Warehouse Employees Union Local No. 730 and Contributing Companies' Prepaid Legal Services Fund

911 Ridgebrook Road
Sparks, Maryland 21152-9451
Telephone: (800) 730-2241
www.associated-admin.com

8400 Corporate Drive, Suite 430
Landover, Maryland 20785-2361
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Agenda

March 7, 2025

9:00 AM

I. Call to Order

II. Minutes, Regular Meeting – December 6, 2024

III. Financial Report – Investment Performance Services

IV. Counsel Report

V. Administrative Manager Report

VI. Invoices

VII. Other Fund Business

VIII. Next Meeting Date and Location

IX. Adjournment

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and Contributing Companies' Prepaid
Legal Services Fund

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DRAFT

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE WAREHOUSE EMPLOYEES UNION LOCAL NO. 730 & CONTRIBUTING COMPANIES' PREPAID LEGAL SERVICES FUND

DECEMBER 6, 2024
VIA ZOOM

The following Trustees were present:

UNION TRUSTEES
R. Davis Jr. – Secretary
S. Clark
W. Settles

EMPLOYER TRUSTEES
J. Paradis – Chairman
M. Bull
M. Goble – Alternate

Also present were:

A. Cochran – Associated Administrators, LLC
R. Grant – Associated Administrators, LLC
B. Saindon – Mooney, Green, Saindon, Murphy & Welch, P.C.
R. Sichel – Investment Performance Services, LLC
A. Tarnoviski – Investment Performance Services, LLC

I. CALL TO ORDER

A quorum being present, the meeting was called to order.

II. TRUSTEE RESIGNATION AND APPOINTMENT

Ms. Cochran noted that she received a letter from Local 639 advising that Mr. Frank Myers had retired from Local 639 and that the Local 639 Executive Board had appointed Mr. Roland Davis Jr. as Mr. Myers' replacement. The Trustees welcomed Mr. Davis to the meeting.

Ms. Cochran informed the Trustees that she instructed the broker to add Mr. Davis to the Fiduciary and Fidelity Bond policies.

III. MINUTES

The Trustees reviewed the minutes of the last regular meeting held September 13, 2024.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

> **RESOLVED that the minutes of the last regular meeting held on September 13, 2024 are approved as presented.**

IV. FINANCIAL REPORT

A. Custodian Bank – PNC Bank, NA

Ms. Cochran noted a copy of the PNC Summary of Activity report for the period January 1, 2024 through September 30, 2024 is contained in the meeting booklet.

B. Investment Performance Services, LLC ("IPS")

The Trustees welcomed Mr. Rich Sichel and Ms. Allie Tarnoviski of IPS to the meeting. Mr. Sichel reviewed his firm's report titled, "Master Consulting Services Report – September 30, 2024" beginning with IPS' market commentary. He noted the asset allocation as follows: 45.70% in Investment Grade Income, 49.60% in Short Duration High Yield Fixed Income, and 4.70% in cash and equivalents. The Atlanta Capital

Management Fund held $488,166 in investments, and the Chartwell Short Duration High Yield Fund held $529,195. The PNC Prime Money Market held $49,973.

The Trustees thanked Mr. Sichel and Ms. Tarnoviski for their report and they were excused from the meeting.

V. COUNSEL REPORT

Ms. Saindon reviewed the updates to the Delinquency Collection and Payroll Audit policy. The Trustees requested additional information including the affect it will have on other employer procedures and agreed to table adoption of the Policy.

VI. ADMINISTRATIVE MANAGER'S REPORT

Ms. Cochran presented the Administrative Manager's Report for the third quarter 2024 showing employer contributions of $26,160, miscellaneous income of $0 and interest and dividend income of $13,114, producing a total income of $39,274 for the quarter. Benefit expenses were $14,312 and operating expenses were $11,916, producing a total expense of $26,228, resulting in a net surplus of $13,046 for the quarter. Ms. Cochran noted that contributions were made on behalf of 746 participants.

VII. INVOICES

Ms. Cochran presented a list of invoices dated December 6, 2024 for Trustee review. It was noted that there were no additions, deletions or changes to the list.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

RESOLVED that the invoices on the list dated December 6, 2024 are approved for payment as presented.

VIII. OTHER FUND BUSINESS

A. Legal Utilization

Ms. Cochran reported Mr. Sindler' s benefit recommendations in order to increase utilization. The recommendation included increasing divorce and legal hourly maximums to 20 hours and increasing traffic and misdemeanor hourly maximums to 15 hours with minimal cost to the Plan. The Trustees asked Ms. Cochran to project the cost to the Plan if the hourly maximums were increased.

The Trustees discussed delegating authority to Chairman and Secretary to approve the arrangement, pending receipt of the cost to the Plan.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

> **RESOLVED to delegate authority to Chairman and Secretary to approve and execute the new hourly maximum agreement effective as soon as administratively possible.**

Ms. Cochran reported that Mr. Sindler confirmed he can provide tax services including tax preparation. The Trustees asked Ms. Cochran to request a proposal from Mr. Sindler for review.

B. 2023 Summary Annual Report

Ms. Cochran reported the 2023 Summary Annual Report was mailed to Plan participants on October 9, 2024.

