19 (+\$0.10)
8.1.2024 hrs	\$5.40	\$0.89	\$6.29 (+\$0.10)

16.08.4 - Merchandiser Classification – Western Locals

<u>Effective Date</u>	<u>Basic Contribution Rate</u>	<u>PEER 80 Contribution Rate</u>	<u>Total Contribution Rate</u>
8/1/2021 hrs	\$2.44	\$0.40	\$2.84
8/1/2022 hrs	\$2.44	\$0.40	\$2.84
8/1/2023 hrs	\$2.44	\$0.40	\$2.84
8/1/2024 hrs	\$2.44	\$0.40	\$2.84

16.08.5 - Office Workers – Western WA (Teamsters #117)

	<u>Basic Contribution Rate</u>	<u>PEER 84 Contribution Rate</u>	<u>Total Contribution Rate</u>
8/1/2021 hrs	\$5.20	\$0.34	\$5.54 (+\$0.10)
8/1/2022 hrs	\$5.30	\$0.34	\$5.64 (+\$0.10)
8/1/2023 hrs	\$5.39	\$0.35	\$5.74 (+\$0.10)
8/1/2024 hrs	\$5.48	\$0.36	\$5.84 (+\$0.10)

16.09 PEER-The contributions required to provide the Program for Enhanced Early Retirement (PEER 80 or PEER 84) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER 80 must at all times be sixteen and one-half percent (16.5%) of the basic contribution and cannot be decreased or discontinued at any time. The additional contribution for the PEER 84 must at all times be six and one-half percent (6.5%) of the basic contribution and cannot be decreased or discontinued at any time.

16.10 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 Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each employee covered by this Agreement. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

16.11 Applicable to all Locals: In the event a military reservist is called to active duty, the Employer agrees to honor and adhere to all provisions of the Uniformed Service Employment and Reemployment Rights Act (USERRA) of 1994, including, when legally required to make pension contributions up to a maximum of two thousand eighty (2,080) hours per year, on behalf of an affected employee.

ARTICLE 17 – JURY DUTY

17.01 When an employee covered by this Agreement for one (1) year is called upon for jury service in any municipal, county, state or federal court, he/she shall advise the Employer upon receipt of such call and if taken from his/her work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service; provided he/she exhibits to the Employer his/her properly endorsed check and permits the Employer to copy the check or voucher he/she received for such service. The amount the employee shall be reimbursed shall be

determined by subtracting the amount he/she received for such service from the amount he/she would have earned at his/her regular straight weekly rate or weekly base pay plus commission during the regular working hours he/she missed while performing such service. Employee(s) will be limited to one (1) panel per year including Grand Jury.

17.02 An employee shall not be required to work on any day he/she is required to report for jury service. Except an employee may be required to report to work on any of his/her regularly scheduled work days if he/she is not required to report for jury service on such days or has reported but has been excused before 12:00 noon and/or with more than half of his/her normal shift remaining. Jury service will not be considered as time worked under the overtime provisions of this contract.

17.03 Night shift premium is to be included in Jury Duty pay.

ARTICLE 18 – BEREAVEMENT LEAVE

18.01 Each regular full-time employee shall be granted up to but not in excess of three (3) working days without loss of earnings for bereavement of a member of his/her immediate family.

18.02 For the purpose of this Article, immediate family shall include the parents and/or stepparents and the present spouse of the employee, as well as, the employee's brothers, sisters and/or children, grandparents, spouse's grandparents, mother-in-law, father-in-law, and/or step mother-in-law, step father-in-law, grandchildren, step grandchildren, and/or domestic partner. This Article does not apply when employee is on vacation, leave of absence or sick leave.

18.03 Employees requesting additional Bereavement Leave for the aforementioned family members shall be allowed to take up to two (2) additional uncompensated days off or have the option of being compensated by using unused floating holidays.

ARTICLE 19 – SICK LEAVE

19.01 All employees covered by this Agreement are entitled to sick leave benefits specific to the geographic area where the employee works. City of Seattle and State of Washington are covered under Section 19.02. Employees working in Idaho are covered under Section 19.03. Employees working in Oregon are covered under Sections 19.03 and 19.04.

19.02 Commencing on the first full workweek following ratification (December 21, 2021), employees who work in the State of Washington will accrue sick leave consistent the Paid Sick and Safe Leave law (hereinafter referred to as "PSSL" or "sick leave"). For employees who work in the City of Seattle ("Seattle employees") sick leave accrual is at the rate of one (1) hour for every thirty (30) hours worked. For employees working outside the City of Seattle, but inside the State of Washington, sick leave accrual is at the rate of one (1) hour for every forty (40) hours worked. Paid or unpaid absences are not considered hours worked for purposes of sick leave accrual under this Section 19.02.

19.02.1 Use of accrued sick leave is in increments of no less than fifteen (15) minutes and is capped at eight (8) hours per day for employees on a 5-day workweek; or ten (10) hours per day for employees on a 4-day workweek. Employees may use accrued sick leave pay in

coordination with time loss benefits as provided under the Health and Welfare plan. In such case, the employee's sick leave bank shall only be charged with the actual amount the sick leave payment coordinated with time loss pay.

19.02.2 New employees may not use any accrued sick leave until they have been employed for ninety (90) continuous calendar days.

19.02.3 Sick leave is paid at the employee's hourly rate including any contractual premiums, except sales employee's sick pay includes base pay and commissions for computing sick leave pay.

19.02.4 Accrued sick leave may be used for any qualifying leave under PSSL provided the employee give the Employer at least ten (10) days advance notice for foreseeable sick leave. If ten (10) days advance notice is not possible, the employee must provide as much advance notice as practicable, and such notice must be at least (one) 1 hour before the start of the employee's scheduled work shift, if possible. For medical appointments scheduled on a date the employee is scheduled to work, the employee should ideally inform their supervisor of the date of the appointment at the time the appointment is scheduled. Employees should use best efforts to schedule medical appointments, for themselves for a covered family member, when the employee is not scheduled to work.

19.02.5 Qualifying leave events include the following. Should the qualifying leave events change by law during the term of this contract, then the parties agree to accept such changes for the duration of this contract.

- a. An absence for the employee's own personal illness, injury, health condition or medical appointment;
- b. An absence to provide care for a family member (as defined under PSSL) with an illness, injury, health condition or medical appointment;
- c. An absence due to a closure of the employee's place of business by a public official for any health related reason;
- d. An absence due to a closure of the employee's child's school or place of care for a health related reason; or
- e. An absence that qualifies for leave under Washington's Domestic Violence leave act.

19.02.6 No documentation regarding sick leave is required unless the employee is or will be absent for more than three (3) consecutive scheduled work days. However, Employer may continue to require employees note the reason for the absence to determine whether the absence qualifies for PSSL leave.

19.02.7 As of the December 21, 2021, employees will carry over their contract sick leave balance (up to 400 hours in Western Washington and up to five hundred forty-four (544) hours in Eastern and Central Washington and such hours will be red-circled and may only be used: (a) after the employee exhausts his/her accrued PSSL, unless the employee makes an election under Section 19.02.9; and (b) for the employee's own illness or injury on the third day of such absence, however the two day waiting period is waived if the employee is hospitalized; and if the employee has a contract sick leave balance of at least 240 hours, the waiting period is one day; and (c) the employee has provided the Employer with medical verification of the need for leave due to the employee's own illness or injury. Hospitalized, as referenced in this section, shall include outpatient surgery, when such surgery prevents the individual from working on that day. Contract

sick leave balances carried over and red-circled on the Effective Date will not be in addition to accrued PSSL hours accrued as of the Effective Date. For example, if an employee has fourteen (14) hours of PSSL and forty (40) contract sick leave hours on the Effective Date, then the employee's carry over balance on the Effective Date will be twenty-six (26) contract sick leave hours and fourteen (14) PSSL hours. Once an employee's contract sick leave bank drops to three hundred eighty-four (384) hours, then going forward, the bank will not exceed the three hundred eighty-four (384) hour cap.

19.02.8 PSSL carry over is based on a calendar year. The maximum carry over for Seattle employees is seventy-two (72) hours. The maximum carry over for statewide employees is forty (40) hours. Any PSSL hours in excess of the maximum carry over noted above shall be forfeited on January 1st of each calendar year, except as follows: An employee may carry over any accrued but unused PSSL over the cap noted herein to his/her contract sick leave bank, if the employee has less than three hundred eighty-four (384) contract sick leave hours, and only up to a cap of three hundred eighty-four (384) contract sick leave hours. Any contract sick leave hours may only be used in accordance with Section 19.02.7. PSSL carry over in excess of the limitations set forth herein are forfeited on January 1st of each calendar year. Upon separation of employment, all paid sick leave benefits (PSSL and contract sick leave balances) are forfeited except as set forth in Section 19.02.13.

19.02.9 If an employee elects not to use PSSL for a qualifying leave event, the employee must make the election in writing prior to the absence or within 24 hours of returning to work for such absence. If such election is made, the employee's absence will not be protected and will be subject to the Company's attendance policy. In the case of the absence is for the employee's own medical issue, the employee must use any contract sick leave for the absence and cannot elect to take the leave unpaid. Employees may not borrow sick leave hours based on future accruals.

19.02.10 Except as expressly set forth in this Article 19, nothing in this Article excuses an employee from following the Employer's attendance and call-in policies.

