COLLECTIVE BARGAINING AGREEMENT

By and Between

WASHINGTON FOOD SUPPLY

And

DRIVERS, CHAUFFEURS AND HELPERS
LOCAL UNION No. 639
Affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Term of the Agreement

November 1, 2024 – November 2, 2027

Remember!

Your Union office is at:
3100 Ames Place, NE
Washington, DC 20018
202/636-8170
202/529-9382 (fax)
Visit our website at: www.teamsters639.com

EXECUTIVE BOARD

UNION MEETINGS
at the Union Hall the 4th
Thursday of each month

Study this Collective Bargaining Agreement and know your rights and what you are entitled to under its provisions. Know what your wages, hours and general working conditions are supposed to be under this contract.

AGREEMENT

This Contract made and entered into at Washington, D.C. effective from the 1st day of November, 2024 by and between Washington Food and Supply, Inc. hereinafter referred to as the Employer, and Teamsters Local Union No. 639 of Washington, D.C. a Union affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE ONE – RECOGNITION

1.1 The Employer recognizes the Union as the exclusive bargaining representative for the Warehouseman; Forklift Operator; Shipping Clerk; and Receiving Clerk, ("Employees") employed in the Employer's warehouse currently located in the District of Columbia at 6300 Columbia Park Road, Landover, MD 20735 ("Facility"). From the date of this Agreement forward, the duties of the bargaining unit will include the following: The Forklift Operator is responsible for job functions in or around the warehouse that require the use of a forklift when assigned by supervision. When no forklift job duties are assigned, the Forklift Operator will be responsible for performing any and all job functions assigned by supervision. The Shipping and Receiving Clerks are responsible for all functions necessary to ship and receive items from or into the warehouse. When no shipping or receiving job duties are assigned, the Shipping and Receiving Clerks will be responsible for performing any and all job functions assigned by supervision. The Warehousemen are responsible for performing all jobs in the warehouse assigned by supervision; with the only exception being the janitorial cleaning of warehouse bathrooms; building repair, and inventory. When no warehousemen job duties are assigned, the Warehousemen will be responsible for performing any and all job functions assigned by supervision. The Employer will not assign an Employee to perform any non-bargaining unit work when as employee who is not employed in a non-bargaining unit position is doing bargaining unit work.

1.2 The bargaining unit excludes all other personnel working at the Employer's Facility, including Managers, Supervisors, Security Officers, Floor Managers, Callers, Data Entry Clerks, Buyers, Assistant Buyers, Office Clericals, Cashiers, Janitors who clean the bathrooms, Inventory Clerks, Maintenance/Repair and Helpers. The Employer agrees to keep an even ration of the number of Helpers (who perform bargaining unit work) to the number of Employees.

1.3 The Employer will not assign Supervisors or other personnel to perform any work an Employee normally performs, if doing so adversely affects the pay or benefits of any Employee. The Employer reserves the right to assign work normally performed by an Employee to a Helper as long as the ratio defined in Article 1.2 is at least even and the Employer complies with the other Agreements in Article 1.1 and 1.2 above.

ARTICLE TWO – SCOPE OF THE AGREEMENT

2.1 If the Employer relocates its operations to a new facility within 25 miles of the geographic center of Washington, DC and transfers the work currently performed under this Agreement, the Employer agrees to offer job opportunities to the Employees at the new facility.

2.2 The Employer agrees that if it sells it operation to another owner, it will require the new owner to adopt this contract as a condition of sale.

ARTICLE THREE – UNION MEMBERSHIP

3.1 Membership is a condition of employment on or after thirty-one (31) days following the beginning of Employment and satisfactory completion of the ninety (90) day trial and training period outlined in Section 5.8 below, or the effective date of this Agreement, whichever is later, shall be a condition of employment in the job classifications specified above in § 1.1 above. Dues shall be withdrawn and remitted to the Union by the 15th of every month.

ARTICLE FOUR – CHECK-OFF

4.1 The Employer agrees for each pay period to deduct "initiation fees" and "monthly dues" from the pay of regular Employees by this Agreement upon receipt of individually signed voluntary authorization cards as required by Section 302 of the Labor Management Relations Act, and remit same once a month to the Secretary-Treasurer of the Union.