C. International Foundation of Employee Benefit Plans – Annual Membership

Ms. Cochran reported receipt of the Fund's 2025 membership renewal invoice for the International Foundation of Employee Benefit Plans. The renewal fee contains a $100 increase from the prior year.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

RESOLVED to approve the Fund's 2025 renewal with the International Foundation of Employee Benefit Plans at the $1,525.00 annual fee.

IX. NEXT MEETING DATE AND LOCATION

After discussion, the Trustees selected March 7, 2025 as their next regular meeting via Zoom.

X. ADJOURNMENT

There being no additional business to come before the Trustees, the meeting was adjourned.

Respectfully submitted,

Ronald Davis

Secretary

WAREHOUSE LOCAL 730 - PREPAID LEGAL FUND
SUMMARY OF ACTIVITY
JANUARY 01, 2024 to DECEMBER 31, 2024

	Cash Reserve	Atlanta Capital	Total
Beginning Market Value	$536,871.78	$466,819.22	$1,003,691.00
Receipts	$740,742.86	-	$740,742.86
Disbursements	$153,707.91	-	$153,707.91
Inter-Account Transfers	$567,289.88	-	$567,289.88
Earnings	$32,199.50	$20,702.80	$52,902.30
Ending Market Value	**$588,816.35**	**$487,522.02**	**$1,076,338.37**

PNC BANK, N.A.

WAREHOUSE EMPLOYEES UNION
LOCAL NO. 730 AND CONTRIBUTING COMPANIES'
PREPAID LEGAL SERVICES FUND

FOURTH QUARTER 2024

ADMINISTRATIVE MANAGER'S REPORT

FOURTH QUARTER 2024
CONTRIBUTIONS

EMPLOYER	RATE	HOURS	PARTICIPANTS	CONTRIBUTIONS
CANADA DRY	$0.07	122,227.50	246	$ 8,556
CANTEEN VENDING	$0.07	52,826.85	111	$ 3,698
EIGHT O'CLOCK COFFEE	$0.07	27,541.75	66	$ 1,928
GIANT 922	$0.07	9,520.00	19	$ 666
GIANT RECYCLING	$0.07	14,240.00	27	$ 997
GIANT WAREHOUSE	$0.07	122,255.70	215	$ 8,558
QUALITY CUSTOM DISTRIBUTION	$0.07	23,068.96	51	$ 1,615
WASHINGTON FOOD	$0.07	1,051.00	2	$ 74
TOTAL		**372,731.76**	**737**	**$ 26,092**

AVERAGE HOURLY INCOME	$0.07

FOURTH QUARTER 2024
EXPENSES

BENEFIT EXPENSES	AMOUNT	AVG. HRLY. COST	PERCENTAGE
STEVEN M. SINDLER	$ 8,047	$ 0.022	44.95%
SUBTOTAL	$ 8,047	$ 0.022	44.95%

OPERATING EXPENSES	AMOUNT	AVG. HRLY. COST	PERCENTAGE
ADMINISTRATION	$ 4,866	$ 0.013	27.18%
MISCELLANEOUS	$ 4,989	$ 0.013	27.87%
SUBTOTAL	$ 9,855	$ 0.026	55.05%

TOTAL EXPENSES	**$ 17,902**	**$ 0.048**	**100.00%**

MISCELLANEOUS

MISCELLANEOUS EXPENSES	AMOUNT	AVG. HRLY. COST	PERCENTAGE
ATLANTA CAPITAL MNGMT	$ 183	$ -	1.022%
IFEBP DUES	$ 1,525	$ 0.004	8.519%
INVESTMENT PERFORMANCE SERVICES	$ 875	$ 0.002	4.888%
LEGAL - FUND COUNSEL	$ 1,378	$ 0.004	7.697%
PRINTING	$ 1,028	$ 0.003	5.742%

TOTAL	**$ 4,989**	**$ 0.013**	**27.87%**

2024
QUARTERLY RECAP

	FIRST 2024	SECOND 2024	THIRD 2024	FOURTH 2024	TOTAL
CONTRIBUTIONS	$ 26,285	$ 26,278	$ 26,160	$ 26,092	$ 104,815
MISCELLANEOUS	$ -	$ -	$ -	$ -	$ -
INTEREST & DIVIDENDS	$ 8,921	$ 10,310	$ 13,114	$ 11,708	$ 44,053
TOTAL INCOME	$ 35,206	$ 36,588	$ 39,274	$ 37,800	$ 148,868

BENEFIT EXPENSES					
PROVIDER	$ 6,832	$ 11,339	$ 14,312	$ 8,047	$ 40,530
SUBTOTAL	$ 6,832	$ 11,339	$ 14,312	$ 8,047	$ 40,530

OPERATING EXPENSES					
ADMINISTRATION	$ 4,887	$ 4,850	$ 4,919	$ 4,866	$ 19,522
MISCELLANEOUS	$ 6,008	$ 9,091	$ 6,997	$ 4,989	$ 27,085
SUBTOTAL	$ 10,895	$ 13,941	$ 11,916	$ 9,855	$ 46,607

