

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DFA DAIRY BRANDS, LLC or the applicable subsidiary thereof, including:

**PLANTS AND BRANCHES LOCATED IN
OGDEN, SALT LAKE, OREM, VERNAL, LOGAN
RICHFIELD, PRICE, AND ST. GEORGE, UTAH**

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL UNION NO. 222

May 1, 2022, through and including April 30, 2025

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MASTER AGREEMENT

ARTICLE 1 RECOGNITION AND UNIT

SECTION 1. The Employer hereby recognizes the Union as the collective bargaining agent in the appropriate unit for the purpose of collective bargaining, as described in the Supplements attached hereto and expressly made a part hereof.

SECTION 2. The appropriate unit for the purpose of collective bargaining shall constitute all of the job classifications hereinafter set forth in the Supplements attached hereto and expressly made a part hereof.

ARTICLE 2 CHECK-OFF

SECTION 1. The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions not later than two (2) weeks after such deductions are made. The Local Union shall furnish or cause to be furnished to each Employer written authorization of each employee for the deduction herein provided. Such authorization is to be in compliance with any and all applicable Federal and State Laws. The Local Union also shall furnish to each Employer a monthly statement showing the names of all employees of such Employer from which deductions have been authorized and the amounts to be deducted in accordance with such authorizations.

SECTION 2. Failure of an Employer to remit to the Union the monies deducted from employees within two (2) weeks after deductions are made shall give the Union the right to take such action as it deems necessary, including striking the Employer's operations until such monies are paid to the Union.

SECTION 3. It is hereby agreed that the Union will not invoke a strike to enforce this Article 2 until they have given seven (7) days of notice in writing to the Employer. However, after this notice Section 2 of this Article may be invoked.

SECTION 4. DRIVE: The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters, on a monthly basis in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 3 PURPOSE OF EMPLOYMENT

SECTION 1. For the purpose of promoting the interest of the parties hereto, this Agreement as to wages, hours, and working conditions, is entered into and shall be binding on the parties hereto from the date hereof until terminated as herein above provided.

SECTION 2. All employees in the classifications covered by the terms of this Agreement, members or prospective members of the Local Union having jurisdiction in the area in which they are employed, shall be subject to the terms of this Agreement and shall be governed and abide by the terms of this Agreement.

SECTION 3. The Employer, within 30 days of hiring a new employee, shall send to the Union having jurisdiction notice giving the name of employee and the classification of work for which he/she is hired, and the date of hiring, with a copy to the Union Shop Steward.

SECTION 4. In the event the National Labor Relations Act of 1947, or the Utah State Right to Work Act, is amended or modified to permit the inclusion of a Union Security Clause or Agency Shop Clause in this Agreement then, in that event the parties to this Agreement shall open this Agreement for the negotiation of such a clause.

SECTION 5. The Employer shall distribute to new hires Union informational packets, which outline Union services membership and benefits. These packets shall not contain documents, which disparage the Company. These packets shall be reproduced at the Union's expense and provided to the Company for distribution. Either party shall have the right to cancel this Agreement with seven (7) days written notice to the other party.

ARTICLE 4 **MANAGEMENT RIGHTS**

The Union recognizes that it is the exclusive right of the Company to manage its business as heretofore, including the right to determine the products to be manufactured, the location of its plant(s) and the right to close down its plant(s), to establish standards of production, reasonable rules and standards of maintenance, to assign work, provided that in the exercise of these rights the Company will not violate any of the terms of this Agreement.

The above rights are not all inclusive and it is understood that any of the rights, powers or authorities the Company had prior to the signing of this Agreement are retained by the Company except those specifically limited or modified by this Agreement. The Employer's failure to exercise any function or right in any way shall not be deemed a waiver of or a limit on its rights to exercise such function in the future whether or not such function nor right has been exercised by the Employer in the past.

ARTICLE 5 **PICKETING**

It shall not be a violation of the no strike pledge contained in this Agreement for an employee to refuse to cross any primary picket line of any Union, including Local Union #222, at any location other than the Company's locations covered by this Agreement.

ARTICLE 6 **DEFINITIONS**

SECTION 1. Part-time workers shall not be employed in the Blow Mold Operations or the Fluid Milk Dairy Processing plant at Salt Lake City.

SECTION 2. Full-Time Employees: A full-time employee covered by this Agreement shall be defined as any employee hired to work forty (40) hours per week.

SECTION 3. Schedule Posting: Managers will attempt to post schedules by Tuesday by 4:00pm but will post the schedules no later than Wednesday at 4:00pm

ARTICLE 7
SENIORITY

SECTION 1. Seniority means the length of continuous service without any break (as hereinafter defined). Any break in continuity will cancel seniority heretofore accrued, and seniority can be acquired after such break only by reemployment, in which case seniority will date from such re-employment.

a) **Company Seniority:** Company seniority shall be determined from the original date of hire of an employee, in a regular full-time bargaining unit position, within the jurisdiction of Local 222.

Company Seniority will be applicable under the following circumstances:

1. In determining eligibility of an amount of vacation earned by an employee.
2. In determining eligibility of an amount of sick leave earned by an employee.
3. In displacing a junior employee in any department due to job reductions or lay-offs.
4. If an employee is transferred from one department to another within the bargaining unit, at the insistence of the company due to job reduction or lay-offs, the employee will be entitled to transfer his or her Company-Location Seniority to the new plant, department or depot.
5. Employees who transfer from another company facility outside the jurisdiction of Local 222, will maintain their accrued sick leave and vacation with the company. The Employees new Company seniority shall be recognized as the date of hire or start date in a regular full-time bargaining unit position, within the jurisdiction of Local 222.

SECTION 2. Seniority by Location:

- The parties agree to bargaining unit seniority.
- The parties agree to bargaining unit seniority, within each specific depot location, outside of Salt Lake City.

a) **Bargaining Unit Seniority:** Bargaining unit seniority shall be determined from the date of hire or transfer of an employee into a plant or depot, in a regular full-time bargaining unit position, within the jurisdiction of Local 222.

b) Bargaining Unit Seniority will be applicable under the following circumstances:

1. Job bidding
2. Vacation selection (From within the applicable department)
3. Overtime (From within the applicable department)
4. Bumping

SECTION 3. Reduction of Force - Layoffs: Local 222 bargaining unit seniority shall prevail for regular employees under the following circumstances.

a) Reducing forces and layoffs, because of lack of work. In reducing forces or layoffs because of lack of work or legitimate cause, the last employee hired shall be the first employee laid off, so long as the

remaining employees are qualified to perform the work. In returning to work, the last employee laid off shall be the first employee recalled provided the employee is qualified to perform the available work.

b) Employees will receive one (1) week notice of reduction in force or lay-off. The Employer will not use an Employee's vacation to nullify the one (1) week notice obligation, unless requested by the Employee in writing. The Employer will make every effort to offer employees any remaining work in seniority order, except in the case of unanticipated emergencies agreed to by both the Company and the Union.

c) Filling vacancies, promotion and new jobs.

SECTION 4. Probation:

Probationary employees shall not be subject to the provisions of this Agreement (except for the Pension Article of this contract) and they shall have no seniority and may be discharged during their trial period without recourse.

Such employees shall be on probation for a trial period of ninety (90) calendar days unless such period is extended by mutual agreement between local management and the Local Union. Upon serving the trial period successfully, the employee's seniority shall be determined as follows:

a) **Regular Full-Time Employees** - The employee's seniority shall be retroactive to his/her most recent hire date.