ARTICLE FIVE – WORKWEEK

5.1 The regular workweek shall consist of forty (40) hours to be accomplished in five (5) consecutive days, Monday through Friday or Tuesday through Saturday. It is understood and agreed, however, that for the computation of wages for night Employees, work on a regular shift that ends on a Saturday morning shall be considered Friday.

5.2 Overtime shall be paid in excess of forty (40) hours actually worked in any one-week, or in excess of eight (8) hours in any one-day, whichever is greater. The Employer must notify a regular Employee prior to the end of his regular workweek if the regular Employee is to be laid off.

5.3 The Employer shall give two (2) weeks' notice to the Employee in its intent to lay him off due to lack of work. The Employer, at its option, may pay the Employee 20 hours of straight-time pay in lieu of such notice. Such notice requirement shall apply to Employees with one year or more of service with the Employer at the time notice is given.

5.4 Each regular Employee who reports for work on his regular assigned workday shall be guaranteed at least eight (8) hours work at the straight-time hourly rate. Unless, there is a plant closing resulting from strikes, Acts of God, a power failure and other conditions beyond the control of its Employer.

5.5 If an Employee who reports for work after being absent because of illness or injury without having so advised the Employer at least on-half hour before the closing time the day before, the Employer will be relieved of the obligation for that day of the call in guarantee and eight (8) hour guarantee provided for in this Agreement.

The above notification requirements for 5.2, 5.3 and 5.4 shall not apply in cases of strikes, Acts of God, power failure and other conditions beyond the control of the Employer, such acts must result in the total inability to open for business. If the Employer opens under adverse conditions and after two hours from the time of opening insufficient workers report for business then the Employer shall close for business and pay those workers who did report for a minimum of four (4) hours of the actual hours worked whichever is longer. Those workers who fail to report will not be paid for that day.

5.6 The guarantee of a 40 hour week noted above does not apply when the Employer lays off an Employee due to a lack of work.

5.7 Each regular Employee who is called in on his regular day off (Sunday or Monday as the case may be) shall be guaranteed a minimum of four (4) hours work.

5.8 Each Employee who has been on the payroll of the Employer and covered by this Agreement shall be classified as a "regular Employee" on the ninety-first (91) day.

ARTICLE SIX – OVERTIME

6.1. There shall be no mandatory Overtime. Overtime shall be by mutual agreement between the Employee and Employer. The Employer reserves the right to assign work to its other personnel if no Employee agrees to work overtime.

6.2 The overtime-hourly rate shall be one and one-half (1 ½) times the hourly rate.

6.3 Except as provided below in § 6.5, all work performed between 12:00 a.m. Sunday and 11:59 P.M. Sunday shall be paid at two (2) times the straight time hourly rate.

6.4 All work performed on a holiday shall be paid at double time.

6.5 It is understood and agreed that for the computation of wages for frozen food night Employees, any work performed after 10:00 P.M. during a regular shift on a Sunday night shall be treated as though the work had been performed on the following Monday.

6.6 Overtime shall be offered on a seniority basis. A seniority posting shall be maintained by the Company on the bulletin board provided in the place of employment for such postings and a copy of the list shall be provided by the Company each time there is a new member added to the Local who is employed by the Company and each time an Employee losses seniority.

ARTICLE SEVEN – MANAGEMENT RIGHTS

7.1 The operation of the warehouse, and the direction of the Employees shall be vested exclusively in the Employer without any restriction of any nature as long as the Employer does not breach a specific term or condition of this Agreement.

ARTICLE EIGHT – UNAUTHORIZED ACTIVITY

8.1 It is mutually agreed that the Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which notice list the Union's authorized representatives and shop stewards who shall present all grievances to the Employer for consideration.

8.2 The representative shall be permitted, after contacting management and obtaining the Employer's consent, to have the right to enter and visit the establishments during business hours, provided that conferences and meetings between Employees and Union representatives shall in no way stop, hamper or obstruct the normal flow of work.

ARTICLE NINE – HOLIDAYS

9.1 Whenever there is a holiday occurring in the workweek, overtime will be paid above thirty-two (32) hours actually worked in that particular week.