19.02.11 Any employee found to have falsified or misrepresented time off as covered sick leave or requested pay for time off when the absence does not qualify for sick leave as set forth above, will be issued a final written warning, with or without a suspension, with the exception that if the employee has any written attendance violation within the past 12 months of such infraction, the employee will be terminated.

19.02.12 Should the City of Seattle or the State of Washington repeal, replace or modify PSSL, then the language set forth in Section 19 of the previous CBA will replace Sections 19.02.1 through 19.02.10, within 14 calendar days after such change has been adopted, unless the parties can mutually agree to alternative contract language.

19.02.13 Employees who retire from active employment with the Employer under benefits provided through the Western Conference of Teamsters Pension Trust Fund shall be entitled to receive pay based on accrued an unused sick leave in the employee's contract sick leave bank at the time of retirement under the following formula: For each six (6) days of accrued unused sick leave in the employee's sick leave bank, the employee shall receive 1 day of pay (8 hours), but not to exceed 8 days or 64 hours.

19.03 This Section covers Sick Leave benefits for employees not covered under Section 19.02 above.

19.03.1 A full time employee shall earn up to 48 hours of paid sick leave after one full year of employment, and annually thereafter on each anniversary date as follows:

a. 48 hours for employees who have 2080 straight time hours worked on their anniversary: or

b. a pro-rata amount for employees who work less than 2080 straight time hours during the year preceding their anniversary date, but at least 1040 straight time hours.

c. employees who do not work at least 1040 straight time hours in the year preceding their anniversary, will not earn any paid sick leave on the employee's anniversary date.

19.03.2 Sick leave benefits are capped at 384 hours, and no further sick leave is accrued until the employee's sick leave bank drops below 384 hours. For employees hired on or before 7/9/07, sick leave benefits are capped at 544 hours, until that sick leave bank drops to 384 hours. Once it drops to 384 hours, the bank caps at 384 hours thereafter.

19.03.3 Except as noted in Article 19.03.1, sick leave is paid on the basis of a full day's pay. A full day's pay is 8 hours for an employee on a five-day workweek and 10 hours for an employee on a four-day workweek. Employees may use accrued paid sick leave in coordination with time loss benefits as provided under the Health and Welfare plan.

19.03.4 Sick leave pay is based on the employee's base wage for hourly employees. For sales employees commissions are included with the base pay to compute paid sick leave.

19.03.5 Paid sick leave is coordinated with time loss benefits as provided under the Health and Welfare plan. In such case, the employee's sick leave bank shall only be charged with the actual amount the sick leave payment coordinated with time loss pay.

19.03.6 Sick leave benefits are only paid on the third day of a consecutive absence and only for an absence due to the employee's own illness or injury, and only the employee has provided the Employer with medical verification of the need for the absence on the date(s) the absence(s) occurred. The two-day waiting period is waived if the employee is hospitalized. Hospitalized, as referenced in this section, shall include outpatient surgery, when such surgery prevents the individual from working on that day. Employees with a paid sick leave balance of at least 240 hours, have a 1 day waiting period rather than a two-day waiting period. An employee may use earned vacation to cover income loss under this Article 19.03.8, if approved by the Employer.

19.03.7 An employee off work for more than 4 consecutive scheduled work days may be required to secure medically certified work release from the employee's treating health care provider to return to work, based on a Job Analysis supplied by the Employer.

19.03.8 A regular full-time employee who has exhausted his/her sick leave benefits and remains off the job because of his/her continued illness or injury may receive at that time, the amount of his/her vacation and sick leave accrued since his/her last anniversary date, if mutually agreed by the Employer, employee, and the Union.

19.03.9 An employee injured on the job and requiring a doctor's attention shall be paid for the remainder of his/her scheduled work shift, providing the doctor certifies the inability of the employee to return to work for the remainder of that shift.

19.03.10 Any employee found to have falsified or misrepresented time off as covered sick leave or requested pay for time off when the absence does not qualify for sick leave as set forth above, will be issued a final written warning, with or without a suspension, with the exception that if the employee has any written attendance violation within the past 12 months of such infraction, the employee will be terminated.

19.03.11 Employees who retire from active employment with the Employer under benefits provided through the Western Conference of Teamsters Pension Trust Fund shall be entitled to receive pay for accrued sick leave under the following formula: For each six (6) days of accrued unused sick leave in the employee's sick leave bank, the employee shall receive 1 day of pay (8 hours), but not to exceed 8 days or 64 hours.

19.04 Employees working in the state of Oregon have the following paid leave benefits in addition to those set forth in Section 19.03 above, pursuant to Oregon Paid Sick and Safe Law (OPSL).

19.04.1 Employees accrue one (1) hour for every 30 hours worked up to a maximum of 40 hours per calendar year, starting with the employee's first day of work. OPSL accrual is based on hours worked, including overtime. OPSL is not in addition to other paid leaves provided under this contract. Because the Company provides paid leave benefits which in the aggregate are substantially equivalent to OPSL, no additional paid leave under OPSL is provided. OPSL is tracked on a calendar year and use is restricted as set forth herein.

19.04.2 Employees may not use any accrued OPSL for the first 90 calendar days as a new hire. Thereafter, employees may take paid leave in accordance with OPSL and for events covered under OPSL, which include:

- a. Diagnosis, care, or treatment of the employee or the employee's family member who has a mental or physical illness, injury, or health condition or for preventative care. A family member includes: children (biological, foster, adopted, or stepchild), spouses, domestic partners and their children, grandparents, grandchildren, parents-in-law, or other individuals with whom the Employee had or has a relationship *in loco parentis*;
- b. Pregnancy, childbirth, post-partum care, or preventive care;
- c. To care for an infant, newly adopted or newly placed foster child under 18 years of age, or older than 18 years of age if the child is incapable of self-care because of a mental or physical disability;
- d. Reasons related to domestic violence, harassment, sexual assault or stalking, that affect the employee or the employee's minor child or dependent, including to seek legal or law enforcement, medical treatment, counseling, victim services or to relocate or secure safe housing;
- e. To deal with the death of a family member within 60 days of learning of the death;
- f. Closure of work, school, or childcare by order of a public official due to a public health emergency;
- g. To care for family member whose presence in the community would jeopardize the health of others as determined by lawful public health authority or by the family member's health care provider; or

h. Exclusion of employee from workplace for health reasons, as required by law.

19.04.3 Paid leave under OPSL is at the employee's base hourly rate. For sales employees commissions are included with the base pay to compute paid sick leave.

19.04.4 OPSL absences for any reason other than the employee's own medical issue may be paid using an employee's earned vacation or a banked floating holiday, and only when the employee elects, in writing, to use OPSL for such absence. The first two days of absence for an employee's own illness or injury are not paid unless the individual is hospitalized. Therefore, if an employee desires to use OPSL for his/her own medical issue, or for another reason when such absence is not paid using contract sick leave hours, he/she must request pay in writing and designate whether to take vacation or a banked floating holiday for the absence.

19.04.5 Any OPSL absence that exceeds 3 consecutive work shifts must be accompanied by verifiable documentation from a person who can authenticate the reason for the absence.

ARTICLE 20 – SENIORITY

20.01 In the event of a reduction of employees within each Local Union, the last employee hired shall be the first employee laid off, subject to qualifications; and in rehiring, the last employee laid off shall be the first employee rehired. Seniority shall be applied according to job classifications, Local by Local, depot by depot or plant by plant as has been the practice.

20.01.1 When a full-time job in the plant is eliminated, the employees so displaced will have the right to bump a junior employee with less seniority plant wide provided they have the qualifications and ability to perform the job within a five (5) day training period. The process will be repeated down to the least senior and/or qualified person(s). If the job(s) being eliminated are restored within ninety (90) days of their elimination, the Employer agrees to return all employees to their original positions.

20.02 Employees transferring into another classification within the Local Union's jurisdiction shall retain their seniority rights for returning to their previous classification for a period of ninety (90) calendar days and may be extended an additional ninety (90) days by mutual agreement. The transferring employee will retain his/her Company hire date for purpose of vacation accrual, sick leave accrual and any other longevity purposes; but will start over with a new seniority date for all other purposes.

20.02.1 Eastern Washington Only: Notwithstanding the time limits provided in Section 20.02 above, the parties agree to allow Shipping employee(s) who have attained their CDL to move over to Transportation on a temporary basis while retaining their seniority in the Shipping Department.

20.03 Those employees transferring out of the bargaining unit shall not retain their seniority rights. However, if an employee transfers out of the bargaining unit, but remains in the employ of the Employer, the employee will retain his/her seniority rights for return to his/her previous bargaining unit position for a period of ninety (90) calendar days and may be extended an additional

ninety (90) days by mutual agreement.

20.04 Seniority shall be acquired after one hundred eighty (180) consecutive calendar days of employment. Consistent with the Employer's Attendance policy, absences caused by illness or injury will toll the running of the one hundred eighty (180) day probationary period until the employee is terminated or returns able to work. Once acquired, seniority shall be terminated by:

- a. Discharge for cause
- b. Resignation (includes retirement)
- c. Twelve (12) months continuous absence from employment due to:
 1. Layoff resulting from the reduction of the working force;
 2. Non-occupational illness/injury. The twelve (12) month period will not start over if the employee returns to work and goes off again within thirty (30) work days for the same illness or injury;
 3. Personal leave of absence which must be in writing, approved by the Employer and the Union;
- d. Eighteen (18) months continuous absence from employment due to occupational illness/injury.