SECTION 5. Bidding Job Vacancies, Promotions and New Jobs:

a) Job vacancies, promotions and new jobs shall be posted immediately by the Company on the proper bulletin boards in all departments within the Plant or at the applicable depots for a period of three (3) working days, excluding Saturday, Sunday, and contractual Holidays, setting forth generally the facts and conditions in respect to such jobs and requesting bids therefore. Any interested employee may make application by signing the aforementioned bid. The employee with the most seniority, applying for the vacancy, shall be appointed to fill the same, excluding maintenance jobs, which will be awarded according to seniority and valid objective qualifications. Any discrepancy between an employee and the decision of management will be discussed and if not settled, will be subject to the grievance machinery.

1) If bids are coming in from outside of the department in which the Job bid resides, seniority within the bargaining unit will prevail. However, the Company may temporarily fill the vacancy until such appointment is made. Vacant jobs will be filled temporarily, until the bidding process and training periods permit movement of employee, but for no longer than thirty (30) days. Request for extension will be submitted to the Union for approval; but, will not be unreasonably withheld. The bidding process will continue until all bids are filled. At any point a job goes un-bid, the company may then hire off the street. An employee shall not be permitted to exercise his/her seniority rights under this provision for twelve (12) months following a successful bid, unless his/her job is eliminated. Exceptions must otherwise be agreed to between the parties (Company and Union), in an individual case. Any employee appointed a bid during their first twelve (12) months of employment shall be subject to the twelve (12) month waiting period. Should any employee bidding in such job fail to qualify after a trial period of up to fifteen (15) days, he/she shall be returned to his/her old job. Said trial period may be extended by mutual agreement between the parties. All job vacancies shall be posted for bid at the then current contract rates.

2) **Schedule Changes:** In the event - 1) a job bid is cancelled, 2) the scheduled start time is changed by two (2) or more hours, or 3) any permanent days off change, the affected employee shall be given the option to exercise his/her seniority to bump where their seniority permits. The bumping process by seniority shall then continue until the bump is complete.

3) An employee who leaves the classification of work covered by this Agreement but remains in the employment of the Company in some other capacity, may retain seniority rights upon return to the original unit providing that he/she returns within a period of sixty (60) days.

b) Job Elimination / Layoff Procedure:

When a job is eliminated, the employees affected by the job elimination may "bump";

- a less senior employee in his/her job.
- a less senior employee in his/her wage classification.
- a less senior employee in a lower classification.
- the least senior employee in the plant provided he/she is qualified to perform the job. Should such employee not be qualified to perform such job, he/she may "bump" the least senior employee in the general labor (Bracket 3) classification.

Any employee who has their job, position or shift eliminated, shall maintain or have their bidding rights immediately re-instated.

The following positions are protected positions and only qualified employees may bump, at the Salt Lake facility: Dry Warehouse, Hostler, Pasteurizer, and Distribution Vacation-Relief, Blow Mold Operator, Receiver, Plant Maintenance and Fleet Maintenance, and Driver (CDL). New and open positions shall be bid, per seniority.

Super seniority for the purpose of lay-off shall apply to one (1) Union Steward per department or per location.

An employee whose position is eliminated shall not suffer a reduction in pay for a maximum period of twelve (12) months. Additionally, such employee shall be required to bid for the next available job opening in the job bracket in which he/she is receiving pay. A failure to bid on such position will result in an immediate reduction in pay level assigned to the position, which the employee currently occupied.

Seniority lists shall be prepared and posted semi-annually. Any alleged discrepancy of an employee's seniority date must be grieved in writing within thirty (30) days after the posting of the seniority list. Seniority shall apply only to regular employees and shall be determined by the length of service with the Company or a predecessor company from the date of his/her last employment. Any dispute with reference to seniority shall be processed through the grievance procedure.

Seniority shall be broken only by discharge, voluntary quitting, or lay-off for more than one (1) year. In the event of lay-off, an employee so laid off shall be given notice of recall by certified mail to his/her last known address. In the event the employee fails to make him/her available for work within three (3) days if unemployed, or one (1) week if employed, after receipt of notification, he/she shall lose all seniority under this statement.

c) Load packets: The Company will rotate the load packets weekly and make adjustments to keep the packets in balance.

d) FMLA, Proven Sickness, Extended Absences or Leave

Notwithstanding the foregoing provision as to seniority, it is the intention of the Company and the Union that employees, who because of illness or other disability, are unable to handle their regular work to

advantage or to perform their regular work without risk of injury to themselves, will be given preference as to such work as they are able to do and shall carry their full accumulated seniority to the new job. The conditions of employment of such employees, including the application of their seniority, their hours and wages, shall be discussed and agreed upon by the Company and the Union prior to any such change therein.

Inability to work because of proven sickness or injury shall not result in the loss of seniority rights except that he/she shall be required at not more than six (6) month intervals to provide said proof of his/her inability to work as a result of such sickness or injury.

If a reasonable expectancy exists that an employee may be absent from his/her job for a period of approximately six (6) months, the Company will post the job of the ill employee for bid. Upon recovery from illness, the employee will be given a job that is substantially similar to his/her former job or a job commensurate with his/her physical ability to perform the essential functions of the job. The employee so displaced may exercise his/her bumping rights in accordance with the applicable section in this Agreement.

SECTION 6. Transfer to Non-Bargaining Unit or Supervisory Status

Employees who transfer to a non-bargaining unit or supervisory status, who have accumulated seniority under this Agreement shall continue to accrue seniority for a period of thirty (30) days. Provided, however, that such employees who work in such supervisory status in excess of thirty (30) days shall suffer a break in seniority for all bargaining unit purposes.

SECTION 7. Transfers

When an employee is transferred (not to include transfers resulting from bids) from one (1) department in a plant to another department in a plant at his/her request or consent he/she shall not thereafter bid for one (1) year and he/she shall retain full applicable seniority in the new department.

SECTION 8. ROUTE SENIORITY:

Whenever an opening exists or a route is created, such facts shall be posted by the Company on the bulletin boards and shall remain posted for seventy-two (72) hours, excluding Saturday, Sunday, and contractual Holidays. During this time, any employee within the classification who has completed their probationary period or any employee who has bidding rights, shall have the opportunity to bid. Bargaining unit seniority will prevail. A copy of all route bids indicating the name of the successful bidder shall be forwarded to the Union. The successful bidder will take over the route at no later than seven (7) days after they have been awarded said route, reasonable request for extension will be complied with by the Union. The successful bidder shall not be allowed to re-bid another job opening for a period of twelve (12) months. If a job, position, or vacancy goes un-bid, an employee without bid rights may request the opening from a Department Manager, before the company hires outside of the bargaining unit to fill the position. More than one request for said job, will be awarded by seniority. Seniority rights shall prevail, providing the employee has the potential qualifications and is physically able to handle such position. Should the employee with the greatest seniority not qualify the matter shall be discussed with the employee and the Union. Should the senior employee not agree, the employee may process the decision through the grievance procedure.

Schedule Change: In the event - 1) a bid route is cancelled, 2) the scheduled start time is changed by two (2) or more hours, or 3) any permanent days off change, the affected driver shall be given the option to exercise his/her seniority to bump where their seniority permits. The bumping process by seniority shall then continue until the bump is complete.

