

# SACRAMENTO WAREHOUSE AND DELIVERY DRIVERS

SEPTEMBER 1, 2015 – AUGUST 31, 2020

THIS AGREEMENT is made and entered into by and between FOSTER DAIRY FARMS dba; CRYSTAL CREAMERY and TEAMSTERS LOCAL 150.

## **ARTICLE 1.**

### **RECOGNITION:**

The Employer recognizes Teamsters Local 150 (Sacramento) as the exclusive representatives for purposes of collective bargaining for all employees working under the terms and conditions of this Agreement.

## **ARTICLE 2.**

### **PARTIES TO THE AGREEMENT:**

Section 1.     EMPLOYER COVERED FOSTER DAIRY FARMS dba; CRYSTAL CREAMERY is hereafter designated as the “Employer”.

Section 2.     UNION COVERED TEAMSTERS Local 150 (Sacramento) is hereafter designated as the “Local Union”.

Section 3.     TRANSFER OF COMPANY TITLE OR INTEREST.

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or portion thereof is sold, leased, transferred or taken over by sale, transfer, lease assignment or receivership or bankruptcy proceeding (unless otherwise provided by law), such operation shall continue to be subject to the condition of this Agreement for the remainder of its then existing term.
- (b) The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, leasee or assignee of the operation covered by this Agreement, with a copy to the Union not later than the effective date of the sale, transfer, lease or assignment.

## **ARTICLE 3.**

### **UNION SECURITY:**

- (a) All employees covered by this Agreement who are Members of a Local Union on the date of execution of this Agreement or on the effective date of this Agreement whichever is later, shall as a condition of employment, remain members in good standing in said Local Union. All present employees covered by this Agreement who are not members of a Local Union and all employees covered by this Agreement who are hired hereafter shall become and remain members in good standing in a Local Union as a condition of employment on and after the thirtieth (30<sup>th</sup>) day following the beginning of their employment, the effective date of this Agreement or the date of execution of this Agreement, whichever is later.

- (b) Upon presentation by the Union of authorizations signed by the employee and in the second pay period with the Company, the Company agrees to deduct from each employee's wages, any initiation fees, periodic dues, and assessments as directed. Such deductions shall be remitted to the Union by the tenth (10<sup>th</sup>) day of each month. For the purpose of initiation fees and assessments, the Company will deduct a maximum of \$50.00 per pay period (bi-weekly). The Company will not be responsible for past due dues or collecting dues that were unavailable at the normal deduct date, and shall be indemnified from any and all disputes, suits, or judgments of any kind or nature arising out of or in connection with these deductions.
- (c) The Employer shall discharge an employee within seven (7) days after receipt of written notice from the Union that the employee has not become or remained a member in good standing in the Local Union unless the employee shall pay or tender his Union membership dues, initiation fee or re-initiation fee to an authorized representative of the Union before the expiration of the seven (7) days. The Union hereby agrees to indemnify and hold harmless the Employer for any and all back pay resulting from the Employer's termination of any employee pursuant to the Union's request for such termination.

#### **ARTICLE 4.**

##### **HIRING:**

The Local Union shall have reasonable opportunity to refer applicants for vacancies. Within two (2) business days following the employment of a new employee the Employer shall notify the Local Union of the new employee's name, address, classification and date of employment. For the purpose of this article, the term "Local Union" shall refer to the specific Union having boundaries within which the vacancy exists.

#### **ARTICLE 5.**

##### **MAINTENANCE OF BARGAINING UNIT:**

Section 1. In order to preserve the work and job bidding opportunities of existing Route Drivers and Relief Route Drivers covered by this Agreement, the Employer agrees that he will not transfer a customer account from a route currently served by the company without the prior discussion and good faith efforts to come to mutual agreement to a change of this nature. It is not the intent of the Local Union or its' members that the Company operate any customer accounts at a financial loss. If an agreement cannot be reached the issue will move to mediation. Costs of mediation will be shared equally by the Union and the Company. Both parties agree that the "Mediator" will have the authority to make a binding decision on the specific issue brought forth before the "Mediator". The "Mediator" will not have the authority to amend, modify or alter the terms of this Agreement.

#### **ARTICLE 6.**

##### **UNION PRINCIPLES:**

No employee shall be discharged, disciplined, or otherwise discriminated against for lawful activity on behalf of, or representation of the Union.

## **ARTICLE 7.**

### **HOURS:**

- Section 1.
- a) Except as provided in paragraphs (B) and (C) of this Section, eight (8) hours shall constitute a day's work and shall be completed within eight and one-half (8 ½) hours. All work performed in excess of eight (8) hours per day, or forty (40) hours per week, shall be paid for at overtime rate.
  - b) For Transportation Department only, overtime at one and one-half (1 ½) times the straight time hourly rate will be paid for hours worked up to twelve (12) hours in any one day and for voluntarily working a scheduled day off. Employees not volunteering and who are required to work will be paid at two (2) times the straight time hourly rate. Volunteers will be recognized by seniority and utilized before non-volunteers in fulfilling overtime requirements.
  - c) In lieu of the provisions of paragraphs (A) and (B) of this section the Employer may establish a work week, Sunday through Saturday, of forty (40) hours consisting of four (4) ten (10) hour days upon the following conditions:
    1. For all employees ten (10) hours shall constitute a day's work and shall be completed within ten and one-half (10 ½) hours
    2. Ten (10) hours work per day shall be offered to each employee with respect to his or her regularly scheduled workdays. When an employee requests to work less than ten (10) hours per day, he/she shall be paid his/her regular hourly rate for time actually worked.
    3. All such employees shall receive three (3) days off each calendar week. At least two (2) of them shall be consecutive.
    4. A day shall consist of ten (10) hours for purposes of calculating pay for funeral leave, sick leave and jury duty.
    5. If an employee works on a holiday, the employee shall receive eight (8) hours pay for the holiday. If an employee does not work on the holiday and has been scheduled for less than a four (4) day workweek, the employee shall receive ten (10) hours pay for the holiday. If the employee does not work the holiday and has been scheduled for four (4) or more days in the workweek the employee shall receive eight (8) hours pay for the holiday.
    6. Whenever one of the holidays set forth in Article 12 falls within an employee's regular work week, the employee shall be offered thirty (30) hours of work exclusive of hours offered on the holiday.
    7. Except as provided in paragraph (b) of this section, twice the straight time hourly rate shall be paid for time worked in excess of ten (10) hours in any one day.

8. An employee working on his regularly scheduled day off shall be offered ten (10) hours of work unless he is replacing a regularly scheduled eight (8) hour employee, in which case he/she shall be offered eight (8) hours of work. For all time worked on his/her day off, he shall be paid the rate of twice his straight time hourly rate.
9. An employee working any of the contractual holidays shall receive eight (8) hours of pay at his/her straight time rates as holiday pay, in addition to his pay for time worked, and he/she shall be offered ten (10) hours of work. He/she shall be paid one and one-half (1-1/2) times the straight time rate for time worked up to ten (10) hours.
10. Meal periods pertaining to the provision above is covered in Article 32.

- d.) In lieu of the provisions of paragraph (a), (b), and (c) of this Section, after prior consultation with the Union, the Employer may establish a workweek, Sunday through Saturday, consisting of three (3) thirteen (13) hour and twenty (20) minute days for drivers only upon the following conditions:
  1. Thirteen (13) hours and twenty (20) minutes work per day shall be offered each employee on his regularly scheduled workdays.
  2. Each employee shall receive four days off each calendar week as follows:
    - a. 2 days off consecutively twice a week
    - b. 3 days off and 1 day off in a week
    - c. 4 days off consecutively
    - d. Other days off as mutually agreed to by company and employee
  3. A day shall consist of thirteen (13) hours and twenty (20) minutes for purposes of calculating pay for funeral leave, sick leave and jury duty.
  4. If an employee works on a holiday, the employee shall receive a minimum of thirteen (13) hours and twenty (20) minutes of work on the holiday and shall receive eight (8) hours pay for the holiday. If an employee does not work on the holiday and has been scheduled for less than a three (3) day workweek, the employee shall receive thirteen (13) hours and twenty (20) minutes pay for the holiday. If the employee does not work the holiday and has been scheduled for three (3) or more days of work for the workweek, the employee shall receive eight (8) hours pay for the holiday.
  5. Whenever one of the holidays set forth in Article 12 falls on an employee's regular work day, the employee shall be offered twenty six (26) hours and forty (40) minutes of work, exclusive of hours offered on the holiday.

6. Employees shall be paid twice the straight time hourly rate for time worked in excess of thirteen (13) hours and twenty (20) minutes in any one day.
7. An employee working on his regularly scheduled day off shall be offered thirteen (13) hours and twenty (20) minutes of work, except, if he is replacing an employee regularly scheduled to work eight (8) or ten (10) hours, he/she shall be offered eight (8) hours or ten (10) hours of work. He shall be paid twice his/her straight time hourly rate for all time worked on his day off.
8. An employee working on any of the contractual holidays shall be offered (13) hours and twenty (20) minutes of work, except, if he is replacing an employee regularly scheduled to work eight (8) or ten (10) hours of work. He shall be paid one and one-half (1 ½) times the straight time rate for time worked up to thirteen (13) hours and twenty (20) minutes and twice the straight time rate for all time worked in excess of thirteen (13) hours and twenty (20) minutes on a holiday.
9. Meal periods pertaining to the provision above is covered in Article 32.

## Section 2.

- (a). All regular employees shall be offered forty (40) hours of work each week except regular on-call employees or students or in case of seasonal layoffs or in emergency conditions agreed upon between the Employer and the Union. The offer of forty (40) hours work shall not apply to any week in which employees are hired, recalled from layoff, discharged, return from sick leave or leave of absence.
- (b). An employee on layoff status who replaces an employee on disability shall not be subject to the forty (40) hour guarantee for the work weeks in which he is recalled and laid off.
- (c). Any employee who works on his or her scheduled day off shall be paid at the rate of two (2) times his or her hourly rate for all time worked, unless the employee calls in sick another day during such work week. In this case, the employee shall be paid the straight time rate for working scheduled days off up to forty (40) hours. The Employer may not bypass seniority to select employees receiving a lower pay rate in this case.

## Section 3.

- (a). Whenever one of the holidays set forth in Article 12 falls within an employee's regular work week, the employee shall be offered thirty-two (32) hours of work exclusive of hours of work offered on the holiday.
- (b). If, during a week in which a holiday falls, an employee is scheduled to be off on a day other than his regular day off, he shall be paid at the overtime rate for all work performed on his regular day off, unless the employee's regular day off has

been changed at his request and with the Employer's approval, or in accordance with Article 8, Section 1 (B).

