

COLLECTIVE BARGAINING AGREEMENT

between

CANADA DRY POTOMAC CORPORATION

and

TEAMSTERS LOCAL NO. 639

Effective from February 27, 2024

through February 26, 2028

This Agreement by and Local Union No. 639, affiliated with the International Brotherhood of Teamsters, hereinafter known as the "Union" and Canada Dry Potomac Corporation, a beverage distributor in the Metropolitan Washington, D.C. area, known as the "Company".

**WITNESSETH**

That for and in consideration of the mutual promises each to the other made by the parties hereto, it is hereby mutually agreed as follows:

The Company recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours and other conditions of employment, of its Delivery Drivers to include Transport and Bulk, Route Sales personnel, Advance Salesmen, Bulk Salesmen, Warehouse personnel, Vending Repair personnel, Truck Mechanics and Truck Service personnel. This excludes office and clerical workers, managerial and supervisory employees, Quality Control personnel, checkers, guards and officers of the Company. Unit work shall be done by members of the bargaining unit only, except in the case of emergencies, such as absenteeism, lack of quality unit employees, etc.

**SECTION ONE**

**ADVANCE SALESPERSONS. SWING SALESPERSONS. MERCHANDISERS. BULK DELIVERY DRIVERS. DRIVER SALES. DELIVERY DRIVERS AND TRANSPORT DRIVERS**

**ARTICLE 1-WAGES**

Any employee receiving in excess of the previous contractual rate, shall receive the increase set forth in the Final Offer of the Company dated March 30, 2011.

**A. Bonus**

Each full-time, non-probationary employee, on the payroll on the date of the contract ratification shall receive a \$1,000.00 one (1) time lump sum bonus.

**B. Advance Salespersons. Swing Salespersons. Bulk Salespersons. Personnel and Merchandisers**

Compensation for Advance Salespersons shall be as follows:

|                   | <u>2/27/24</u> | <u>2/27/25</u> | <u>2/27/26</u> | <u>2/27/27</u> |
|-------------------|----------------|----------------|----------------|----------------|
| Daily Base        | \$22.00        | \$23.50        | \$25.00        | \$26.50        |
| <u>Commission</u> |                |                |                |                |
| Full Case         | \$0.3850       | \$0.3950       | \$0.405        | \$0.420        |
| Half Case         | \$0.1925       | \$0.2025       | \$0.2075       | \$0.215        |
| Energy Drinks     | \$0.5400       | \$0.5400       | \$0.5400       | \$5400         |

Daily compensation for Swing Salespersons shall be as follows:

|           | 2/27/24 | 2/27/25 | 2/27/26 | 2/27/27 |
|-----------|---------|---------|---------|---------|
| Base Rate | 144.41  | 151.63  | 157.7   | 162.43  |

Hourly compensation for Merchandisers shall be as follows:

|                    | 2/27/24 | 2/27/25 | 2/27/26 | 2/27/27 |
|--------------------|---------|---------|---------|---------|
| Merchandisers      | \$18.00 | \$18.60 | \$19.20 | \$19.90 |
| Lead Merchandisers | \$19.81 | \$20.17 | \$20.77 | \$21.47 |

If an Advance Salesperson sells on any of his days off, the Advance Salesperson shall be paid base pay plus commission, or Merchandiser's pay, whichever is greater. If an Advance Salesperson only merchandises on any of his days off, the Advance Salesperson shall be paid Merchandiser's pay.

Compensation for Bulk Salespersons shall be as follows:

| Bulk Salesperson    | 2/27/24  | 2/27/25  | 2/27/26  | 2/27/27  |
|---------------------|----------|----------|----------|----------|
| Daily Base Pay      | \$45.00  | \$46.50  | \$48.00  | \$49.50  |
| Commission per case | \$0.4025 | \$0.4125 | \$0.4225 | \$0.4325 |

The car allowance for all employees entitled to receive a car allowance shall be as follows:

| 2/27/24  | 2/27/25  | 2/27/26  | 2/27/27  |
|----------|----------|----------|----------|
| \$615.00 | \$630.00 | \$645.00 | \$655.00 |

\*Per mile rate is to be calculated on the same % increase basis as monthly increase.

### **C. Delivery Drivers**

Compensation for Delivery Drivers shall be as follows:

| Delivery Drivers       | 2/27/24      | 2/27/25      | 2/27/26      | 2/27/27      |
|------------------------|--------------|--------------|--------------|--------------|
| Daily Base Pay         | \$45.00      | \$46.00      | \$47.00      | \$48.00      |
| <u>Commission</u>      |              |              |              |              |
| Full Case              | \$0.4975     | \$0.5235     | \$0.5334     | \$0.5534     |
| Half Case              | \$0.2488     | \$0.2618     | \$0.2667     | \$0.2767     |
| Empty Shell<br>Returns | \$0.05/shell | \$0.05/shell | \$0.05/shell | \$0.05/shell |

Effective 2/28/04, commissions payable to Delivery Drivers shall be based solely on cases actually delivered by the affected Delivery Driver. When two (2) full-time drivers go on one truck, the highest seniority driver within the assigned area shall receive commission and base pay and the other driver shall receive swing pay. Regular Delivery Drivers when operating a route shall receive the daily base rate and commission or Swing Driver's pay, whichever is greater.

#### **D. Driver Sales**

Compensation for Driver Sales shall be as follows:

| Driver Sales   | <u>2/27/24</u> | <u>2/28/25</u> | <u>2/26/26</u> | <u>2/25/27</u> |
|----------------|----------------|----------------|----------------|----------------|
| Daily Base Pay | \$45.00        | \$46.00        | \$47.00        | \$48.00        |
| Commission     | \$.5725        | \$0.5725       | \$0.5725       | \$0.5725       |

Delivery drivers who are selected by the Company, at the Company's discretion, to train and mentor newly hired delivery drivers ("Trainer-Mentor") shall receive \$25.00 per day for which they conduct the training of newly hired delivery drivers. If a newly hired delivery driver remains employed by the Company for six consecutive months without any lost time, the Trainer-Mentor shall receive a one-time lump sum bonus of \$100.00. If a newly hired delivery driver remains employed by the Company for one consecutive year without any lost time, the Trainer-Mentor shall receive a one-time lump sum bonus of \$200.00.

#### **E. Swing Delivery Drivers**

Compensation for Swing Delivery Drivers shall be as follows:

| Swing Delivery Drivers             | <u>2/27/24</u> | <u>2/27/25</u> | <u>2/27/26</u> | <u>2/27/27</u> |
|------------------------------------|----------------|----------------|----------------|----------------|
| Daily Base Pay with CDL License    | \$136.60       | \$141.40       | \$146.40       | \$151.40       |
| Daily Base Pay without CDL License | \$131.60       | \$136.40       | \$141.20       | \$146.80       |

These rates shall apply when the Swing Delivery Driver is not operating a route. When operating a route, he is to be paid the regular Delivery Driver's base rate and commission, or Swing Delivery Driver's pay, whichever is greater.

#### **F. Transport Drivers and Bulk Delivery Drivers**

The Company previously agreed to change the Tractor Trailer Driver title to "Transport Driver: in order to make a distinction from Bulk Delivery Drivers. Changing the title to Transport Driver will, however, not have any effect on the Company's current practice of utilization of Transport Driver. (Example: Deliveries to all Company warehouses and customers including Third Party, Bulk, and Distributors). In addition, the Company shall have the right category, but only if all the employees in the other category who are than available to work, are so working.

Compensation for Transport Drivers shall be as follows:

| Transport Driver | <u>2/27/24</u> | <u>2/28/25</u> | <u>2/26/26</u> | <u>2/26/27</u> |
|------------------|----------------|----------------|----------------|----------------|
| Hourly Pay       | \$26.00        | \$26.80        | \$27.50        | \$28.30        |

Transport Drivers with less than six (6) months experience with the Company shall be paid ten percent (10%) less than the prevailing rate for the first six (6) months of employment with the Company. Thereafter, Transport Drivers shall be paid the prevailing rate.

On Saturday or Sunday runs, the Senior Transport Driver shall have the first choice. Previous experience shall be counted for purposes of this provision if any employee transfers from another operation of the Company to the operations of the Company covered by this Agreement, within thirty (30) days of leaving the other such operation.

Compensation for Bulk Delivery Drivers shall be as follows:

|                         | 2/27/2024           | 2/27/2025        | 2/27/2026        | 2/27/2027        |
|-------------------------|---------------------|------------------|------------------|------------------|
| Bulk Drivers<br>CDL A   | \$25.00 per<br>hour | \$25.60 per hour | \$26.20 per hour | \$26.90 per hour |
| Bulk Drivers<br>CDL B   | \$25.50 per<br>hour | \$26.10 per hour | \$26.70 per hour | \$27.40 per hour |
| Bulk Drivers<br>Non-CDL | \$26.00 per<br>hour | \$26.80 per hour | \$27.50 per hour | \$28.30 per hour |

For B and C deliveries in the Bulk Delivery system, the Company shall recognize that the first Bulk Delivery Driver back from his A run will be allowed to take out B and C loads.

#### **G. Hybrid Delivery Drivers**

The Company shall have the right during the term of this Agreement to implement a Hybrid Delivery Driver System. "Hybrid Delivery Drivers" shall be defined as delivery drivers who service both large and small format accounts, who utilize vehicles with trailers and lift gates and who may require a "Class A" license. Compensation for Hybrid Delivery Drivers shall be as follows:

|                       | <u>2/27/24</u> | <u>2/27/25</u> | <u>2/27/26</u> | <u>2/27/27</u> |
|-----------------------|----------------|----------------|----------------|----------------|
| Daily base pay        | \$65.00        | \$66.00        | \$67.00        | \$68.00        |
| Commission            | \$0.28         | \$0.29         | \$0.30         | \$0.31         |
| Empty<br>Shell Return | \$0.05         | \$0.05         | \$0.05         | \$0.05         |

Upon the Company's implementation of a Hybrid Delivery Driver System, for a period of one year after the implementation, any driver who had successfully bid a Hybrid Delivery Driver route shall be guaranteed no less than the wages earned over the previous year. This guarantee will only become effective provided that a) the same number of days or more are worked in the year after the driver successfully bids the Hybrid Delivery Driver route as the driver had worked in the previous twelve month period and b) the driver works a minimum of six months after the implementation as a Hybrid Delivery Driver.