If a route is changed by 33% or more (Accounts/Stops) from the original signed bid, awarded bid, and/or assigned bid, the affected driver of said route will be given the choice of routes affected by the change or be allowed to bump wherever his/her seniority will permit, within the pool of affected drivers.

A seniority list shall be prepared and posted semi-annually. Seniority shall apply only to regular employees and shall be determined by the length of service with the Company, or a predecessor company from the date of his/her last employment. Any dispute with reference to seniority shall be processed through the grievance procedure.

An employee's qualifications shall be determined by the Company.

An employee who leaves the classification of work covered by this Agreement but remains in the employment of the Company in some other capacity, may retain seniority rights upon return to the original unit, providing that he/she returns within a period of thirty (30) days.

When an employee is transferred (not to include transfer resulting from bids) from one (1) route to another at his/her request or consent he/she shall not thereafter bid for one (1) year and he/she shall retain full company seniority for benefits, and departmental seniority will begin in the route classification as of the most recent date of transfer into the department.

SECTION 9. Geographical Transfer

Employees will have the opportunity to move to other jobs covered by this Agreement in other geographical areas and within the state before a new person is hired into such jobs. The procedure for such bidding shall be as follows:

- a) The employee shall put their name on a list to be maintained by the Company, with a copy to the Union, which indicates their desire to bid on a vacancy in some other geographic area (covered by this Contract and within the same state). The listing of their name shall also indicate the job(s) in which they are interested in bidding.
- b) The employee may add or remove their name from the above referenced list at any time.
- c) The Company will review the above referenced list prior to hiring a new hire and will award the job to the senior qualified bidder, if any (in accordance with the job bidding procedures contained in this Agreement).
- d) An employee who transfers under the provisions of Items a, b, or c above will dovetail their bargaining unit seniority into the seniority list at his/her new work location.

ARTICLE 8 **STEWARDS**

SECTION 1. The Company recognizes the right of the Union to designate job stewards and alternates from the Company's seniority list of employees actively at work.

SECTION 2. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- b) The collection of dues when authorized by appropriate Local Union action;
- c) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - 1. Have been reduced to writing, or

2. If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to handle goods, or any other interference with the Company's business.

SECTION 3. The Company will honor Weingarten requests made by employees. The Union may include an explanation of employees' Weingarten rights in its orientation packet.

SECTION 4. Job stewards and alternates have no authority to take strike action, or any other action interrupting the Company's business, except as authorized by official action of the Union.

SECTION 5. In the event an unauthorized strike or other interruption of work occurs, there shall be no liability on the part of the International or Local Union, or any of their officials, agents or members not participating in such unauthorized action, provided that the Union in good faith and without delay:

- a) Notifies the Company in writing that such strike or other concerted activity is unauthorized;
- b) Orders its members to return to normal work, notwithstanding the existence of any picket line not authorized by the Union;
- c) Announces to all available communication media that the strike or other work stoppage is unauthorized and that the employees have been directed by the Union to cease such action and return to work.

ARTICLE 9 **GRIEVANCE PROCEDURE**

SECTION 1. A grievance is a violation of a specific provision of the Labor Agreement. The Company agrees to meet jointly and deal with accredited representatives of the Union whose names shall have been certified to the Company in writing by the Union to discuss any disputes that may arise. There shall be no strike, slowdown, or stoppage of work on the part of the Union or lockout on the part of the Company. Such disputes shall be settled in accordance with the following procedure:

STEP 1. The employee or Steward shall first take the problem up with the Supervisor. If the problem is not settled at this step, the grievance must be presented in writing, by email, fax or mail, within fifteen (15) calendar days from the time the aggrieved employee acquired knowledge of such grievance to the Plant Manager, or their authorized representative or the grievance shall be forfeited. If Step (1) is omitted, the grievance procedure ends at this level.

STEP 2.

a) After a grievance has been initiated, the Employer shall only discuss grievance particulars with the employee's Business Agent, together with the affected employee in the effort to resolve the grievance.

b) **Panel Committee:** If no decision is reached within fifteen (15) calendar days from the date the grievance was presented in writing, by email, fax or mail to the Manager, the matter will be submitted to a committee composed of two (2) persons appointed by the Union and two (2) persons appointed by the Company, who shall meet jointly at a time and place mutually agreed upon each month. A meeting is to be held by mutual agreement if there are grievances to be heard. Special cases (discharges) may be handled in another state by mutual agreement. A grievance scheduled for committee may be waived by mutual agreement between the parties. The decision by the majority of the committee shall be final and binding upon both parties. Failure to meet jointly by either party shall be construed to be a binding decision in favor of the party attending the meeting. The aggrieved employee shall have the right to attend the grievance meeting, providing they do so at their own expense and no pay.

c) If no decision is reached within fifteen (15) calendar days from the date the grievance was presented in writing, by email, fax or mail to the Manager, either side may request to forego "Subsection (b)" and request that the matter be moved directly to "Step 3" of this Section and upon mutual agreement, the matter will be moved directly to arbitration.

STEP 3. If no decision is reached by the Joint Area Grievance Committee within the specified time above, the committee may, by majority vote, extend the period; otherwise, either party may within thirty (30) days from the date committee is unable to agree request the Director of Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators, where possible from within the area involved.

SECTION 2. After receiving the list of arbitrators, the Company and the Local Union involved will select an Arbitrator in the following matter:

1. A toss of a coin will determine who deletes the first name.
2. The other party shall then delete a name.
3. This will be repeated until there is but one (1) name left; the remaining name will be the selected Arbitrator. The Company or the Union will notify the Federal Mediation and Conciliation Service of its selection. This selection must be made within fourteen (14) calendar days after receiving a list of arbitrators. The Arbitrator shall set a date of hearing. The decision of the Arbitrator shall be final and binding upon both parties.

Each party will bear its own expenses. The expense of the Arbitrator will be equally divided between the Company and the Union.

ARTICLE 10 **DISCIPLINARY PROCEDURE**

SECTION 1. The Company shall not discharge or suspend any employee without just cause and shall give at least two (2) warning notices of a complaint against such employee, to the employee, in writing, and a copy of the same to the Union, except that no warning notice need be given to an employee before he/she is discharged or suspended if the cause for such discharge or suspension is theft, dishonesty, striking and/or threatening an employee or member of management, proven drunkenness, or possession of intoxicating beverages, being under the influence of intoxicating beverages, being under the influence of or in possession of illegal drugs, or the illegal use of dangerous drugs while on duty, carrying unauthorized passengers in a Company vehicle, recklessness resulting in a serious accident while on duty, refusal to comply or assist in the operations or services of the Company when reasonable requests are made by supervisory personnel, or other serious just cause, which are not in conflict with the provisions of this Agreement, and inability to pass a physical examination prescribed by Governmental requirements.

SECTION 2.

(a) Violations other than those listed above (Section 1) shall be handled as follows:

Step (1): A documented written verbal warning will be presented to the employee specifying the violation which justifies the verbal warning notice.

Step (2): A written warning of the violation which justifies the written warning will be presented to the employee specifying the violation which justifies the written warning notice.