#### Section 4.

- (a). Eight (8) hours work per day shall be guaranteed each employee. When an employee requests to work less than eight (8) hours per day, he shall be paid his/her regular hourly rate for time actually worked.
- (b). If an employee sustains an industrial injury and there is medical evidence that injury prevented him from continuing to work on the day of injury, he shall be paid for time worked on that day, but for not less than the normally scheduled work day.

#### Section 5.

- (a). The basic measure of a work week for all drivers shall include loading, unloading, delivering, soliciting, and collecting. Route Drivers shall be paid a minimum of fifteen (15) minutes for route settlement. In the event that an Employer's established system for route settlement requires more than fifteen (15) minutes, the Union and the Employer shall mutually agree upon a longer time for route settlement.
- (b). Either party, upon written request to the other party, will have the wholesale drivers check in and out on the time clock for a period not to exceed two (2) weeks for the purpose of establishing the correct average check-in time. If as a result thereof, it is ascertained that the correct average check-in time is in excess of that paid by the Employer the increase in average check-in time allowed and compensation therefore shall be effective as of the date of the written report.
- (c). During the period when drivers are checking in and out on the time clock to establish the correct average check-in time, the Employer agrees it will not direct or require a driver to perform duties normally connected with checking in while the driver is out on his/her route.
- (d). Whenever a driver's check-in time exceeds the check-in time allowed because of errors committed by other employees, the driver shall be paid for such excess time.

#### Section 6.

For purposes of this article a regular employee is an employee who has completed 66 working days from their date of hire. A working day is any day an employee works more than half of his/her scheduled shift.

### **ARTICLE 8.**

#### **DAYS OFF:**

##### Section 1.

- (a). All employees shall receive two (2) days off each calendar week. Consecutive days off shall be assigned to senior employees when practical within classification

on a shift. Bid days off cannot be lost to another employee, regardless of seniority.

- (b). If during a week in which a holiday falls, an employee's day off is changed, he/she shall be paid at the overtime rate for work performed on the originally scheduled day off unless:
1. The employee receives two (2) consecutive days off during that week, or receives the holiday off, and
  2. The employee is notified of the change in his day off at least seven (7) days before the originally scheduled day off or the rescheduled day off, whichever is earlier.

#### Section 2.

No employee shall by his own choice be permitted to work on his days off. Employees shall not be permitted to work on regularly scheduled days off, except in the event of sickness of five (5) working days or less or an emergency which is mutually agreed to by the Local Union and the Employer; and in such cases, the Employer may allow an alternative day or days off within the following four (4) week period, providing such alternative days off are scheduled at least three (3) days in advance.

#### Section 3.

Days off shall be scheduled at least seven (7) days in advance. However, if an employee is temporarily assigned to fill the position held by an employee on disability leave, notice of change in days off as a result of the return to work of the employee on leave shall be given at least seventy-two (72) hours in advance.

#### Section 4.

Days off not received in accordance with the foregoing shall be paid for at the overtime rate.

### **ARTICLE 9.**

#### **OVERTIME RATE:**

For purposes of this article, "area" is defined as:

Transportation (Wholesale Class B or Class C, Transport Class A)  
Loaders (Transport and Bobtail)

#### Section 1.

- (a). Except as provided in paragraph (b), an employee's hourly overtime rate shall be one and one-half (1 ½) times his regular hourly rate. Any time worked in excess of nine and one-half (9 ½) hours in any one day shall be overtime and paid for at the rate of two (2) times the straight hourly rate. All time worked on scheduled days off shall be paid at twice the straight time hourly rate.
- (b). For Transportation Department only, overtime at one and one-half (1 ½) times the straight time hourly rate will be paid for hours worked up to twelve (12) hours in any one day and for voluntarily working a scheduled day off. Employees not volunteering and who are required to work will be paid at two (2) times the

straight time hourly rate. Volunteers will be recognized by seniority and utilized before non-volunteers in fulfilling overtime requirements.

Section 2.

If an employee is required to return to work within twelve (12) hours after completing his/her regular straight time hours on any shift, he shall be paid at the rate of time and one-half (1 ½) for all hours worked within such twelve (12) hours; provided that as to relief employees and Transport Drivers, the time and one-half (1 ½) rate shall be paid only for all hours worked within eight (8) hours of completion of regular straight time hours.

Section 3.

It shall not be a violation of this Agreement or a cause for discharge or disciplinary action for an employee to refuse to work overtime, except as otherwise provided hereafter:

Daily overtime in excess of ten (10) hours will not be required during a calendar week. The provisions of this Article notwithstanding, if all qualified bargaining unit personnel do not wish to perform and may not be required to perform daily overtime work, the Employer may assign such daily overtime work to salaried personnel and such work performed shall not be subject to the provisions of Article 49.

Section 4.

Overtime shall be reckoned by the quarter (1/4) hour and shall be paid on a quarter (1/4) hour in which the employee works more than seven (7) minutes.

**ARTICLE 10.**

**NIGHT SHIFT PREMIUMS:**

Section 1.

In addition to regularly hourly rate of his classification, any employee who works any part of his regular shift between the hours of 6:00pm and 6:00am shall receive a premium of thirty-five (35) cents per hour; provided that if such employee works more than fifty percent (50%) of his regular shift between said hours, he shall receive the premium for all hours worked during the shift.

Section 2.

The number of wholesale night delivery route drivers shall not exceed the number of route drivers on days. A night route driver shall be defined as one who commences work between 6:00pm and 12:00am

Section 3.

Notwithstanding the provisions of Sections 1 and 2 above, a wholesale driver presently receiving a higher premium rate for work between 2:01am and 6:00am shall continue to receive that rate, unless more than fifty percent (50%) of his shift is worked before 6:00am.



## **ARTICLE 11.**

### **POSTING OF STARTING TIME:**

#### **Section 1.**

An employee shall be notified of any change in his starting time not later than the close of his/her next preceding shift.

#### **Section 2.**

If an employee's starting time is changed without the aforesaid notice, the employee shall be paid at the overtime rate for all hours worked before or after the properly scheduled starting or quitting time.

#### **Section 3.**

For purposes of satisfying the requirements of Article 7, Section 4, overtime hours worked pursuant to the aforesaid provisions may be applied to meet the eight (8) hour daily guarantee.

#### **Section 4.**

Necessary daily schedule changes in the Transportation Department shall be communicated to the affected employee before 5:00pm of the day prior to the start of the employee's next shift.

## **ARTICLE 12.**

### **HOLIDAYS:**

#### **Section 1.**

- (a). The following holidays shall be granted with full pay to all employees although no work is performed: New Year's Day, Presidents Day, Memorial Day (last Monday in May), Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day. The date upon which the holiday is designated may be changed by agreement between the Employer and the Union.
- (b). The employee shall be entitled to 2 floating holidays upon the following conditions: the employee shall notify the Employer that he desires to take his floating holiday. Within four (4) weeks the Employer shall designate the floating holiday to be taken by the employee and shall select a day acceptable to the employee subject to the following conditions:
  1. Due considerations shall be given to the employee's request in accordance with his/her departmental seniority and the convenience of the Employer. The day selected must be acceptable to the employee.
  2. The floating holiday will not be taken consecutively with any other holiday or with vacation time.
  3. Seven (7) days prior notice shall be given to the employee for his/her scheduled floating holiday.

- (c). If either the employee's floating holiday is cancelled and the employee elects to reschedule the holiday in lieu of taking the premium pay provided in Section 2. (a) below, the Employer may not cancel the rescheduled holiday. In the event the holiday is to be rescheduled, the same notice requirements apply

## Section 2.

- (a). A (5 -8 hour shift) employee working any of the contractual holidays shall receive eight (8) hours of pay at his/her straight time rate as holiday pay, in addition to his pay for time worked, and he/she shall be offered eight (8) hours of work. He/she shall be paid one and one-half times (1 ½) the straight time rate for the time worked up to eight (8) hours.
- (b). A (4 -10 hour shift) employee working any of the contractual holidays shall receive eight (8) hours of pay at his/her straight time rate as holiday pay, in addition to his pay for time worked, and he/she shall be offered ten (10) hours of work. He/she shall be paid one and one-half times (1 ½) the straight time rate for the time worked up to ten (10) hours.
- (c). (3 - 13 hour shift) employee working any of the contractual holidays shall receive eight (8) hours of pay at his/her straight time rate as holiday pay, in addition to his pay for time worked, and he/she shall be offered thirteen (13) hours, 20 minutes of work. He/she shall be paid one and one-half times (1 ½) the straight time rate for the time worked up to thirteen (13) hours, 20 minutes.
- (d). Employees will be paid the aforementioned premium rates for all hours worked on the holiday within the 24 hour day period (midnight to midnight). No employee will be paid Holiday pay twice for working the same holiday.
- (e). The date upon which the holiday falls shall be treated as the holiday for payroll purposes. The Employer may change start time for business reasons such as customer requirements.

## Section 3.

- (a). Whenever a holiday falls during an employee's vacation, he shall receive an additional day off with pay or an additional day's pay at the discretion of the Employer.
- (b). The Employer's discretion shall be exercised prior to commencement of said employee's vacation. If the employee is to receive an additional day off with pay, said additional day shall be granted consecutively with a scheduled day off immediately before or immediately after the vacation period within which the holiday falls.

## Section 4.

No employee shall suffer a reduction in his normal monthly earnings because of restricted wholesale delivery on holidays not received under this contract.

## Section 5.

If an employee worked a shift requiring the payment of the shift premium on his last regularly scheduled work day before a holiday, the employee shall receive the shift premium in addition to his holiday pay.

## Section 6.

- (a). To be eligible for the benefits provided by these Articles, an employee must meet the following requirements:
1. He/she must work on his/her regularly scheduled work day next before and next after the holiday unless excused by the Employer provided that an employee off work due to jury duty, pregnancy leave, funeral leave, leave of absence (granted by the Company), lay off, work related injury, or when admitted to the hospital (defined as overnight stay) shall be deemed to be excused by his Employer.
  2. He/she must work on the holiday if scheduled to work, unless excused by the Employer.
  3. He/she must perform work during the seven (7) day period immediately preceding or immediately following the holiday, provided that this requirement shall not apply to employees covered by paragraph (B) of this section.
- (b). Any employee working at the reduced rate provided for in Article 40 shall be ineligible for paid holidays until such time the employee has completed 66 working days from the employee's hire date. A working day is any day an employee works more than half of his/her scheduled shift."