TOTAL EXPENSES	$ 17,727	$ 25,280	$ 26,228	$ 17,902	$ 87,137
TOTAL INCOME	$ 35,206	$ 36,588	$ 39,274	$ 37,800	$ 148,868
TOTAL EXPENSES	$ 17,727	$ 25,280	$ 26,228	$ 17,902	$ 87,137
SURPLUS (DEFICIT)	**$ 17,479**	**$ 11,308**	**$ 13,046**	**$ 19,898**	**$ 61,731**
AVERAGE HOURLY INCOME	$ 0.09	$ 0.10	$ 0.11	$ 0.10	$ 0.10
AVERAGE HOURLY EXPENSES	$ 0.05	$ 0.07	$ 0.07	$ 0.05	$ 0.06
SURPLUS (DEFICIT)	$ 0.04	$ 0.03	$ 0.04	$ 0.05	$ 0.04
NUMBER OF PARTICIPANTS	740	734	746	737	739

2023
QUARTERLY RECAP

	FIRST 2023	SECOND 2023	THIRD 2023	FOURTH 2023	TOTAL
CONTRIBUTIONS	$ 23,190	$ 25,932	$ 26,816	$ 25,733	$ 101,671
MISCELLANEOUS	$ -	$ -	$ -	$ -	$ -
INTEREST & DIVIDENDS	$ 6,426	$ 6,972	$ 9,886	$ 10,410	$ 33,694
TOTAL INCOME	$ 29,616	$ 32,904	$ 36,702	$ 36,143	$ 135,365
BENEFIT EXPENSES					
PROVIDER	$ 6,539	$ 7,609	$ 3,647	$ 11,069	$ 28,864
SUBTOTAL	$ 6,539	$ 7,609	$ 3,647	$ 11,069	$ 28,864
OPERATING EXPENSES					
ADMINISTRATION	$ 4,653	$ 4,722	$ 4,679	$ 4,689	$ 18,743
MISCELLANEOUS	$ 12,326	$ 15,144	$ 11,879	$ 4,485	$ 43,834
SUBTOTAL	$ 16,979	$ 19,866	$ 16,558	$ 9,174	$ 62,577
TOTAL EXPENSES	$ 23,518	$ 27,475	$ 20,205	$ 20,243	$ 91,441
TOTAL INCOME	$ 29,616	$ 32,904	$ 36,702	$ 36,143	$ 135,365
TOTAL EXPENSES	$ 23,518	$ 27,475	$ 20,205	$ 20,243	$ 91,441
SURPLUS (DEFICIT)	**$ 6,098**	**$ 5,429**	**$ 16,497**	**$ 15,900**	**$ 43,924**
AVERAGE HOURLY INCOME	$ 0.09	$ 0.09	$ 0.10	$ 0.10	$ 0.10
AVERAGE HOURLY EXPENSES	$ 0.07	$ 0.07	$ 0.05	$ 0.06	$ 0.06
SURPLUS (DEFICIT)	$ 0.02	$ 0.02	$ 0.05	$ 0.04	$ 0.04
NUMBER OF PARTICIPANTS	728	743	735	737	736

FOURTH QUARTER 2024
CONTRACT INFORMATION

COMPANY	CURRENT RATE	RATE EFF. DATE	CBA EXPIRATION
CANADA DRY	$0.07	02-27-15	02-26-28
CANTEEN VENDING	$0.07	10-13-17	10-12-26
EIGHT O'CLOCK COFFEE	$0.07	10-01-04	07-17-27
GIANT 922	$0.07	04-28-11	06-20-26
GIANT RECYCLING	$0.07	08-01-04	06-20-26
GIANT WAREHOUSE	$0.07	05-30-04	05-15-27
QUALITY CUSTOM DISTRIBUTION	$0.07	07-28-16	07-28-25
WASHINGTON FOOD	$0.07	11-01-06	11-02-27

FOURTH QUARTER 2024
UTILIZATION

STEVEN M. SINDLER

CATEGORY	TYPE	NEW CASES	ATTORNEY HOURS	PARALEGAL HOURS	HOURLY RATE	TOTAL CHARGES
01	ADVISE AND CONSULTATION	0	0.00	0.00	$ 160	$ 0
02	WILL	0	0.00	0.00	$ 160	$ 0
03	FAMILY	0	6.00	0.00	$ 160	$ 960
04	REAL ESTATE	0	0.00	0.00	$ 160	$ 0
05	TRAFFIC	1	10.81	0.00	$ 160	$ 1,730
06	CRIMINAL	1	6.78	0.00	$ 160	$ 1,085
07	JUVENILE	0	0.00	0.00	$ 160	$ 0
08	PROBATE/ESTATE	0	0.00	0.00	$ 160	$ 0
09	CIVIL PROCEEDINGS	1	26.70	0.00	$ 160	$ 4,272
TOTALS		3	50.29	0.00		$8,047

ALL HOURS	50.29
ADJUSTED HOURS	50.29
COST PER HOUR	$ 160

LEGAL

DELINQUENCY REPORT

As of December 31, 2024

NONE

Warehouse Employees Union Local No. 730
and Contributing Companies' Prepaid Legal Services Fund

INVOICES

March 7, 2025

Atlanta Capital Management Co., LLC

2/5/2025	Fee for investment services rendered through December 31, 2024	$ 182.00

Investment Performance Services, LLC

12/11/2024	Fee for professional services rendered through December 31, 2024	$ 875.00