## **ARTICLE II—WORKWEEK**

### **Advance Salespersons:**

Advance Salespersons' workweek shall consist of five (5) days which need not be consecutive. However, at no time shall Saturday and Sunday ~~work~~ both be a part of any Advance Sales Persons regular schedule.

With the exception of the weekend before Christmas and the weekend after Christmas, which shall be considered mandatory work days, work required on an advance salespersons' scheduled day off, will be offered on a voluntary basis. A voluntary worksheet will be posted at least forty-eight (48) hours prior to each day where work is needed and will specify the classification(s) needed. Employees volunteering, will be selected within the classification needed and by seniority. If there are an insufficient number of volunteers, the Company shall have the right to require employees in the classification needed to work. In such a case, the Company shall make the selection using inverse seniority order, where feasible. However, the Company shall not require any of the thirteen (13) most senior Advance Salespersons to work as merchandisers on any of their days off, more often than once a month, and in no event during a three (3) day holiday weekend. The Company may only switch the workweek for an Advance Salesperson, two (2) times in a calendar year, with at least two (2) weeks advance notice.

### **Bulk Salespersons:**

Bulk Salespersons' workweek shall consist of five (5) day workweek, not necessarily consecutive, within a Monday through Sunday workweek, but in no event shall their workweek include both Saturday and Sunday.

### **Merchandisers:**

Merchandisers shall be used primarily to merchandise accounts. The workweek for full-time Merchandisers shall consist of five (5) days, not necessarily consecutive, within a Monday through Sunday workweek and subject to the terms and conditions of this Agreement with regard to seniority and in-place bidding practices, if any. Full-time Merchandisers will be furnished with a five (5) day schedule of days to be worked in the following week, before the commencement of that week; additional days (if required) will be offered in order of seniority and then, mandated in inverse order of seniority.

Effective March 27, 2024, Company shall be permitted to hire part-time Merchandisers on an as-needed basis. Part-time Merchandisers shall be members of the bargaining unit and shall be eligible for full-time Merchandiser vacancies in order of seniority. The Company agrees and acknowledges that all vacancies shall be posted on the Company's human resources information system. All Merchandisers bidding on vacancies must come into the facility to sign the bid sheet. The workweek for part-time Merchandisers shall consist of not more than twenty-nine (29) hours per week. The part-time Merchandisers' workweek shall be posted for the part-time Merchandisers to bid on prior to the end of their current workweek. Part-time Merchandisers will be furnished a schedule of days to be worked in the following week, before the commencement of that week.

Part-time Merchandisers shall only be utilized if no full-time Merchandisers are laid off and shall accrue seniority only with regard to other part-time Merchandisers. Company agrees to notify the Union of any anticipated layoffs of full-time merchandisers. At no time shall Company employ more than the number of part-time Merchandisers noted below:

- (a) Landover, MD: five (5) part-time Merchandisers
- (b) Springfield, VA: three (3) part-time Merchandisers

In the event that Merchandiser staffing falls below 30 in Landover and 18 in Springfield then the Union shall have the right to request to reopen the contract for the sole purpose of bargaining over the above limits on part-time Merchandisers.

### **Swing Salespersons:**

Swing Sales persons workweek shall consist of five (5) consecutive days, Monday through Friday, unless running an Advanced Salesperson's or Bulk Salesperson's route, in which event the Swing Salesperson shall work the workweek that the route is scheduled.

### **Flex Workweek for Bulk/Transport, Swing, and Hybrid Delivery Drivers:**

Monday through Saturday-Consecutive 5-8 hour days, except in the case of transport drivers which shall be Sunday through Saturday- Consecutive 5-8 hour days. When work is performed on the 6<sup>th</sup> day, it shall be paid at 1.5 times the prevailing rate. Work performed on the 7<sup>th</sup> day shall be paid at 2 times the prevailing rate.

Consecutive 4-10 hour days. When work is performed on the 5<sup>th</sup> and/or the 6<sup>th</sup> day it shall be paid at 1.5 times the prevailing rate. Work performed on the 7<sup>th</sup> day shall be paid at 2 times the prevailing rate.

Schedules shall be posted two weeks in advance and will be bid at that time on a seniority basis or assigned in the inverse order of seniority.

### **Work Schedule-Tuesday through Saturday**

Swing Drivers & Bulk Delivery Drivers may bid on the Work Schedule-Tuesday through Saturday when offered as follows:

| Contract | Swing Drivers* | Bulk Drivers* |
|----------|----------------|---------------|
| 1st      | 2              | 2             |
| 2nd      | 3              | 2             |
| 3rd      | 4              | 3             |

\*The Company will only be obligated to offer Tuesday through Saturday work based on delivery

needs. Swing Driver in years 1, 2, and 3 are meant to be the maximum number of drivers offered Tuesday through Saturday work. If the Company requires less than the maximum number of Swing or Bulk Drivers, the ratio of Swing Drivers to Bulk Drivers will remain the same.

If the Tuesday through Saturday bid is not filled by Bulk Drivers, the open positions will be offered to Swing Drivers in seniority order. If the combination of Swing Drivers and Bulk Drivers is not satisfied in the bid process, the Company will fill the open positions using Swing Drivers in inverse seniority order. Swing Drivers will not be used on Transport Work on Saturday.

The workweek for the following classifications shall consist of five (5) consecutive days Monday through Friday:

Delivery Drivers  
Driver Sales

#### **Starting Times:**

The Starting time windows for the below listed categories, shall be as follows:

| <b>Drivers</b>                          | <b>Starting Windows</b>                                                                                |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------|
| Bulk/3 <sup>rd</sup><br>Party/Transport | 2:00am, 2:30am, 3:00am, 3:30 am, 4:00am, 4:30am, 5:00am, 5:30am, & 6:00am                              |
| Conventional                            | 4:30am, 4:45am, 5:00am, 5:15am, 5:30am, 5:45am, 6:00am, 6:15am, 6:30am, 6:45am, 7:00am, 7:15am, 7:30am |

| <b>Salespersons</b> | <b>Starting Windows</b>                                  |
|---------------------|----------------------------------------------------------|
| Bulk                | 3:00am, 3:30am, 4:00am, 4:30am, 5:00am, 5:30am, & 6:00am |
| Conventional        | 5:00am, 6:00am, & 7:00am                                 |

Notwithstanding anything contrary provided herein, the Employer shall have the right to implement a night-time delivery operation and modify the work schedules of the number of employees necessary for a night-time delivery operation. The start times for those employees shall be between the hours of 9:00 p.m. and 2:00 a.m. as determined by the Employer. Employees assigned to the night-time delivery operation shall receive one week's notice of such assignment. Employees shall be entitled to bid in seniority order for the night-time delivery operation; if insufficient numbers of employees bid on the available schedules, the work schedules shall be assigned by the Employer in reverse seniority order. Bulk Delivery Drivers assigned to the night-time delivery operation shall receive an additional \$.50 per hour for all hours actually worked during the night-time delivery operation. Hybrid Delivery Drivers assigned to the night-time delivery operation shall receive an additional \$4.00 per shift for any shift actually worked during the night-time delivery operation.

#### **ARTICLE III-ROUTE CUT**

In the event a route is cut during the term of this Agreement, the effected employee shall receive the average of his sixteen (16) weeks pay preceding the cutting of the route, weekly, for eight (8) weeks following the route cut. Route cuts are to include Advance Salespersons, Bulk Salespersons, Driver Salespersons.

In cases of switching accounts from Conventional Sales accounts to Bulk Sales accounts, the effected sales route will be adjusted.

#### **ARTICLE IV-SALES MEETINGS**

All sales meetings shall be held during the working hours unless otherwise mutually agreed between the Company and the Union. Normally, there will be no more than one sales meeting per week unless mutually agreed upon between the Company and the Union. Notices for off-site meetings shall be posted at least seven (7) days prior to such meeting.

#### **ARTICLE V-RETURN OF EMPTIES**

It shall be the employee's responsibility to return all empty bottles and cases to the plant and to encourage cooperation on the part of his customers. Any failure to cooperate and to return such merchandise shall be grounds for dismissal. This is not to be construed so as to force employees to go out just to pick up empties.

#### **ARTICLE VI-SURETY BOND**

When a surety bond is required, the expense of same shall be borne by the Company. All accident insurance premiums shall be borne by the Company. There shall be no cash bond required of the employees, except with consent of the Union.

#### **ARTICLE VII-BREAKAGE**

All replacement and breakage given to customers on the route, will be refunded to the salesperson by the Company, provided he returns the full bottle or neck with the unopened cap.

#### **ARTICLE VIII-ACCIDENTS AND DAMAGES**

No employee shall be dismissed for, or forced to bear the expense of, any accident or damage to the Company's property unless a careful and impartial investigation by the safety committee, consisting of three (3) management (one of whom shall be the Company's chief human resources person) and two (2) rank and file members (one of whom shall possess a CDL Class A or B license, and the other of whom shall be an inside warehouse or employee who is a certified forklift operator), show that the accident or damage was caused by the gross negligence of the employee.