20.05 No employee may claim seniority with more than one (1) Employer at the same time.

20.06 The Employer shall furnish to the Union, on request, a complete seniority list of its employee members of the bargaining unit on a Local-by-Local basis.

ARTICLE 21 – MISCELLANEOUS

21.01 Hourly Employees: Timecards or time clocks will be used to record time for hourly employees. The Employer shall retain time records for twelve (12) months. Representatives of the Union shall be admitted to the shop at any time during the working hours. Time records shall be accessible to a representative of the Union during working hours with reasonable notice. A copy of this Contract shall be posted in the proper place in the shop.

21.02 Termination: No employee shall be discharged or laid off without being given three (3) calendar days' notice or three (3) days' pay in lieu thereof. No employee shall quit his/her employment without giving his/her Employer three (3) calendar days' notice thereof or he/she shall forfeit any prorated vacation pay due but in no event more than three (3) days' pay. These provisions shall not apply to inexperienced help who have been employed less than four (4) weeks. No notice or pay is required in the case of an employee who is terminated for just cause. In all cases of termination other than just cause, the final check will be due on the next regular payday.

21.03 In the event operations cannot commence or continue when so recommended by civil authorities or public utilities fail to supply electricity, water, or gas; there is a failure in the public utilities or the sewer system; or mechanical or computer breakdown of three (3) hours or more; the interruption of work is caused by an Act of God or in circumstances beyond the control of the Employer; employees shall receive pay only for hours actually worked. An employee who reports for work as scheduled and has not been given a two (2) hour notice prior to his/her regular shift

start time shall receive two (2) hours pay at his/her straight time rate.

21.04 It is agreed that the Employer shall carry liability and property damage insurance on all equipment driven by members of the bargaining unit to protect them in conformity with applicable laws of the State of Washington.

21.05 All employees shall be paid their wages in full once each week. All employees shall be furnished at the time of receiving their pay for the payroll period or periods involved, a statement showing each category earnings separately, also all deductions. A weekly commission breakdown will be provided on a separate sheet with the current legend.

21.06 Employees shall not be required to make contributions of any nature but may do so voluntarily in amounts of their own choosing.

21.07 The Union and Management agree to meet on a quarterly basis to discuss mutual problems concerning this Agreement. Either the Union or Management may call for this meeting.

21.08 Medical examinations (includes drug/substance testing) required by the Employer or State or Federal law will be paid for by the Employer. The Employer shall select the clinic and/or the doctor for such examinations.

21.09 Contract Minimums: The terms of this Contract are intended to cover only minimums of wages and other employee benefits. The Employer may place superior wages and other benefits in effect and may reduce same to the minimums.

21.10 Travel Pay: If the employee is required to supply a personal vehicle to commute to a depot outside of his/her home depot, he/she shall be reimbursed for all miles driven in excess of the employee's normal commute miles at the current IRS mileage rate. If an overnight stay is required, the Employer shall pay for all motel rooms (by direct bill wherever possible) and a meal allowance of forty dollars (\$40.00) per overnight stay. Reimbursement for travel expenses shall be paid back to the affected employee within fourteen (14) calendar days from the time such expenses are received by the Employer at the Corporate Accounting Office.

21.11 In addition to the travel pay earned per 21.10 above, the Employer will provide additional compensation to RSRs who are asked to relieve outside of their normal bid area traveling in excess of one hundred (100) miles from their home depot. Compensation will be based on miles over one hundred (100 each way) and shall be compensated at the current IRS rate in 20.10.

Ex) 300 mi. round trip = Compensation of 100 mi. x applicable IRS rate

21.12 When the Company's payroll system allows, the Company will make available automatic bank deposit to the employee(s) upon receipt of an authorization card.

21.13 The Company is expanding the use of GPS technology and agrees that no employee will be discharged on a first offense if such discharge is based solely upon information received from GPS or any successor system unless he/she engages in dishonesty (defined for the purposes of this paragraph as any act or omission by an employee where he/she intends to defraud the Company).

ARTICLE 22 – GRIEVANCE PROCEDURE AND ARBITRATION

22.01 Grievance as used herein shall mean any dispute involving the interpretation or application of the provisions of this Agreement.

22.02 Should any grievance as herein defined arise, the same shall be taken up with the representative of the Union, who will then take the grievance up with the Employer.

22.03 Any grievance which was submitted and carried forward in accordance with the grievance procedure provided in Section 22.02 above, and which is not satisfactorily adjusted within ten (10) calendar days, either party may take the matter to Federal Mediation through the Federal Mediation & Conciliation Service (FMCS)

22.03.1 If the grievance is not settled at Federal Mediation, the parties agree to refer the matter to a Labor Relations Committee consisting of two (2) representatives from the Employer and two (2) representatives of the Union for the purpose of establishing the facts and reaching a mutually satisfactory resolution of the grievances. Such resolution shall be final and binding on the parties. If mutually agreeable, the Labor Relations Committee can be reduced to one (1) representative on each side at the request of either party.

22.03.2 During the Labor Relations Committee meeting, both sides will provide witnesses including the grievant in support of their respective positions. Both sides will be afforded an opportunity to cross examine the witnesses for the purpose of establishing the facts and reaching a mutually agreeable resolution short of arbitration.

22.04 After these steps have been taken without resolution, either party may within five (5) calendar days after failure to adjust the grievance in subsection 22.03.2 above, serve upon the other party a written demand for arbitration. The parties shall select an impartial arbitrator within ten (10) calendar days after service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within five (5) calendar days request the Federal Mediation and Conciliation Service to submit a list of eleven (11) disinterested persons who are qualified and willing to act as an impartial arbitrator. From that list, within seventy-two (72) hours after its receipt, the representative of the Employer shall strike one (1) of the names submitted whereupon the Union representative shall strike one (1) of the remaining names. The person whose name remains shall be selected as the sole arbitrator.

22.05 The arbitrator shall commence hearings within ten (10) calendar days after his/her selection and shall render his/her award in writing within fourteen (14) calendar days after submission.

22.06 The award of the arbitrator shall be rendered in writing together, with his/her written findings and conclusions, and shall be final and binding upon the parties to this Agreement and upon the complaining employee, if any.

22.07 The arbitrator's fees and expenses, the cost of any hearing room, and the cost of a shorthand reporter and of the original transcript, if requested by the arbitrator, shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the parties incurring them.

22.08 No grievance or claim of violation of this Agreement shall be recognized unless presented in writing within thirty (30) calendar days from the date of the occurrence causing the complaint or grievance except in cases where report of a grievance has been suppressed through coercion by the Employer or where the grievance involves a discharge or layoff which must be filed within ten (10) calendar days. In the event the claim is one for additional wages, any such claim shall be limited to additional wages if any occurring within the forty-five (45) day period immediately preceding the date upon which the Employer received notice in writing of the claim.

22.09 The Employer and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with. Provided, however, said time limitations may be waived and or extended by mutual agreement by the Local Union and the Employer. In any event, the arbitrator will retain the authority to decide the arbitrability of the timeliness of the grievance.

22.10 All grievances as defined in this Article shall be settled in accordance with the procedures above and there shall be no lockout, strike, interruption of work, slowdown or other interference with the production during the life of this Agreement: provided, however, the following Articles of the Contract shall not be subject to the grievance procedure set forth above, Article 1, 5 (Section 5.03 not included), 7, and 8. The Union shall have the express right to take whatever action it deems necessary to protect its interest and the interest of the employees, including the right to engage in a strike or other concerted activity, or it may at its sole election submit the matter to the grievance procedure set forth above; provided, however, the Union shall not engage in any concerted activity until it has given the Employer notice in writing of the dispute, and the Employer shall have seventy-two (72) hours within which to correct it, exclusive of Saturday and Sunday.

ARTICLE 23 – SEVERANCE PAY

23.01 Employees displaced and terminated due to the closing of a plant or depot and the discontinuance of its operations or due to the introduction of labor-saving equipment shall be entitled to severance pay subject to the following requirements and qualifications.

23.02 Only employees with three (3) years of continuous service with a particular Employer shall be eligible for severance pay. Eligibility for benefits shall commence at the end of the fourth (4th) year of continuous employment with a particular Employer.

23.03 Upon becoming eligible as aforesaid, an employee so displaced shall be entitled to one-half (½) week's pay for each full year of continuous service including the three (3) years qualification period.

23.04 The maximum benefit payable hereunder shall be twenty-three (23) half (½) weeks or eleven and one-half (11½) full weeks' pay based upon twenty-three (23) full years of continuous service with a particular Employer covered by the Agreement.

23.05 Severance pay as hereinabove provided will not be paid to:

23.05.1 An employee who is offered available bargaining unit work in their geographic distribution area. i.e., Western, Central, or Eastern Locals.

23.05.2 An employee who voluntarily resigns.

23.05.3 An employee who at the time of the termination of his/her employment is eligible for full pension benefits under the Western Conference of Teamsters Pension Fund.