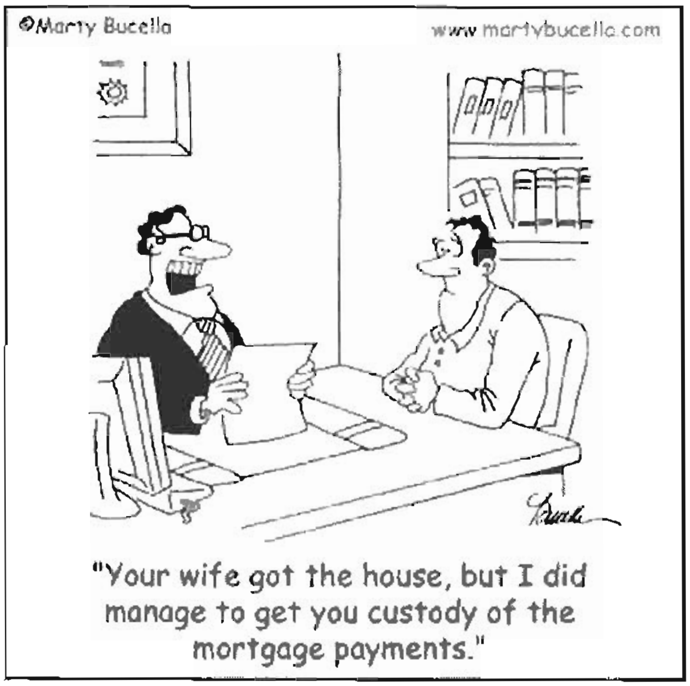
Mooney, Green, Saindon, Murphy & Welch, P.C.

2/18/2025	Fee for professional services rendered through December 31, 2024 B. Saindon, Rate: $475.00 per hour	$ 380.00
1/29/2025	Fee for professional services rendered through November 30, 2024 B. Saindon, Rate: $475.00 per hour	$ 902.50
12/15/2024	Fee for professional services rendered through October 31, 2024 B. Saindon, Rate: $475.00 per hour	$ 95.00

WAREHOUSE EMPLOYEES UNION LOCAL NO. 730 AND CONTRIBUTING COMPANIES' PREPAID LEGAL SERVICES FUND

ANNUAL REPORT

For the Reporting Period
January 1, 2024 to December 31, 2024



Law Offices of Steven M. Sindler
1130 Annapolis Road
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Odenton, MD 21113

(877) 293-8730

FIRST QUARTER 2024
UTILIZATION

CATEGORY	CATEGORY	CASES	PERCENT	ATTORNEY HOURS	HOURLY RATE	CHARGES	PERCENT
01	ADVISE AND CONSULT	3	37 5%	4.35	$160.00	$609.00	8.9%
02	WILL	0	0.0%	0.00	$160.00	$0.00	0.0%
03	FAMILY	2	25.0%	7.10	$160.00	$994.00	14.5%
04	REAL ESTATE	1	12.5%	5.00	$160.00	$700.00	10.2%
05	TRAFFIC	1	12.5%	10.71	$160.00	$1,549.40	22.7%
06	CRIMINAL	0	0.0%	0.00	$160.00	$0.00	0.0%
07	PROBATE/ESTATE	0	0 0%	0.00	$160.00	$0.00	0.0%
08	CIVIL PROCEEDINGS	1	12.5%	20.50	$160.00	$2,980.00	43.6%
TOTALS		8	100.0%	47.66	$160.00	$6,832.40	100.0%

SECOND QUARTER 2024
UTILIZATION

CATEGORY	CATEGORY	CASES	PERCENT	ATTORNEY HOURS	HOURLY RATE	CHARGES	PERCENT
01	ADVISE AND CONSULT	9	56.3%	10.75	$160.00	$1,595.00	14.1%
02	WILL	0	0.0%	0.00	$160.00	$0.00	0.0%
03	FAMILY	2	12.5%	31 01	$160.00	$4,761.60	42.0%
04	REAL ESTATE	1	6.3%	6.00	$160.00	$960.00	8.5%
05	TRAFFIC	3	18 8%	22.98	$160.00	$3,677.40	32.4%
06	CRIMINAL	0	0.0%	0.00	$160.00	$0.00	0.0%
07	PROBATE/ESTATE	0	0.0%	0.00	$160.00	$0.00	0.0%
08	CIVIL PROCEEDINGS	1	6.3%	2.15	$160.00	$344.00	3.0%
TOTALS		16	100 0%	70.86	$160.00	$11,338.00	100.0%

THIRD QUARTER 2024
UTILIZATION

CATEGORY	CATEGORY	CASES	PERCENT	ATTORNEY HOURS	HOURLY RATE	CHARGES	PERCENT
01	ADVISE AND CONSULT	8	47.1%	9 00	$160.00	$1,440.00	0.0%
02	WILL	0	0.0%	0 00	$160 00	$0.00	0.0%
03	FAMILY	1	5.9%	12.60	$160.00	$2,016.00	0.0%
04	REAL ESTATE	0	0 0%	0.00	$160.00	$0.00	0 0%
05	TRAFFIC	2	11.8%	14.49	$160.00	$2,318.40	0.0%
06	CRIMINAL	0	0.0%	0.00	$160.00	$0.00	0.0%
07	PROBATE/ESTATE	0	0.0%	0.00	$160.00	$0.00	0.0%
08	CIVIL PROCEEDINGS	6	35.3%	53.36	$160.00	$8,537.60	0.0%
TOTALS		17	0.0%	89 45	$160.00	$14,312.00	0.0%