The safety committee will also determine if an employee is "at fault" in an accident. If the employee is at fault, the accident will be chargeable to the employee. On the first chargeable accident in any one (1) year period, the employee shall be issued a written warning and the one (1) day suspension without pay. On the second chargeable accident in any one (1) year period, the employee shall be issued a written warning and a three (3) day suspension without pay. Such employee will also be required to sign up for and complete a Driver's Rehabilitation Program sponsored by the Department of Motor

Vehicles for Virginia, or the District of Columbia or by the National Safety Council of Maryland. On the third chargeable accident in a one (1) year period, the employee will be dismissed.

Backing accidents are generally considered chargeable accidents, except that an employee having two backing accidents in any one (1) year period will be dismissed immediately.

An employee accumulating two (2) chargeable accidents in any one (1) year period and then having two (2) chargeable accidents in the following year will be dismissed.

Failure to report an accident at the end of the work day, in writing to the Company, will result in the

employee's dismissal. Employees are required to telephone the Company's immediately in the event of an accident involving bodily injury, fatality, or significant property damage. Failure to do so will result in the employee's dismissal.

At any safety committee hearing/investigation to determine if an employee is "at fault" in an accident, the affected employee shall be offered the opportunity to appear and present his version/evidence with respect to the accident. Any determination as to "gross negligence" shall be made by the management members of the safety committee. The rank and file members of the safety committee shall not participate in such determination.

#### **ARTICLE IX-TURN IN TIME**

When a driver has completed his or her assignment for any particular day to the satisfaction of the Company, he or she shall be permitted to turn in regardless of the time of day except that, in the event that the Company determines that there is a customer need, any present and available driver may be required by the Company to take out an additional order assigned in inverse order of seniority.

#### **ARTICLE X -PARKING VIOLATIONS**

- (a) The Company shall be responsible for payment of fines resulting from "no parking zone" violations that occur during A.M. rush hour (6:30am-9:20am) and P.M. rush hours (4:00pm- 6:00pm), provided that the violations occur during the normal course of making deliveries with route trucks.
- (b) In cases of double parking violations, the Company will retain the services of an adjudication consultant who will seek to dismiss or reduce the double parking fines. If a double parking violation occurs during the normal course of making deliveries with route trucks, the Company shall be responsible for one-half (1/2) the net fine and the employee shall be responsible for one-half (1/2) of the net fine.
- (c) Fines resulting from all other parking and traffic violations shall be the employee's responsibility.
- (d) All parking tickets must be turned in immediately to management. Management will issue the employee a receipt for same.
- (e) All fines or portions of fines that are the employee's responsibility will be paid for directly by the Company. The amount of the fine or the portions of the fine that is the employee's responsibility will be deducted from the employee's next payroll check and reimbursed to the Company.
- (f) If a parking ticket is not promptly turned into Management, the employee will be responsible for the amount of the fine plus any late charges or penalty incurred.

#### **ARTICLE XI-VEHICLE INSURANCE/POINT SYSTEM**

- A.** The parties agree to meet and discuss the subject of requiring all salesperson and merchandisers to maintain additional liability insurance for personal vehicles used on Company business.
- B.** All salespersons and merchandisers are required to adhere to the Company's driver's license point qualification policy. The following rules will apply only during the initial driving record screening for salespersons and merchandisers. If any such employee has more than four (4) but less than seven (7) points, he will be required to complete a safe driving course and obtain a reduction of points to an acceptable level where feasible. If any such employee has seven (7) or more points, he will be required not only to complete a safe driving course and obtain a reduction of points to an acceptable level where feasible, but also to obtain at his expense, liability insurance in the amount of \$500,000 on his personal vehicle used on Company business. The employee will not be required to maintain this liability insurance, however, when the points incurred are reduced below seven (7). After the initial driving record screening, salespersons and merchandisers will be subject to the rules and penalties specified by the Company's policy.

## **ARTICLE XII-CHANGES IN CASES**

Presently, negotiated sales commission rates are based on the following case sizes: Twenty-

four (24) 12 ounce cans per case

Twenty-four (24) 10 ounce bottles per case Twenty-

four (24) 16 ounce bottles per case Twelve (12) one-

liter bottles per case Eight (8) two-liter bottles per

case

Twenty-four (24) 20 ounce bottles per case

Six (6) two liter Orangina bottles per case or any other six (6) bottles per cases purchased from the outside sources

If the Company decides to reduce the number of bottles or cans in a case, commission rates will be reduced proportionately. If the Company decides to increase the number of bottles or cans in a case, commission rates will be increased proportionately.

## **ARTICLE XIII-EXPENSES**

The Company agrees to reimburse a Salesperson for his reimbursable expenses, within five (5) working days after the Company approves the Expense Statement submitted by the Salesperson.

## **ARTICLE XIV-TECHNOLOGY**

The Company shall further have the right to implement and utilize technology to operate its business and shall have the right to require that its employees utilize such technology. The Company's rights in this paragraph include, but are not limited to, a) the right to require an employee to report the time he begins to work at the start of the day, and the time he finishes his work at the completion of the day by using the Company provided remote electronic device (i.e. mobile smart phone or tablet) and b) the right to require an employee to receive work assignments, execute work assignments, report work assignment status and record mileage via the Company provided remote electronic device (i.e. mobile smart phone or tablet).

## **SECTION TWO**

### **WAREHOUSE, VENDING, MECHANICS AND INSTALLATION EMPLOYEES**

## **ARTICLE I-WAGES**

### **A. SCHEDULE OF COMPENSATION**

Employees working in the classifications set forth herein below, shall receive the below listed minimum rates of pay. Any employees in excess of the rates hereafter set forth, shall receive the increases set forth in the Final Offer of the Company, dated March 30, 2011

Hourly rates for hourly rated employees and all newly hired employees shall be:

|  |           |           |           |           |
|--|-----------|-----------|-----------|-----------|
|  | 2/27/2024 | 2/27/2025 | 2/27/2026 | 2/27/2027 |
|--|-----------|-----------|-----------|-----------|

|                         |         |         |         |         |
|-------------------------|---------|---------|---------|---------|
| Lead Forklift Operator  | \$22.50 | \$23.10 | \$23.70 | \$24.40 |
| Forklift Operator       | \$21.50 | \$22.10 | \$22.70 | \$23.40 |
| Warehouse General       | \$19.50 | \$20.10 | \$20.70 | \$21.40 |
| Vending Technician      | \$23.50 | \$24.10 | \$24.60 | \$25.30 |
| Vending Delivery Driver | \$23.00 | \$23.60 | \$24.10 | \$24.80 |
| Vending General         | \$19.00 | \$19.60 | \$20.10 | \$20.80 |

\*Forklift pay shall be paid only for shifts in which the effected employee is assigned to and actually operates a forklift. If an employee is required to operate a forklift, he shall receive forklift pay for all hours worked that day if he operates the forklift for more than three (3) hours that day. If an employee operates a forklift for three (3) hours per day, for three (3) days per week, for four (4) consecutive weeks, that employee shall be deemed a forklift operator.

Effective 2/28/04, the Company shall pay any employee asked to perform "jockey" duties, fifty (\$.50) cents above his then regular hourly rate for all hours worked by him on any day that he actually performs such "jockey" duties, except that no such pay needs to be made to a Transport/Bulk Driver inasmuch as such "jockey" work is considered part of the normal duties he may be called upon to perform. In addition, the Company shall designate at least one (1) person as the designated "jockey" and he shall receive the additional fifty (\$.50) cents as part of his rate, so long as he is the designated "Jockey".

#### **B. New Hired Employees Hourly Rated Wages**

New employees shall be paid 80% of the base rate for their respective classifications for the first six (6) months of employment, 90% of the base rate for their classification for the next six (6) months of employment and thereafter the full base rate for their classification. Previous employment shall be counted for purposes of this provision if an employee transfers from another location of the Company to the operations of the Company covered by this Agreement within thirty (30) days of leaving the other such operation.

Merit increases may be given by the Company during the term of this Agreement to any employee but no such merit increase shall be deemed to eliminate, defer, or act as credit against the next scheduled across-the-board increase to which such employee would be otherwise entitled to receive. Across-the-board wage increases shall not be deemed to include increases given to a new employee to bring such employee to the full contractual rate. Nothing herein shall be deemed to prohibit the Company from hiring a new employee at a rate in excess of the then classification rate for his classification in the event of the Company shall not be able to find an acceptable employee at the then classification rate.

#### **C. Night Truck Loaders Only**

The Company may hire part-time night truck loaders. Those employees who work on a part-time basis must agree to part-time employment before hiring and no employees will be required to take part-time work if he is already employed full-time.

Part-time employees must join the Union as heretofore set forth and will receive all the benefits of the contract, except for Health and Welfare and Pension.

Part-time employees will be guaranteed twenty (20) hours per week and with the understanding that the number of part-time employees will not exceed fifty (50%) per cent of the night truck loaders.

#### **D. Garage Employees**

Employees working in the classification set forth below shall receive the following minimum rates of pay.

| Garage Employees      | 2/27/24 | 2/27/25 | 2/27/26 | 2/27/27 |
|-----------------------|---------|---------|---------|---------|
| Lead Fleet Mechanic   | \$32.41 | \$34.51 | \$35.11 | \$35.81 |
| Truck/Fleet Mechanics | \$32.01 | \$32.61 | \$33.21 | \$33.91 |

The Company shall have the right to create a Mechanic's Apprentice position. The Mechanic's Apprentice shall be required to meet minimum qualifications established by the Company to achieve the Mechanic position. A Mechanic's Apprentice who fails to meet the minimum qualifications established by the Company for the Mechanic position within one year shall be subject to termination by the Company.

#### **E. Training**

Training Effective 2/28/04, if the Company requires any certification of Vending Techs or ASE certification training of truck mechanics, it will reimburse the affected employees for the cost of such training, provided the affected employee successfully completes the training.