9.2 Each regular Employee coming under the jurisdiction of this Agreement shall receive the following holidays with full pay according to the Holiday schedule:

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Christmas Day
Memorial Day	Labor Day
Fourth of July	Employees Birthday

9.3 No holiday pay shall be paid to an Employee if he misses work on the day before or the day after the holiday.

9.4 All holidays falling on a Saturday shall be observed on the actual day it occurs or on the date officially observed by the government of the District of Columbia. Employees shall be paid double time for all hours worked on a holiday.

ARTICLE TEN – BULLETINS

10.1 The Employer agrees to continue its practice of permitting the Union to post Union notices on the bulletin board.

ARTICLE ELEVEN - COFFEE BREAKS

11.1 The Employer agrees to provide the Employees covered by this Agreement with a fifteen (15) minute rest period immediately after the first two (2) hours of work each day, the first half of the Employee's shift, and fifteen (15) minutes immediately following two (2) hours after the meal break, the second half of the Employee's shift.

11.2 Employees working overtime shall be entitled to a fifteen (15) minute paid rest period prior to starting any overtime and any two (2) hours thereafter.

11.3 Coffee breaks and meal periods may be scheduled at staggered times at all Cash and Carry warehouses so that a sufficient number of Employees will be available to provide for customer need.

11.4 Every break requires that the Employee clock out and back in. Extended breaks without prior approval will result in disciplinary action.

ARTICLE TWELVE – FIDELITY BONDS, PHYSICAL EXAMINATIONS

12.1 When the Employer requires a fidelity bond of any Employee, the premium of said bond shall be paid by the Employer.

12.2 The Employer shall have the privilege of requiring a physical, mental or aptitude examination of all prospective Employees. The expense of such examination shall be borne by the Employer.

12.3 For prospective Employees, failure to pass either or any of these tests, or to be unable to secure a Fidelity Bond if required by the Employer, shall be deemed sufficient reason to disqualify said person from employment.

12.4 Any prospective Employee for whom the Employer has been denied a Fidelity Bond is hereby granted permission to purchase a Fidelity Bond at the prospective Employee's own expense, provided that the Employer reserves the right to approve the bonding company selected by the Employee, further provided that the Employer shall not unreasonably withhold such approval.

ARTICLE THIRTEEN – MINIMUM WAGES

13.1 On a weekly basis, the Employer will pay each Employee employed on the date this Agreement is initially executed, their current wage rates during the three year term of this Agreement.

	11/1/2024	11/1/2025	11/1/26
Warehouseman	$16.63	$17.13	$17.63
Forklift	$16.78	$17.28	$17.78
Receiving Clerk	$17.09	$17.59	$18.09
Shipping Clerk	$17.09	$17.59	$18.09

Employees beginning their shift between the hours of 4:00 P.M. and 4:00 A.M. shall receive $0.19 per hour above the minimum rate.

Employee shall be paid in the U.S. currency or Employer check on a weekly basis on the same day the Employer issues paychecks to all other personnel employed by the Employer. Employees formally assigned to transfer from a lower paid position to a higher paid position shall receive the higher rate of pay for one hour or more of work under such higher paid classification.

Each employee who is hired – after the date of this Agreement is executed – to replace one of the five Employees in the bargaining unit, shall be paid on the following schedule:

New Hire Rates	11/1/2024	11/1/2025	11/1/26
Warehouseman	$15.63	$16.13	$16.63
Forklift	$15.78	$16.28	$16.78
Receiving Clerk	$16.09	$16.59	$17.09
Shipping Clerk	$16.09	$16.59	$17.09

ARTICLE FOURTEEN – DISCIPLINE AND DISCHARGE

14.1 The Employer shall have the right to discharge any Employee for good cause such as dishonesty or intoxication. The parties agree the Employer will have the right to terminate an Employee immediately for refusing to follow a direct order from the supervisor or management to perform any job duty defined in Article 1.1. The Employer agrees to grant one written warning before discharge for the following reasons: gambling on the job, negligence which does not result in loss of life or serious injury, absence without advising management in advance of at least one half hour before starting time of shift, failure and tardiness or absenteeism that exceeds four (4) such violations in one year or one incidence per each 13 weeks. For other offenses, the Employer will provide a written warning for the first offense, a three day suspension for the second offense and terminate an Employee for the third offense within a six (6) month period of the last disciplinary suspension for a similar offense. All discipline must be in writing to the specific offense and must be given to the Employee within days of the alleged occurrence, if the discipline is not provided within 10 days of the occurrence, then it shall be considered a nullity and shall not be considered for discipline.