ARTICLE 24 – SEPARABILITY- SAVINGS CLAUSE

24.01 If any Article or Section of this Agreement should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination to its validity, the remainder of this Agreement, or the application of same to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

24.02 In the event that any Article or Section as referred to in the foregoing paragraph is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demand, notwithstanding any provision in the Agreement to the contrary.

ARTICLE 25 – DURATION OF AGREEMENT

25.01 This Agreement shall be in full force and effect from August 1, 2021, to and including July 31, 2025, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

25.02 It is further provided that where no such cancellation or termination notice is served, and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to July 31, 2025 or July 31 of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement.

25.03 If during the course of negotiations, said negotiations extend beyond the expiration date of the Agreement, then the Union shall provide the Employer written notification seventy-two (72) hours prior to initiating a work stoppage, and the Employer will provide the Union written notification seventy-two (72) hours prior to initiating a lockout.

25.04 Appendix “A” Weekly and Hourly Wage/Job Classifications, Appendix “B” Memorandum of Agreement, Appendix “C” Earned Work Credits and Appendix “D” Sweet Baked Goods are by this reference hereby incorporated into and become part of this Agreement.

Goods are by this reference hereby incorporated into and become part of this Agreement.

25.05 By reference herein, the Letters of Understanding/Memorandums of Agreement attached are hereby made part of this Agreement and do not require individual Employer-Union signatures.

UNITED STATES BAKERY

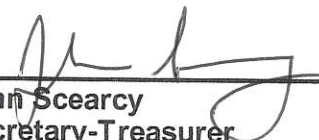


Jim Caples
General Manager, Seattle Division

1-3-2022

Date

TEAMSTERS LOCAL UNION NO. 117/IBT




John Scearcy
Secretary-Treasurer

1-25-22

Date

UNITED STATES BAKERY



Ben Piatt
General Manager, Spokane Division

1/10/22

Date

TEAMSTERS LOCAL UNION NO. 252/IBT



Brian Blaisdell
Secretary-Treasurer

1-14-22

Date

UNITED STATES BAKERY




Jerry D'Ambrosio
Labor Consultant

12/29/2021

Date

TEAMSTERS LOCAL UNION NO. 670/IBT



Michael Beranbaum
Secretary-Treasurer

1/27/2022

Date

TEAMSTERS LOCAL UNION NO. 690/IBT



Val Holstrom
Secretary-Treasurer

10 Jan '22
Date

TEAMSTERS LOCAL UNION NO. 760/IBT



Leonard Crouch
Secretary-Treasurer

1-11-22
Date

TEAMSTERS LOCAL UNION NO. 839/IBT



Russell Shjerven
Secretary-Treasurer

1-12-2022
Date

APPENDIX "A"
Weekly and Hourly Wages
Job Classifications

1. ROUTE SALES REPRESENTATIVES (RSRs)

1.01 New experienced RSRs: A minimum of eighty-five percent (85%) of both base and commission first thirty (30) days. Thereafter one hundred percent (100%) of base and commissions.

1.02 New inexperienced RSRs: New inexperienced RSRs shall receive eighty percent (80%) of base and commission for their first six (6) months of employment and ninety percent (90%) for the following six (6) months. Thereafter one hundred percent (100%) of base and commission

1.03 Base pay per week:

	<u>WESTERN LOCALS</u>	<u>CENTRAL LOCALS</u>	<u>EASTERN LOCALS</u>
8/1/2021	\$618.90 (+\$2.00)	\$588.90 (+\$2.00)	\$568.78 (+\$2.00)
8/1/2022	\$620.90 (+\$2.00)	\$590.90 (+\$2.00)	\$570.78 (+\$2.00)
8/1/2023	\$622.90 (+\$2.00)	\$592.90 (+\$2.00)	\$572.78 (+\$2.00)
8/1/2024	\$624.90 (+\$2.00)	\$594.90 (+\$2.00)	\$574.78 (+\$2.00)

1.04 Country Routes: If, on a regular basis, a route averages four hundred (400) or more driving miles per week, the RSR or his/her replacement will receive an additional three dollars (\$3.00) per day for each day worked in the week.

If on a regular basis, a route averages five hundred (500) or more driving miles per week, the RSR or his/her replacement will receive an additional four dollars (\$4.00) per day for each day worked in the week.

If, on a regular basis, a route averages six hundred (600) or more driving miles per week, the RSR or his/her replacement will receive an additional five dollars (\$5.00) per day for each day worked in the week.

1.05 *Commission:

Premium	8.0%
Costco (See Appendix A, Section 1.06)	7.0%
Private Label w/Rack Service	6.0%
Private Label wo/Rack Service	5.0%
Fast Food Distribution (See Section 5.04)	3.5%

*Fast food delivered off Costco route remains at three percent (3%).

**Red Circle current RSRs serving Sam's Club's to receive all contractual increases for the life of this Agreement. If a Sam's Club route becomes available for re-bid, it will be with the understanding that the commission rates shall be seven percent (7%).

Commission reports, when requested, will be provided on the same format as Spokane to be distributed by Depot.

1.06 Commission on Secondary Label/Purchase Items (Costco):
 Effective 08/01/2015 5.5%

1.07 In generating sales and serving their accounts, RSRs may have to work more than forty (40) hours in a week. Accordingly, consistent with the understanding and practice that has been in effect since 1991, the parties agree to continue to provide additional compensation for those RSRs who work more than forty (40) hours per week. The parties understand and agree that this additional compensation continues to exceed or be at least reasonably equivalent to any overtime compensation that could otherwise be calculated in accordance with RCW 49.46.

1.07.1 The additional compensation will be in the form of an excess hour's premium per 7.02.2; a mileage premium per 1.04 of Appendix "A;" depending upon the route, up to a 3.75% credit for the commissions on net sales paid in accordance with the provisions of Appendix "A;"

1.07.2 In accordance with WAC 296-128-012, the terms of this Agreement constitute notice to all RSRs that their rate of pay is not on an hourly basis, but instead includes in the base/commission pay system, compensation that is the reasonable equivalent of overtime. The parties agree that the Employer will continue to conduct annual testing to ensure compliance.

1.07.3 The Union agrees to provide the RSR members a copy of the pay structure and "reasonable equivalent" language as provided in Appendix "A," Sections 1.07 through 1.07.2, as well as applicable forms for tracking hours.

2. SALES SUPERVISORS, AND BRANCH SUPERVISORS

2.01 Base Pay per Week: The Sales Supervisors, shall receive the following amounts in addition to the weekly base amounts stated in Section 1.03 for their respective Local jurisdiction:

<u>Effective</u>	<u>Sales Supervisors</u>	<u>Branch Supervisors</u>
08/01/2021	\$120.00	\$170.00

3. TRANSPORT DRIVERS (NATIONAL SALES)

3.01

	<u>WESTERN LOCALS</u>	<u>CENTRAL/EASTERN LOCALS</u>
8/1/2021	\$30.20 (+\$0.75)	\$28.69 (+\$0.75)
2/1/2022	\$30.45 (+\$0.25)	\$28.94 (+\$0.25)
8/1/2022	\$31.20 (+\$0.75)	\$29.69 (+\$0.75)
2/1/2023	\$31.45 (+\$0.25)	\$29.94 (+\$0.25)
8/1/2023	\$32.20 (+\$0.75)	\$30.69 (+\$0.75)
2/1/2024	\$32.45 (+\$0.25)	\$30.94 (+\$0.25)
8/1/2024	\$33.20 (+\$0.75)	\$31.69 (+\$0.75)
2/1/2025	\$33.45 (+\$0.25)	\$31.94 (+\$0.25)

3.02	<u>New Hire Rate</u>	
	1 st six months	80%
	2 nd six months	90%
	Thereafter	100%

3.03 TRANSPORT & ASSISTANT TRANSPORT SUPERVISORS: When utilized, Transport Supervisors shall receive one dollar and twenty-five cents (\$1.25) per hour in addition to the Transport rate outlined above. When utilized, the Assistant Transport Supervisor shall receive fifty cents (\$0.50) per hour in addition to the Transport rate outlined above. Effective 8/1/2015, when utilized National Sales Supervisor shall receive one dollar and twenty-five cents (\$1.25) per hour in addition to the National Sales rate.

3.04 During the months of November-April no Rocky Mountain doubles will be allowed. A premium of sixty cents (\$.60) per hour will be paid for driving Rocky Mountain doubles

4. INSIDE WORKERS

4.01

	<u>WESTERN LOCALS</u>	<u>CENTRAL/EASTERN LOCALS</u>
8/1/2021	\$25.10 (+\$0.75)	\$23.59 (+\$0.75)
8/1/2022	\$25.85 (+\$0.75)	\$24.34 (+\$0.75)
8/1/2023	\$26.60 (+\$0.75)	\$25.09 (+\$0.75)
8/1/2024	\$27.35 (+\$0.75)	\$25.84 (+\$0.75)

4.02 Western Locals: The Foreman and Leadman rate will be one dollar and fifty cents (\$1.50) and seventy-five cents (\$0.75) per hour respectively above the Western Locals' Inside Worker rate. Tray Wash Foreman rate will be seventy-five cents (\$0.75) per hour above the Inside Worker rate and the Loaders shall receive an additional fifty cents (\$.50) per hour above the Inside Worker Rate.