#### **F. Bonus**

Any employee receiving in excess of the previous contractual rate shall receive the increases set forth in the Final Offer of the Company dated February 27, 2015.

#### **G. Night Shift**

Employees shall receive a night shift differential of twenty (\$.20) per hour in addition to their regular rate of pay for all hours worked on that shift, provided such shift starts between 12:00 noon and 2:00 a.m.

### **ARTICLE II—WORKWEEK**

#### **A. HOURLY EMPLOYEES**

All hourly employees who actually work on each day of the regular workweek shall be guaranteed the availability of forty (40) hours of work on a weekly basis, Monday through Friday, or Sunday through Thursday. Saturday work shall be offered on a voluntary basis. A volunteer Saturday worksheet will be posted at least forty-eight (48) hours prior to each Saturday where work is needed and will specify the classifications needed. If circumstances prevent Friday work from being completed, however, the Company may post the Saturday worksheet and attempt to secure volunteers without regard to the forty-eight (48) hour period. Employees volunteering will be selected within the classifications needed and by seniority. If there are an insufficient number of volunteers for Saturday work, the Company shall have the right to require employees in the classifications needed to work Saturday. In such a case, the Company shall make the selection using inverse seniority order where feasible.

An hourly rated employee who is scheduled to work on a day within his workweek and who reports to work, shall be guaranteed a minimum of eight (8) hours work or eight (8) hours pay for that day, unless said employee leaves work voluntarily or eight (8) hours work is not available because of act of God or other conditions beyond the control of the Company.

All hours worked over forty (40) hours in a five (5) day workweek shall be paid for at the rate of one and one half (1 ½) times the regular rate of pay.

All Saturday work for employees on a Monday through Friday schedule, or work on the sixth (6<sup>th</sup>) consecutive work day, shall be paid for at the rate of one and one half (1 ½) times the regular rate of pay for all hours worked.

All Sunday work for employees on a Monday through Friday schedule, or work on the seventh (7<sup>th</sup>) consecutive work day, shall be paid at the rate and two (2) times the regular rate of pay for all hours worked.

With respect to hourly-rated employees, a workweek in which a holiday is celebrated on a week day (Monday through Friday or Sunday through Thursday) shall consist of thirty-two (32) hours, and overtime pay shall be paid for all hours actually worked after thirty-two (32) in such holiday week. For purposes of computing overtime, the hours on the holiday shall not be counted as hours worked, unless the employee actually worked such hours.

## **B. FLEX WORKWEEK FOR HOURLY EMPLOYEES**

All hourly employees who actually work on each day of the regular workweek shall be guaranteed the availability of forty (40) hours of work on a weekly basis. The standard workweek may be either (i) five (5) eight hour days or (ii) four (4) ten hour days (provided each employee receives at least two consecutive days off). When the Company wishes to change the standard workweek, two (2) weeks' notice will be given. The workweek (payroll week) will be Sunday through Saturday.

The Company may require overtime. The Company shall be required to give one (1) hour of notice before the commencement of the required overtime. Such overtime shall be offered to the most senior qualified employees of the department scheduled to work. If an insufficient number of qualified employees volunteer, the Company shall have the right to require qualified employees in the department to work. In such a case, the Company shall make the selection using inverse seniority order, where feasible.

Employees who are scheduled to work on a day in their workweek and who report to work, shall be guaranteed a minimum of eight (8) hours work or eight (8) hours pay (10 hours, if applicable) for that day, unless said employees leave work voluntarily, or eight (8) hour work (10 hours, if applicable) is not available because of Acts of God or other conditions beyond the control of the Company.

All hours worked over forty (40) shall be paid at the rate of one and one half (1 ½) times the regular rate of pay.

In a five (5) day workweek, work on the sixth (6<sup>th</sup>) work day shall be paid for at the rate of one and one half (1 ½) times the regular rate of pay for all hours worked, and work on a seventh (7<sup>th</sup>) work day shall be paid for at the rate of two (2) times the regular rate of pay for all hours worked. In a four day workweek, work on the fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) work days shall be paid for at the rate of one and one half

(1 ½) times the regular rate of pay for all hours worked, and work on the seventh (7<sup>th</sup>) consecutive work day shall be paid for at the rate of two (2) times the regular rate of pay for all hours worked. With respect to such hourly rated employees, a workweek in which a holiday is celebrated on a scheduled work day shall consist of thirty-two (32) hours and overtime pay shall be paid for all hours actually worked after thirty-two (32) in such a holiday week. For purposes of computing overtime, the hours on the holiday shall not be counted as hours worked unless the employee actually works such hours.

It is agreed that no employee shall have both Saturday and Sunday as part of their regular workweek.

## **C. FLEX WORKWEEK FOR OTHER HOURLY EMPLOYEES**

Monday through Saturday-Consecutive 5-8 hour days. When work is performed on the 6<sup>th</sup> day it shall be paid at 1.5 times the prevailing rate. Work performed on the 7<sup>th</sup> day shall be paid at 2 times the prevailing rate.

Consecutive 4-10 hour days. When work is performed on the 5<sup>th</sup> and/or the 6<sup>th</sup> day, it shall be paid at 1.5 times the prevailing rate. Work performed on the 7<sup>th</sup> day shall be paid at 2 times the prevailing rate.

Schedules shall be posted two weeks in advance and will be bid at that time on a seniority basis or assigned in the inverse order of seniority.

Warehouse General Warehouse  
Forklift Garage-Fleet Mechanics  
Vending

- D.** Each employee covered by this Agreement shall have no less than eight (8) hours off between shifts.

### **SECTION THREE GENERAL PROVISION**

#### **ARTICLE I—UNION MEMBERSHIP**

- A.** All present employees covered by this agreement, who are now members of the Union in good standing in accordance with its Constitution and By-Laws, shall, as a condition of employment maintain their membership in the Union in good standing for the duration of this Agreement.
- B.** New employees shall, within thirty (30) days from the date of their employment, make application for membership in the Union and shall become members thereof not later than thirty (30) days after the date of their employment.

#### **ARTICLE II-SHOP STEWARD**

The Union may appoint from among the employees, Shop Stewards for each department. The duties of the Shop Steward shall not conflict in any way with his duties as an employee. Shop Stewards shall be notified of all new hires within ten (10) days of the hiring date.

#### **ARTICLE III-CHECK OFF**

The Company agrees to deduct from the pay of each employee who has executed a proper and legal written authorization therefore, the dues, initiation fees, credit union, assessments and contributions to DRIVE, owed by such employee to the Union. Such deductions shall be made the following receipt by the Company of a proper and legal authorization, and shall be promptly remitted monthly to the properly designated representative of the Union. Credit union deductions will be deducted weekly and remitted to the Union weekly. As soon as it reasonably practicable after the Company has the electronic capability to do so, it shall provide a "direct deposit" service to those of its Credit Union member employees, who request in writing, a direct deposit of their checks.

#### **ARTICLE IV-VACATIONS**

All employees with one (1) year of continuous service with the Company shall receive one (1) weeks' vacation with pay; employees with two (2) years or more of continuous service shall receive two (2) weeks' vacation with pay; employees with six (6) years or more of continuous service shall receive three (3) weeks' vacation with pay; employees with twelve (12) or more years of continuous service shall receive four (4) weeks' vacation with pay; employees with eighteen (18) or more of continuous service shall receive five (5) weeks' vacation with pay. After the third year of employment, the employee's vacation entitlement shall be measured from January 1<sup>st</sup> in each year so that in subsequent years employees with three (3) or more years of continuous service shall be entitled to the vacation provided for in this Article, effective the first day of January in that year. Said vacations shall be by seniority on a year-round basis, but may be split by agreement between the Company and the employee. The Company shall post vacations schedules between January 1 and February 15 each year, which schedules shall be honored on a seniority basis.

Effective 2/28/04, the posting of vacation schedules shall encompass all vacation weeks and any acceptable change of the same by an employee, shall include all the vacation weeks substituted therefore.

Employees who are terminated without cause shall be entitled to compensation for vacations accrued on a pro-rated basis but not taken, provided however, that employees who are discharged for dishonesty, drinking or who quit without giving two (2) weeks' notice, shall not be entitled to any accrued vacation pay at discharge or termination. No vacation pay shall be due any employee who has been with the Company for less than six (6) months. This paragraph does not in any way qualify the Company's right to discharge or terminate.

In order of departmental seniority, an employee may bid all or part of his vacation. If he bids only part, then he shall move to the bottom of the seniority list for the remainder of this vacation or any subsequent part thereof. Vacations may be taken one (1) day at a time if mutually agreed between the Company and the employee.

Weekly vacation pay shall be calculated on the basis of "W2" (exclusive of sick pay) divided by actual weeks worked in the preceding calendar year.

In the event the Company closes its operation as a result of inclement weather or other emergency conditions, and the employees are notified not to report to work, the Company shall allow each employee, if he so desired, to use (and charge) such day as vacation (or personal) day (to the extent such employee then has vacation [or personal] days remaining).

Beginning in 2008, employees will not be allowed to use vacation time to cover sick days during the following holiday weeks: Christmas, New Year's, Thanksgiving and July 4<sup>th</sup>.

Effective January 1, 2008, an employee entitled to the following number of vacation weeks, shall not take more than the following number of vacation weeks during the May 1 through September 15 period.

| <u>WEEKS EARNED</u> | <u>WEEKS ALLOWED DURING MAY 1-SEPTEMBER 15</u> |
|---------------------|------------------------------------------------|
| 5                   | 3                                              |
| 4                   | 2                                              |
| 3                   | 1                                              |
| 2                   | 1                                              |
| 1                   | 1                                              |

## **ARTICLE V-GRIEVANCES**

A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute concerning the meaning and/or interpretation of this Agreement; provided, however, that a discharge within the first three (3) months of employment shall not be subject to the grievance procedures of this Agreement. Disciplinary notices shall be effective for twelve (12) months following the notice; disciplinary notices which provide for suspension shall be effective for eighteen (18) months following the suspension.