### **ARTICLE 13.**

#### **VACATIONS:**

##### **Section 1.**

- (a). For employees hired before September 1, 1999 the Employer shall grant paid vacations in accordance with the following schedule:

| <u>Continuous Service</u> | <u>Week(s) Paid</u> |
|---------------------------|---------------------|
| One (1) year              | One (1) week        |
| Two (2) years             | Two (2) weeks       |
| Three (3) years           | Three (3) weeks     |
| Ten (10) years            | Four (4) weeks      |
| Fifteen (15) years        | Five (5) weeks      |

- (b). For employee hired after September 1, 1999 the Employer shall grant paid vacation in accordance with the following schedule:

| <u>Continuous Service</u> | <u>Week(s) Paid</u> |
|---------------------------|---------------------|
| One (1) year              | One (1) week        |
| Two (2) years             | Two (2) weeks       |
| Five (5) years            | Three (3) weeks     |
| Fifteen (15) years        | Four (4) weeks      |

The vacation period listed above shall be earned after the completion of the year of years of continuous service.

An employee shall be entitled to receive full vacation pay as set forth above if he/she has actually performed work for two thousand (2000) hours during his vacation eligibility year. If an employee has completed a vacation eligibility year but has performed work for less than two thousand (2000) hours during such year, such employee's vacation time shall be determined by the ratio between two thousand (2000) hours and the total hours actually worked by him during his vacation eligibility year. If an employee is on layoff at the time of completing his first vacation eligibility year he shall not be eligible for vacation pay for that year unless he is recalled to work while his/her seniority remains unbroken. The vacation year shall be January 1 through December 31 every year commencing January 1, 2011.

#### Section 2.

Vacation allowance shall be computed on the basis of the employee's straight time hourly rate during the week immediately preceding the commencement of the vacation, plus any night work pay earned during such week. When night work is regularly rotated, the night work pay shall be prorated for this purpose.

#### Section 3.

An employee who has completed one (1) or more years of continuous service with the Employer shall be entitled to prorated vacation pay upon having his seniority broken in the manner described in Article 25. (Company will comply with State and Federal laws.)

#### Section 4.

For purposes of computing time worked during a vacation eligibility year, the following shall be counted as hours worked: paid holidays not worked, paid vacation time and paid sick leave.

#### Section 5.

If an employee's seniority is lost pursuant to Article 25, his accumulated service for purposes of vacation benefits is cancelled.

#### Section 6.

- (a) If called back to work during his scheduled vacation or if required by his Employer to completely forego a scheduled vacation or any part thereof, an employee shall be paid at two (2) times his/her regular straight time rate of pay for all hours worked during said scheduled vacation. The employee shall reschedule the unused portion of his vacation in accordance with the provisions of this Article.
- (b) An employee may not receive vacation pay in lieu of taking his vacation unless mutually agreed to between the Union and the Employer.

#### Section 7.

Employees may divide their annual vacation entitlement into one (1) week periods. Each employee shall be given twenty-four (24) hours in seniority order to select his initial vacation period. If he splits his vacation, he shall be given twelve (12) hours in seniority order to select his/her other vacation periods. The selection process shall be initiated in each department early enough to allow completion by December 1. The vacation schedule will be posted two weeks

before the inception of the vacation selection. If an employee fails to select within the designated time, he may select later, but only periods not selected by another employee. If an employee fails to complete his selection by December 1, the Employer may assign his vacation. Upon request of the Union made by February 1, the Employer shall furnish the Union with a copy of the vacation schedule as of that date. This section shall also apply to vacation periods which become available after the posting of the vacation schedule.

#### Section 8.

- (a). Vacation shall be taken at the convenience of the Employer, but due consideration will be given an employee's request for time of vacation in accordance with location seniority within the department. The months of June, July, and August shall not be blocked out of the schedule. No employee shall be required to commence his vacation period without having been given thirty (30) days prior notice. If operating requirements permit, employees operating the same machinery may take vacations at the same time.
- (b). Employer will post the vacation bid for the first round of picks according to the number of vacation relief staff available based upon vacation weeks earned by employees in the department. After the first round of vacation picks is completed, the employer will adjust the schedule to accommodate the remaining vacation weeks and re-post the bid within 24 hours or next business day if this occurs on a weekend. The second round shall commence within 24 hours of the revised posting and continue as per contract.

#### Section 9.

An employee entitled to vacation pay shall, upon request submitted at least twenty-one (21) days prior to the commencement of the vacation period, receive his/her pay at the commencement of vacation..

#### Section 10.

If an employee is off work because of his disability immediately prior to the time his vacation is scheduled to commence, he may have his vacation rescheduled in accordance with the provisions of this Article, provided he so notifies his Employer before his vacation is scheduled to begin. The employee shall not have the right to interfere with the scheduled vacation period of another employee.

#### Section 11.

Any employee forced to select his/her vacation before his anniversary (work) date will receive his/her pro rata. Vacation pay shall not exceed vacation time taken off.

#### Section 12

Accrued vacation time shall be offered and may be used (at the discretion of the employee) during any employee's valid Leave of Absence in increments of forty (40) hours at a time.

## **ARTICLE 14.**

### **WAGES AND CLASSIFICATIONS:**

#### **Section 1.**

The minimum scale of wages to be maintained by the Employer during the term of this Agreement is as set forth in the schedule attached hereto and incorporated herein and made a part of this collective bargaining Agreement.

#### **Section 2.**

If during the term of this Agreement the Employer introduces a new classification, the Employer shall assign it to a wage bracket that currently exists in the Wages and Classifications Addendum. In making this assignment, the Employer shall consider the similarities, difficulty, skill and training requirements as compared to existing job classifications. The Employer shall notify the Union promptly of new positions and the wage bracket(s) assigned. If the Union disagrees with the Employer's wage bracket assignment, it may pursue the matter through Article 47.

## **ARTICLE 15.**

### **UNIFORMS:**

If an Employer desires his employees to wear a uniform, the Employer shall launder and furnish the uniforms. For sanitation reasons, the Employer may require that uniforms not be removed from the Employer's premises except in the performance of duties.

Loaders will be provided an annual stipend of \$75 for work shoes and may be required to keep work shoes at work.

## **ARTICLE 16.**

### **COMPANY MEETINGS:**

#### **Section 1.**

If the Employer requires a group of employees to attend a company meeting, the employees shall be compensated for attendance at such meetings at their applicable hourly rate.

#### **Section 2.**

No employees shall be required to attend a company meeting on his/her regular day off nor during his/her vacation or will an employee be required to attend a company meeting after the close of his/her working shift next preceding his/her vacation or scheduled day off.

## **ARTICLE 17.**

### **BOND:**

Any Employer requiring a surety bond shall pay the premium for said bond. No cash bond shall be required of any employee.

## **ARTICLE 18.**

### **PHYSICAL EXAMINATION:**

- (a). The employer shall pay the cost of all physical examinations required of employees as it relates to their employment or as required by DOT regulations as long as they are obtained by the company's designated occupational clinic". Employer will not pay for examinations performed by anyone other than a designated occupational clinic.
- (b). Any professional driver found knowingly driving with an expired DOT medical certificate or expired valid driver's license will be subject to discipline up to and including termination

## **ARTICLE 19.**

### **CREDIT:**

#### **Section 1.**

All authorized credit shall be at the Employer's risk. The Union recognizes the right of the Employer to establish credit regulations fixing the limit of authorized credit to be extended by its employees and to change such regulations from time to time.

#### **Section 2.**

Employees shall not be responsible for "unauthorized" credit unless the Employer has supplied the Local Union with a written copy of its current credit regulations establishing the limit of "authorized" credit.

#### **Section 3.**

An employee shall not be subject to discharge or other disciplinary action for complying with the credit regulations of the Employer.

## **ARTICLE 20.**

### **DISCHARGE:**

#### **Section 1.**

- (a) No employee shall be discharged or disciplined without just cause. The Employer shall notify the Local Union of all disciplinary actions, in writing, within ten (10) calendar days of the issuance of the discipline.
- (b) A new employee shall work under the provisions of this Agreement but shall be employed on a 66 working day trial basis. During such trial basis the discharge of such employee is without further recourse or protections of Article 47. **ARBITRATION.**

After the employee has completed 66 working days from date of hire, the employee shall be placed on the regular seniority list". A working day is any day an employee works more than half of his/her scheduled shift

Section 2.

Warning letters shall be effective for the purposes of further discipline for no more than one (1) year from date of issue. Warning letters over one year old may be used for background.

Section 3.

Seniority shall be broken if any employee quits, is discharged, is laid off, or has a sickness or injury (not including industrial injury) for more than one (1) year, or if an employee has failed to report back for work within three (3) calendar days after being notified to do so, provided that a written notice by certified or registered mail was sent to said employee at his last address on file with the Employer. Seniority shall be broken for an employee that is off more than eighteen (18) months due to an industrial injury.

**ARTICLE 21.**

**TERMINATION NOTICE:**

Section 1.

An employee who chooses to resign his position shall give one (1) week notice to the Employer.

Section 2.

The Employer shall give one (1) week's notice, or one (1) week's salary in lieu thereof, to an employee who is to be laid off or discharged, except that notice shall not be required when an employee is discharged for violation of company rules posted on the bulletin board referred to in Article 28, provided that this exception shall apply only when rules posted have been previously sent to the Local Union.

Section 3.

One (1) week's notice shall not be required in the case of new employees, whether or not a member of the Local Union, for the first sixty-six (66) days of employment.

**ARTICLE 22.**

**HOSPITAL, MEDICAL, SURGICAL, DENTAL, PRESCRIPTION DRUG, VISION CARE, AND LIFE INSURANCE BENEFITS:**

Effective September 1, 2015 the Employer shall provide to employees covered by this collective bargaining agreement the Choice Plus Plan including the Dental upgrade offered by Northern California General Teamsters Trust.



For the year 2015 the Company shall pay the full plan cost of \$1,394 per month per eligible employee. For every year there after the company will pay the first 7% of any increases to the company's cost for the plan. Cost in excess of the aforementioned 7% will be incurred by the employee.

During the life of this agreement, the parties may, by mutual agreement, in writing, elect to terminate coverage under the present Health and Welfare plan(s) and secure coverage under an alternative plan(s).

#### Section 1.

##### Eligible Employees:

As provided in the Affordable Care Act, the probationary period for new employees includes a 30 day orientation period. Eligibility for health and welfare benefits is subject to a maximum Ninety (90) day waiting period, with benefits to commence on the first day of the month immediately following the 90<sup>th</sup> day of employment.

To continue eligibility the employee must have worked at least eighty (80) hours during the previous calendar month. Holidays paid for but not worked and vacation time paid for but not worked shall constitute hours worked for this purpose.

During the life of this agreement, the parties may, by mutual agreement, in writing, elect to terminate coverage under the present Health and Welfare plan(s) and secure coverage under an alternative plan(s)

#### Section 2.

##### Retired Employees:

- (a) Retired employees shall be required as a condition of eligibility to contribute monthly premium contributions as required by the plan.
- (b) Employees must be covered by a benefit plan of the Northern California General Teamsters Security Fund for at least twenty-four (24) out of the thirty-six (36) months immediately preceding the date of application to the plan.