14.2 In the case of tardiness or absenteeism, a written warning shall not be issued to any Employee if (a) the Employee notifies the Employer on half (1 ½) hour before his starting time that he will be tardy, (b) the Employee has individual days of unscheduled PTO remaining as defined in Article 16, and (b) the Employer excuses the tardiness.

14.3 If the Shop Steward is at work and available, no Employee shall be discharged for cause and no written notice shall be issued unless the Shop Steward is present at the time of such discharge or issuance of such written notice. If the Shop Steward is not at work and available, the assistant Shop Steward shall be advised of the discharge or notice.

14.4 In addition to the normal grievance process, the Employer will grant a hearing by its designated representatives to the Employee so disciplined upon the request of his duly accredited representatives. If the decision of such hearing is in favor of the Employee, he shall be restored to his duties, with seniority unimpaired, and compensation for all time lost.

ARTICLE FIFTEEN -SENIORITY

15.1 Seniority means the total length of service in years, months and days from the time of last hiring by the Employer. The Employer recognizes the principle that length of satisfactory service should be rewarded by proportionate job security and opportunity for promotion.

15.2 Seniority alone will govern in layoffs, provided the Employee with seniority is capable of fully performing the job. Seniority shall govern in transfers and promotions.

15.3 All openings for classified jobs shall be posted for bidding and shall remain on the bulletin board for a period of 72 hours exclusive of Saturday, Sunday and Monday. The senior Employee who is most qualified Employee, based upon the job description, bidding for said vacancy shall be awarded the job. It is understood and agreed that all job vacancies shall be posted immediately for bidding as they occur.

15.4 If, because of layoff or for any other reason, there is a reduction in the number of available jobs within a classification, or on a shift, or at a location, the bumping principle shall be applied. That is, the Employee or Employees who would adversely be affected because of their seniority will be dropped from the classification, shift, location, as appropriate, and will be permitted to exercise their seniority to obtain a job in another classification, shift or location, as the Employee chooses.

15.5 For purposes of bidding and bumping, seniority means the length of service in years, months and days from the last time the Employee entered the Employee bargaining unit covered by this Agreement.

15.6 It is understood and agreed that bidding will not be held up due to any absence from work.

15.7 In the case of a regular Employee being promoted to a higher paid classification and is determined that he cannot perform the new work any time within a ninety (90) day period from the date of his promotion as required to the satisfaction of the Employer, he shall resume his former classification. The Employee also has the option to return to his former classification within the ninety (90) day period.

15.8 A list of Employees arranged in order of their seniority shall be given to the Union once a year.

15.9 Seniority shall be broken by:

a. Discharge
b. Voluntary quitting
c. Nine months consecutive unemployment due to layoffs or work
d. Failure to report as required by recall
e. Absence because of illness or injury in excess of one (1) year. However, if any Employee is injured on the job, he shall be permitted to return to work up to two years after the injury occurred provided he returns when directed to do so by a physician.
f. Accepting a supervisory position and remaining in that position for at least ninety (90) days. It is understood, however, that the Employee, while in the supervisory position, may not participate in any Union meeting concerning acceptance of an Agreement with the Employer, or participate in any other Union meeting or activity when such participation could be considered to be contrary to the interests of the Employer.

g. Absence from work without advising the Employer for two (2) consecutive full working days unless the Employee provides a written statement acceptable to the Employer, provided that the Employer's acceptance shall not be unreasonably withheld.

15.10 In the event of a layoff and recall, the Employer shall contact the Employee by telephone or certified mail to his last know address. The Employee shall be required to respond and be available for work within 48 hours. The Employee is responsible to keep the Employer advised of his current address and telephone number.