Any grievance arising between the Company and the Union or an employee represented by the Union, shall be settled in the following manner:

**Step 1.** The aggrieved employee or employees must present the grievance to the Shop Steward within five (5) working days after the reason for the grievance has occurred, except no time limit shall apply in case of a violation of the wage provisions of this Agreement. If a satisfactory settlement is not effected with the foreman within three (3) working days, the Shop Steward and employee shall submit such grievance in writing to the Union's Business Representative and the Company within ten (10) working days after the reason for the grievance has occurred.

**Step 2.** The Business Representative shall then take the matter up with a representative of the Company with authority to act upon such grievance. A decision must be made within five (5) working days.

In the event they are unable to agree, the matter shall be referred to the Federal Mediation and Conciliation Service within 20 days thereafter. After the Service submits a list of Arbitrators to the Union and the Company, they shall reply with their preferred selections no later than five (5) days after receipt of such list. The list of Arbitrators to select from shall only include Arbitrators who are members of the National Academy of Arbitrators. The expense of the Arbitrator selected or appointed, shall be borne equally by the Company and the Union.

The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement.

Both parties agree to accept the decision of the Arbitrator as final and binding.

## **ARTICLE VI-MANAGEMENT RIGHTS**

The Company shall have full and exclusive right to manage its business, including the right to direct its working force, to plan, direct and control all business operations, to schedule overtime, to hire, suspend or discharge for just cause, and to promote, demote, or transfer on the basis of seniority, ability, skill and performance and to lay off employees because of lack of work or for other business reasons.

The foregoing enumeration of the Company's rights shall not be deemed to exclude its other preexisting rights which do not conflict with the provisions of this Agreement, and nothing in this paragraph shall be deemed to limit the Company in the exercise of customary and recognized functions and prerogatives of management. The Company's right shall not be exercised for the purpose of discrimination against any member of the Union account of such membership or in any manner which will conflict with the express terms of this Agreement. Notwithstanding the above, loading and pick sheets shall be distributed in a reasonable and non-discriminatory manner.

## **ARTICLE VII-STRIKES AND LOCKOUTS**

During the term of this Agreement, there shall be no lock out by the Company, nor shall any employee or the Union participate in, engage in or encourage any strike or other direct or indirect forms of pressure upon the Company. Activities prohibited by the preceding sentence include but not shall be limited to stoppages or slowdowns of work, walkouts, jurisdictional disputes, secondary boycotts, sympathy strikes, sit-ins, political strikes, handbiling, wildcating, strikes relating to third parties or any other interferences with the operation of the Company.

The Union agrees that whenever requested, it will engage in affirmative action to prevent and halt activities prohibited by this no strike agreement; it being specifically understood and agreed that the Company during the first twenty-four (24) hour period of any prohibited activity shall have the sole and complete right to discipline employees up to but not including discharge; that after the first twenty-four (24) hour period of any such prohibited activity, the Company shall have the sole and complete right to discipline employees including the right to discharge.

The provisions of this paragraph may be specifically enforced through the grievance provisions of this Agreement which shall be expedited for that purpose.

It shall not be a violation of the Agreement and it shall not be cause for discharge or disciplinary action in the event of an employee refuses to enter any property involved in a lawful primary picket line not in violation of this Agreement. Said picket line must be approved by the Teamster's Joint Council No. 55.

## **ARTICLE VIII-SICK LEAVE**

- (a) Effective 2/28/04, when an employee is forced to leave his job by reason of injury or sickness, he shall retain his seniority for twelve (12) months in the case of an off the job injury or sickness and eighteen

(18) months in the case of an on the job injury or sickness, and upon his return to work, he shall be given his old or one equal thereto, provided that he is physically able to perform his duties. The foregoing time limitations shall not be deemed to apply to any employee off the job as a result of the either of the foregoing as of February 27, 2004.

- (b) In the case of illness/injury of any full-time Advance Salesperson, Swing Salesperson/Merchandiser, Delivery Driver, Swing Delivery Driver, Driver Salesperson, and Bulk Salesperson, who is in the full-time employ of the Company and has completed the probationary period, the Company shall pay the employee sick pay as follows:

The employee shall receive one-fifth (1/5) of the employee's average weekly earnings for the preceding year, calculated by dividing the employee's W2 earnings for the preceding year by the total number of weeks actually worked in the preceding year.

- (c) All sick leave benefits are dependent upon the following factors being present:

- (i). Employees must notify the Company of such illness/injury prior to the employee's starting time on the first day of absences, unless the illness /injury is of such a nature that the employee is rendered incapable of compliance with this requirement.

- (ii). In cases of compensable accidents, where the employee is drawing compensation as provided by the District of Columbia, Maryland or Virginia Workmen's Compensation Acts, the employee shall be eligible to receive from the Company the difference necessary to bring the total amount up to that set forth herein. It is understood that the Company may send a doctor or nurse to verify the employee's illness, at no expense to the employee.

- (d) When used herein, "year" shall be defined as a calendar year commencing each January 1.

- (e) All employees shall be entitled to forty (40) hours of sick leave at the beginning of each calendar year, except that employees with two (2) or more years of continuous service shall accrue additional sick leave at a rate of one (1) additional hour of sick time for every fifteen (15) hours worked up to a maximum total number of eighty (80) hours of sick leave in a calendar year.

Employees with less than two (2) years of continuous service shall accrue one (1) hour of sick time for every 30 hours worked up to a maximum of forty (40) hours in a calendar year. Employees with two (2) years or more of continuous service shall accrue one (1) hour of sick time for every 15 hours worked up to a maximum of eighty (80) hours in a calendar year.

- (f) Employees may accrue unused sick leave from year-to-year, up to a maximum accrual of forty (40) days. Employees may only take sick leave in no less than four (4) hour increments. Employees may only use sick leave for the purposes provided for in the Maryland Healthy Working Families Act ("MHWFA"). In the event the MHWFA is repealed or amended to no longer provide the purposes for the use of sick leave, employees may only use sick leave when the employee is unable to work due to illness/injury. Unused sick leave shall not be paid to any employee who quits, dies, retires, is terminated or otherwise leaves the Company's employ.

- (g) In the event any Advance Salesperson, Driver Salesperson, Delivery Driver, Swing Salesperson/Merchandiser, Swing Driver, Bulk Salesperson, and Bulk Delivery Driver is absent due to illness/injury, the Company shall not permanently award the route for a period of not less than three (3) months, with the Company reserving the right to extend the timeframe up to and not exceeding nine (9) months.

- (h) No employee calling in sick, shall be required to use a paid vacation day in lieu of receiving a paid sick day; but an employee requesting the right to do so, shall be permitted to do so.

#### **ARTICLE IX-HEALTH AND WELFARE**

The Company shall make weekly contributions to Local Union No. 730, on behalf of full-time employees, in the amount specified below. Full-time employees shall also contribute to said Fund in the amounts specified below. The full-time employee contributions shall be deducted from the full-time employee's wages and forwarded to the Fund by the Company.

|                      |               |               |               |               |
|----------------------|---------------|---------------|---------------|---------------|
| Health & Welfare     | 2/27/24       | 2/27/25       | 2/27/26       | 2/27/27       |
| Company Contribution | \$165.25/week | \$175.25/week | \$185.25/week | \$200.25/week |

The Employer agrees to continue to make contributions into the Local Brewery and Beverage Drivers Health and Welfare Trust Fund during the life of this agreement and recognizes that the Trustees of the Fund may, during the life of this Agreement, conclude that it is necessary, in order to maintain an appropriate level of benefits, to increase the required employee contribution to that Fund. In such circumstances, the Trustees shall promptly notify the Employer of the required employee contribution and the Employer hereby agrees to direct any required additional amount from the employee's paycheck and forward it to the Fund on a weekly basis. The Health and Welfare provisions of this Agreement shall not apply to temporary employees and students although working more than thirty (30) hours per week during the months of May through September.

In the case of illness or injury, the Company shall make contributions to the Health and Welfare for such sick or injured employee for a period of three (3) months.

Contributions shall begin after the employee has had thirty (30) working days with the Company and will be retroactive to the date of hire.

#### **ARTICLE X-PENSION PLAN: 401(k) PLAN**

Each employee who has passed his probationary period, shall be eligible to participate in a Company administered 401(k) Plan. The Company will match the contribution of the employee, but the Company's match shall not be in excess of an amount equal to two (3.5%) percent of such employee's gross earnings for those employees with less than ten (10) years of Company seniority, as of 2/27/2007. For employees attaining ten (10) years of Company seniority during the term of this contract, the Company matching contributions shall be increased to three (4.5%) percent for the calendar year in which the employee attains ten (10) years of Company seniority. All rules of the said 401(k) Plan (vesting, requirement of employment as of 12/31, etc.) shall be applicable to the employees.

#### **ARTICLE XI-HOLIDAYS**

##### **(A) Advance Salespersons, Delivery Drivers and Driver Sales**

No deliveries shall be made on the following holidays, which shall be full holidays with pay, namely, New Year's Day, Martin Luther King Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and two (2) personal holidays in addition to the above holidays provided that they are scheduled at least five (5) working days in advance and that is not the day before nor the day after a

holiday. Personal holidays may be taken by no more than one (1) employee per department, or as circumstances permit. Holiday pay shall be conditioned upon the employee working the one (1) day immediately preceding the holiday and the one (1) day immediately following the holiday, justifiable absences as determined by the Company excepted. The employees herein shall receive their holiday and anniversary date of hire as holidays.