FOURTH QUARTER 2024
UTILIZATION

CATEGORY	CATEGORY	CASES	PERCENT	ATTORNEY HOURS	HOURLY RATE	CHARGES	PERCENT
01	ADVISE AND CONSULT	0	0.0%	0.00	$160.00	$0.00	0.0%
02	WILL	0	0.0%	0.00	$160.00	$0.00	0.0%
03	FAMILY	0	0.0%	6.00	$160.00	$960.00	11.9%
04	REAL ESTATE	0	0.0%	0.00	$160.00	$0.00	0.0%
05	TRAFFIC	1	33.3%	10.81	$160.00	$1,729.60	21.5%
06	CRIMINAL	1	33.3%	6.78	$160.00	$1,084.80	13.5%
07	PROBATE/ESTATE	0	0 0%	0.00	$160.00	$0.00	0.0%
08	CIVIL PROCEEDINGS	1	33.3%	26.70	$160.00	$4,272.00	53.1%
TOTALS		3	100.0%	50.29	$160.00	$8,046 40	100.0%

TOTAL UTILIZATION 2024

CATEGORY	CATEGORY	CASES	PERCENT	ATTORNEY HOURS	HOURLY RATE	CHARGES	PERCENT
01	ADVISE AND CONSULT	20	45 5%	23 65	$160.00	$3,644.00	9.0%
02	WILL	0	0.0%	0.00	$160 00	$0.00	0.0%
03	FAMILY	5	11.4%	53.70	$160 00	$8,731.60	21.5%
04	REAL ESTATE	2	4.5%	10.38	$160.00	$1,660.00	4.1%
05	TRAFFIC	7	15.9%	57.97	$160.00	$9,274.80	22.9%
06	CRIMINAL	1	2.3%	6.78	$160.00	$1,084.80	2.7%
07	PROBATE/ESTATE	0	0 0%	0.00	$160.00	$0.00	0.0%
08	CIVIL PROCEEDINGS	9	20.5%	100.83	$160.00	$16,133.60	39.8%
TOTALS		44	100.0%	253.31	$160.00	$40,528.80	100.0%

Year to Date - Last year
1/1/2024 through 12/31/2024

Category	1/1/2024-12/31/2024
INFLOWS	
Fund Payments	40,528.80
TOTAL INFLOWS	**40,528.80**
OUTFLOWS	
Civil Matters	16,133.60
Consultations	3,784.00
Criminal	1,084.80
Domestic	8,591.60
Real Estate	1,660.00
Traffic	9,274.80
TOTAL OUTFLOWS	**40,528.80**

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:

	2/27/24	2/27/25	2/27/26	2/27/27
Daily Base	$22.00	$23.50	$25.00	$26.50
Commission				
Full Case	$0.3850	$0.3950	$0.405	$0.420
Half Case	$0.1925	$0.2025	$.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
Commission				
Full Case	$0.4975	$0.5235	$0.5334	$0.5534
Half Case	$0.2488	$0.2618	$0.2667	$0.2767
Empty Shell 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	2/27/24	2/28/25	2/26/26	2/25/27
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	2/27/24	2/27/25	2/27/26	2/27/27
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	2/27/24	2/28/25	2/26/26	2/26/27
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 CDL A	**$25.00 per hour**	**$25.60 per hour**	**$26.20 per hour**	**$26.90 per hour**
Bulk Drivers CDL B	**$25.50 per hour**	**$26.10 per hour**	**$26.70 per hour**	**$27.40 per hour**
Bulk Drivers Non-CDL	**$26.00 per 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:

	2/27/24	2/27/25	2/27/26	2/27/27
Daily base pay	$65.00	$66.00	$67.00	$68.00
Commission	$0.28	$0.29	$0.30	$0.31
Empty 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 of, 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 6th day, it shall be paid at 1.5 times the prevailing rate. Work performed on the 7th day shall be paid at 2 times the prevailing rate.

Consecutive 4-10 hour days. When work is performed on the 5th and/or the 6th day it shall be paid at 1.5 times the prevailing rate. Work performed on the7th 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:

Drivers	**Starting Windows**
Bulk/3rd 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

Salespersons	**Starting Windows**
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.

E. 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 (6th) 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 (7th) 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 (6th) 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 (7th) 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 (5th) and sixth (6th) 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 (7th) 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 6th day it shall be paid at 1.5 times the prevailing rate. Work performed on the 7th day shall be paid at 2 times the prevailing rate.

Consecutive 4-10 hour days. When work is performed on the 5th and/or the 6th day, it shall be paid at 1.5 times the prevailing rate. Work performed on the 7th 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 1st in each year so that in subsequent years employees with three (3) or more years of continuous service shall be entitle 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^{th}.

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.

WEEKS EARNED	WEEKS ALLOWED DURING MAY 1-SEPTEMBER 15
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 with 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, handbilling, 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 rightto 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 herby 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:

2/27/24	2/27/25	2/27/26	2/27/27
$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 diver'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

merchandiser, 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) <u>between</u> 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.	**TEAMSTERS LOCAL 639**
By: Amir Ravitz, Esq. VP/Labor & Corporate Counsel	By:
Date: 8/27/2024	Date: 08/27/2024

EXHIBIT A

ABSENCE AND LATENESS POLICY

PHASE I

After 3rd Absence- Verbal Warning
After 6th Absence- Written Warning

PHASE II

After 9th 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 11th 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 staring 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:

1st Verbal Warning
2nd Written Warning
3rd One (1) Day Suspension
4th 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

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

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

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

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

Four-Week Period

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

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

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

4th 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 (3rd) 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%			

COLLECTIVE BARGAINING AGREEMENT

By and Between

WASHINGTON FOOD SUPPLY

And

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

Term of the Agreement

November 1, 2024 – November 2, 2027

Remember!