ARTICLE SIXTEEN – PAID TIME OFF

16.1 Each regular Employee within the scope of this Agreement with the following continued length of service with the Employer will have earned and will be entitled to a Paid Time Off (hereinafter referred to as "PTO") as follows:

Length of Service	PTO
0-6 months	0 hours
6-12 months	64 hours
1-2 years	104 hours
2-8 years	144 hours
8-9 years	184 hours

16.2 PTO shall be considered as eligible to be earned after the first year, at the end of each Employee's service year. PTO shall accrue in even increments on a weekly basis.

16.3 A service year shall be any twelve sequential month period of time in which the separate calendar days in which the Employee has worked for the Employer, plus days of permissible absence granted by the Employer equal or exceed two hundred days.

16.4 An Employee may use no more than 80 hours of PTO for unscheduled leave in one day increments. The Employee may not use the 80 hours of PTO for more than a one day increment without a doctor's note submitted in advance to the Employer confirming the need for additional days of PTO. In the event an Employee uses unscheduled leave, the Employee should provide as much notice as possible, but no less than ½ hour before the start of the Employee's shift. All other PTO beyond 80 hours of unscheduled daily PTO must only be taken in full one week increments. The Employee's one week PTO requests must be in writing submitted to the Employer no less than two weeks in advance of the requested leave. The Employee must obtain the Employer's written approval before taking PTO for one week. After taking the 80 hours of unscheduled leave and exhausting the weekly PTO leave noted above, if the Employee has any PTO remaining that totals fewer than 40 hours, the Employee must take that remaining leave together in consecutive days with two weeks advanced written notice only after receiving the Employer's written approval. The Employer has the unilateral right to refuse requests to use PTO (except for the 80 hours of unscheduled leave) to make sure the warehouse is staffed appropriately. Approved PTO requests will be paid the week before Employees are scheduled to go on PTO. PTO will not accrue year to year; however, it may be carried over for a period of three (3) years, subject to a total limit of one (1) years current leave. Any PTO not used withing any twelve-month period will roll over to the next year unless an Employee makes a request for payment. At the end of three (3) years any leave that has one full pay period of the request.

16.5 PTO that accrues during the year in which a discharge for cause occurs shall not be paid to an Employee terminated for proven dishonesty or who is discharged for cause.

ARTICLE SEVENTEEN – LEAVES OF ABSENCE

17.1 The Employer shall grant a reasonable leave of absence without pay to an Employee after one (1) year employment, upon 24 hours written notice, covering an agreed upon period of time, not to exceed 30 days for the following reasons;

(a) Serious illness or death of a family member or a family (husband, wife, mother, father, daughter, son, sister or brother)
(b) Official Union Business

17.2 The Employer may grant other leaves of absence without pay. For example, the Employer recognizes that it may be necessary on some occasions for an Employee to be off for a day or part of a day to take care of personal business. The Employer will authorize such absence when request is made in advance and, if the Employer's opinion, the absence is both justified and will not unduly interfere with the normal operation of the business. Any employee taking time off without prior approval for reason other than an emergency or disability will be absent without authorization and subject to the disciplinary process.

ARTICLE EIGHTEEN – SHIFTS

18.1 The Employer may establish as many shifts as necessary and the starting time of such shifts shall be optional with the Employer. It is agreed, however, that there will be no split shifts.

ARTICLE NINETEEN – NO REDUCTIONS

19.1 No Employee covered by this Agreement shall suffer a reduction in wages or PTO time by a provision in this Agreement, except as specifically agreed to in negotiations.

ARTICLE TWENTY – PROTECTION OF RIGHTS

20.1 It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an Employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any picket line or unions party to this Agreement and including picket lines at the Employer's place of business.

ARTICLE TWENTY-ONE – GRIEVANCE AND ARBITRATION

21.1 It is agreed that should any grievance or dispute that arises between the parties regarding the terms of this Agreement, then such matters must be taken up within ten (10) days of the alleged occurrence by the aggrieved party and must be in writing. If this initial step is not fully complied with, the aggrieved party shall be deemed to have waived whatever rights he or she otherwise would have had under this Grievance and Arbitration proceeding. An attempt will be made by the parties to settle the controversy within fifteen (15) days after receipt of the alleged grievance. If the grievance is not settled within that time, the Employer shall immediately ask the Federal Mediation and Conciliation Service for a mediator who shall commence mediation within ten (10) days of such a request and which shall be attended by the Employee aggrieved, the Shop Steward, the Employees designated representative, the Employer and his designated Representative and the Mediator. If the grievance is not settled by the Mediator within five (5) days from commencement of mediation, then at that time, the Parties shall alternately strike the names from the list. The Employer or the Union shall then immediately contact the Arbitrator and arrange for a hearing at a time agreed to by all parties.