#### Section 3.

An employee may be terminated for filing or causing a fraudulent claim to be filed.

### **ARTICLE 23.**

#### **PENSIONS:**

##### Section 1.

Commencing with hours worked on and after the dates hereinafter set forth, each Employer shall pay upon the following basis:

|  | 9/6/15                                       | 9/4/16                                       | 9/3/17                                       | 9/2/18                                       | 9/1/19                                       |
|--|--|--|--|--|--|
| If the employee works 160 hours or more during the calendar month  | Per month<br>\$797.32                        | Per month<br>\$814.65                        | Per month<br>\$831.98                        | Per month<br>\$849.32                        | Per month<br>\$866.65                        |
| If the employee works 40 straight time hours per week, but less than 160 hours during the month              | Per week<br>\$184.00                         | Per week<br>\$188.00                         | Per week<br>\$192.00                         | Per week<br>\$196.00                         | Per week<br>\$200.00                         |
| If the employee works less than 40 straight time hours during the week                                       | Per day<br>\$36.80                           | Per day<br>\$37.60                           | Per day<br>\$38.40                           | Per day<br>\$39.20                           | Per day<br>\$40.00                           |
| If the employee works less than 40 straight time hours during the week and is assigned to 10 hour days       | Per day<br>\$46.00                           | Per day<br>\$47.00                           | Per day<br>\$48.00                           | Per day<br>\$49.00                           | Per day<br>\$50.00                           |
| If the employee works less than 8 hours in a day   | Per hour<br>\$4.60<br>\$3.95 +<br>\$.65 PEER | Per hour<br>\$4.70<br>\$4.04 +<br>\$.66 PEER | Per hour<br>\$4.80<br>\$4.12 +<br>\$.68 PEER | Per hour<br>\$4.90<br>\$4.21 +<br>\$.69 PEER | Per hour<br>\$5.00<br>\$4.29 +<br>\$.71 PEER |
| If the employee works less than 40 straight time hours during the week and is assigned to 13hr 20minute days | Per day<br>\$61.32                           | Per day<br>\$62.65                           | Per day<br>\$63.98                           | Per day<br>\$65.32                           | Per day<br>\$66.65                           |

The contributions required to provide for Program for Enhanced Early Retirement/80 (PEER/80) will not be taken into consideration for benefits accrual purposes by the Plan. The additional contributions of PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time. These contributions will be allocated between the base rate and PEER/80 rate as required and at no time during the life of this Agreement will the Employer's pension contribution including PEER/80 be greater than those amounts set forth above.

For employees hired on or after September 1, 2015, the Employer shall pay an hourly contribution rate of Ten Cents (\$.10) (including PEER 80) during the employees' break in period as described in Article 40, but in no case for a period longer than the first Ninety (90) days from the first date of hire.

## Section 2.

For purposes of this Agreement, paid holidays and paid vacation time shall be counted as time worked, but no payment shall be made on overtime hours.

## Section 3.

No Employer shall be obligated to make payments into the Trust Fund in amounts in excess of those which are deductible from gross income by the Employer under Section 404 of the Internal Revenue Code.

## **ARTICLE 24.**

### **RIDERS ON TRUCKS:**

No one but employees covered by this contract, with the exception of the Plant Manager, Sales Manager, or supervisors acting in their respective capacities, shall accompany drivers on their routes.

## **ARTICLE 25.**

### **SENIORITY:**

#### **Section 1.**

Location seniority shall be defined as an employee's most recent period of unbroken service in one of three areas:

1. Foster Farms Dairy West Sacramento employees.
2. Crystal Cream and Butter (H.P. Hood) Belvedere employees
3. Employees hired after January 1, 2011

Separate seniority lists will be maintained for each location and will be used within these locations for the purpose of job bidding, vacation scheduling and layoffs.

Actual employee lists for item 1 & 2 are in the addendum of this CBA.

#### **Section 2.**

Seniority shall be broken if any employee quits, is discharged, is laid off, or has a sickness or injury (not including industrial injury) for more than one (1) year, or if an employee has failed to report back for work within three (3) calendar days after being notified to do so, provided that a written notice by certified or registered mail was sent to said employee at his last address on file with the Employer. Seniority shall be broken for an employee that is off more than eighteen (18) months due to an industrial injury.

#### **Section 3.**

When one of several jobs in the same classification is to be eliminated, the employee in the classification who has the least location seniority shall be the employee whose job is to be eliminated. The senior employee affected by such job elimination shall be able to use his bumping rights with his location seniority.

#### **Section 4.**

Bumping rights will mean an employee can, by his location seniority, displace an employee in a position he is qualified for by taking such position based on his location seniority. Such displaced employee shall be able to use his bumping rights. This process will take place no more than three times after which the company will place the affected employee in the position they so choose.

#### **Section 5.**

An employee shall not acquire seniority during his first sixty-six (66) working days of employment; provided that if an employee is employed more than sixty-

six (66) working days, his/her seniority shall commence with his date of hire. See Article 20, Section 1. (b).

Section 6.

Seniority lists shall be submitted to the Local Union on request, but not more often than once every six (6) months. Any questions concerning the application of seniority under this section may be reviewed as provided in Article 47 of this Agreement.

Section 7.

When an Employer calls an employee back to work after a layoff, said employee shall be called back to work in order of seniority as written in Section 1., provided the employee can perform the available work.

**ARTICLE 26.**

**JOB BIDDING:**

Section 1.

- (a) Promotions to Route Supervisor or Working Plant Foreman shall be made in order of seniority if the employees having seniority are capable of performing the job. The filling of such vacancies is excluded from the job bidding procedures. However, when such vacancies occur, employees shall be advised by posted notice. Any employee may express interest in this vacancy by contacting the personnel office or plant manager. The Employer shall interview all interested employees and select the most senior employee that the Employer in his sole discretion considers to be capable, provided that the selected employee has the minimum "hands on" capability for the position.
- (b) All Foremen will be scheduled for work on the weekly schedule, which denotes days off and they are required to use the Kronos time cards.

Section 2.

- (a) Any vacancy or job opening resulting from the reactivation of a previously eliminated job shall not be subject to the bidding procedures set forth herein whenever the employee previously performing the job is eligible for recall to active employment or is currently employed and has held the position within the last twelve (12) months.
- (b) If an employee becomes physically handicapped, the Union and the Employer may agree upon a job, which is suitable employment for the employee, and when a vacancy occurs in that job, it may be filled by assignment of the handicapped employee without regard to the provisions of this Article.
- (c) Temporary vacancies of ninety (90) days or less may be filled without reference to the provisions of this Article. This period may be extended by agreement of the Employer and Union. Vacancies created by bidding on vacation relief schedules of less than ninety (90) days may be filled by the Employer without reference to the provisions of this Article.
- (d) There shall be designated places for the posting of bids and posting of notices of interest. The union will be notified of open and awarded bids.

Section 3.

Except as specified above, whenever vacancies occur in any job classification covered by the collective bargaining Agreement, said vacancies shall be filled in accordance with the procedures hereinafter set forth:

- (a) All vacancies shall be posted on a form which shall give the job title or the principal titles in the case of a combination job, requirements, hours, days off, location and wage rate of the job. Disputes regarding requirements shall be resolved pursuant to Article 47. The vacancies shall be posted for a period of seventy two (72) hours. Within fifteen (15) days after a vacancy occurs, it shall be conspicuously posted at a suitable location designated for this purpose.
- (b) The job vacancy will be filled within thirty (30) days after the job has been awarded. In the event that the Employer is unable to fill the job within this period, the circumstances will be reviewed with the Union and the time limit for filling the vacancy may be extended by mutual agreement. Any employee not placed in his or her bid job within thirty (30) days of the award of the bid shall have his or her bid rights restored.
- (c) Location seniority within a department shall be recognized. If no employee within the department in which the vacancy occurs bids on a position, such vacancy shall be awarded to the senior bidder, based upon location seniority, from outside the department provided he/she is capable of performing the job.
- (d) The Employer shall not give consideration to any bid made by an employee during his first (1) year of employment.
- (e) Only bids submitted within the seventy-two (72) hour period during which vacancy was posted shall be considered by the Employer. The bid form shall remain posted for the seventy-two (72) hours after the end of posting period. The Employer shall retain completed bid forms for a period of two (2) years. During this period the forms shall be available for inspection and copying by Union representatives.
- (f) The job vacated by an employee successfully bidding on a posted vacancy shall be posted and filled in accordance with the provisions of this Article. The next job vacancy resulting thereby may be filled by the Employer without reference to the provisions of this Article. Resulting vacancies shall be alternatively bid and assigned.
- (g) The bidder having location seniority within the department shall be awarded any bid job pursuant to the provisions of this Article, provided the bidder is capable of performing the job. If a successful bidder fails to qualify during the first ten (10) working days on said job, he/she shall be restored to his/her former job, and the bid job shall then be awarded to the next senior bidder on the original posting, provided he/she is capable of performing the job. During the period the successful bidder is qualifying his/her former job may be temporarily filled without regard to the bidding procedure. A bidder who is awarded a job and fails to qualify shall be considered a successful bidder under Section 3 (f).
- (h) Multiple bidding employees must designate their priority for their bids. In the event a multiple bidding employee has successfully bid for more than one vacancy, the final award will be made according to the priority listed by the employee. If a multiple bidding employee fails to list his/her priorities, the Employer shall assign which successful bid the employee is awarded.
- (i) Whenever no bids are submitted for a job opening or whenever no employee submitting a bid is capable of performing the job, the Employer may select an employee to fill said job without regard to the provisions of this Article.

- (j) Any employee that takes a job, by any method, out of their location seniority will go to the bottom of that seniority list, but retain their full seniority on their respective location seniority list.
- (k) Any position that is bid into the cold box will be considered a temporary position until that position has been occupied by the bidding employee for at least twelve (12) months. Should that position cease to exist (seasonal) such employee shall fall back into their seniority position as per Article 25 (bumping). When a temporary position is eliminated, the highest seniority employee in temporary status shall have the option to bump out or remain in that classification. If no employee elects out, the lowest seniority employee in temporary status will be forced to bump out.

#### Section 4.

- a) Transportation (Transport and Wholesale) routes will be selected every 12 months.
- b) The selection date and time will be posted 14 days prior to the selection day. At that time, route numbers, days off, and start times will be posted for review. Detailed stop information will be available for viewing but is subject to change as per current practice.
- c) Each person, in order of seniority, shall have 5 minutes to choose his/her route, either in person or by proxy. Failure to pick within 5 minutes shall forfeit the person's turn and the position shall be assigned by the Employer upon completion of the selection period. The entire selection procedure shall be completed in one day.
- d) Employees who choose not to select a route shall be assigned by the Employer upon completion of the selection period.
- e) Positions created by new business shall be posted as a bid for departmental purposes only (ie bobtail or transport). A person bidding into the department shall have their route/schedule assigned by the employer. Existing or new position vacancies in transportation between selection periods shall be assigned by the Employer.