With respect to Advance Salespersons, Delivery Drivers, and Driver Sales, holiday shall be as follows:

|                |                |                |                |
|----------------|----------------|----------------|----------------|
| <u>2/27/24</u> | <u>2/27/25</u> | <u>2/27/26</u> | <u>2/27/27</u> |
| \$145.00       | \$150.00       | \$155.00       | \$ 160.00      |

(B) Hourly-Rated Employees

The following are hereby recognized as paid holidays: New Year's Day, Martin Luther King Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and two (2) personal holidays in addition to the above holidays provided that they are scheduled at least five (5) working days in advance and that is not the day before nor the day after a holiday. Personal holidays may be taken by no more than one (1) employee per department, or as circumstances permit. When no work is performed, a full day's pay shall be given to all employees for such holidays, provided the employee works the one (1) day immediately preceding the holiday and the one (1) day immediately following the holiday, justifiable absences as determined by the Company excepted. Employees who are required to work on holidays shall be compensated at the rate of double time. The employees herein shall receive their birthday and anniversary date of hire as holidays.

(C) All Employees

Time off on holidays shall not be included hours worked in the holiday week.

If an employee has requested a specific day off as a personal day and has been notified in writing by the Company that it consents to his taking that day off, the Company shall not have the right to later revoke its consent.

New employees who have not completed three (3) months of employment shall not be entitled to any of the paid holidays during such period.

In the event of the Company closes the operations as a result of inclement weather or other emergency condition, and the employees are notified not to report to work, the company shall allow each employee, if he so desires, to use (and charge) such day as a personal or vacation day (to the extent such employee then has personal [or vacation] days remaining).

Any holiday falling on a Sunday shall be celebrated on the following Monday.

**ARTICLE XII-SENIORITY**

Each employee shall be promoted in his turn, provided there is a vacancy and the respective employee has the necessary ability to do the job. The oldest employee in point of service, provided he has the necessary ability, shall always be given preference in promotion.

The Company shall bid all vacancies no later than ten (10) days following the vacancy. Vacancies shall be posted in writing for a period of three (3) days in all departments and locations. All employees who desire to fill any post or vacancy shall notify their individual department heads, in writing, of their desire.

An employee who has exercised seniority to fill a vacancy, shall not be entitled to exercise further

seniority with regard to any subsequent vacancy until he shall have served twelve (12) months in the position which he elected through seniority, and no employee initially shall have the right to exercise seniority until he shall have served in this current position for at least one (1) full year. Bidding shall extend no more than two (2) steps, provided further that the Company shall be allowed up to two (2) weeks before the permanent assignment, to make adjustment for proper transition between routes.

Seniority lists shall be maintained for each of the following departments:

- (i). Advance Salespersons, Swing Salespersons/Merchandisers and Bulk Salespersons.
- (ii). Delivery Drivers, Driver Salespersons, Swing Delivery Drivers, and Bulk Delivery Drivers.
- (iii). Warehouse
- (iv). Vending
- (v). Garage-Truck Mechanics

Employees who are promoted out of the bargaining unit shall lose their seniority in the bargaining unit after ninety (90) days.

Employees may bid out of their respective departments, if qualified. Bidding for Advance Salespersons shall take place in the following order: First Priority: Advance Salespersons; Second Priority; Swing Salespersons; Third Priority Merchandisers/Sales Trainees; Fourth Priority: Delivery Drivers.

As between equally qualified employees, the employee with the most seniority shall prevail. After such transfer, the employee shall be at the bottom of the seniority list in the new department. After ninety (90) days, the employee shall lose seniority in the old department.

When an Advance Salesperson's position is put up by the Company for bid, the following information shall be supplied:

- (i). Most recent case based commission rate;
- (ii). Total cases sold in prior twelve (12) months;
- (iii). Total case based commissions in the prior twelve (12) months, and;
- (iv). Geographic area description.

Employees shall be laid off by departmental seniority provided that the employees who remain are qualified to do the remaining work. This right shall not apply to employees with less than one (1) year's Company seniority; such employees shall be laid off from their classification, in order of Company seniority, and shall not have the right to displace an employee in another classification.

Employees holding recall rights shall be recalled in inverse order of layoff.

### **ARTICLE XIII-PAY REDUCTION**

During the life of this Agreement, there shall be no reduction in rates of pay or other benefits that were effect prior to the signing of this Agreement, for any employee, except as otherwise herein provided.

### **ARTICLE XIV-PAYMENT BY CHECK COLLECTION**

Salespersons and Delivery Drivers shall not be allowed to accept payment by check unless specifically directed to do so by the Company. The Company shall be responsible only for those checks accepted at its direction.

### **ARTICLE XV- FUNERAL LEAVE**

Full-time employees shall be granted up to three (3) days (equal to ten (10) hours each for employees on a four (4) day ten (10) hour schedule) funeral leave in the event of the death of their Father, Mother, Sister, Brother, Child, Step-child or Spouse. One (1) day shall be granted in the event of the death of a Mother-in-law, Father-in-law, Grandparent or Grandchild or Step-grandchild. To be entitled to this benefit, proof of funeral attendance and proof of relationship to a Step-child or Step-grandchild may be required. For Advance Salespersons, Delivery Drivers and Driver Sales, pay shall be based on the holiday leave pay then in effect. For all other employees, the pay shall be calculated at eight (8) hours their current hourly rate of pay.

#### **ARTICLE XVI-JURY DUTY**

Full-time employees with at least one (1) year of continuous service with the Company who are required to serve on County, State, or Federal juries during their normal workweek, shall be compensated for the difference between the wages that they would normally be paid by the Company and the amount received from such entity for each day of jury duty. Employees shall be required to call in if they are excused (for the day) during normal working hours, and they can be required to complete their shift. To become entitled to this benefit, proof of service on the jury and the amount received may be required.

Pay for jury duty leave shall continue to be \$75 per day for all categories receiving \$75 per day under the prior Collective Bargaining Agreement, for hourly-rated employees, it shall be their normal scheduled work day pay.

#### **ARTICLE XVII-NON-DISCRIMINATION**

The Company and the Union agree not to discriminate against any individual with respect to compensation and other terms and conditions of employment, because of such individual's race, color, religion, sex, national origin or age.

#### **ARTICLE XVIII-UNIFORMS**

The Company shall provide and maintain uniforms for all inside employees as in the past. The Company will furnish long sleeve shirts in the winter. The Company shall make available appropriate foul weather gear to warehouse, vending and garage employees who are required to work outdoors during inclement weather. Such employees shall be responsible for the same, reasonable wear and tear excluded.

Where Delivery Drivers and Driver Sales are required to wear uniforms, the same will be furnished by the Company. The Company will furnish a minimum of two (2) uniform jackets, five (5) pairs of pants, plus five (5) shirts, hat and ties per week in the winter and in the summer a minimum of five (5) shirts and five (5) pairs of pants, with the understanding, however, that when any such employees shall leave the service of the Company, they shall return all uniforms so furnished in good condition, ordinary wear and tear excepted, and upon failure to do so they shall be charged with the cost hereof. Charges may be set off against any monies due by the Company to said employees, and if there should be a deficiency, the employees shall be liable therefore. The Company will furnish long sleeve shirts in the winter. The employees shall be responsible for maintaining such uniforms in an acceptable condition at all times.

Delivery personnel will be allowed to wear short pants within the Company's specifications from Memorial Day through Labor Day

## **ARTICLE XIX-TEMPORARY EMPLOYEES AND STUDENTS**

The provisions of this Agreement do not apply to temporary employees or to students employed as part of a program of distribution education who work the months May 1 through December 31. The Union will waive the initiation fee for such temporary employees or students. Such employees, however, must pay dues as any other employee under this Agreement. The minimum wage rate for temporary employees or students shall be as is established by law, and they shall receive none of the fringe benefits specified in the Agreement.

## **ARTICLE XX-CONFLICT WITH STATE OR FEDERAL LAW**

Should any provisions of the Agreement be contrary to State or Federal law, provisions shall be considered null and void.

## **ARTICLE XXI-BREAK TIME**

Hourly employees, other than drivers, shall receive a ten (10) minute break period during the first half of their shift and an additional ten (10) minute break period during the second half of their shift.

## **ARTICLE XXII-MISCELLANEOUS**

- (a) Overage and shortage sheets must be posted within twenty-four (24) hours, for all employees to see. The twenty-four (24) hours period begins to run at 5:30 P.M. on the day after a driver turns in his settlement sheet; provided, however, the Saturdays, Sundays and holidays shall not be counted in calculating the twenty-four (24) hour period; and provided further, that the twenty-four (24) hour period shall be tolled if the Company experiences a computer breakdown, a power outage, an office closing or other like unforeseen circumstance which prevents the Company from being able to complete the processing of settlement sheets by 5:30 P.M. on the day after the driver's settlement sheet is turned in. If shortage sheets are not posted within the twenty-four (24) hours period as described above, the Company will be responsible for the shortage. The Company shall provide with each pay check an itemized statement to all sales and delivery personnel which reflects all cases delivered, cases sold and cases picked up the previous week. The Company agrees to give one (1) weeks' notice before the shortage amount is deducted from an employee's pay.
- (b) The Company's Washington Division shall not make deliveries to any chain store warehouse during the life of this Agreement.
- (c) If any new chain store warehouse or any new independent retail outlet, such as a liquor store, independent food store, drug store, hotel or restaurant, begins to operate, they may be served by the "advance" or "bulk" or "Driver Sales Systems", at the Company's option.
- (d) The parties hereto acknowledge that it is essential for the essential operation of the business, that pallet builders meet reasonable standards for loading by such pallet builders. In the event the Company implements a warehouse management system with pick and load technology (e.g. voice pick), the Company shall have the right to modify the existing Load Standards provided for in Exhibit B but only

1) with the agreement of the Union as to the revised Load Standards or 2) with an award by an Arbitrator finding that the Company's proposed Load Standards are reasonable. To contest the reasonableness of the Company's proposed Load Standards, the Union must present an alternative proposal for Load Standards from an Industrial Engineer. The Union shall be authorized to use an Industrial Engineer of its choosing including one from the International Brotherhood of Teamsters. Further, the Company may implement a progressive discipline program to enforce the Load Standards but only 1) with the agreement of the Union as to the progressive discipline program or 2) with an award by an Arbitrator finding that the Company's proposed progressive discipline program is reasonable. The Company shall provide the Union with access to the Company's warehouse so that the Union may create its own proposal for Load Standards and a progressive discipline program.