21.2 The decision of the Arbi shall be binding on both parties hereto.

21.3 The expense of the Arbitrator shall be borne equally by the Employer and the Union. To change, modify or add to this Agreement but is strictly limited to the interpretation and application of this Agreement in accordance with the material submitted by the parties for his determination.

ARTICLE TWENTY-TWO – NO STRIKE OR LOCKOUT

22.1 It is agreed that during the term of this contract there shall be no lockout, strike, slow down or stoppage of work.

ARTICLE TWENTY-THREE – HEALTH AND WELFARE

23.1 The Employer agrees to contribute to the Warehouse Employees Local No. 730 Health and Welfare Trust Fund for all hours each Employee works as follows:

November 1, 2024	November 1, 2025	November 1, 2026
$6.00 per hour	$6.00 per hour	$6.00 per hour

23.2 The Employer hereby agrees to become party to the Agreement and Declaration of Trust establishing the said Welfare Fund and to be bound by the terms and provisions of said Agreement.

23.3 It is understood that so long as an Employee is absent from work for any reason for one calendar month or less, or is absent from work for six months or less while on Workmen's Compensation, the Trust Fund will continue to provide that Employee with all the benefits available under the Health and Welfare plan then in effect even though contributions are not made on behalf of the Employee. If the employee is absent from work for a longer period of time, he is required to pay for his own coverage. The Employer will not pay for coverage from the date of the Employee's first day of absence from work. If the Employer erroneously pays for said benefits and the Health and Welfare plan should begin to provide any or all of the coverage hereby guaranteed by the Employer, the Employer's liability shall be reduced accordingly. It is further understood and agreed that the Employer will not contribute to the Health and Welfare plan for an Employee on layoff status.

ARTICLE TWENTY-FOUR – JOB STEWARDS

24.1 The Employer recognizes the rights of the Union designated stewards and alternates. The authority of the stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties activities:

a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
b) The collection of dues when authorized by appropriate local action.
c) The transmission of such message and information which shall originate with and are authorized by the Local Union or its Officers provided such messages and information:
    1) Have been reduced to writing, or
    2) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employers' business.

24.2 Job stewards and alternates have no authority to strike action, or any other action interrupting the Employer's business except as authorized by official action of the Union.

24.3 The Employer recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any authorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop stewards have taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

ARTICLE TWENTY-FIVE – PENSION

25.1 The Union has represented to the Employer that it has in effect a pension plan which has met the requirements of the Internal Revenue Service as a qualified plan and is not inconsistent with any of the terms and conditions of the National Labor Relations Act, as amended, a copy of such pension plan will be attached hereto.

25.2 The Employer agrees to become a party to the Warehouse Employees Union Local No. 730 Pension Trust Fund and in accordance therewith, become subject to the terms, conditions, rules and regulations of said Pension Trust Fund.

25.3 Effective November 1, 2024, the Employer agrees to contribute to said fund, on behalf of each regular Employee covered by this Agreement, $4.44 per hour for each hour such Employee actually works. All of this increase will be applied toward funding sufficiency and not withdrawal liability.

25.4 Effective November 1, 2025, the Employer agrees to contribute to said fund on behalf of each regular Employee covered by this Agreement, $4.66 per hour for each hour such Employee actually works All of this increase will be applied toward funding sufficiency and not withdrawal liability.

25.5 Effective November 1, 2026, the Employer agrees to contribute to said fund on behalf of each regular Employee covered by this Agreement, $4.89 per hour for each hour such Employee actually works. All of this increase will be applied toward funding sufficiency and not withdrawal liability.

ARTICLE TWENTY-SIX – JURY DUTY

26.1 Regular Employees actually summoned and serving on juries will be granted time off when needed for actual jury duty, will receive the difference between their straight time basic weekly pay and the amount received while on jury duty.