#### Section 5.

When start times are changed by 2 or more hours (two days or more per week) or when scheduled work days are changed within 6 months of the employee being placed in the job, the job shall be re-bid and the employee's bid rights restored. Thereafter, if the start time of an existing job changes by more than four hours (two or more days per week) or when scheduled work days are changed, the job shall be re-bid and the employee's bid rights shall be restored

### **ARTICLE 27.**

#### **UNION REPRESENTATION:**

##### Section 1.

Authorized representative(s) of the Union will be admitted to the Employer's plants at reasonable times to assist in settlement of grievances and observe the

administration of the contract. This privilege will be observed so as not to interfere unnecessarily with the normal work.

## Section 2.

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

- (a) The collection of membership applications and check off authorizations when authorized by the Local Union.
- (b) The transmission of such messages and information, which shall originate with, and are authorized, by the Local 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, slowdown, refusal to handle goods, or any other interference with the Employer's business.

## Section 3.

With prior notification to management Shop Stewards or alternates shall be given reasonable time, while on duty, to investigate grievances.

## Section 4.

Job stewards and alternates have no authority to take strike action or any other action that would interrupt the Employer's business.

## **ARTICLE 28.**

### **BULLETIN BOARD:**

The local union will have access to and control of the bulletin board for purposes of posting union notices.

## **ARTICLE 29.**

### **TIME CLOCKS:**

#### Section 1.

Where more than three (3) employees covered by this Agreement are employed, the employer shall provide a time clock as a means of registering time for starting and quitting work and will require all employees to punch time clocks.

#### Section 2.

When three (3) or fewer employees covered by this Agreement are employed, a time clock shall not be required but each employee shall manually record his starting and quitting time on time cards.

Section 3.

The representatives of the Local Union shall have the right to examine such records at any time during working hours.

**ARTICLE 30.**

**VEHICLES:**

It shall not be a violation of this Agreement or cause for disciplinary action, including a refusal to provide with products, for an employee to refuse to furnish his Employer with a vehicle to be used in the delivery of fluid milk or ice cream products in connection with his/her employment.

**ARTICLE 31.**

**REDUCTION:**

No employee shall suffer any reduction in pay or loss of working conditions through adoption of this Agreement. This provision shall not apply to reclassification of employees.

**ARTICLE 32.**

**MEAL AND REST PERIODS:**

Section 1.

Each employee shall be granted meal time off not earlier than three (3) hours and not later than five (5) hours after the beginning of his/her shift for five (5) eight (8) hour days employees, and six (6) hours after the beginning of his shift for four (4) ten (10) hour days employees. For Three (3) 13 hour and 20 minute shifts, the employee's meal period shall be granted no more than eight (8) hours from the beginning of his or her shift. Each employee shall receive three (3) rest periods not to exceed fifteen (15) minutes each. All work performed earlier than three (3) hours and after five (5) or six (6) consecutive hours respectively without receipt of meal time shall be compensated for at the rate of time and one-half (1 ½) the employee's rate of pay. Other schedule arrangements for mealtime may be granted by mutual agreement between the Employer, the Employee and the Local Union.

Section 2.

All employees shall receive a rest period of reasonable duration not to exceed fifteen (15) minutes during the first and second halves of the shift. The Employer will not regularly schedule a break during the first hour of the shift.

Section 3.

In lieu of the provisions of Section 1 of this Article, the Employer may schedule a shift of eight (8) continuous hours by mutual agreement with the Union.

Section 4.

The Company agrees to comply with any Federal or State law that may be in conflict with any of the above agreements between the Union and the Company.



## **ARTICLE 33.**

### **PROTECTION OF RIGHTS:**

#### **Section 1.**

- (a) It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuse to go through or work behind any lawful picket line, including the lawful primary picket line of Unions party to this Agreement and including the lawful primary picket line of the Employer's places of business.
- (b) The provisions of this Section shall not become operative until seventy-two (72) hours after receipt by the Employer of written notice that a lawful primary picket line is to be established at a plant or location of the Employer.

#### **Section 2.**

As used in this Article, only a labor dispute, picket line or strike sanctioned by appropriate Joint Council of Teamsters shall be deemed lawful.

#### **Section 3.**

During the term of this Agreement, there shall be no strike, slowdown or interruption of the Employer's business of any kind or nature by the Union(s) or its' members. During the term of this Agreement, there shall be no lockout by the Employer.

## **ARTICLE 34.**

### **WORK IN TWO OR MORE CLASSIFICATIONS:**

If an employee works one-half or more of his or her shift during a day in a higher classification, he or she shall be paid the entire day at the rate of the higher classification

## **ARTICLE 35.**

### **RELIEF PERSONS:**

#### **Section 1.**

Any driver relieving two (2) or more different routes during a week shall be classified as a Relief Driver.

#### **Section 2.**

Any employee who relieves another employee for any reason for at least one work week shall be paid relief pay at the premium of \$.25 per hour for such week. The employer shall not arbitrarily re-assign any relief employee so as to avoid such premium pay. When seeking an employee for relief in such a manner, the Employer shall ask by order of seniority and then assign in reverse order of seniority.

#### **Section 3.**

An employee who relieves two (2) or more drivers or who relieves two (2) or more plant persons in different job classifications during their vacations shall receive relief rate for all such time worked.

Section 4.

Any employee who relieves another employee in a different job classification or on another route shall be paid the applicable relief rate for all time in which he relieves. This provisions shall apply to relief in different classifications during an employee's vacation.

Section 5

Any employee who relieves an employee on vacation shall receive the "Vacation Relief" premium of \$.75 per hour over the rate of pay of the bracket for which they are relieving.

**ARTICLE 36.**

**DONATIONS:**

The Employer shall not require donations or contributions from employees.

**ARTICLE 37.**

**SHORTAGES:**

Section 1.

Route driver or relief driver is responsible for all monies received. All cash must be converted to money order prior to turning it in. Money deposited must match route deposit sheet total. In the event of equipment failure, invoices must reconcile to match deposit total.

Section 2

Route driver is responsible for documenting product shortages on a daily basis.

**ARTICLE 38.**

**PROTECTIVE CLOTHING:**

Section 1.

Employer shall provide gloves for all employees where necessary.

Section 2.

The Employer will provide to each eligible plant employee rubber boots under the following conditions:

- (a) The manufacturer, supplier and style of boot are to be determined by the Employer.
- (b) No employee is to appear on the job without such boots where so required by the Employer.
- (c) No employee shall wear the boots supplied by the Employer except on the job or in transit between job and home.
- (d) An employee applying for replacement of boots shall present them for inspection to the Employer's designated representative no less than seven (7) calendar days in advance of the time new boots are required. The Employer shall replace such boots if they exhibit ordinary wear and tear sufficient to render them unfit for continued use. In no case shall boots be replaced sooner than nine (9) months from the date of original issue and each subsequent issue.
- (e) It is understood and agreed that , for the purposes of this Article, the Employer shall require boots where one or both of the following conditions exists:
  - 1. An employee regularly works in an area where standing water is one (1) or more inches deep, or
  - 2. An employee regularly works in an area where there is a steady flow of water of less than one (1) inch deep but because of such continuous flow the employee's feet would become wet if he/she did not wear rubber boots.

## **ARTICLE 39.**

### **PAY DAYS:**

All employees covered by this Agreement shall be paid their wages in full every other week.

## **ARTICLE 40.**

### **BREAK-IN PERIOD**

#### **Section 1.**

##### **New-Hire Rates:**

New employees hired after the ratification of this Agreement may be paid according to the following schedule:

Thirty percent (30%) less than the normal rate for the classification in which they work for the first one hundred thirty-two (132) working days

Twenty percent (20%) for the second one hundred thirty-two (132) working days.

Ten percent (10%) for the third one hundred thirty-two (132) working days.

After the completion of the Break-in period (18 months) employees available for work but not scheduled shall be credited for time worked up to forty (40) hours of regular time in one (1) week.

## Section 2. On Call Employees

- a) The Employer may maintain an on-call list of employees to fill in for absent regular employees with the demonstration for the need and by mutual agreement between the Union and the Company.
- b) Such employees may be scheduled to work as needed.
- c) On call employees shall be paid the applicable contract overtime rate for all hours worked in excess of forty (40) hours in one work week.
- d) The employer may cancel scheduled work without penalty
- e) After the on call list of employees has been exhausted, employees from the volunteer list shall be contacted in order of seniority, subject to qualifications, to perform available work. If such employees have worked more than 8 hours in an 8 hour shift, 10 hours in a 10 hour shift, or forty (40) hours in one work week, such time shall be compensated at the applicable contract overtime rate.
- f) Bid holders on the volunteer list shall be contacted in order of seniority, subject to qualifications, prior to contacting the on call employee for overtime work.
- g) Refusal of work: If an on-call employee refuses work, he/she will receive an attendance point.
- h) Refusal of full time employment: A full time open position will be offered in order of seniority to on-call employees. If all on-call employees refuse the full time position, the least senior on-call employee shall be assigned the position
- i) On-call employees shall have the right to refuse a full time position twice. On the third offer of a full time position, the on-call employee must accept the assignment and qualify or he/she shall be terminated.
- j) On call employees shall be eligible to cover contractual Floating holidays.
- k) On Call Employees shall be exempt from the weekly guarantee provided in Article 7, Section 2 (a)
- l) On-Call Employees shall be paid the break in wage rates as set forth in Section 1, above
- m) On-Call employees may be used as substitutes for absent regular employees or for irregular extra work. On-Call employees shall not be used as a substitute for regular full-time employment.
- n) On Call employees shall have all the other rights of employees provided by the agreement.
- o) Regular full time positions which are not filled by bid shall be offered to the senior on call employees.
- p) When an on call employee becomes a regular full-time employee, he/she shall be given credit towards wages and benefits for the time worked since date of hire
- q) In case of lay-off, full time employees who are laid off will have the option to go into the "on-call pool" at the time of lay-off. Laid off employees who opt not to enter the on-call pool must return to work when contacted by the Employer to return, or they will lose their employment.

## **ARTICLE 41.**

### **REMITTANCE ADVICE:**

The stub accompanying an employee's pay check shall separately state the following items: regular hourly pay, overtime, holiday pay, social security, disability insurance, withholding tax and any other deductions authorized by the employee.

## **ARTICLE 42.**

### **HANDICAPPED EMPLOYEES:**

The Employer with the approval of the Local Union and the employee involved shall have the right to adjust hours and wages in the case of any employee who because of physical disability is unable to accomplish a satisfactory day's work. Any agreement made pursuant to these Articles may be terminated or modified in the manner provided in Article 47.