Step (3): A second (2nd) written warning notice within the twelve (12) month period as defined in subsection (b), following the written warning notice required in Step (2) may result in a disciplinary

suspension. Further violations after two (2) written warnings and/or suspension shall be cause for discharge without further warning. A suspension shall remain in effect for twelve (12) months regardless of the date on the letter preceding the suspension letter and another letter during the twelve (12) months may be cause for discharge.

(b) A copy of all written notices and suspensions shall be issued within fifteen (15) calendar days of the violation. A copy must be given to the employee and a copy sent to the Union by fax, email or mail, within the aforementioned fifteen (15) calendar days to be valid. Such written notices shall have a twelve (12) month limitation, from the date of said written notice.

(c) In the event an employee is requested by the Company to participate in an investigation which the employee reasonably believes could lead to possible discipline, then, in that event, the Employee has the right to request the presence of a union steward during the investigatory review. Employees do not have the right to have union representation present when called to a meeting with management for the sole purpose of informing the employee of discipline being imposed.

(d) In the event that a “Last Chance Agreement” or “Final Agreement” is offered to a bargaining unit employee, the agreement must first be provided to, and approved by the Union.

(e) All “Progressive Discipline” will be administered separately and defined as “Like” discipline within one of the following infraction groups. Infraction groups are as follows:

- 1) Performance
- 2) Behaviour
- 3) Attendance
- 4) Samsara

SECTION 3. (Samsara – Drive Cam)

No employee shall be disciplined/discharged based upon information derived from GPS or any other technology enhancements or devices that may be introduced by the Employer unless the employee engages in conduct creating danger to him/herself, other employees or the general public, or involves other conduct such as dishonesty or recklessness.

ARTICLE 11 TIME OFF FOR UNION ACTIVITIES

The Company may grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other official Union business, provided seven (7) calendar days written notice is given to the Company by the Union, specifying the length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Company's operations due to lack of available employees.

ARTICLE 12 LEAVE OF ABSENCE

SECTION 1. Any employee desiring leave of absence from his/her employment shall secure written permission from the Company. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Written permission for extension must be secured from the Company. During the period of absence, the employee shall not engage in gainful employment unless mutually agreed between

the parties. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

SECTION 2. When an employee is granted a leave of absence, the employee shall have the option to pay the Company where the plan permits, prior to the leave of absence being effective and prior to any extension thereof, sufficient money to pay the required contributions to Health and Welfare or Pension Funds during the period of such absence; however, acceptance of self-payment during leaves of absence will be at the discretion of the Board of Trustees.

ARTICLE 13
UNION COOPERATION

SECTION 1. The Union, as well as the members thereof, agrees at all times as fully as it may be within their power to further the interest of the Company.

SECTION 2. Fair Day's Work for Fair Day's Pay

The parties agree at all times as fully as it may be within their power to cooperate so as to protect the long-range interests of the employees, the Employer, the Union and the general public.

The Union and the Employer recognize the principle of a fair day's work for a fair day's pay, that jobs and job security of employees working under this Agreement are best protected through efficient and productive operations of the Employer, and that this principle shall be recognized in the administration of this Agreement and its Supplements and the resolution of all grievances thereunder.

ARTICLE 14
UNION ACTIVITIES

Any employee member of the Union acting in any official capacity shall not be discriminated against for his/her acts of such officer of the Union so long as such acts do not interfere with the conduct of the Company's business, nor shall there be any discrimination against any employee because of the Union membership or activities. However, it is agreed that the Company shall not be required to pay an employee for any time that he/she is taken away from his/her work to serve the Union in any official capacity or serve on any Union Committee.

ARTICLE 15
INSPECTION PRIVILEGES

SECTION 1. Authorized agents of the Union shall be permitted on the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, providing however, that there is no interruption of the Company's working schedule. Representatives of the Union's district director and the International Union will have reasonable access to the Company's plants during working hours by appointment.

SECTION 2. Upon written request, the authorized Local Union agent shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual(s) whose pay is in dispute.

SECTION 3. A single Union representative shall be given access to the plant to investigate alleged safety violations upon providing plant supervisor with advance notice of his/her intended visit. The representative may not interrupt employee work or Company productivity in any manner.

ARTICLE 16
EQUIPMENT, SAFETY & REPORTS

SECTION 1. The Company shall not require employees to take out on the streets or highways any vehicles that are not in safe operating condition, or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate equipment, which, in fact, is unsafe. Conversely, if equipment is safe and person refuses to operate it, then person may be disciplined in accordance with Article 10.

SECTION 2. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Company, the employee, before starting his/her next shift and shall make out an accident report in writing on forms furnished by the Company and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision shall subject such employee to disciplinary action.

SECTION 3. Employees shall immediately, or at the end of their shift, report all defects of equipment. All equipment, which is refused because it is not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. Conversely, if equipment is safe and person refuses to operate it, then person may be disciplined. The Company shall not ask or require any employee to take out equipment that has been reported by any other employee, in writing or electronically, as being in unsafe operating condition until same has been approved as being safe by the Company's mechanical department or a qualified individual authorized by the Company.

SECTION 4. Employees shall not be charged for loss or damage to equipment, except where such loss or damage is deliberately caused by the employee. Employees may be disciplined for loss or damage to equipment caused through their fault.

SECTION 5. Plant & Depot Safety Equipment: Safety PPE shall be provided and maintained at all times. If there is a difference in the assessment of "Safety" or otherwise, the Union will request a meeting to discuss the issue in an effort to find resolve.

SECTION 6. In an effort to maintain a safe working environment and avoid workplace accidents, employees will not be required to stack milk cases above six (6) cases high.

SECTION 7. Management will make every reasonable effort to maintain appropriate staffing to enable all shifts and job bids to remain filled to keep the workload, overtime and number of days worked per week at a reasonable level.

ARTICLE 17
ALCOHOL AND DRUG TESTING POLICY

SECTION 1. Purpose

Alcohol and drug abuse ranks as one (1) of the major health problems in the United States. Our employees are our most valuable resource, and their safety and health is of paramount concern. We are committed to providing a safe working environment to protect our employees and others; to provide the highest level of service; and to minimize the risk of accidents and injuries.

SECTION 2. General Policy

Each Company employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited

quantities of narcotics, abused prescription drugs or alcohol can impair your reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic results. For these reasons, the Company has adopted a policy that all employees must report to work completely free from the presence of drugs and the effects of alcohol.

SECTION 3. Drug Use/Distribution/Possession/Impairment

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, processing or using illegal drugs or other unauthorized or mind-altering or intoxicating substances while on Company property (including parking areas and ground), or while otherwise performing their work duties away from the Company. Included within this prohibition are lawfully controlled substances or over-the-counter non-prescription drugs, which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs or over-the-counter non-prescription drugs taken in accordance with the prescription.

SECTION 4. Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work, and/or from having excessive amounts of otherwise lawful controlled substance in their systems. This policy does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

All employees are prohibited from distributing, dispensing, possessing or using alcohol while at work or on duty. Furthermore, all employees are prohibited from having alcohol in their system while at work or on duty.

SECTION 5. Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distributing, dispensing, possessing or using alcohol while at work or on duty. Furthermore, all employees are prohibited from having alcohol in their system while at work or on duty.

SECTION 6. Prescription Drugs

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication and over-the-counter non-prescription drugs. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. In addition, employees can report the use of prescription or non-prescription drugs, which may affect drug tests by completing a written, consent form. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance.