4.03 Eastern/Central Locals: The Foreman rate will be eighty cents (\$0.80) per hour above the Inside Worker rate. The position of Head Shipping/Receiving Clerk/Inside Loader shall receive fifty (\$0.50) per hour premium. The Inside Loader designation to include the bid Utility/Transport driver.

4.04	<u>New Hires:</u>			
	0-6 months	70%	19-24 months	85%
	7-12 months	75%	25-30 months	90%
	13-18 months	80%	31-36 months	95%
			Thereafter	100%

5. MERCHANDISERS AND BAKERY OUTLET/RETAIL DISPLAY PERSON

5.01	<u>WESTERN LOCALS</u>
	8/1/2021 \$19.50 (+\$.50)
	8/1/2022 \$20.00 (+\$.50)
	8/1/2023 \$20.50 (+\$.50)
	8/1/2024 \$21.00 (+\$.50)

5.01.1	<u>Break-In Rates: (Western Locals):</u>			
	0-6 months	70%	13-18 months	80%
	7-12 months	75%	19-24 months	85%
			Thereafter	100%

5.02 **EASTERN & CENTRAL LOCALS**

8/1/2021	\$17.50 (+\$.50)
8/1/2022	\$18.00 (+\$.50)
8/1/2023	\$18.50 (+\$.50)
8/1/2024	\$19.00 (+\$.50)

NOTE: Eastern and Central Locals Merchandisers hired prior to August 2000 shall be grandfathered at no less than their current wage rates and shall continue to receive the eight (8) hour daily guarantee when called to work.

6. OFFICE AND CLERICAL CLASSIFICATION:

6.01	<u>Break-In Rates:</u>	
	0-6 months	70% of Journey Administration
	7-12 months	80% of Journey Administration
	13-18 months	90% of Journey Administration
	After 18 months	100% of Journey Administration

6.02 Journeyperson Rates:

	Effective			
	<u>8/1/2021</u>	<u>8/1/2022</u>	<u>8/1/2023</u>	<u>8/1/2024</u>
Administration (Order Desk, Route Check-in, Receptionist, Route Management)	\$22.70 (+\$0.60)	\$23.30 (+\$0.60)	\$23.90 (+\$0.60)	\$24.50 (+\$0.60)
Accounting (Accounts Payable, Accounts Receivable, Pricing, Sales Reporting, Computer Room)	\$23.59 (+\$0.60)	\$24.19 (+\$0.60)	\$24.79 (+\$0.60)	\$25.39 (+\$0.60)
Accounting II (Leads, Payroll, Vacation Relief)	\$22.88 (+\$0.60)	\$23.48 (+\$0.60)	\$24.08 (+\$0.60)	\$24.68 (+\$0.60)

6.03 Premium Pay: Office employees working on Sunday shall receive additional compensation of fifty cents (\$0.50) per hour for hours worked from midnight Saturday to midnight Sunday.

6.03.1 Part-Time Employee Premium: Part-time employees will be compensated at ten percent (10%) above the regular scale of wages. It is understood that the part-time rate shall apply to the first twenty-four (24) hours of work performed within a five (5) day week and the weekly rate to each hour thereafter; provided, however, that no more than a full week's wages shall be required for part-time work performed within a five (5) day week.

6.03.2 It is further expressly understood that no office employee receiving more than the minimum compensation or enjoying more favorable working conditions than provided for in this Agreement shall suffer any reduction by reason of its signing or adoption.

7. BAKERY OUTLET EMPLOYEES

CENTRAL LOCALS & EASTERN LOCALS (EMPLOYEES HIRED PRIOR TO MAY 17, 1995)

Effective				
<u>8/1/21</u>	<u>8/1/22</u>	<u>8/1/23</u>	<u>8/1/24</u>	
\$15.55	\$16.05	\$16.55	\$17.05	
(+\$0.50)	(+\$0.50)	(+\$0.50)	(+\$0.50)	

CENTRAL LOCALS & EASTERN LOCALS (EMPLOYEES HIRED AFTER MAY 17, 1995)

Effective				
<u>8/1/21</u>	<u>8/1/22</u>	<u>8/1/23</u>	<u>8/1/24</u>	
\$14.80	\$15.30	\$15.80	\$16.30	
(+\$0.50)	(+\$0.50)	(+\$0.50)	(+\$0.50)	

7.01 The Employer may pay a newly hired Bakery Outlet/Retail Display Employee no less than eighty percent (80%) of the above-mentioned rate for their first six (6) months of employment. Thereafter, said employee shall receive no less than the above-mentioned rate.

7.02 The Employer shall designate one (1) of the Bakery Outlet/Retail Display Employees as the Bakery Outlet Lead and that employee shall receive a one dollar (\$1.00) per hour premium. Bakery outlet clerks will be paid a one dollar (\$1.00) premium when filing in for Lead position for full day(s).

7.02.1 Any Bakery Outlet Lead shall receive one dollar (\$1.00) over the journeyman rate for employees hired before May 17, 1995.

7.03 A premium of twenty-five cents (\$0.25) per hour shall be paid to all employees governed by this Appendix for all work performed between 6:00 p.m. and 6:00 a.m.

7.04 Bakery Outlet Employees shall receive full Maintenance of Benefits under their current medical plans for the duration of this Agreement.

APPENDIX "B"
Memorandum of Agreement

The parties of this Agreement agree:

1. Article 5 Sections 5.01, 5.02, and 5.03, Article 6, first paragraph of the Section entitled Miscellaneous and Appendix "A" of the Contract between the parties shall be amended as follows:
 - a. A Driver who delivers private label or secondary label products to a customer's distribution center or who delivers private label or secondary label bakery products to a customer's retail store without rack service, or the handling of returns shall be paid at the applicable Transport rate.
 - b. An RSR who delivers private label or secondary label bakery products to a customer's retail store without rack service, or the handling of returns shall be paid five percent (5%) commission on rack products. Commission increases are listed in Appendix "A," Section 1.05. It is expressly understood that an hourly rated driver shall not perform rack service or handle returns.
 - c. The route guarantee provisions of the Contract shall not apply to any change or adjustment in a route which is made pursuant to the express provisions of this Agreement.
2. For the purpose of this Agreement:
 - a. A private label product is one that is wrapped in a label which is owned by the customer and does not carry the Employer's name on the label.
 - b. A secondary label bakery product is one that is wrapped in a label which is owned by the Employer, but which is not advertised by the Employer in the market area.
 - c. Clarification: The parties agree that the Employer can continue its practice of providing bakery products to grocery stores and distribution centers in boxes and/or clear wrap bags as part of its private label programs. However, if they intend to create a major expansion of this program, they agree that they will first meet with the Union to discuss the impact on the bargaining unit.
3. Cake, pastry, and doughnuts may be delivered by RSRs with rack service and the RSRs shall receive the eight percent (8%) commission on such branded products, except as defined in the attached Letter of Understanding dealing with "sweet baked goods." Commission increases are listed in Appendix "A," Section 1.05.
4.
 - a. When an hourly rated route becomes open, it shall be posted and the RSRs shall be permitted to bid on routes.
 - b. When a customer distribution center run becomes open it shall be posted and Transport Drivers shall be permitted to bid on such run.
 - c. It is understood that private label deliveries by Transport and/or Special Delivery Drivers to a customer's Central Distribution Center may be made on Sundays and

on the off days of RSRs provided the products so delivered shall not be placed in a retail store for sale on such day in its unaltered state.

5. An employee shall be entitled to severance pay as provided by Article 20 if such employee is laid off after the exercise of his/her seniority rights, because his/her Employer had instituted hourly rated routes and reduced the number of commission routes.

Examples but without limitations of secondary label products are: Langendorf - Kream Krust, Continental - County Fair and Pantry Pride, Gai's - Good N' Fresh and Homestyle.

6. Stover's Letter of Understanding (effective the second Sunday after ratification)

When Jumbo Foods and/or combination of other drop ship accounts such as J&B Bistro, Seattle Central School Kitchens become a full-time position, the Employer reserves the right to convert to an hourly transport route. The Employer agrees to meet and discuss the impact of the change on the RSR affected. Jumbo Foods shall convert to an hourly transport rated account effective July 31, 2012.

APPENDIX "C"
Earned Work Credit
(Inside Workers Only)

It is understood and agreed to by the parties hereto that the following provisions constitute a modification of affected work week provisions contained in the basic Labor Agreement.

It is recognized by the Employer that a work schedule designed to provide employees with a five (5) consecutive day work week with two (2) consecutive days off is a serious objective of the Union and of the employees it represents and therefore, the Employer shall take such steps as are practical in its judgment without doing serious harm to its business and thereby the job security of its employees to meet that objective.