## **ARTICLE 43.**

### **DUES DEDUCTIONS:**

#### **Section 1.**

The Employer shall deduct monthly dues of such amounts as become due from the wages of each employee who has filed with the Employer a written assignment of such monies to the Local Union having territorial jurisdiction in the area in which the individual is employed.

#### **Section 2.**

The assignments shall be irrevocable for a period of one (1) year or until the termination of this collective bargaining agreement, whichever occurs sooner.

#### **Section 3.**

The assignment shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective bargaining agreement, whichever, shall be shorter unless written notice is given by the employee to the Employer and to the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year or of each applicable collective bargaining agreement.

#### **Section 4.**

The appropriate deduction shall be made on the first day of the pay period each month and shall be forwarded to the designated Local Union forthwith.

## **ARTICLE 44.**

### **SICK LEAVE:**

#### **Section 1.**

Benefits shall be earned at the rate of four (4) hours per month. Benefits can be accumulated to a maximum of four hundred (400) hours.

#### **Section 2.**

Employees shall start earning sick leave the first day of the sixth (6<sup>th</sup>) month following employment. Employees may not use sick leave benefits until they have completed one (1) year of employment.

#### **Section 3.**

- (a) Sick benefits shall be payable commencing the first day of sick leave and each sick leave day thereafter.
- (b) If an individual works at least four (4) hours and is ordered to leave work by a doctor, he/she shall be paid from his/her sick leave credits, if any, for the un-

worked part of his/her regular straight time shift for the day he was so ordered.

- (c) An individual shall be deemed ordered to leave work by a doctor whenever during the course of his/her work shift he/she first reports to his/her supervisor or other designated management representatives that he/she is going to leave work to report to a doctor, and the doctor to whom he reports orders him not to return to work.
- (d) The first (1<sup>st</sup>) day of sick leave is defined as the first eight (8) hours during which the employee is absent from work by reason of sickness. For employees working four (4) ten (10) hour days, the first day shall be defined as the first ten (10) hours of absence from work.

Section 4.

Sick benefit payments, including disability insurance or workmen's compensation payments, for any week shall not exceed an employee's normal straight time weekly earnings including shift differences, if any.

Section 5.

Sick benefits are payable only for an employee's regularly scheduled work days on which he is off sick.

Section 6.

The Employer may require a doctor's certificate or other satisfactory proof of illness or accident for absences of three days or more. The requirement for a doctor's certificate shall be met by the presentation of a health and welfare claim form executed by a doctor.

Section 7.

Sick leave benefits shall accrue only for employees who work eighty (80) hours or more in a calendar month.

Section 8.

An employee found to have willfully abused the sick leave provisions shall be subject to immediate dismissal.

Section 9.

- (a) Benefits shall not be payable for any period more than twenty-one (21) days prior to the filing of a claim as hereinafter prescribed. Benefits shall be paid within thirty (30) days after the filing of a valid claim. If an Employer fails to pay a valid claim within the time set forth in this Section, liquidated damages shall be added to the valid claim in an amount equal to ten percent (10%) hereof; provided that if the request is made for submission of the validity of the claim to an Arbitration Board of Arbitrator pursuant to Article 47, the time between making the request and the final determination of validity shall not count as part of the thirty (30) day period.
- (b) Claims shall be filed in writing with a designated management representative at the employee's place of employment. The employee shall receive for his use a copy of the claim form so filed.
- (c) For purposes of this Article a claim shall be deemed valid unless a request is made for an Arbitration Board within thirty (30) days of filing of the claim.

Section 10.

- (a) An employee absent as a result of illness or injury shall notify his/her Employer of his medical status at least daily or he/she shall become ineligible for sick leave, unless the employee has brought in a doctor's excuse to be off for a specific period of time or is hospitalized.

- (b) Any employee absent due to illness over seven (7) days must give the Employer notice of his anticipated date of return and medical documentation. The date of return may be extended based on further medical documentation.
- (c) Any employee returning to work from an absence due to illness or injury of less than thirty (30) days duration shall notify the Employer of his return to work by the end of his regular shift next preceding his return to work.
- (d) Any employee returning to work from an absence due to illness or injury of thirty (30) calendar days or more shall notify the Employer of his return to work at least seventy-two (72) hours prior to his return.

Section 11.

The Employer upon receipt of written request thereof shall furnish a record of the sick leave benefits accumulated by an employee to the Local Union.

Section 12.

An employee who sustains an industrial injury while working for another employer shall not be eligible for the provisions of this Article.

Section 13.

Employee vacancies over 30 days can be filled from other shifts.

Section 14.

The Union reserves the right to renegotiate the Company's attendance policy by mutual agreement between the Company and the Union.

Section 15

Upon retirement from the company, retiring employees shall be paid for one half (1/2) of their accumulated sick leave hours. With 400 hours as the maximum accumulation the maximum pay out could be Two Hundred (200) hours. The retirement qualifier is anyone who has met PEER 80 or is at least age 62.

**ARTICLE 45.**

**LEAVE OF ABSENCE:**

Section 1.

Leave of absence for a period in excess of one (1) week shall be granted only upon written approval of the Employer. A copy of the written approval shall be furnished to the Local Union and to the employee.

Section 2.

The Company will comply with all requirements under the Uniformed Services Employment and Reemployment Rights Act of 1994. (USERRA)

**ARTICLE 46.**

**ARBITRATION:**

Section 1.

It is the desire of the parties to this Agreement that all disputes arising out of the Agreement shall be settled amicably. For this purpose it is hereby agreed that the procedure set forth below shall be followed to facilitate such settlement.

## Section 2.

A Grievance raised by the Union shall be presented in the following manner:

- (a) Step One: The grievance shall be discussed with a local management representative at the location. All grievances must be submitted in writing by an employee or a union representative within thirty (30) days of the occurrence of the event, or within ten (10) days of knowledge of the event by the responsible Union representative, whichever occurs sooner, or it will be considered untimely.
- (b) Step Two: If the grievance is not resolved in Step One after it has been presented to the local management, the Union may submit the grievance in writing to the Employer's labor representative within ten (10) days after the expiration of the period specified in Step One for the purpose of submitting the grievance to an Arbitration Board. This written submission shall set forth the following information:
  - 1. The name and location of the Employer involved.
  - 2. The substance of the grievance including the date when it occurred.
  - 3. The sections of the contract which the grievant claims have been violated.
  - 4. The relief sought by the grievant.
  - 5. The date of the first discussion with a local management representative and the name of the representative.
- (c) The Arbitration Board shall be composed of two (2) representative appointed by the Union and two (2) representative appointed by the Employer. All such representatives shall be persons engaged in either the negotiation or administration of a Food Processors Agreement. No Board member shall be a direct employee of any one Employer or any one Local Union involved in the dispute. The Arbitration Board shall meet no more than twenty (20) days after the written request has been made, provided that a hearing date or the time set forth above shall be extended not more than the ten (10) days to meet an emergency condition. The Employer or Union shall forfeit its case if it fails to convene the Arbitration Board within the prescribed time limits set forth herein.
- (d) Step Three: A majority vote of those Board members hearing a grievance shall be necessary before the Board's decision is final and binding upon the parties. If the Board cannot reach a final and binding decision upon the matter submitted within five (5) days after the close of hearing, the Employer and the Union involved shall select an Arbitrator from the panel named below. The arbitration hearing shall be heard within three (3) weeks after the selection of the arbitrator.
- (e) Arbitrator to be selected by mutual agreement or parties to submit for FMCS panel
- (f) If for any reason a vacancy occurs on the panel, the parties shall agree on a replacement.



- (g) In discharge and discipline cases, the Arbitrator shall render his/her decision at the end of the hearing, unless both parties request that a written decision be rendered by the Arbitrator.

Section 3.

The decision of the arbitrator shall be final and binding. Pending final settlement of a dispute in accordance with the provisions of this Article, there shall be no cessation of or interference with work, whether by strike, lockout, intentional slowdown or otherwise.

Section 4.

Service and filing of any documents described in this Article may be personal, by delivery to the party to be served or his attorney, or may be by mail upon the party to be served in accordance with the provisions of Code of Civil Procedure Sections 1011-1013.

Section 5.

In computing any time period prescribed by this Article, the day of the act, event or default after which the designated time period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Sunday or a legal holiday. Intermediate Saturdays, Sundays and holidays shall be included.

Section 6.

By agreement of the parties the time limits provided by this Article may be extended and compliance with any procedural step may be waived.

Section 7.

Expenses of an arbitrator shall be borne equally by the parties.

Section 8.

Grievances raised by an Employer shall be presented initially through Step Two.

Section 9.

Neither the Arbitration Board nor an arbitrator shall have the authority to amend, modify or alter the terms and conditions of this Agreement.

Section 10.

Notwithstanding any provisions of this Agreement, it shall not be a violation of this Agreement for a Union to engage in economic activity against an Employer for the purpose of compelling it to comply with a decision of the Arbitration Board or an arbitration award rendered under this Article if thirty (30) days have elapsed since the award or decision was rendered, unless the award or decision is under legal appeal.

Section 11.

The company must discipline employee(s) within 30 days of knowledge of the event.

**ARTICLE 47.**

**JURY DUTY:**

Section 1.

The Employer shall reimburse an employee for any loss of wages caused by such employee performing jury duty for a maximum of eighty (80) hours during a calendar year.

Section 2.

On any day on which an employee is called for jury duty, he/she shall not be required to report for work on any shift starting prior to the time he/she is due to report for said jury duty. The regular starting time for an employee cannot be changed or modified on any day on which he/she is to report for jury duty. Days off cannot be changed solely because an employee is called for jury duty.

Section 3.

If the employee serves less than eight (8) hours on jury duty, he/she may be required to report for work when he/she is excused. He/she may be worked at the straight time rate for the number of hours which taken together with his/her jury service will total eight (8) hours. The period of adjournment between the morning and afternoon Court sessions shall be deemed time served on jury duty in those instances when the employee is required to report for the afternoon session.

Section 4.

For purposes of the preceding section, time spent by the employee in traveling from the courthouse to his/her place of employment shall be deemed time served on jury duty.

Section 5.

No employee shall be required to work a scheduled shift starting after 7:00 p.m. on a day before or day on which he/she is required to report for jury duty.

Section 6.

The Employer may require reasonable proof or verification of jury service.

Section 7.

If an employee is on call-in status and the employee is required to call in prior to 12:00 pm (noon), and the employee's shift begins between 5:00pm and 5:59am the employee will not be required to report to the employee's regularly scheduled work shift. If the employee's shift begins at or after 6:00am, the employee will be required to report for the employee's regularly scheduled work shift. Time and phone will be provided so that the employee can call in as required by the court. If the employee is required to report for Jury Duty, the provisions for reporting outlined in this section will apply. The employee will be expected to work his/her scheduled shift while on call-in status.