- (e) The Company may continue its past practice of servicing and delivering product, without paying commissions to accounts which are "Third Party" accounts.
- (f) Any cases picked up over five (5) cases per account will be charged back to the salesperson and the commission paid to the salesperson will be paid to the driver for all cases picked up and returned to the Company. If the Company officials order the cases for any account and later they are picked up, these cases will not be charged back to the salesperson.
- (g) The Company shall deduct Maryland, District of Columbia and Virginia State Income Tax for employees.
- (h) The Company shall have the right to convert to and maintain on the Bulk Sales System, any account that took from the Company at least eight thousand five hundred (8,500) cases in the prior calendar year, (to be reduced to seven thousand (7,000) cases effective March 30, 2011), in accordance with the following provisions:
  - (x). Any Salesperson affected by the conversion, shall receive the route cut guarantee set forth in this Collective Bargaining Agreement,
  - (y). This Article XXII(h) of Section Three may, at the option of the Company, be deleted in its entirety at any time on and after 9/13/04, and the following substituted therefore:

"The Company shall have the right to deliver to any customer order, using any delivery method of its choosing. The Company shall have the right to group Conventional delivery zones into geographic areas with no less than three (3) zones per area and each geographic area will be given an assigned start time by the Company. Current Conventional Delivery Drivers and current Swing Delivery Drivers will be given a one (1) time bid (on a seniority basis) to bid into a geographic area or into a Swing Delivery Driver position. Six months thereafter and then every two (2) years thereafter, then current Delivery Drivers and then current Swing Delivery Drivers will be given a one (1) time bid (on a seniority basis) to bid into the then geographic areas (which may at any such times be changed by the Company).

The drivers, who shall have successfully bid for a geographic area, shall on a daily basis (on a seniority basis) select their routes. Daily bidding for Routes will start 15 minutes after the assigned start time and be completed by the Drivers five (5) minutes after the start of the daily bid. A Driver will be deemed late after arriving 20 minutes after the

assigned start time. If no route is available to a successfully bidding driver, within his geographic area, such driver (provided he is currently employed by the Company as either a Conventional Delivery Driver or as a Swing Delivery Driver) shall operate as a Swing Delivery Driver or be assigned other driver related duties such as merchandising accounts not then served by a

merchandise, driver helper, DOT inspections, etc., (at the bottom of the Swing Delivery Driver list) on such day. If no route is available to a successfully bidding driver, within his geographic area, such driver (if not currently employed by the Company as either a Conventional Delivery Driver or as a Swing Delivery Driver) may be laid off if there is no work available for him that day as a Swing Delivery Driver (except that any such non currently employed driver, upon achieving eighteen (18) months of continuous driver service with the Company, shall not be subject to such daily lay-offs). To the extent the Company elects to make any deliveries by "Bulk Delivery" (delivery by pallet, using tractor trailers or box trucks), the deliveries shall be made by Bulk Delivery Drivers (and Transport Drivers in accordance with the provisions of Article I (f) of Section One). If additional Bulk Delivery/Transport Drivers are required, the work will be offered to qualified available Swing Delivery Drivers (in seniority order from the Swing Delivery Driver list for that day) and if the required number of Swing Delivery Drivers do not accept the same, such required work shall be assigned by the Company to the requisite number of such Swing Delivery Drivers (in inverse order of seniority). Swing Delivery Drivers when performing Bulk/Transport duties, shall be paid the Bulk/Transport rate for that day's work. Bulk deliveries may be to (i). Chain Food Stores (for example: Giant Food, Fresh Fields, Safeway, Shoppers Food Warehouse, etc.) and Chain Mass Merchandisers (for example: Wal-Mart, K- Mart, Target, etc.), (ii). all other accounts, provided orders of at least one hundred (100) cases are involved, and (iii) any other account where requested by the account. For purposes of (i) above, a "Chain" food store or "Chain" mass merchandiser is defined as an account related to one (1) or more other food stores or mass merchandisers. It is further understood that so long as the three (3) Conventional Delivery Drivers listed on Schedule A hereto, are (i) employed by the Company as Conventional Delivery Drivers in the geographic area in which the accounts listed next to their names are located, such Conventional Delivery Drivers shall be allowed to make the additional load deliveries to those accounts and receive the applicable commissions for the same, but this practice shall not be extended to any other person.

(z) Each Advance Salesperson directly affected by the decrease from 8,500 to 7,000 in the number of cases required for such conversion, who (i) remains on his route for the following full twelve (12) months, and (ii) achieves the new twelve (12) month case volume target assigned to that route, shall be paid the commission shortfall (if any) between his commission on his route in the prior twelve (12) month period, and his commission on his route in the twelve (12) month period commencing with the conversion. This shortfall make-up opportunity is on a one-time basis only and will be in effect only for the period set forth herein.

Effective at such time as the Company implements the above option, Article XXII (m), "Schedule 1", "Delivery Area Listing-Landover" and "Springfield Delivery Routes" shall be deemed deleted.

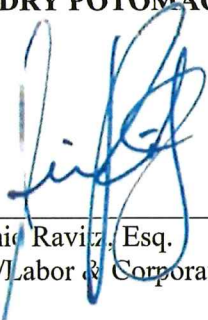
- (i) If any employee is requested or summoned to appear in Court on behalf of the Company, the Company shall pay the employee his day's wages.

- (j) Wherever the singular or plural number is used herein, it shall equally include the other and wherever the masculine or feminine gender is used, it shall include the other.
- (k) The Company Drug and Alcohol Policy shall remain in effect.
- (l) All open area routes and newly created ones for Delivery Drivers shall be posted for bid in all locations (Subject to the provisions of (h) of this Article XXII).
- (m) Delivery zone changes: In the event of adding additional Delivery Drivers due to seasonal changes, the Company shall make every effort to keep senior Drivers area volumes comparable to their customary levels (Subject to the provisions of (h) of this Article XXII).
- (n) In the event of any conflict between the express terms of this Agreement and any Company Handbook for collective Bargaining Employees, the provisions of the is Agreement shall apply.
- (o) As soon as reasonably practicable after the Company has the electronic capability to do so, it shall (i) provide a check-off service for those employees who seek to make 401(k) contributions to the Union's 401 (k) Plan, and (ii) reflect the Advanced Salespersons' per case commission rate on their payroll stubs.
- (p) As soon as is reasonably practicable the Company shall provide the 800 "Hot Line" for use by employees in (i) notifying the Company when they will not be able to report for work , (ii) when they will return to work, (iii) determining whether a facility is open in the event of inclement weather, and (iv) other business related matters.
- (q) Drivers shall fuel their own vehicles upon completion of their route
- (r) Effective 2/28/04, the attached No Fault Absence and Lateness Policy (Exhibit A), shall be a part of this Agreement and deemed in effect. All absences and latenesses occurring prior to February 28, 2004, shall not be considered as either an absence or lateness under the said Absence and Lateness Policy.
- (s) The attached Load Standards (Exhibit B) shall be deemed added to this Agreement, effective 2/28/04. It is understood by and between the Union and the Company that customer requirements and/or demands may necessitate the modification of the Load Standards (Exhibit B), but the modified standards shall not exceed the current Bulk Picking standard. In such circumstances, the Company shall have the right to modify the process used for picking and the Load Standards (Exhibit B).
- (t) All internally funded contest earnings shall be paid no later than three (3) weeks after the contest has been completed.
- (u) Effective February 27, 2015, Company shall contribute on behalf of each employee \$0.07 per hour at a maximum of 40 hours per week to the Union's Legal Defense Fund. It is understood and agreed that under no circumstances shall the attorneys providing services under the Fund, or any attorney affiliated with them, represent an employee covered by the Fund in any matter in which a claim, direct or indirect, is asserted against the Employer or in which the Employer may be directly or indirectly liable.

## **ARTICLE XXII-DURATION**

This Agreement shall go into full force and effect on February 27, 2024, and shall continue in full force and effect through February 26, 2028. This Agreement shall continue in effect for a period unless written notice of contrary intention is given by either party hereto sixty (60) days prior to February 26, 2024.

**CANADA DRY POTOMAC CORP.**



By: Amir Ravitz, Esq.  
VP/Labor & Corporate Counsel

Date: 8/27/2024

**TEAMSTERS LOCAL 639**



By:

Date:

08/27/2024

## **EXHIBIT A**

### **ABSENCE AND LATENESS POLICY**

#### **PHASE I**

After 3<sup>rd</sup> Absence- Verbal Warning

After 6<sup>th</sup> Absence- Written Warning

#### **PHASE II**

After 9<sup>th</sup> Absence-Review with management and union steward-one (1) day suspension and warned that two (2) more absences in the next three (3) month period will result in termination (even if that period extends more than twelve (12) months after the first absence of the previous (9) absences).

After 11<sup>th</sup> Absence-Discharge after meeting with management and union.

#### **RULES**

Prearranged vacation and personal holidays are not to be included.

Lateness is defined as the period of time starting five (5) minutes after an employee's start time up to two (2) hours from scheduled start time. If an employee exceeds two (2) hours he/she will be considered absent.