SECTION 7. Who is Tested

The Company shall conduct drug tests in the following circumstances:

- a) **Application of Employment:** Job applicants must submit to a drug test. Refusal to submit or a positive confirmed drug test may be used as a basis for refusal to hire the applicant.
- b) **Reasonable Suspicion:** Employees may be required to submit to drug/alcohol screening whenever the Company's supervision has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioural changes, results of drug searches or other detection methods, or involvement in a workplace or vehicular accident indicating a possible error in judgment or negligence.

- c) At times and in a manner specified by the U.S. Department of Transportation or its counterparts in the State of Utah, or as allowed by the statutory and case law of the State of Utah.

SECTION 8. Discipline

Violation of this policy or any of its provisions may result in discipline up to and including termination of employment.

SECTION 9. Enforcement Policy

In order to enforce this policy and procedures, the Company may investigate potential violations and require personnel to undergo drug/alcohol screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the physical premises, including, but not limited to work areas, desks, work stations, lockers, Company vehicles, etc. Employees will be subject to discipline up to and including discharge for refusing to cooperate with searches or investigations, to submit to screening or for failing to execute consent forms when required by supervision.

SECTION 10. Investigations/Searches

Where a manager or supervisor has reasonable suspicion that an employee has violated the substance abuse policy, the supervisor, or his/her designee, may inspect Company vehicles, lockers, work areas, desks and other locations or belongings without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. The employee is hereby notified that locked areas or containers do not prevent a search and thus employees should understand there is no expectation of the privacy on the Company's premises. Where the employee is not present or refuses to remove a personal lock, the Company may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management. The Company may use unannounced drug detection methods.

The Employer will alert a steward, if one (1) is available, prior to commencing a search of a vehicle or a locker. The steward may accompany the manager to the site of the investigation.

SECTION 11. Employee Assistance

The Company expects employee who they suspect has an alcohol or drug problem to seek treatment. The Company will help employees who abuse alcohol or drugs by providing a referral to an appropriate professional organization. However, it is the responsibility of the employee to seek and accept assistance before drug and alcohol problems lead to disciplinary action, including termination. Failure to enter, remain or successfully complete a prescribed treatment program may result in termination of employment. Confidentiality of records and information will be maintained in accordance with all local, state, and federal laws.

SECTION 12. Entrance into a treatment program does not relieve an employee of the obligation to satisfy the Company's standards regarding an employee's performance, after his/her successful completion of an approved treatment program. Participation will not prevent the Company from administering discipline for violation of its policies or relieve the employee of his/her responsibility to perform his/her job in a satisfactory, safe and efficient manner.

An employee who voluntarily enters a Company approved rehabilitation program shall be given a leave of absence according to the Family Medical Leave Act. Upon a successful completion of this program the employee may return to active status with no loss of seniority.

If an employee has not come forward to voluntarily seek rehabilitation, but has tested positive for drugs or alcohol, the employee shall be subject to discipline up to and including termination. If the Company allows the employee to enter an approved rehabilitation program, the time spent off duty, in rehabilitation shall be considered a disciplinary suspension. Upon successful completion of rehabilitation, the employee shall be returned to active duty with full seniority.

All employees who enter rehabilitation shall be required to successfully complete all after-care requirements of their program, including random testing.

All costs of a rehabilitation program shall be borne by the employee and/or his/her health insurance plan.

SECTION 13. Confirmation Testing

All urinalysis drug tests will utilize an initial immunoassay methodology or an equivalent. All positive results shall be confirmed by a licensed laboratory using gas chromatography/mass spectrometry (gems) or an equivalent.

**ARTICLE 18
PAID FOR TIME**

All time lost by truck drivers due to delays as a result of overloads or certificate violations involving Federal, State, or City regulations, which occur through no fault of the driver, shall be paid to the driver. A driver will not be responsible for, or required to drive an overweight load or forced to drive equipment that the driver reasonably deems unsafe.

**ARTICLE 19
POSTING NOTICE**

The Company agrees to the posting within its business premises of notices of Union meetings, etc., by an elected or appointed official of the Local Union.

**ARTICLE 20
MILITARY CLAUSE**

So long as the Selective Training and service Act of 1940, as amended, is effect, the parties agree to abide by this Act in the re-employment of servicemen and service women who were former employees of the Company to entering the Armed Forces.

**ARTICLE 21
EXAMINATION AND IDENTIFICATION FEES**

SECTION 1. Physical, mental, or other examinations required by a government body or the Company shall be complied with by all employees, or any applicant for employment. The expense of said examination required by the Company or by a governmental body shall be borne by the Company after the initial examination upon employment.

SECTION 2. The Company reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined the Union's expense.

SECTION 3. If the Company selected physician and the Union selected physician disagree, the Company and the Union shall jointly select a physician and have the employee re-examined at the Company's expense. The result of the third examination shall be final with respect to the employee's ability to work.

SECTION 4. Should the Company find it necessary to require employees to carry or record full personal identifications, such requirement shall be complied with by the employee. The cost of such identification shall be borne by the Company.

ARTICLE 22
NON-DISCRIMINATION

SECTION 1. The Company and the Union agree that to the extent required by various applicable Federal, State and Local statutes, there shall be no discrimination against any employee (or applicant for employment).

SECTION 2. Hostile Work Environment: This policy covers all Company employees. Any type of bullying, discrimination, or harassment by an employee or by peers, supervisors, managers, directors, or non-employees with whom the employees come into contact during their employment (e.g., suppliers or customers), is contrary to this policy, strictly prohibited, and will not be tolerated. Pertaining to the aforementioned, neither the Company, nor its employees, officers, contractors or agents may retaliate in any way against an employee.

SECTION 3. Nothing in this Agreement shall restrict any bargaining unit employee from pursuing claims of discrimination under State or Federal law with the appropriate administrative agency.

ARTICLE 23
SUBCONTRACTING

SECTION 1. The Company shall notify the Union concerning the transfer or subcontracting of bargaining unit work affecting the status of employees presently performing the work. The Union shall have the opportunity of negotiating the effects of the change on the employees affected. The amount of any termination or severance pay shall not be subject to the grievance procedure.

SECTION 2. The Company shall not change the status of any individual dairy sales route or part thereof presently in existence to that of a contractor, agent, peddler, jobber, distributor, or lessee, which is now operated by an employee without first giving the Union an opportunity to negotiate concerning the affected route or routes. Nothing contained herein shall preclude the sale of a sales branch, or other business entity to a third party or the sale of dairy products to other companies. The amount of any termination or severance pay shall not be subject to the grievance procedure.

In the event the company determines, in according with Sections (1) or (2) above, to subcontract bargaining unit work, it will provide advanced notification, unless emergency conditions prevent such early notification. The company, upon request, will meet and discuss the effects of such subcontracting on the bargaining unit employees.

SECTION 3. To the extent not already clearly set forth within this Agreement, management shall have the right to (a) modify, eliminate or transfer drops, stops, routes, or other elements of its distribution network to address unprofitable and/or inefficient operations and (b) subcontract drops, stops, routes, or other elements of its distribution network in connection with drops of less than twenty-five (25) cases.

ARTICLE 24
MAINTENANCE OF STANDARDS

SECTION 1. It is agreed that the Employer will not modify, alter, add to, withdraw or inject any new plan of an economic nature covering wages or other benefits affecting the employees covered by this Agreement without first negotiating with and securing the permission of the Union.