Section 8.

An employee who fails to provide the Company with fifteen (15) days notification prior to scheduled Jury Duty may not be eligible for Jury Duty pay.

**ARTICLE 48.**

**PERFORMANCE OF WORK COVERED BY THIS AGREEMENT:**

Section 1.

The Employer agrees that its' employees who are not covered by this Agreement shall perform no work covered by the Agreement except:

- (a) In cases of emergency; or
- (b) In training or instructing another employee.

Section 2.

If a grievance is filed within thirty (30) days, the parties, the Arbitration Board or the Arbitrator, as the case may be, shall assess liquidated damages in an amount

not to exceed One Hundred Fifty Dollars (\$150) against the Employer for violation of this Article. Add a penalty of fifty-dollars (\$50) for each violation of the agreement over the third one during the life of this Agreement. An example is: 4<sup>th</sup> violation \$200, 5<sup>th</sup> violation \$250. Damages so assessed shall be paid over to the Teamsters Alcohol Rehabilitation Program.

Section 3.

The provisions of this Article shall not apply to exempt clerical employees designated in Article 43.

**ARTICLE 59.**

**TRANSFER OF PERSONNEL:**

Section 1.

(a) Whenever a new operation is opened as a replacement for existing operations within the geographic area covered by the Agreement, the following conditions will apply:

1. Transfer of work:

- (a) When work is transferred from one site to another, the employee whose work is being transferred shall be offered the opportunity to fill positions at the other site in order of location seniority within their classification.
- (b) Employees who have been assigned to temporarily work in a classification will have transfer rights in the classification into which they last bid.
- (c) Employees who work in more than one classification will have transfer rights in the classification in which they work over 50% of the time.
- (d) Senior employees may decline transfer for good cause. If a senior employee declines transfer, the next most senior employee in the classification will be offered the opportunity to transfer.
- (e) If insufficient employees within a classification volunteer to transfer to fill the positions at the other site, then the least senior employees in the classification will be required to transfer.
- (f) Employees who either lack the seniority or choose not to transfer and for whom no work remains in their classification at the existing site shall bump according to Article 25, Section 4.
- (g) If more work is transferred at a later date, the same assignment process shall apply. If work within a classification is transferred gradually, senior employees shall transfer first, if feasible.

2. Seniority & Bumping:

- (a) Both sites will be considered the same "location" for the purpose of seniority.
- (b) If positions are reduced within a classification, the provisions of Article 25 shall apply.

3. Job Bidding:

- (a) If a vacancy occurs in a classification, the position shall be offered first to former incumbents in the classification who bumped or were laid off under 1.(e) above.
- (b) If there are no former incumbents or they decline the position, the vacancy shall be bid under Article 26, Section 3 at the site where the job exists.
- (c) After the new plant is fully operational and all personnel have been transferred, cross plant bidding will be permitted if there is no eligible bidder at the place where the vacancy exists.

4. Temporary Assignments:

The Employer may assign temporarily employees from one site to the other at its discretion according to the needs of the business.

Section 2.

- (a) When an operation is closed or partially closed and any of its work is transferred, to another location, vacancies resulting from the transfer shall be filled in the following manner:
  - 1. If any employees are on layoff at the location to which the work is transferred, the recall provisions of Article 25 shall be applied first.
  - 2. An employee whose work is transferred shall first be offered his/her work in the same classification at the location to which it is transferred. This offer shall be made in the order of location seniority among the employees whose work is transferred.
  - 3. Any vacancy remaining in the transferred work shall be posted in accordance with the provisions of Article 26 for bidding by employees at the location to which the work is transferred.
  - 4. Any vacancies then remaining in transferred work shall be offered to employees in the department at the location where the work is performed, who have become unemployed by reason of the transfer. Such offer shall be made on the basis of their location seniority, provided the employees are capable of performing the work.
  - 5. Any vacancies still remaining in transferred work shall be filled by the Employer without regard to the provisions of Articles 25 and 26.
  - 6. When work other than route work is transferred pursuant to this Section, all employees who transfer with such work within sixty (60) days of the date of transfer of the first such employee shall be deemed to have transferred on the same date as the first transferring employee, and their location seniority at the transfer location shall commence at the date. Among the employees who transfer, their relative departmental and location seniority at the former location. When more than one (1) route is transferred to another location within sixty (60) days, the same principle shall apply.
  - 7. If the Employer transfers additional work at a later date, an employee whose work is transferred shall first be offered his work in the same classification at the location to which it is transferred. This offer shall be made in the order of location seniority among the employees whose work

is transferred. This offer shall be made before offering work to other employees as provided in (c) below.

- (b) Provided, that if no regular work is available the Employer, during the period for which an employee's seniority remains unbroken, shall offer the employee employment in the same department at other operations within the area covered by this Agreement, on the basis of the employee's departmental seniority, provided, that this paragraph shall be applicable only at operations at which no employees are on layoff status.
- (c) Except as provided in Section 4, such employees shall go to the bottom of the seniority list and shall have the right job selection and other contractual rights in accordance with the seniority at the new operation.

### Section 3.

Whenever an employee is transferred pursuant to the provisions of this Article, his/her length of vacation, his severance pay and his accumulated sick leave benefits shall be based upon his most recent period of unbroken service under the collective bargaining agreement with the Employer.

### Section 4.

#### Dispute Resolution:

If employees are transferred between locations under either Section 1 or 2 above:

- (a) The Employer will give employees at least thirty (30) days notice of the work that will be transferred, the number of positions by classification at the other location, and who will transfer.
- (b) If an employee feels that the Employer has violated this, he/she shall file a grievance within ten (10) working days of notice. The parties may extend this time limit by mutual agreement.
- (c) Any dispute which is not resolved through investigation and discussion shall be submitted to a three person Board of Arbitration prior to the transfer of work. The Board of Arbitration shall consist of a representative of one employer in the industry, one union and a mutually selected neutral party.

## **ARTICLE 50.**

### **MINIMUM CALL-BACK:**

Whenever an employee is called back to work after the close of his shift and before the commencement of his next shift, he shall be guaranteed a minimum of two (2) hours of work at the appropriate rate. This Section shall apply only in the following circumstances:

- (a) The employee has left the Employer's premises after the close of his shift (including overtime, if any); and
- (b) The call-back begins more than two (2) hours before the commencement of the employee's next scheduled shift.

## **ARTICLE 51.**

### **NON-DISCRIMINATION:**

#### **Section 1.**

Neither the Employer nor the Union in carrying out their obligations under this Agreement shall discriminate in any manner whatsoever against any employee because of race, sex, religion affiliation, nationality, age, Vietnam Era Veterans or non-affecting disability.

#### **Section 2.**

It is understood that the use of the masculine gender in this Agreement shall include the feminine gender as if set forth herein in its entirety.

## **ARTICLE 52.**

### **SEVERANCE PAY:**

Whenever an employee is terminated he/she shall receive severance pay benefits pursuant to the provisions set forth below:

- (a) Upon the completion of five (5) years of unbroken service an employee shall be eligible for a severance benefit equal to twenty (20) hours of pay at the employee's regular straight time rate. The night work pay set forth in Article 10 shall be included in the employee's straight time rate to the same degree it is included in the calculation of vacation allowance under Article 13, Section 3.
- (b) For the purpose of severance employees hired as a result of the acquisition from H.P. Hood the five year qualification time is waived and they are provided past H.P. Hood service credit. For employee list see Addendum.
- (c) The employee shall be eligible for an additional twenty (20) hours' severance pay benefit for each additional year of service through the fifteenth (15<sup>th</sup>) year.
- (d) For each year of unbroken service in excess of fifteen (15) the employee shall be eligible for an additional forty (40) hours severance benefit; provided that in no event shall the total severance benefit to which an employee shall become entitled exceed four hundred (400) hours. The yearly severance benefit due an employee shall be proportionately applied to any period of services between the employee's most recent anniversary of hire and the date of his/her termination.
- (e) No severance benefit shall be due under this Section to an employee under any of the following conditions:
  1. If the employee quits or is discharged for cause.
  2. If the employee retires within six (6) months after layoff.
  3. If prior to his/her termination, the employee is offered regular full-time employment within the jurisdiction of the Local Union.
  4. If prior to his termination, the employee is offered and accepts full-time employment at a location of the Employer outside the jurisdiction of the Local Union within the industry.
  5. With respect to (3) and (4) above, if the employee accepts the offer and is subsequently terminated, he/she shall receive severance pay

based on his/her company seniority, except in the case of resignation, or discharge for just cause.

6. If an employee is on layoff at the time of the closing and his/her seniority has not been broken, he shall not be eligible for a severance benefit if he has regular full-time employment elsewhere.
- (f) The seniority of an employee shall be broken upon his receipt of a severance benefit.
  - (g) Severance benefits shall be paid to the employee not later than his final check.
  - (h) The severance benefits provided by this Section shall be exclusive of all other benefits under this Agreement.
  - (i) This Section shall not apply if the work at the closed plant or location is transferred to another plant or location covered by this Agreement.
  - (j) Six (6) months after the employee is laid off, he/she shall have the option to receive severance pay, if any, to which he/she is then entitled or to retain his/her recall rights for an additional six (6) months. If he/she elects to retain his/her recall rights and he/she is not recalled within six (6) months, he/she shall thereupon be entitled to his/her severance pay; provided that if the plant closes and one of the conditions described in Paragraph (D), (3), (4) above applies, he shall not be entitled to severance pay.

## **ARTICLE 53.**

### **FUNERAL LEAVE:**

#### **Section 1.**

An employee who loses time on scheduled work days on account of the death of a member of his/her immediate family will be paid two (2) days (each day at eight (8) straight time hours) for working time lost as a result of attendance at the funeral and/or attendance to pre-burial or post-burial matter which occur in the State of California.

#### **Section 2.**

An employee who loses time on scheduled work days on account of the death of a member of his/her immediate family will be paid four (4) days (each day at eight (8) straight time hours) for working time lost as a result of attendance at the funeral and/or attendance to pre-burial or post-burial matters which occur outside the State of California.

#### **Section 3.**

For the purposes of this Article, a member of the employee's immediate family is defined as spouse, brother, sister, father, mother, son, daughter, step-child, grandparent, great grandparents, mother-in-law, father-in-law, grandparents of spouse or other relatives living in the employee's home.

#### **Section 4.**

The company will make reasonable effort to accommodate time-off requests for deaths outside the immediate family.