1.
 - a. Any employee who is assigned to work a schedule that does not provide for two (2) consecutive days off shall be credited with one (1) earned work credit share for each Sunday worked under any such non-consecutive day work schedule.
 - b. Moreover, it is the intention of the Agreement that the Employer shall either establish work schedules which provide for consecutive days off or pay the earned work credit share. Accordingly, when an employee is assigned to a work schedule which provides for Sunday off but does not provide for two (2) consecutive days off, such employee shall also be credited with one (1) earned work credit share for each non-consecutive day work schedule.
 - c. It is understood that for the purpose of determining earned work credit share an employee's holiday shall be his/her day off closest to the calendar day on which the contract holiday falls and such day shall be considered a day worked.
2.
 - a. Earned work credit shares shall have an accrual value of twelve dollars (\$12.00) per share. At the time the total pool of earned work credit shares are distributed to eligible participants, the share value may exceed twelve dollars (\$12.00) per share.
 - b. The earned work credit shares accrual earned from November 1 to October 31 shall be paid November 22 of each year. The total number of shares accrued by employees will constitute the pooled amount. The value per share will be determined by dividing the pooled amount by the total number of shares accrued by employees eligible for payment on November 22. The value per share will then be multiplied by the number of shares accrued by each employee eligible for payment and shall be paid in a lump sum no later than November 22.
 - c. Payments shall be paid to employees having at least thirty (30) days of service and who, on December 1 are:
 1. Regular full-time employees or,
 2. Regular full-time employees who have continued on the payroll as part-time employees or,
 3. Part-time employees who became eligible for accruals while working full time as vacation relief or otherwise or,

4. Employees on layoff status with right to recall or,
 5. Employees who retire prior to December 1 or,
 6. Employees who have died prior to December 1 or,
 7. Employees permanently separated prior to December 1 as the result of a plant closing or,
 8. Employees with at least one (1) year of service who terminate their employment for any reason prior to December 1 and who do not fall into any of the above categories.
- d. If the employee requests and the Employer agrees, the payment may be taken in the form of paid time off.
3. It is expressly understood and agreed that:
- a. No employee shall have the right to receive any payment for Earned Work Credit shares unless he/she qualified on December 1st of each year for such payment in accordance with the provisions of Section 2. Exception: employee(s) who qualify for earned work credit under 2c. above will be paid their accrued shares of Earned Work Credit in the next pay period following their termination with the Company.
 - b. The accrual or payment of Earned Work Credit shares will not be included in the computation of any other fringe benefit, including overtime and,
 - c. This Appendix shall not be construed to require the Employer to duplicate payments for Health and Welfare or Pension for any employee.

In consideration of the above, the Employer and the Union shall promptly meet to agree on relief from restrictions on the use of part-time employees or jobbers necessary in the implementation of this Agreement. No change will be made unless mutually agreed upon.

APPENDIX "D"
Sweet Baked Goods

Effective following the ratification of the 2000-2004 Collective Bargaining Agreement, the commission on sales of Home Run Pies will increase from five percent (5%) to seven percent (7%).

The commission rate applicable to the sale of Entenmann's Premium Baked Sweet Goods sold by Oroweat Foods Company when sold off exclusive cake and/or combination bread/cake routes shall be five percent (5%).

In the event that during the life of this Agreement any other Employer who is signatory to this Agreement, markets sweet baked goods products similar to this Entenmann's line, the Union then agrees that upon being advised of such products, the five percent (5%) commission rate shall apply to those products.

In the event that a dispute arises over the definition of premium baked goods, the determination shall be based on the wholesale price of such goods, provided they are comparable.

For Classification Purposes Only

The term 'comparable' appearing at the end of the above referenced Supplemental Agreement shall be determined by taking into account the following factors:

- a. Generic similarity, (i.e., donut is a donut, cupcake is a cupcake, cookie is a cookie).
- b. Wholesale price upon which commission is paid is such that the difference between the commission paid per item five percent versus seven percent (5% versus 7%) is not less than four cents (\$.04). (i.e., wholesale price must not be less than two dollars (\$2.00) per item)

APPENDIX "E"
Equipment Mechanics & Miscellaneous Help
Central Locals

ARTICLE 1E - WORK DAY - WORK WEEK - OVERTIME

1.E.1 Five (5) days of eight (8) consecutive hours exclusive of lunch time which shall be not less than one-half (½) hour nor more than one (1) hour, shall constitute a week's work. All hours over eight (8) per day and forty (40) per week shall be paid for at time and one-half (1½) the regular rate. All regular employees shall be guaranteed five (5) eight (8) hour days per calendar week.

1.E.2 The sixth (6th) day shall be a premium day, and anyone called to work on his/her sixth (6th) day shall be guaranteed four (4) hours pay at the rate of time and one-half (1½) and, if worked over four (4) hours, he/she shall receive actual hours.

1.E.3 If called on the seventh (7th) day, an employee shall receive double time (2x) for a full day.

ARTICLE 2E - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

2.E.1 The following minimum wage rates shall be effective:

Industrial & Automotive Mechanic

Effective	Effective	Effective	Effective	Effective	Effective	Effective	Effective
<u>8/1/2021</u>	<u>2/1/2022</u>	<u>8/1/2022</u>	<u>2/1/2023</u>	<u>8/1/2023</u>	<u>2/1/2024</u>	<u>8/1/2024</u>	<u>2/1/2025</u>
\$ 26.72	\$ 26.97	\$ 27.72	\$ 27.97	\$ 28.72	\$ 28.97	\$ 29.72	\$ 29.97
(+\$.75)	(+\$.25)	(+\$.75)	(+\$.25)	(+\$.75)	(+\$.25)	(+\$.75)	(+\$.25)

The mechanic who services the Yakima, Ellensburg and Sunnyside depots will receive the same increase as the transportation drivers received as listed above.

Miscellaneous Help

<u>Current</u>	<u>08/01/20</u>
\$15.24	\$15.49
	(+\$0.25)

2.E.2 Experienced (new) employees may be employed for the first (1st) thirty (30) compensated days at twenty-five cents (\$0.25) per hour below the Journeyman Rate set forth above.

2.E.3 A semi-skilled mechanic may be employed at seventy percent (70%) of the prevailing mechanic's wage rate for his/her first (1st) four (4) months of service and will be increased ten percent (10%) for each four (4) months thereafter, until he/she attains the regular wage rate.

2.E.4 A premium of twenty-five cents (\$0.25) per hour shall be paid to all employees governed by this Appendix for all work performed between 6:00 p.m. and 6:00 a.m.

2.E.5 Mechanics on call shall receive premium of five dollars (\$5.00) each twenty-four (24) hour period or major portion thereof while on standby duty.

2.E.6 When an employee is called back for emergency work after his/her regular day's work, he/she shall be guaranteed a minimum of two (2) hours work at the overtime rate.

2.E.7 Employees in the above classifications shall be permitted in the event of emergencies, to engage in distribution and transportation.

2.E.8 The Employer will furnish all maintenance employees' tools over three-fourths inch (3/4") drive or two inch (2") opening, or any special or power tools. The Employer will replace any of the maintenance employees' tools that are lost through forcible entry, broken, or are destroyed by fire.

ARTICLE 3E – UNIFORMS

3.E.1 The Company shall supply coveralls to the mechanic(s) for the term of the Agreement at a cost of \$4.62 per week to the employee.

LETTER OF UNDERSTANDING NO. 1

TEAMSTERS LOCAL UNION NOS. 117, 252, 670, 690, 760, & 839

Re: Western, Eastern and Central Locals Transport - Third (3rd) Lunch Period

The parties understand and agree that the previous contractual provision providing Transport Drivers from the Eastern and Central Locals a one-half (1/2) hour paid lunch period after three (3) hours of overtime and each three (3) hours thereafter, if taken. This does pertain to the Inside Workers.

LETTER OF UNDERSTANDING NO. 2

TEAMSTERS LOCAL UNION NOS. 117, 252, 670, 690, 760, & 839

Re: Implementing the Teamster 401(k) Plan

The parties understand and agree that as soon as reasonably possible (around August 2000), access to the Teamsters 401 (k) plan will be provided through payroll deduction. All costs for said plan, other than for the payroll deduction itself, and plans quarterly administrative fee as provided below will be borne by the employee.

The Employer agrees to:

Participate in the Supplemental Income 401(k) Plan a plan intended to conform to the requirements of the Internal Revenue code Section 401(k) for certain tax-exempt, employee contributory plans.

Execute the plan's subscriber agreement (in a timely manner)

Pay (in a timely manner) that portion of their wages that employees elect to pay into the Plan, as well as any Employer contributions agreed in the contract.

Pay the Plan's quarterly Employer administrative fee for each employee who elects to participate in the plan.

LETTER OF UNDERSTANDING NO. 3

TEAMSTERS LOCAL UNION NOS 670, 690, 760 (Yakima & Wenatchee), & 839

Re: State Industrial Time Loss Benefit

(Applicable to current employees on the payroll as of 7/09/2007)

The parties understand and agree that the coordination of State Industrial time loss benefits with the contractual Sick Leave benefits as applicable in the previous contract to the employees who are members of the Central Locals will continue for the life of this Agreement. The applicable language is as follows:

Sick Leave benefits will be coordinated with State Industrial time loss benefits so as to provide no loss of earnings for a normal work day and/or work week.

LETTER OF UNDERSTANDING NO. 4
TEAMSTERS LOCAL UNION NOS. 117, 252, 670, 690, 760, & 839

Re: Effective Dates

The parties understand and agree that the effective dates for all provisions of this Contract, unless otherwise noted, shall be the second (2nd) Sunday after ratification. Also, all effective dates stating the first (1st) of the month are intended to mean the closest Sunday.

The loader rate change is effective the first full payroll after ratification.