SECTION 2. The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

SECTION 3. In the event that the Company creates a new job requiring substantially greater or substantially different skills from those required on jobs in existence on the date of execution of this Agreement, the Company shall establish an appropriate rate using plant criteria and shall promptly notify the Union of such action. A grievance may be filed protesting the rate established.

SECTION 4. Bargaining Unit Work: The Employer agrees that the function of a supervisor is the supervision of employees and not the work of the employees they supervise. The Employer shall work to maintain a sufficient workforce to staff its operations with bargaining unit employees. Supervisors will not perform bargaining unit work until all reasonable efforts are exhausted to use bargaining unit employees.

Any potential violation of this section will be addressed through the grievance procedure.

SECTION 5. Pension hours must be paid to the WCTP for all hours worked by supervisor or company personnel in a bargaining unit job or position.

ARTICLE 25
LEASING

It is understood by this Article that the parties hereto shall not use any labor-leasing device through a third party for the specific purpose of evading this Agreement.

ARTICLE 26
SEPARABILITY AND SAVINGS

SECTION 1. If any Article or Section of this Agreement should be held invalid or illegal by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid or illegal or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

SECTION 2. In the event that any Article or Section is held invalid or illegal or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or the Company for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 27
ENTIRE AGREEMENT

The parties agree that this Agreement incorporates their full and complete understanding and that prior agreements or practices are superseded by the terms of this Agreement. The parties further agree that no

oral understanding will be recognized in the future unless committed to in writing and signed by the parties as a supplement to this hereto.

ARTICLE 28
UNSALEABLE MERCHANDISE

Drivers shall not be held responsible for products stolen from his/her truck upon proper evidence being furnished of such theft.

ARTICLE 29
HEALTH AND WELFARE

SECTION 1. Contributions: The Employer agrees to contribute the following amounts per month to the Utah-Idaho Teamsters Security Fund on behalf of each "Regular Employee" who was compensated at least eighty (80) hours during the preceding month. Employer contributions shall provide Plan "A" including weekly Disability, Major Medical Expense, Dental, Vision, Pharmaceutical and Life Insurance benefits for employees and Life Insurance for spouse and eligible dependent children, at benefit levels set and modified from time to time by the trustees of the Utah-Idaho Teamsters Security Fund.

SECTION 2. Contribution Requirements / Effective Dates

- Effective May 1, 2020 the Employer's monthly contribution shall be 77% of the total cost of the plan. The Employee's monthly contribution shall be 23% of the total cost of the plan. Should the Employee's portion/cost per month reach the dollar amount of \$308.00, the employee contribution will be frozen at that amount and any additional cost over and above \$308.00 will be paid by the employer, provided, however, that if at any time an Employee contribution of \$308.00 is below twenty percent (20%) of the total cost of coverage, Employee contributions toward the cost of health and welfare benefit coverage shall be increased until the Employees are contributing twenty percent (20%) toward the total cost of coverage.

Employer contributions shall not exceed the amounts listed for each effective date of payment.

- a) The total due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. Failure to make all payments herein provided for, within the specified time period shall be a breach of this Agreement.
- b) It is agreed that the plan established shall be in conformance with all applicable laws, and payment by the Employer shall not be considered wages to the employee.
- c) Employees will reimburse the Employer, through payroll deductions, for any difference between the Employer's contribution and the amount necessary to maintain the benefits described in Section (1) above, or by a majority vote of the negotiating committee, benefits may be reduced to offset any amount in excess thereof.
- d) The nature and amount of benefits and all other questions of eligibility under the Health and Welfare Program shall be determined, from time to time, by the Trustees of said Fund.

SECTION 3. Definition of "Regular Employee" A "Regular Employee" is defined as any bargaining unit employee (including part-time) who is compensated for at least eighty (80) hours per month whether or not the employee has completed his/her probationary period with the Employer.

SECTION 4. Eligibility and Benefits

a) All Benefits Including Dental Benefits

An employee shall not be initially eligible for benefits under the Health and Welfare program, until the first (1st) day of the month, next following the completion of two (2) months of eighty (80) hours of compensated employment as a regular employee. Contributions are to be paid to the Fund as provided in Section 1, above, on behalf of all regular employees for the two (2) months of at least eighty (80) hours worked, prior to establishing eligibility for benefits.

SECTION 5. Acceptance of Trust Agreement and Employer Trustees

By the execution of this Agreement, the parties hereto accept the provisions of the Agreement and Declaration of Trust of the Utah-Idaho Teamsters Security Trust Fund as it may be revised from time to time and agree to enter into the appropriate Trust Agreements and ratify all actions heretofore taken or to be taken hereafter by the Trustees acting within the scope of their authority thereunder. The Employer accepts the Employer Trustees under such Agreement.

ARTICLE 30

SUPPLEMENTAL INCOME 401(K) PLAN

SECTION 1. Effective May 1, 2020, the Company will allow employees to make salary deferral contributions to the Supplemental Income 401(k) Plan (the “401(k) Plan”). The Company shall not be required to make any employer matching or other employer contributions to the 401(k) Plan.

The employee’s participation in the Plan shall be subject to its term, including any amendments during the life of this agreement.

SECTION 2. The eligibility waiting period for the 401(k) Plan for newly hired employees, shall be the first (1st) of the month following sixty (60) calendar day period, from the employee's date of hire.

ARTICLE 31

PENSION PLAN

SECTION 1. Effective May 1, 2022, the Employer will make contributions to the Western Conference of Teamsters Pension Trust Fund (hereinafter to be referred to as the Plan) for the benefit of employees within the bargaining unit. The Employer shall continue contributions to such Plan, in accordance with its terms for all hours worked or compensated for up to a maximum of two thousand and eighty (2080) hours per year.

SECTION 2. Pension contributions will be as follows:

Contributions to the Plan will be assigned per the terms and conditions according to the assumption agreement as follows:

Effective May 1, 2022, employees on a bargaining unit basis have elected to divert twenty-five cents (\$0.25) of the scheduled May 1, 2022 per hour wage rate increase to pension, resulting in two dollars and fifty-eight cents (\$2.58) per hour, plus seventeen cents (\$0.17) per hour to PEER 84, for a total contribution rate of two dollars and seventy-five cents (\$2.75) per hour up to a maximum of two thousand-eighty (2080) hours worked or paid during each calendar year.

The contribution rates identified above will not be increased, unless employees on a bargaining unit basis elect to redirect the future May 1, 2023, or May 1, 2024, per hour wage rate increases to pension. The Union will provide the Company written notice of any such election to redirect a future per hour wage rate increase

to pension sixty (60) days in advance of the scheduled per hour wage rate increase. Such election shall consistent with Section 7 of this Article.

Any redirection of the aforementioned per hour wage rate increases to pension must be committed at the same rate per hour for all employees. The remaining portion of the per hour wage rate increase will be assigned to the per hour wage rate increase based on an employee's hourly Bracket Rate. (For example, if \$0.25 per hour is being diverted to pension for all employees, the remainder of the per hour wage rate increase will be assigned to the employees' per hour wage rate.)

Participation in the Plan shall, however, be subject to Trustee approval.

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

SECTION 3. Calculation of Mileage Pension:

The following is the formula that the Company will use to calculate pension contributions for mileage drivers: Pension payments for over-the-road drivers or drivers paid on a per mile basis will have their hours for pension contributions determined on a monthly basis by the following calculation:

Gross Monthly pay / (divided by) Hourly rate = Total compensable hours.