An employee who leaves work prior to the end of his/her shift will be charged an absence as follows: within three (3) hours from their scheduled starting time= one (1) absence. After three (3) hours from their scheduled starting time-one-half (1/2) absence.

Even if the employee is paid a personal holiday for an unscheduled absence, he/she will still be charged for the absence.

Each lateness will equal one -half (1/2) point

Each absence will equal on (1) point

Any lateness charged will be removed one (1) occurrence at a time after a three (3) month period where no new lateness was charged (1/2 point deduction).

Absences and Lateness are removed twelve (12) months after their occurrence.

Periods of layoff or prearranged leaves of absence in excess of one (1) week will extend any such twelve (12) month period and the three-month period specified in Phase II.

Each period of one (1) to three (3) consecutive days that the employee is absent will be considered as one (1) absence. Except that two (2) separate (5) consecutive day occurrences per twelve (12) month period will be considered as one (1) absence each.

Absence due to extended illness or injury will be handled separately according to the circumstances of each situation.

Doctor's slips must be presented after each absence of six (6) consecutive days or more. Note that the absence will still be charged against the employee.

"No Call", "No Shows" and "Improper Call Off" will be handled as follows:

- 1<sup>st</sup> Verbal Warning
- 2<sup>nd</sup> Written Warning
- 3<sup>rd</sup> One (1) Day Suspension
- 4<sup>th</sup> Termination

Failing to call one (1) hour before employee's start time to report an absence will be considered an "Improper Call Off".

Absences which are excluded from disciplinary action as contemplated by this Agreement include:

- Prearranged and approved absence;
- Prearranged vacation;
- Personal holidays;
- Jury duty;
- Work related injury;
- Military leave;
- Funeral leave;
- Documented mandatory court appearances;
- Approved Americans with Disability (ADA) and Family Medical Leave Act (FMLA) time off; and
- Maryland Sick and Safe and FAMLI leave.

## **EXHIBIT B**

### **CD POTOMAC (LANDOVER & SPRINGFIELD)** **LOADING STANDARDS-CONVENTIONAL & BULK PICKING**

Conventional Picking 240 Cases per man hour

Bulk Picking 222 Cases per man hour

\*Cases per man hour to increase April 5, 2005

#### **PROCEDURES**

Cases per man-hour will be calculated when the employee is given a pick ticket which will be time stamped at the start and finish of the work necessary to complete the pick ticket.

If any significant time delay occurs during the picking process, it is the employee's responsibility to bring the reasons for the lost time to the attention of the supervisor recording the time in at the finish of the picking process. This information will be recorded on the pick ticket and initialed by both parties.

Cases per man-hour by individual employee will be determined by total cases picked divided by the total pick time (breaks and lunches not included).

Daily pick averages for the prior workweek will be totaled for each employee and available during the following week.

Averages for the four week period will also be based on the total cases picked divided by the total hours spent picking cases in the four week period.

No employee may fall below eighty percent (80%) of the loading standards on any given day.

Any employee falling below the minimum standard on a daily or four week period will be subject to a write-up for poor work performance.

Any employee who does not pick on a regular basis will have their pick averages calculated in ten pick day increments in-lieu of four weeks regardless of the amount of weeks involved.

Continued write-ups for poor work performance will result in actions as described under Employee Accountability:

## EMPLOYEE ACCOUNTABILITY

### Daily

1<sup>st</sup> Offense- Three (3) occurrences for falling below 80% of standard on a daily basis-Verbal Warning by Supervisor-Write up to file

2<sup>nd</sup> Offense- Three (3) additional occurrences for falling below 80% of standard on a daily basis- Written reprimand to employee's file.

3<sup>rd</sup> Offense- Three (3) additional occurrences for falling below 80% of standard on a daily basis-One (1) day suspension.

4<sup>th</sup> Offense-Three (3) additional occurrences for falling below 80% of standards on a daily basis-Termination for Cause.

### Four-Week Period

1<sup>st</sup> Offense- One (1) occurrence for falling below the standard based on a four-week average-Verbal Warning by Supervisor- Write up to file.

2<sup>nd</sup> Offense-One (1) occurrence for falling below the standard based on a four-week average-Written reprimand to employee's file.

3<sup>rd</sup> Offense-One (1) occurrence for falling below the standard based on a four-week average-One (1) day suspension.

4<sup>th</sup> Offense-One (1) occurrence for falling below the standard based on a four-week average-Termination for Cause.

Discipline for Daily and the (4) Weekly Periods will be monitored independently.

Poor work performance write-ups will be removed twelve (12) months after the date of the occurrence except when an employee reaches his/her third (3<sup>rd</sup>) offense. In that case the removal period will be extended six (6) months.

Periods of layoff, prearranged leaves of absence, workman's compensation or disability leaves in excess of one week will extend any such twelve (12) month period and six (6) month period by a like amount.

### PATTERN OF CONTINUED POOR WORK PERFORMANCE

Apart from the policy, if an employee develops a pattern of poor performance he/she will be subject to the following action:

Upon notice of existence of a pattern of poor performance by the employee-Verbal Warning by Management.

Continuation of the existence of a pattern after Verbal Counseling -Written Warning

Continuation of the existence of a pattern after Written Counseling-1 day suspension

Continuation of the existence of a pattern after Suspension- Termination for Cause

Notice of poor work performance patterns shall include but will not be limited to the following:

- The same day of the week in succeeding weeks;
- After any type of discipline;
- Before any type of holiday;
- Before or after a vacation;
- Before or after a weekend; and
- Before or after a personal holiday.

## **SCHEDULE A**

### Drivers

### Accounts

Ron Patterson

~~Sutton Place Warehouse~~

James Isaac

Star Vending

Alvin Jones

Happy Valley

| Appendix A                            |              |         |         |         |          |
|---------------------------------------|--------------|---------|---------|---------|----------|
|                                       |              | Year 1  | Year 2  | Year 3  | Year 4   |
|                                       | Current Rate | 2024    | 2025    | 2026    | 2027     |
| Non CDL Driver Hourly Bulk            | \$24.05      | \$0.95  | \$0.60  | \$0.60  | \$0.70   |
| CDL B Drivers Hourly Bulk             | \$24.05      | \$1.45  | \$0.60  | \$0.60  | \$0.70   |
| CDL A / Transport Drivers Hourly Bulk | \$24.05      | \$1.95  | \$0.80  | \$0.70  | \$0.80   |
| Fleet Mechanic Hourly                 | \$28.19      | \$0.81  | \$0.60  | \$0.60  | \$0.70   |
| Fleet Mechanic Hourly Lead            | \$29.19      | \$0.81  | \$0.60  | \$0.60  | \$0.70   |
| Vending Delivery Drivers Hourly       | \$22.05      | \$0.95  | \$0.60  | \$0.50  | \$0.70   |
| Vending Techs Hourly                  | \$22.41      | \$1.09  | \$0.60  | \$0.50  | \$0.70   |
| Vending General Hourly                | \$18.37      | \$0.63  | \$0.60  | \$0.50  | \$0.70   |
| Warehouse Forklift Hourly             | \$20.57      | \$0.93  | \$0.60  | \$0.60  | \$0.70   |
| Warehouse Forklift Lead Hourly        | \$21.10      | \$1.40  | \$0.60  | \$0.60  | \$0.70   |
| Swing Sales Base                      | \$130.10     | \$14.31 | \$7.22  | \$6.07  | \$4.73   |
| Merchandisers Hourly                  | \$16.26      | \$1.74  | \$0.60  | \$0.60  | \$0.70   |
| Lead Merch Hourly                     | \$18.14      | \$1.43  | \$0.60  | \$0.60  | \$0.70   |
| Driver helper hourly / Non CDL Swing  | \$14.76      | \$1.69  | \$0.60  | \$0.60  | \$0.70   |
| General Warehouse Hourly              | \$17.94      | \$1.56  | \$0.60  | \$0.60  | \$0.70   |
| Salesmen (Advanced Sales) Base        | \$20.00      | \$2.00  | \$1.50  | \$1.50  | \$1.50   |
| Cases full                            | \$0.365      | \$0.02  | \$0.01  | \$0.01  | \$0.0150 |
| Cases half                            | \$0.1825     | \$0.01  | \$0.01  | \$0.005 | \$0.0075 |
| Energy Cases                          | \$0.515      | \$0.025 | \$0.00  | \$0.000 | \$0.0000 |
| Bulk sales Base                       | \$43.00      | \$2.00  | \$1.50  | \$1.50  | \$1.50   |
| Cases                                 | \$0.38       | \$0.02  | \$0.01  | \$0.01  | \$0.01   |
| Driver Base Pay                       | \$30.00      | \$15.00 | \$1.00  | \$1.00  | \$1.00   |
| Cases full                            | \$0.48       | \$0.020 | \$0.026 | \$0.01  | \$0.02   |
| Cases half                            | \$0.26       | \$0.01  | \$0.013 | \$0.005 | \$0.01   |
| Shells                                | \$0.05       | \$0.000 | \$0.000 | \$0.000 | \$0.000  |
| Hybrid Driver                         | \$52.00      | \$13.00 | \$1.00  | \$1.00  | \$1.00   |
| Case                                  | \$0.26       | \$0.02  | \$0.01  | \$0.01  | \$0.01   |
| Shells                                | \$0.05       | \$0.000 | \$0.000 | \$0.000 | \$0.000  |
| Welfare Benefits Weekly               | \$155.25     | \$10.00 | \$10.00 | \$10.00 | \$15.00  |
| Car Allowance                         | \$600.00     | \$15.00 | \$15.00 | \$15.00 | \$10.00  |
| Holiday Pay                           | \$125.00     | \$20.00 | \$5.00  | \$5.00  | \$5.00   |
| Ratification Bonus                    | \$1,000.00   |         |         |         |          |
| 401K Match                            | 1%           | 2.5%    |         |         |          |