LETTER OF UNDERSTANDING NO. 5
TEAMSTERS LOCAL UNION NO. 117

Re: Franz Sixth Avenue Closure

The parties understand and agree in the event of a closure of the Franz Sixth Avenue Plant, Franz employees will have the right, subject to qualifications, to exercise their Company seniority date over employees hired at the Weller Plant after January 1, 2000. Any employee who leaves Franz Sixth Avenue now or at the time of closure to take a position at the Weller plant will retain their Company hire date for purposes of vacation accrual, sick leave accrual and any other longevity purpose; but will start over with a new seniority date for all other purposes.

LETTER OF UNDERSTANDING NO. 6
TEAMSTERS LOCAL UNION NOS. 690 & 760 (Moses Lake)

Re: Eastern Locals - City Pick-up & Delivery Drivers

The parties understand and agree that the City Pick-up & Delivery Driver position in relation to the flour runs between the mills and the plant require Transportation Drivers licensing and qualification. To facilitate the smooth transition of this position from the Shipping Department to Transport, the parties agree to the following conditions:

1. The employee currently holding the bid, (Larry Judd), will continue to hold that bid as has been the past practice on a non-bid basis. Mr. Judd will also keep his seniority in the Shipping Department.
2. Any future positions in the flour run position will be assigned to the Transportation Department, with Transportation bidding.
3. A red line will be established as follows:

Current \$19.95

Effective first Sunday following ratification the rate will be increased to Transport rate and will be increased in the same amounts as journeyman Transport increases during life of Agreement.

4. All other aspects of the bid position will be per the Transportation Department of the contract.
5. The parties agree that all Transport drivers who have been trained and have been qualified to work the Flour Run in a relief capacity are certified to perform this work.

LETTER OF UNDERSTANDING NO. 7
TEAMSTERS LOCAL UNION NOS. 117, 252, 670, 690, 760, & 839

Re: Labor Management Committees

The parties understand and agree that the Labor-Management committees established to address employee relations issues with the use of an outside mediator as mutually agreed shall continue for the life of this Agreement.

LETTER OF UNDERSTANDING NO. 8
TEAMSTERS LOCAL UNION NOS. 690 & 760 (Moses Lake)

Re: Eastern Locals Military and School Bids

The parties understand and agree there currently exists a practice in the Eastern Locals territory with respect to military and school bread bids, types of bread that are bid and commission rates paid for said bread. This current arrangement will continue for the life of this Agreement. Commission increases are listed in Appendix "A," Section 1.05.

LETTER OF UNDERSTANDING NO. 9
TEAMSTERS LOCAL UNION NO. 117

Re: Outside Carriers

Due to the current shortage of CDL qualified transport drivers, the Company has not been able to hire sufficient numbers of qualified drivers to meet business demands. The parties therefore agree to the following:

1. When **necessary to ensure proper distribution needs**, the Company will use common carriers to supplement USB employees in the performance of transport work.
2. The Company and the Union will continue its best efforts to secure CDL qualified employees.
3. The Company will give first consideration to unionized common carriers that can provide trucks and drivers capable of delivering product in a cost competitive and timely manner and,
4. The Union can terminate this agreement any time with 30 days advance notice.
5. The terms of this Agreement shall not constitute or establish a practice nor set a precedent in any way. No Party shall use this Agreement for any reason other than to enforce its terms.

**LETTER OF UNDERSTANDING NO. 10
TEAMSTERS LOCAL UNION NO. 117**

Re: National Sales

The parties understand and agree the department formerly known as Alaska Shipping will now be called National Sales. National Sales, Including National Sales Checkers, will remain a separate seniority classification for purposes of vacation selection, job bidding, transfer between classifications and lay-off rights. National Sales can continue to handle transport over-loads as long as they do not adversely affect a forty (40) hour bid transport schedule. After openings are bid within National Sales, remaining openings will be offered to Transport employees before hiring from the outside.

**LETTER OF UNDERSTANDING NO. 11
TEAMSTERS LOCAL UNION NOS. 117, 252, 670, 690, 760, & 839**

Re: Labor Agreement between United States Bakery and Teamsters Local 690 et al.

Subject: March 23 Vevoda letter & April 19, 2010, Grievance protesting the transportation of bakery product by Common Carrier from the Snyders Bakery in Spokane WA to Billings Montana.

This is to confirm the settlement of the above captioned grievance on the following full and final basis:

1. The parties recognize that the Company is attempting to establish a presence in the Billings Montana market by setting up Company routes and/or distributors in this area. This dispute arose when the Company proposed to utilize Common Carriers to transport product from its Spokane Bakery to Billings.
2. The Union maintains that this expansion of the Employer's "operations" is specifically covered under Article 4-Section 4.02.

"In the event the Employer expands his operations, this Agreement shall be applicable to such acquisition or expansion upon proof of majority status."
3. The Company cannot agree for two reasons. First, if Section 4.02 applies, the Union must prove they represent a majority of the employees in the expanded area which they have not done.

Secondly, the work is beyond the geographic scope of the Labor Agreement and therefore not within 690's Jurisdiction. It would require both the Company and the Teamster Union in the expanded area to agree to or to acquiesce to 690 having the work. Because of the extended distance between Spokane and Billings it is not economically feasible to agree to this request. The arrangement proposed by the Union would require substantially more equipment and expense. The substantially higher expense of domiciling a driver beyond the distance the Company could reasonably be expected to support in terms of relief for illness or injury or maintenance of the equipment makes their request cost prohibitive.

4. In order resolve this matter and settle the grievance, the parties agree that the Company will cease taking the product from the Spokane Bakery to the Spokane Cold Storage facility. Instead, the product destined for Billings Montana will be transported by #690 employees from Spokane to Kellogg Idaho where the product will be shipped on to Billings by Common Carrier.
5. The parties agree that if and when the Company acquires the Hostess Bakery in Billings, Montana the Company agrees to eliminate the use of common carriers within 120 days of assuming operation of the Bakery.
6. The parties agree that if and when the Company acquires and or builds a Bakery in Montana that will allow for the equitable exchange of product between the Spokane Bakery and the new Bakery; has a truck & trailer transport department to facilitate the exchange of product between the two bakeries; and a maintenance department (in-house or contracted) to support the transportation department. The Company agrees to eliminate the use of Common carriers to supply Billings from the Spokane Bakery within 180 days of acquiring and or building a new Bakery.
7. In consideration for this agreement, the Company agrees that #690 will retain jurisdiction of the transport of products from Spokane to depots and or distribution points currently being served by #690 that fall outside of the geographic jurisdiction of the Labor Agreement. Examples are Seattle, Libby and Missoula. In addition, for each day a #690 driver takes a load from Spokane to Kellogg for delivery to Billings, that driver will be guaranteed a minimum of nine (9) hours, with the ninth hour paid at time and one-half (1½). (A combination of the run to Kellogg, city runs, and or other runs designated by the Company.)
8. The parties agree that this understanding will remain in force through July 31, 2014, or the expiration of the new Labor Agreement whichever is longer. At which time either party will have the right to bargain over a change to this understanding.

LETTER OF UNDERSTANDING NO. 12
TEAMSTERS LOCAL UNION NOS. 117, 252, 670, 690, 760, & 839

Re: Variance/Premium Pay – Spokane Only

The parties agree that several Articles and Sections of the above-mentioned contract had errors in the drafting and/or require clarifications. The parties agree to the clarifications as follows:

1. **Premiums – Spokane Only**

Article 8.03 – 12 hour/24 hour premiums (Inside Workers)

Article 8.04 – Two hour Variance premium (Inside workers)

Article 9.01.2 – 12 hour/24 hour premium (Transport Workers)

Article 8.09 – Compounding Premiums (Inside & Transport Workers)

Inside Workers

8.03 At least twelve (12) hours must elapse between the time any regular full-time employee completes a regular shift and the time he/she is required to start the next shift. In addition to this, each employee is entitled to a full day, twenty-four (24) hours on his/her day off for total of thirty-six (36) hours off from the time the regular full-time employee completes a regular shift and the time he/she is required to start the next shift. In the case of two (2) consecutive days off, the regular full-time employee would be entitled to a total of sixty (60) hours off from the end of their last regular shift. The Employer shall pay a premium of time and one-half (1½) for any hours worked during the twelve (12) hour; thirty-six (36) hour; or sixty (60) hour rest period(s).

8.03.1 – Exceptions: Time and one-half (1½) for working during any of the three (3) rest periods stated in 8.03 above will not be paid in the following situations:

1. In the case of an Act of God or situation beyond the control of the Employer (i.e., such as mechanical breakdown or power outage in the Spokane Bakery)
2. When an employee is assigned to another shift at his/her request. Includes moving from one bid to another through the bidding process.
3. The week before and the week of the holidays listed in Article 14, except Thanksgiving. The exception for Christmas and New Year's will only apply when they fall on Monday or Saturday.
4. When an employee is filling in for another employee's day off; absenteeism; or other relief situations.
5. To employee(s) working part time and or without a bid position.
6. To a person holding a bid position who has an absence from a scheduled shift during his/her regular work week.
7. To a senior employee electing to work over a junior employee who could work without incurring the premium pay.
8. To a senior employee choosing to work off the jobber list.

9. The premium will apply for a relief person working a full week commencing on the second (2nd) day.

8.04 Variance Time: The starting time shall not vary more than two (2) hours from the starting time of the employee's first shift for the work week. Two (2) hours variance in a week may mean up to two (2) hours in either direction; or three (3) hours in one direction and one (1) in the other, or up to four (4) hours in one direction. However, in any case, there will be no more than a two (2) hour change each calendar day. If the starting time on any day varies by more than this amount, the amount of time in variance shall be paid at the rate of time and one-half (1½).