Gross Monthly Pay (Divided By) the Hourly Rate (Equals) = Pension Hours Paid to Employee (as referenced in Section 2).

SECTION 4. Effective May 1, 2020, for probationary employees hired on or after November 1, 2013, the Employer shall pay an hourly contribution rate of \$0.10 (including PEER/84) during the probationary period as defined in Article 7, Section 4, but in no case for a period longer than 90 calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in Article 31, Sections 2 and 3 of the Agreement. After the expiration of the probationary period as defined in Article 7, Section 4, but in no event longer than 90 calendar days from an employee's first date of hire, the contribution shall be increased to the full contractual rate.

SECTION 5. The total amount due for each calendar month shall be remitted in a lump sum not later than the twentieth (20th) day after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Plan to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

SECTION 6. As the material part of the consideration for the foregoing, the Union, on behalf of the employees covered hereby, who accepted the Teamsters Pension Plan, does now hereby release any Employer signatory hereto from any and all obligations to continue or maintain an Employer or Employer-Employee funded retirement plan which an Employer may have in existence on the effective date hereof.

SECTION 7. Wage Deferral: The Union agrees that to the extent any future wage increases is redirected to increase the contribution rate to the Western Conference of Teamsters Pension Trust Fund pursuant to Paragraph 16 (b) of the 2020 MOA, the amount shall be limited to twenty-five cents (\$.25) of the total wage rate increase otherwise scheduled for that year. For 2022, the amount shall be twenty-five cents (\$.25). The remaining years (2023 & 2024) shall be at the direction of the Union for future wage increases in those

years. Upon notification the Company will have two (2) full payroll cycles to implement the deferred amount toward pension.

ARTICLE 32
VACATIONS

SECTION 1. From an employee's hire date through December 31 of that same year, the employee shall earn vacation on a pro-rata basis of five (5) days per year or five twelfths (5/12) days (5/12 = .4166% of one full day) per month. The Employee will be allowed to schedule and use this pro-rated vacation during the original "year" of hire or elect to be paid out for those vacation days on the pay period first following January 1st of the year. This will go into effect for the employees hired after November 1, 2014.

SECTION 2. The Employer will grant vacation with pay as follows:

The year, in which an employee has their first-year anniversary date, they will be eligible for one (1) week of vacation beginning January 1st of that year.

The year, in which an employee has their second-year anniversary date, they will be eligible for two (2) weeks of vacation beginning January 1st of that year.

The year, in which an employee has their eighth-year anniversary date, they will be eligible for three (3) weeks of vacation beginning January 1st of that year.

The year, in which an employee has their eighteenth-year anniversary date, they will be eligible for four (4) weeks of vacation beginning January 1st of that year.

The year, in which an employee has their thirty-fifth-year anniversary date, they will be eligible for five (5) weeks of vacation beginning January 1st of that year.

SECTION 3. All weeks shall be open for vacations. Non-bargaining unit employees shall bid on a separate vacation schedule from regular employees. Vacations shall be scheduled by seniority. There shall be no bumping of vacations.

SECTION 4. Vacation pay shall be not less than forty (40) hours per week times the employees present rate of pay or the 1/52, 2/52, 3/52, 4/52 of his/her individual earnings for the prior twelve (12) month period to the taking of the vacation as specified, whichever is greater.

SECTION 5. Work During Vacation: When employees are asked to work during their scheduled vacation time by the Employer, they shall be paid time and one-half (1 1/2) for all hours worked during said originally scheduled vacation time, and in addition their vacation is to be rescheduled. If an employee is required by the Company, in writing, to cancel his/her vacation, the employee will be reimbursed for any lost vacation costs, i.e., airfare, cruise, rental car, hotel, etc., spent prior to the notice of cancellation. Employee will provide documentation of expenses in order to be reimbursed. However, when employees work during their scheduled vacation time at their own request, they shall be paid straight-time for all time worked during said originally scheduled vacation time and in addition be paid their vacation time if such vacation is not mutually rescheduled. An employee, upon three (3) months advance notice, may take more than two (2) consecutive weeks of vacation, at the discretion of Employer.

SECTION 6. Employees hired after January 1st, 2014, who quit or terminates after one (1) year of employment shall be paid for vacation pro rata on the time worked if he/she has not already used it.

SECTION 7. Employees hired prior to January 1st, 2014, who terminate during the calendar year will be paid vacation (not taken) earned from their original hire (Anniversary) date through the date of termination,

based on the prorated formula as defined within Section (1) of this Article. Vacations taken and not fully earned will be paid back to the Company. This will also be subject to the conditions set forth in Article 32 Section 9.

SECTION 8. The Employer will consider requests by employees to schedule vacations in one (1) day increments. The Employer will notify the employee within three (3) working days prior to the day requested off.

SECTION 9. Notice of Separation: In the event an employee, eligible for vacation, intends to quit, five (5) days of notice must be given the Employer of such intention in order for the employee to receive vacation pay. In the event the employee fails to give five (5) days of notice he/she shall be penalized one (1) day vacation for each calendar day short of the five (5) day notice. Notice of termination shall be in writing. In the event the Employer should terminate an employee after the five (5) day notice is given, he/she shall be paid whatever monies are due up to five (5) days.

SECTION 10. Vacation Selection Process:

a) Salt Lake distribution driver's calendar year vacation schedule and selection assignments shall be posted no later than September 15th of each year. The route rebid results will be posted prior to bidding vacations. Vacation selection shall begin October 1st of each year. Saturdays, Sundays and holidays shall be exempt from the scheduling process. Management shall display a schedule assigning each employee one (1) day (business hours) each for vacation selection in seniority order. Vacation scheduling shall have one (1) rotation. Employees shall have option to select all vacation weeks earned on their assigned day. Any employee who does not submit their selection in their assigned day, the schedule selection shall be passed to the next junior employee. The employee being passed shall then only select from the remaining available weeks at the time of his/her selection. Employees that cannot select in person may leave their selection proxy or may telephone such person from management assigned to manage the vacation scheduling process, however, they must call on their assigned day. Vacation schedules shall be completed no later than December 31st of each year. Management will then post the completed vacation schedule upon completion. Employees who have not made their selection by December 31st shall have waived their right of selection, thus allowing management to assign them to remaining open weeks.

All other departments will observe seniority and the September 15th thru December 31st window, but shall be given autonomy to utilize a scheduling process of their choice.

b) **Split Vacation Weeks:** Drivers dispatched from outlying depots will be allowed to split their vacation into partial weeks. Outlying Depots will be defined as Vernal, Price, Richfield, Logan and St. George. Selection of full vacation weeks will be first selected according to seniority. After all of the full weeks have been selected, partial weeks may be then selected according to seniority. If an employee passes selection until a later date, the next senior employee will then select his or her next selection. There will be no bumping of vacation after it has been selected by an employee.

SECTION 11. Effective January 1, 1987 employees will earn and take their vacation in the same calendar year. All vacations earned and accrued prior to the January 1, 1987 no longer exist. Employees will earn vacation as they go, effective January 1, 1987.

During the term of this Agreement retirees will be protected and will receive a full vacation during the calendar year they retire. Employees will be allowed to take their vacation prior to earning it in the calendar year. Employees who terminate during the calendar year will be paid vacation (not taken) earned from January to the date of termination. Vacations taken and not fully earned will be paid back to the Company.