Any Employee who is dismissed from such service sufficiently early to enable him to work two (2) hours or more of his scheduled shift shall report to complete his shift.

To receive jury duty pay, an Employee must submit documents to the Employer that are sufficient to show the Employee was summed for jury duty; the Employee attended jury duty; and the times and dates he was on jury duty.

ARTICLE TWENTY-SEVEN – FUNERAL LEAVE

27.1 The Employer agrees that in the event of a death of a parent, spouse, child, or foster child, the Employee shall receive five (5) workdays off with pay to attend the funeral, parent-in-law or brother-in-law or sister-in-law, the Employee shall receive thee (3) days off with pay to attend the funeral. Saturdays, if a normal workday, shall be counted as part of the three (3) days thus provided.

ARTICLE TWENTY-EIGHT – COOPERATION

28.1 The Union and the Employees agree to do all in their power to further the best interests of the Employer during the terms of this Agreement.

ARTICLE TWENTY-NINE – WEARING APPAREL

29.1 The Employer agrees to furnish without costs wearing apparel for those frozen food warehouse Employees, which shall remain the property of the Employer. The frozen food warehouse Employees agree to maintain said apparent in a reasonable manner.

ARTICLE THIRTY – PRE-PAID AID

30.1 The Employer agrees to contribute to the Warehouse Employees Local Union No. 730 and Contributing Companies Pre-Paid Legal Services Fund, or its mutually approved successor, on behalf of each regular Employee on the payroll covered by this Agreement the sum of $2.80 per week for each week the Employee actually works. It is understood and agreed that the Employer will not make a contribution to this fund for an Employee on lay-off status.

ARTICLE THIRTY-ONE – DISCRIMINATION

31.1 The Employer and the Union agree not to discriminate against any individual with respect to hiring compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age (between the years of 40 and 70), nor will they limit, segregate or classify Employees in any way to deprive any individual Employee of employment opportunities because of race, religion, sex, national origin or age (between the yeas of 40 and 70).

ARTICLE THIRTY-TWO – DEMOCRATIC, REPUBLICAN, INDEPENDENT VOTER EDUCATION (DRIVE)

32.1 The Company agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Company of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a weekly basis from

ARTICLE THIRTY-THREE – TENURE

33.1 This Agreement shall continue in effect from November 1, 2024 through November 2, 2027 and from year to year thereafter, unless either party, not less than one hundred twenty (120) days prior to an anniversary date of this Agreement, delivers written notice to the contrary to the other for changes or termination of this Agreement. In the event such party serves notice, in respect of changes or termination of the Agreement, it is mutually agreed that the Employer and the Union shall immediately commence negotiations on the proposed changes or termination and that pending the result of the negotiations neither party shall change the conditions existing under the Agreement.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as legal representatives of both the Employer and the Union.

FOR THE EMPLOYER:

Washington Food & Supply Company

By:

Date: 11-26-2024

FOR THE UNION:

Teamsters Local Union No. 639

By: Joseph R. W. Freem

Date: 11-26-2024

YOU HAVE RIGHTS

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my Steward or union officer be present at the meeting. Without representation, I choose not to answer any questions." (This is my right under a U.S. Supreme Court Decision called Weingarten.)

The right of unionized employees to have a union representative present during investigatory interviews was announced by the U.S. Supreme Court in a 1975 case. These rights have become known as Weingarten Rights.

Employees have Weingarten Rights only during investigatory interviews. An investigatory interview occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct.

If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has the right to request union representation. Management is not required to inform the employee of his/her Weingarten Rights; **it is the employees responsibility to know and request.**

When the employee makes the request for a union representative to be present, management has three options:

1. they can stop questioning until the representative arrives;
2. they can call off the interview or,
3. they can tell the employee that they will call off the interview unless the employee voluntarily gives up his/her rights to a union representative
   (an option the employee should always refuse).

PROTECT YOUR JOB
AND YOUR INTERESTS!

Know your Union and its activities.

Attend Union meetings.

Help your Union to help you by organizing non-union companies

If you leave your job, **protect your membership** by getting a Withdrawal Card from the Union Office.

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www.teamsters639.com