**ARTICLE 54.**

**MANAGEMENT RIGHTS:**

It is understood and agreed that all of the customary, historical and usual rights, functions, prerogative and authority of management are retained and remain solely and exclusively within the rights of management. These rights include, but are not limited to, the right to manage, operate and maintain the facilities, to select, hire and terminate employment, direct the workforce, schedule work, determine what to be produced and the size of the workforce, to relocate or remove any portion of the facilities and to abandon any operation it deems appropriate, to discipline, suspend and discharge employees for cause, to install any labor saving device or equipment and to determine the products to be produced, and to replace, modify, discontinue or introduce new products.

**ARTICLE 55.**

**TERM OF AGREEMENT:**

This Agreement shall remain in effect from September 1, 2010 to August 31, 2015 and shall be considered as renewed from year to year thereafter, unless either party hereto gives notice to the other of its' desire to terminate or modify said agreement at least sixty (60) days prior to August 31, 2015, or August 31<sup>st</sup> of any year thereafter.

**FOSTER FARMS DAIRY**

**BY: \_\_\_\_\_**  
**- VP of Human Resources**

**DATE: \_\_\_\_\_**

**TEAMSTERS LOCAL 150:**

**BY: \_\_\_\_\_**  
**-**  
**Secretary/Treasurer Local #150**

**DATE: \_\_\_\_\_**

**BY: \_\_\_\_\_**  
**\_ – Business Agent Local #150**

**DATE: \_\_\_\_\_**



**ADDENDUM "A"**

**WAGES AND CLASSIFICATIONS**

**Positions covered under this CBA**

|                 | <u>9/6/2015</u> | <u>9/4/2016</u> | <u>9/3/2017</u> | <u>9/2/2018</u> | <u>9/1/2019</u> |
|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Relief Driver   | 22.40           | 22.80           | 23.20           | 23.60           | 24.00           |
| Relief Loader   | 22.30           | 22.70           | 23.10           | 23.50           | 23.90           |
| Regular Driver  | 22.15           | 22.55           | 22.95           | 23.35           | 23.75           |
| Regular Loader  | 22.05           | 22.45           | 22.85           | 23.25           | 23.65           |
| Lead/Foreperson | Minimum         | \$1.00 above    | Regular         | Position        | Leading.        |

**Mechanical Breakdowns:**

After a driver has left the plant and when delays occur by reason of mechanical failure, wrecks, Acts of God, or blockades, and the driver is held at the point of delay, the driver while required to remain with the vehicle or vehicles which he is driving shall be compensated at the full hourly rate during such delay; and if the driver is not required to remain with the vehicle, he shall be compensated at one-half (1/2) the hourly rate during such time as he is dismissed from attending the vehicle. When a driver is relieved from duty, he shall, in addition, be furnished clean, comfortable and sanitary lodgings.

**For Purposes of LOCATION SENIORITY the following lists identified as Group 1 (Original Foster Farms Dairy) and Group 2 (H.P. Hood acquisition) are as follows:**

**Group 1**

**Group 2**

| Seniority | Name | Hire date | Seniority | Name | Hire date |
|-----------|------|-----------|-----------|------|-----------|
|           |      |           |           |      |           |
|           |      |           |           |      |           |
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|           |      |           |           |      |           |

## **WORK RULES**

### **FOR EMPLOYEES OF FOSTER FARMS DAIRY**

The following work rules have been adopted for the purpose of maintaining high work and safety standards for the mutual benefit of the company and all employees.

#### **SECTION I MISCONDUCT**

Commission of any of the following acts may warrant dismissal on the first offense.

1. Reporting for work under the influence of alcohol or dangerous drugs, the possession, use, sale, solicitation or distribution of alcohol or drugs on company time or company property regardless of whether on or off duty such as lunches and breaks.
2. Theft, stealing or dishonesty with the company, its customers, or fellow employees. Anyone who is aware of this violation and fails to report them to management will be considered in violation to the same extent as the offender.
3. Smoking in posted "No Smoking Area" which constitutes a serious fire hazard.
4. Driving a company vehicle in a manner endangering lives and property of others.
5. Driving a company vehicle off Foster Farms Dairy property without a valid driver's license on your person.
6. Immoral or indecent conduct on the premises.
7. Insubordination, fighting, assault, or physically abusing fellow employees, customers, suppliers.
8. Racial or sexual harassment to fellow employees, customers, suppliers, or members of the public when on company time or when representing the company in an official capacity.
9. Interference with other employees by coercion, intimidation, or any other action or behavior which is considered a hostile work environment.
10. Sabotage or malicious destruction of company property or property of another employee.
11. Intentionally using another employee's Kronos card, or authorizing another employee to use your Kronos card for time keeping purposes.
12. Discourteous or improper conduct with customers or the general public, which would bring discredit to the company's good name.
13. Falsifying company records, documents, or reports.
14. Sleeping on company time.
15. Possession of lethal weapons including personal knives over 3" in blade length on company property.
16. Unauthorized use of company property and unauthorized possession of company property.
17. Mishandling or intentional abuse of company products, machinery or equipment.
18. Passing on confidential business or any information to company employees or outside interests that could be damaging to the company reputation.
19. The spreading of false reports, which are detrimental to good relations between the employees and the company.
20. Fraudulent reporting or willful abuse of sick leave.
21. "Horseplay", or throwing articles resulting in personal injury or damage to company property or products.
22. Failure to properly report at once an accident, on-the-job injury, or damage to company property to your immediate supervisor or foreman.

23. You are not permitted to carry passengers in company vehicles without approval from management.
24. "No Call No Show" if an employee does not report to work, and does not call notifying us of his/her absence for a period of 3 scheduled work days, will be considered as job abandonment and therefore, as the circumstances dictate, may be terminated.

## **SECTION II STANDARD OF CONDUCT**

Anyone guilty of one or more of the following offenses within a 12 month period may receive progressive discipline as follows. A written warning on the first offense, suspension on the second offense and dismissal on the third offense. Anyone who violates the same offense 3 times or a combination of 4 offenses may be terminated.

1. Failure to perform job duties in a satisfactory manner.
2. Use of tobacco in any company building or as prohibited by posting. Smoking is allowed in designated areas only. Company vehicles (cars, trucks, vans, tractors, farm equip. etc.) are not designated smoking areas.
3. Loitering during working hours, unnecessary absence from assigned department or route, conducting personal business, or unexcused idleness while on the clock.
4. Committing an unsafe act or failure to observe reasonable safety standards, not exclusive to PPE's, goggles, hard hats, ear plugs and proper footwear.
5. Failure to observe assigned lunch and break periods.
6. Circulating or signing petitions, posting or circulating bills or pamphlets on company premises or company routes without company permission.
7. Failure to follow established accounting practices in the handling of company money, or product shortage from routes, irregularities in invoices and excessive errors in load-outs.
8. Failure to call supervisor or foreman at least 2 hours before shift starts if unable to report for work. Also, failure to notify intention to return to job after absence. Notice of intent to return to job is to be done at least 2 hours prior to conclusion of employee's previous regular shift.
9. Failure to have foreman or supervisor's approval for overtime worked, no lunch and all exception time.
10. Failure to follow Good Manufacturing Practices (GMP's).
11. Failure to follow clothes changing guidelines
12. Failure to wear required uniforms and to keep uniforms in a neat and clean condition. Wearing another employee's uniform is prohibited unless written permission is obtained.
13. Failure to observe State Health Laws, such as washing hands after using restroom facilities and the wearing of hairnets in processing areas.
14. Use of any electronic devices, not limited to cell phones, ipods, that does not pertain to job function, is prohibited while on duty.
15. Passengers are not allowed on any moving material handling equipment, and are not to be used for personal transportation.
16. Proper footwear is required. Footwear that is defective or inappropriate to the extent that its use creates the possibility of foot injuries, slips, trips, or falls is not allowed.

## **ATTENDANCE POLICY**

Absenteeism can become a serious problem, not only to fellow workers who often have to carry the extra workload of those who are absent, but also to the Company. Therefore, the following Attendance Policy Control Procedure will be instituted.

### **TYPES OF ABSENCES AND TARDINESS**

Accumulated absences and tardiness are considered one in the same in determining penalties.

#### **Tardiness**

Employees who are tardy will receive (1/2) point.

#### **Absence**

An absence is defined as one occurrence, regardless of length. For example, one occurrence could be a single day, or it could be five consecutive days and employee will be assessed one point per occurrence.

Employees with more than three (3) points who are absent the day before and/or the day following Vacation, Holiday, or Floater shall receive two (2) points. Employees with three (3) points or less in same circumstance shall receive one (1) point.

Employee's who are absent the second Sunday in a 6 month period shall receive (2) points.

#### **Multiple Day Absences**

The Employer may require a doctor's certificate or other satisfactory proof of illness or accident for absences of three days or more. The requirement for a doctor's certificate shall be met by the presentation of a health and welfare claim form executed by a doctor.

#### **Leaving Work Early**

Employees who leave work early without completing half of their shift will receive one (1) point.

Employees who leave work early and have completed half of their shift or more will receive (1/2) point.

#### **Kronos Card**

A lost or "forgotten" Kronos card will count as (1/2) occurrence unless the employee notifies his or her supervisor prior to his or her shift start time and then it will count as (1/4) occurrence.

#### **Exclusions (No Points)**

Absences or tardiness caused by the following reasons:

Jury Duty. (Upon verification)

Pregnancy Leave.

Any federal or state government regulated leave of absence

Funeral Leave.

Leave of Absence. (Granted by Company)

Layoff.

Work related injury.

When admitted to the hospital. (Defined as overnight stay)

### **Disciplinary Action Period**

The period covered shall be any twelve consecutive months.

Points will freeze and time period will be suspended if employee is out more than 30 consecutive days and will resume upon return.

### **ABSENTEEISM CONTROL PROGRAM**

Disciplinary action will be taken when warranted as outlined below:

Step 1: On the first and second point in a twelve-month period, no action will be taken.

Step 2: On the third point in a twelve-month period the employee will receive counseling and a review of the attendance policy by his/her Supervisor.

Step 3: On the fourth point in a twelve-month period, the employee, as the facts dictate, will receive a written warning.

Step 4: On the fifth point in a twelve-month period, the employee, as the facts dictate, will receive a first warning of termination.

Step 5: On the sixth point in a twelve-month period, the employee, as the facts dictate, will receive a second warning of termination.

Step 6: On the seventh point in a twelve-month period, the employee, as the facts dictate, will be terminated.

### **ACKNOWLEDGEMENT OF RECEIPT**

I have received a copy of the Company Work Rules and Attendance Policy. It is my responsibility to read, understand and adhere to these policies. Any questions I might have will be discussed with my immediate Supervisor/Manager.

I further understand that violation of these policies may result in discipline, up to and including termination.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Date Signed

Location: \_\_\_\_\_