8.04.1 – Exceptions: Variance will not be paid in the following situations:

1. In the case of an Act of God or situations beyond the control of the Employer (i.e. such as a mechanical breakdown or power outages in the Spokane facility.)
2. When an employee is filling in for another employee's day off; absenteeism; or other relief situation(s).
3. For hours worked the week before and the week of the holidays listed in Article 14, except Thanksgiving. The exception for Christmas and New Years will only apply when they fall on Monday or Saturday.
4. When an employee is assigned to another shift at his/her request. Includes moving from one bid to another through the bidding process.
5. Where the employee(s) is working part time or without a bid position.
6. Where a person holding a bid position has an absence from a scheduled shift during his/her work week.
7. Where a senior employee elects to work over a junior employee who could work without incurring the variance.
8. Where a senior employee chooses to work off the jobber list.
9. The variance will apply for a relief person working a full week commencing on the second (2nd) day.

ARTICLE 9 – HOURS, WORKWEEK, OVERTIME, MISCELLANEOUS

Transport, Special Delivery and National Sales

9.01.2 Shift Times: At least twelve (12) hours must elapse between the time any regular full-time employee completes a regular shift and the time he/she is required to start the next shift. In addition to this, each employee is entitled to a full day, twenty-four (24) hours on his/her day off for total of thirty-six (36) hours off from the time the regular full-time employee completes a regular shift and the time he/she is required to start the next shift. In the case of two (2) consecutive days off, the regular full-time employee would be entitled to a total of sixty (60) hours off from the end of their last regular shift. The Employer shall pay a premium of time and one-half (1½) for any hours worked during the twelve (12) hour; thirty-six (36) hour; or sixty (60) hour rest period(s).

9.01.3 - Exceptions: Time and one-half (1½) for working during any of the three (3) rest periods stated in 9.01.2 above will not be paid in the following situations:

1. In the case of an Act of God or situation beyond the control of the Employer (i.e., such as mechanical breakdown of Spokane equipment or power outage in the Spokane Bakery).
2. When an employee is assigned to another shift at his/her request. Includes moving from one bid to another through the bidding process.
3. The week before and the week of the holidays listed in Article 14, except Thanksgiving. The exception for Christmas and New Year's will only apply when they fall on Monday or Saturday.
4. When an employee is filling in for another employee's day off; absenteeism; or other relief situation.
5. Employee(s) working part time and or without a bid position.
6. A person holding a bid position who has an absence from a scheduled shift during his/her regular work week.
7. To a senior employee electing to work over a junior employee who could work without incurring the premium pay.
8. A senior employee choosing to work off the extra board.
9. The premium will apply for a relief person working a full week commencing on the second (2nd) day.

**LETTER OF UNDERSTANDING NO. 13
TEAMSTERS LOCAL UNION NO. 117**

Re: Route Work Week Change

The Company agrees with the Union to reconfigure the work week for Company RSRs when the route customers can be served four (4) days per week, instead of five (5), as determined by the Company for business reasons. Additional changes to the route structure will include merchandising of other RSR's retail stores on the fifth (5th) work day. On some routes this may be structured to have normal sales deliveries on Monday, Tuesday, Thursday and Friday, and merchandise on Wednesday. This will provide a Monday through Friday work week with Saturday and Sunday off.

The RSR whose route has been reconfigured will be paid base and commission for their normal route. The commission structure of the routes that are merchandised by this reconfigured route will not be affected. On merchandising day, the RSR is required to wear the normal uniform and drive a Company vehicle. Their day will begin and end at their home depot.

LETTER OF UNDERSTANDING NO. 14

Re: Paid Family and Medical Leave

Effective at ratification of this Agreement, and onward, eligible employees are covered by Washington's Paid Family and Medical Leave Program, RCW 50.04. Eligibility for leave and benefits is established by Washington law and therefore independent of this Agreement. Benefits for this program are funded by a payroll tax paid to the State of Washington and subject to annual revision.

**Teamsters Local Union Nos. 117,
252, 670, 690, 760, & 839**

Long Term Services and Supports Trust Act

This Letter of Understanding is by and between Franz Family Bakeries, is hereinafter referred to as the "Company" and Teamsters Local 117, 252, 670, 690, 760, 839 is hereinafter referred to as the "Union"; and collectively referred to as the Parties.

On April 21, 2021, the state of Washington adopted a Long-Term Services and Supports Trust Act (LTSS), to create a mandatory, public, state-run long-term-care (LTC) insurance program for workers. The new law imposes a new employee-paid premium of \$0.58 per \$100 earnings. There is no employer-paid portion of the premium. Employers are responsible for collecting, remitting, and reporting these premiums. The benefits offered under the WA Cares Fund are limited. The WA Cares Fund premiums are uncapped, but there is a \$36,500 lifetime cap, indexed for inflation, on the benefits an employee can receive, so highly compensated employees will help subsidize the program. WA Cares benefits are available only if the employee receives care in Washington.

Employees may choose to apply for an exemption from WA Cares coverage. Exemption applications became available on Oct. 1, 2021. ESD can only accept exemption applications through Dec. 31, 2022. It's their responsibility to apply, and—if approved—to notify and give HR a copy of their approval letter from Employment Security Department (ESD). Once approved, exemptions are permanent, and employees can never opt back in.

Once notified, employers must:

Not deduct WA Cares premiums from workers who've provided an ESD exemption approval letter. Note: this letter will list the effective date of the employee's exemption. Keep a copy of their workers' approval letters on file.

Starting January 1, 2022 ("Effective Date"), the Company and the Union understand and agree that they must comply with Washington's LTSS law.

Under LTSS, the Company shall commence deducting from each employee's wages a 0.58% assessment to fund the state's LTC insurance program for Washington residents. The Parties understand the amount of the deduction may be subject to change by the state of Washington.

This LOU shall terminate if rescinded by law or upon the Parties mutual agreement to renegotiate this LOU upon the expiration of the current contract between the Parties.

Dated: 12/29/2021

Company

Union





DEPOT GROUPINGS FOR JOB BIDDING & LAYOFF

1-11-22

FOR

UNITED STATES BAKERY d/b/a FRANZ SEATTLE/SNYDERS

STATEWIDE AGREEMENT

**DEPOT GROUPINGS FOR JOB BIDDING & LAYOFF
FOR
UNITED STATES BAKERY d/b/a FRANZ SEATTLE/SNYDERS
STATEWIDE AGREEMENT**

EASTERN WASHINGTON

Yakima	<u>LOCAL</u> 760
Wenatchee-Okanogan	760
Moses Lake-Grand Coulee-Ellensburg	760
Kennewick	839
Walla Walla	839
LaGrande-Pendleton-Hermiston	670

LOCAL 690 GROUPINGS AS FOLLOWS:

Job Bidding:

Colville -Spokane (4 th Ave., Market,)	Orofino (stand alone)
Lewiston (stand alone)	Pullman (stand alone)
Sandpoint-Cd'A-Kellogg	

Layoff:

Spokane (4 th Ave., Market)	
Colville (stand alone)	Lewiston (stand alone)
	Pullman (stand alone)
Sandpoint (Cd'A, Kellogg)	

WESTERN WASHINGTON

Bellingham (stand alone)	Southcenter (stand alone)
Mt. Vernon (stand alone)	Olympia-Aberdeen
Everett - Marine	Port Angeles (stand alone)
Lynnwood (stand alone)	Brem. Auto/Perry (1 grouping)
Everett-Casino	Tacoma/Parkland (1 grouping)
6th Av. (stand alone)	
Tukwila (stand alone)	

Layoff: Will be by depot groupings first. Least senior in depot grouping will bump least senior in the Local Union bargaining unit.

**VACATION PODS
FOR
UNITED STATES BAKERY d/b/a FRANZ SEATTLE/SNYDERS
STATEWIDE AGREEMENT**

EASTERN WASHINGTON

LOCAL

Yakima	760
Kennewick (839) Hermiston (670) Prosser (760)	
Lewiston- Orfino	690
Pullman	690
Cd'A-Kellogg-Sandpoint	690
Wenatchee-Okanogan	760
Moses Lake-Grand Coulee-Ellensburg	760
Walla Walla (839) LaGrande, Pendleton (670)	

SPOKANE: By Supervisor

- V. Emerson – Market (3 rts.), Colville (3 rts.), 4th Ave.(1 rt.)
- C. Emerson – 4th Ave. (9 routes)
- N. Houerton – 4th Ave. (9 routes)
- K. Todd – 4th Ave. (8 routes)

WESTERN WASHINGTON:

By depot except for the following combinations:

- | | |
|---------------------------|-------------------------------|
| Bellingham (stand alone) | Olympia (stand alone) |
| Mt. Vernon (stand alone) | Port Angeles (stand alone) |
| Everett -Marine | Aberdeen (stand alone) |
| Lynnwood (stand alone) | Brem. Auto/Perry (1 grouping) |
| Everett-Casino | Tacoma (stand alone) |
| 6th Av. (stand alone) | Parkland (stand alone) |
| Tukwila (stand alone) | |
| Southcenter (stand alone) | |