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

EXECUTIVE BOARD

President – William Davis
Secretary/Treasurer – Scott Clark
Vice President – Wayne Settles
Recording Secretary – Chuck Bollino
Trustee – Sandra Hodge
Trustee – Sharon Holland
Trustee/Organizer – Joe Freeman

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

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

AGREEMENT

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

ARTICLE ONE – RECOGNITION

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

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

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

ARTICLE TWO – SCOPE OF THE AGREEMENT

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

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

ARTICLE THREE – UNION MEMBERSHIP

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

ARTICLE FOUR – CHECK-OFF

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

ARTICLE FIVE – WORKWEEK

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

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

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

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

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

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

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

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

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

ARTICLE SIX – OVERTIME

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

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

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

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

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

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

ARTICLE SEVEN – MANAGEMENT RIGHTS

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

ARTICLE EIGHT – UNAUTHORIZED ACTIVITY

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

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

ARTICLE NINE – HOLIDAYS

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

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

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

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

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

ARTICLE TEN – BULLETINS

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

ARTICLE ELEVEN - COFFEE BREAKS

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

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

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

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

ARTICLE TWELVE – FIDELITY BONDS, PHYSICAL EXAMINATIONS

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

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

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

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

ARTICLE THIRTEEN – MINIMUM WAGES

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

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

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

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

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

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

ARTICLE FOURTEEN – DISCIPLINE AND DISCHARGE

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

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

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

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

ARTICLE FIFTEEN -SENIORITY

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

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

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

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

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

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

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

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

15.9 Seniority shall be broken by:

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

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

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

ARTICLE SIXTEEN – PAID TIME OFF

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

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

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

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

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

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

ARTICLE SEVENTEEN – LEAVES OF ABSENCE

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

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

(b) Official Union Business

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

ARTICLE EIGHTEEN – SHIFTS

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

ARTICLE NINETEEN – NO REDUCTIONS

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

ARTICLE TWENTY – PROTECTION OF RIGHTS

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

ARTICLE TWENTY-ONE – GRIEVANCE AND ARBITRATION

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

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

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

ARTICLE TWENTY-TWO – NO STRIKE OR LOCKOUT

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

ARTICLE TWENTY-THREE – HEALTH AND WELFARE

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

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

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

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

ARTICLE TWENTY-FOUR – JOB STEWARDS

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

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

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

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

ARTICLE TWENTY-FIVE – PENSION

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

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

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

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

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

ARTICLE TWENTY-SIX – JURY DUTY

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

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

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

ARTICLE TWENTY-SEVEN – FUNERAL LEAVE

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

ARTICLE TWENTY-EIGHT – COOPERATION

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

ARTICLE TWENTY-NINE – WEARING APPAREL

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

ARTICLE THIRTY – PRE-PAID AID

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

ARTICLE THIRTY-ONE – DISCRIMINATION

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

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

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

ARTICLE THIRTY-THREE – TENURE

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

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

FOR THE EMPLOYER:	FOR THE UNION:
Washington Food & Supply Company	Teamsters Local Union No. 639
By:	By: Joseph R. W. Fuen
Date: 11-26-2024	Date: 11-26-2024

YOU HAVE RIGHTS

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

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

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

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

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

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

PROTECT YOUR JOB
AND YOUR INTERESTS!

Know your Union and its activities.

Attend Union meetings.

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

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

Visit our website at:
www.teamsters639.com

Novak | Francella
LLC | CERTIFIED PUBLIC ACCOUNTANTS

December 2, 2024

Board of Trustees
Warehouse Employees Union Local No. 730
and Contributing Companies' Prepaid Legal Services Fund
911 Ridgebrook Road
Sparks, MD 21152-9459

We are pleased to confirm our understanding of the services we are to provide for Warehouse Employees Union Local No. 730 and Contributing Companies' Prepaid Legal Services Fund (the Plan), for the year ended December 31, 2024 in connection with the Plan's annual reporting obligation under the Employee Retirement Income Security Act of 1974 (ERISA).

Audit Scope and Objectives

We will audit the financial statements of the Plan, which comprise the statement of net assets available for benefits and benefit obligations as of December 31, 2024, the related statement of changes in net assets available for benefits and benefit obligations for the year then ended, and the related notes to the financial statements and report on the supplemental schedules of the Plan for the year ended December 31, 2024. The following supplemental information accompanying the financial statements, as applicable, will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will report on whether the information is fairly stated in all material respects in relation to the financial statements as a whole:

1. Assets (Held at End of Year) and Assets (Acquired and Disposed of Within Year).
2. Loans or Fixed Income Obligations in Default or Classified as Uncollectible.
3. Leases in Default or Classified as Uncollectible.
4. Reportable Transactions.
5. Nonexempt Transactions.

These financial statements and supplemental schedules are required to be included in the Plan's Form 5500 filing with the Employee Benefits Security Administration (EBSA) of the Department of Labor (DOL). The supplemental schedules are presented for the purpose of additional analysis and are not a required part of the financial statements but are supplemental information required by the DOL's Rules and Regulations for Reporting and Disclosure under ERISA.

BOSTON | 33 Harrison Avenue, Suite 500 | Boston, MA 02111 | 617.500.6578
CONNECTICUT | 255 Route 80, PO Box 698 | Killingworth, CT 06419 | 860.663.1190
NEW YORK | 450 Seventh Avenue, 28th Floor | New York, New York 10123 | 212.279.4262
PHILADELPHIA | 40 Monument Road, 5th Floor | Bala Cynwyd, PA 19004 | 610.668.9400
WASHINGTON, DC | 6750 Alexander Bell Drive, Suite 470 | Columbia, MD 21046 | 443.832.4009

The objectives of our audit are to obtain reasonable assurance about whether the Plan's financial statements as a whole are free from material misstatements, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations, including prohibited transactions with parties in interest or other violations of ERISA rules and regulations, that are attributable to the Plan or to acts by management or employees acting on behalf of the Plan.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and will include prohibited transactions in the supplemental schedule of nonexempt transactions as required by the instructions to Form 5500. Our responsibility, as auditors, is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Plan and its environment, including internal controls, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design the nature, timing, and extent of further audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit we will communicate to you, and those charged with governance, internal control related matters that are required to be communicated under professional standards.

We will communicate with management and those charged with governance certain matters as required by GAAS, including reportable findings identified during the audit of the Plan as a result of testing relevant plan provisions.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of investments, benefit obligations, and certain other assets and liabilities by correspondence with financial institutions, actuaries, and other third parties. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

In addition, we will perform certain procedures directed at considering the Plan's compliance with applicable Internal Revenue Service (IRS) requirements for tax-exempt status and ERISA plan qualification requirements. However, you should understand that our audit is not specifically designed for and should not be relied upon to disclose matters affecting Plan qualifications or compliance with the ERISA and IRS requirements. If, during the audit, we become aware of any instances of such matters or ways in which management practices can be improved, we will communicate them to you.

Tax Return Preparation

We will prepare the Plan's Form 5500, including required schedules, for the year ended December 31, 2024. After we have completed the Plan's Form 5500 and required schedules, we will authorize the Plan to include our auditor's report on the financial statements and supplemental schedules with the Plan's Form 5500 filing. We may request your assistance in providing certain information and completing certain schedules for this form. We will provide you with advice regarding the preparation of the supporting information. It is your responsibility to provide all of the information required for the preparation of a complete and accurate form, including all required schedules, some of which are prepared and provided by other service providers (such as Schedule A provided by the insurance company). Our work in connection with the preparation of your Form 5500 does not include any procedures designed to discover defalcations or other irregularities, should any exist. You have the final responsibility for the Form 5500 and the required supporting supplemental schedules, and you should review them carefully before you sign them. We will work with you to electronically file this return.

In addition to the Form 5500, we will prepare a Summary Annual Report to be used by the Plan for distribution to participants. Even though we will prepare this form, management is ultimately responsible for the accuracy and completeness of the form. You should review the form carefully before it is distributed.

In addition, we will prepare the Form 990 for the year ended December 31, 2024. Even though we will prepare this form, management is ultimately responsible for the accurate and complete preparation and filing of the form. The Form 990 must be filed electronically with the Internal Revenue Service (IRS); we shall file the Form 990 electronically on the Plan's behalf. An IRS electronic filing signature authorization for exempt organizations form must be completed and you are responsible for returning the form to us before it can be electronically transmitted. You have the final responsibility for the Form 990, and you should review it carefully before you sign the Form 990 and/or signature authorization.

This engagement does not include our commitment to prepare any other tax returns or informational returns for filing. You are responsible for determining what forms are required to be filed with all governmental and regulatory agencies and for the preparation and filing of these forms. If anything comes to our attention that causes us to believe additional forms should be prepared and filed, we will so advise you. If you request that we prepare these forms, and we agree to prepare, a separate arrangement with a separate engagement letter will need to be made. No additional forms are included in the fee arrangement covered by this letter.

Other Services We Will Perform

In addition to the audit services and the services for tax return preparation described above, we will perform the following additional services:

1. Attendance at one meeting of the Trustees to present the results of our audit.
2. Preparation of Plan financial statements.
3. Other permissible nonattest services as needed.

Although our firm has the capabilities to perform many other types of engagements, involving accounting, auditing, planning, and consulting, this engagement does not include our commitment to perform any additional services other than those described above. Should you wish to receive additional services, we would be delighted to discuss them with you and enter into a separate arrangement to provide those services, if we agree to provide the requested services.

Management Responsibilities for the Financial Statements

Our audit of the financial statements does not relieve management or the Board of Trustees of the following responsibilities:

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing and maintaining internal controls relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; for establishing an accounting and financial reporting process for determining fair value measurements; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Plan from whom we determine it necessary to obtain audit evidence. You are also responsible for maintaining a current plan instrument, including all plan amendments; for administering the Plan and determining that the Plan's transactions that are presented and disclosed in the financial statements are in conformity with the Plan's provisions, including maintaining sufficient records with respect to each of the participants to determine the benefits due or which may become due to such participants. You are also responsible for providing the information necessary for completion of the Plan's Form 5500 that we are being engaged to prepare on behalf of the Plan. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Plan involving (a) Plan management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Plan received in communications from employees, former employees, regulators, or others. In addition, you are also responsible for identifying and ensuring that the Plan complies with applicable laws and regulations. You are also responsible for the fair presentation of the supplemental schedules and the form and content of the supplemental schedules in conformity with ERISA. You agree to include our report on the supplemental information in any document that contains, and indicates that we have reported on, the supplemental information. You also agree to include the audited financial statements with any presentation of the supplemental information that includes our report thereon.

You agree to assume all management responsibilities for the tax services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. Management is also responsible for notifying us in advance of its intent to print our report, in whole or in part, and for giving us the opportunity to review any printed material containing our report before its issuance. Our responsibility with respect to any additional information in the printed material does not extend beyond the financial information identified in our report and we have no obligation to perform any procedures to corroborate other information contained in the printed material.

Administration, Fees, and Other

We understand that your personnel will prepare schedules, and analyses, and type all confirmations we request and will locate any invoices or other documents selected by us for testing.

The audit documentation for this engagement is the property of Novak Francella LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to the DOL pursuant to authority given to it by law. If requested, access to such audit documentation will be provided under the supervision of Novak Francella LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the DOL. The DOL may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. In the event a request by the DOL includes the Plan's confidential information, we shall notify the Plan (in writing) of the request as soon as reasonably possible, but in no event more than five business days following receipt of the request. Additionally, we will coordinate our response with Plan legal counsel in order to provide the Plan with a reasonable opportunity to seek protective relief.

Marcella F. Pascal is the Engagement Director and is responsible for supervising and reviewing the engagement. The timely completion of this engagement is dependent, in part, upon your staff providing the information requested in a timely manner.

Fees for our services will be $7,600 for the audit and for preparation of the Form 5500, Form 990, and the Summary Annual Report. These fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary or if unexpected circumstances are encountered, we will discuss this with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees may be rendered as work progresses and are payable on presentation.

Reporting

We will issue a written report upon completion of our audit of the Plan's financial statements. Our report will be addressed to the Board of Trustees of the Plan. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

Electronic Data Communication and Storage

In the interest of facilitating our services to the Plan, we may send confidential Plan data over the Internet, or store confidential Plan electronic data via computer software applications hosted remotely on the Internet or utilize cloud-based storage. We may also use third party service providers to store or transmit this Plan data, such as providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such Plan communications and confidential Plan electronic data secure in accordance with our obligations under applicable federal and state laws, regulations, professional standards, and the terms of this engagement letter. We also understand that the Plan may request that we abide by its own security policies and procedures, and, to all reasonable extents, anticipate agreeing to comply with the Plan's security policies and procedures that are not described in this engagement letter. We require that any third party vendor which handles the Plan's information described above do the same

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted outside of our systems or if it has been subject to unauthorized access while stored outside of our systems, notwithstanding all reasonable security measures employed by us or our third party vendors. We will not disclose information regarding the Plan or its participants ("Plan Information") to parties other than the Plan except as necessary to perform services under this Agreement and with advance written consent from the Plan.

In the event of any disclosure of Plan Information inconsistent with the preceding paragraph, or any unauthorized access by a third party of Plan Information maintained by us, we shall notify the Plan of the disclosure or unauthorized access immediately, and in no event later than ten (10) days after discovery of the disclosure or unauthorized access of Plan Information. Such notice will be in writing and will include all relevant details of the disclosure or unauthorized access, including but not limited to the date on which the disclosure or unauthorized access occurred, the information that was disclosed or accessed, the number of Plan participants and beneficiaries affected, if applicable, the steps being taken to remedy the effects of the disclosure or unauthorized access, and any other information required to be disclosed to the Fund under any applicable state or federal law. We will provide the Plan with new information regarding the disclosure or unauthorized access immediately upon learning or receiving such information. We agree to maintain our own cybersecurity liability insurance policy in an amount that we determine to be commercially reasonable.

Client Portals

To enhance our services to you, we will utilize ShareFile, a collaborative, virtual workspace in a protected, online environment. ShareFile permits real-time collaboration across geographic boundaries and time zones and allows Novak Francella LLC and you to share specific Plan data, engagement information, knowledge, and deliverables (collectively "Plan Specific Data") in a protected environment.

You agree that we have no responsibility for the activities of ShareFile. While ShareFile backs up your Plan Specific Data to a third party server, we recommend that you also maintain your own backup files of these records.

If you decide to transmit your confidential Plan electronic data or information to us in a manner other than a secure portal, you accept responsibility for any and all unauthorized access to such information. If you request that we transmit confidential Plan electronic data or information to you in a manner other than through a secure portal, you agree that we are not responsible for any loss or damage of any nature, whether direct or indirect, that may arise as a result of our sending such information in the manner you request.

Summons or Subpoenas

All Plan information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis.

If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable but in no event more than five business days following our receipt of this summons or subpoena. You may, within the time permitted under the summons or subpoena for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to quash, or otherwise limit the scope of, the summons or subpoena. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying the requested information of the summons or subpoena, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the reasonable fees and expenses of our legal counsel, incurred in responding to such requests. This paragraph will survive termination of this Agreement.

We appreciate the opportunity to be of service to the Warehouse Employees Union Local No. 730 and Contributing Companies' Prepaid Legal Services Fund and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Very truly yours,

MARCELLA F. PASCAL

RESPONSE:

This letter correctly sets forth the understanding of the Warehouse Employees Union Local No. 730 and Contributing Companies' Prepaid Legal Services Fund.

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Union Trustee

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Employer Trustee