ARTICLE 33
HOLIDAYS

SECTION 1. The following days shall be recognized as holidays for all employees covered under the term of this Agreement, namely:

| | |
|---|----------------------------------|
| New Year's Day | July Twenty-Fourth (Pioneer Day) |
| Washington's Birthday (celebrated nationally) | Labor Day |
| Memorial Day (celebrated nationally) | Thanksgiving Day |
| July Fourth (Independence Day) | Christmas Day |

Any of the above-named holidays falling on Sunday shall be observed on Monday.

SECTION 2. Holiday pay shall be as follows:

Hourly rated Employees:

- 1) In the month in which a holiday occurs as provided for in this Agreement, and the employee does not work, he/she shall receive eight (8) hours straight-time pay. The employee who works on a holiday shall be paid his/her regular hourly rate for the day eight (8) hours plus one and one-half (1 1/2) times his/her straight-time hourly pay for all hours worked. In the event the workweek is ten (10) hours per day for four (4) days per week, the employee shall receive ten (10) hours straight-time pay for the holiday. The employee who works on the holiday shall be paid in addition to his/her holiday pay time and one-half (1 1/2) for all hours worked.
- 2) In any week in which any of the designated holiday's fall, the holiday shall be counted as a day worked for the purpose of computing overtime for the week. This means, however, that there shall be no guarantee in excess of forty (40) hours pay (which includes holiday pay) in a week in which a holiday occurs.
- 3) The employee, to be eligible for holiday pay, must have worked on the last scheduled workday prior to and the next scheduled workday after such holiday, unless otherwise excused by the Employer.
- 4) The Employer shall minimize work on holidays as much as is practicable to the operation of the plant.
- 5) When an employee's day off falls on a holiday or a holiday falls in a vacation period, the employee working a five (5) day, eight (8) hour workweek shall be compensated on a straight-time hourly rate for eight (8) hours pay and an employee working a four-day, ten (10) hour workweek shall be compensated on a straight-time hourly rate for ten (10) hours pay. An employee working a four-day, twelve (12) hour workweek shall be compensated on a straight-time hourly rate for twelve (12) hours pay.

ARTICLE 34
SICK LEAVE

SECTION 1. The following sick leave provisions shall apply.

- (a) Any employee with less than six (6) months continuous service shall not be eligible for sick leave.
- (b) Employees with from six (6) months to one (1) year of continuous service shall be entitled to three (3) working days of paid sick leave.
- (c) Employees with from one (1) year to three (3) years of continuous service shall be entitled to an additional three (3) working days of paid sick leave per calendar year.

- (d) Employees with more than three (3) years of continuous service shall be entitled to a minimum of fifteen (15) working days of paid sick leave each year. The fifteen (15) days shall be payable to the eligible employee effective on the 21st day of absence, due to a bona fide case of (medically required) illness or injury. On the 21st day of absence, (15) working days of paid sick leave will be immediately deposited by the Company, into the employee's sick leave bank to replenish his/her bank. This fifteen (15) day sick leave deposit is not intended to be paid on "back to back" years, on the same (one time) elective surgery.

After completion of the third year, sick leave shall continue to accrue at the rate of four (4) hours per month with a maximum accrual of twenty-seven (27) days of eight (8) hours per day or a total sick leave bank of two hundred and sixteen (216) hours.

When an employee uses sick leave from his/her sick leave bank, it will be re-built at the rate of four (4) hours each month.

- e) Pay for sick days off to be based on hours of scheduled workday.
- f)
 - 1) No pay for any days off for any reason except personal sickness or injury.
 - 2) This means that the employee does not have a vested right in any sick leave.
 - 3) In order to help hold the cost down on Health and Welfare, the Employer will not require employees who are ill to supply a doctor's statement until the employee has missed three (3) consecutive days of work due to said sickness.
- g) Sick leave means that the first day will be paid as follows:
 - 1) Verifiable injury or accident — on or off the job, necessitating absence, supported by documentation.
 - 2) Hospitalization, Emergency visit, Urgent Care visit, or outpatient surgery - any reason.
 - 3) After the completion of their eighth year, Employees who have at least (75%) 162 hours of their maximum possible sick leave accrual of (100%) 216 hours shall be entitled to 1st day sick leave payment, one (1) time per calendar year. This in no way hinders the Company from checking or verifying absence.
 - 4) Authorization by supervisor, foreperson or superintendent, while employee is at work to be sent home or to a doctor. This (g) (4) is subject to paragraph (f) (3) above.
- h) Sick leave pay, to the extent it has been earned, will be integrated with payments under any Federal or State Workers Compensation Program, Employer-paid Health and Welfare, or other disability programs to which the Employer contributes, so as not to permit the employee to receive more than the equivalent of the employees guaranteed hours of pay, at the employees regular straight-time hourly rate of pay for any week in which sick leave benefits are payable. Only that amount of sick leave that is used to supplement these plans shall be charged against the employee's sick leave bank.
- i) Upon death or retirement of any employee, the Employer will pay the employee's beneficiary or retiring employee all of the employee's accumulated vacation and sick leave.
- j) The Company has the right to receive a full release from the doctor.

k) If an employee works a full calendar year (January 1st through December 31st), who has perfect attendance and is accident free, said employee will be awarded (1) one paid day (at the employees' regular rate of pay) the second pay period in the following January.

ARTICLE 35
BEREAVEMENT LEAVE

SECTION 1. The Employer will grant three (3) workdays paid bereavement leave for the purpose of bereavement of a member of the employee's immediate family. The days selected will be determined and used at the discretion of the employee. Bereavement days will be used within a three-week time period from the date of death, however extenuating circumstances will be discussed and worked out between the employee, Union and Company if need be. The bereavement days may not need to be taken consecutively, but no more than one split of the days will be allowed. If the bereavement service is more than 250 miles from town, the employer shall grant an additional one (1) day paid leave for a maximum of four (4) days.

Immediate family shall be defined as spouse, domestic partner, brother, sister, stepbrother, stepsister, parents of either spouse, stepparents, dependents, stepchildren, or children of either spouse. If requested by management, the employee shall provide proof of services.

SECTION 2. An Employee shall be granted two (2) paid days of leave for the purpose of bereavement of an employee's extended family. Extended family shall be defined as grandparent, grandchild, brother-in-law or sister-in-law.

SECTION 3. An employee will be able to use vacation time to supplement/compensate an additional two (2) days of bereavement leave to be used when traveling over 250 miles or when traveling out of state for the purpose of bereavement of any of the aforementioned immediate or extended family members.

SECTION 4. One (1) day's bereavement leave pay will be computed based on eight (8) hours or ten (10) hours (depending upon the employee's normal workweek schedule at the employee's basic hourly straight-time rate of pay).

ARTICLE 36
JURY DUTY

After one (1) year's employment, employees who are called for jury service on a Municipal, Circuit, District or Federal Court jury or are required to attend such court proceedings pursuant to a subpoena shall be excused from work for the actual time during which they serve or are required to attend and shall be paid, up to a maximum of ten (10) days, the difference between the fee they receive for such services or attendance and the amount of straight-time earnings lost by reason of such service or attendance. Any employee called for jury duty or subpoenaed as a witness who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him/her to report to his/her place of work and work at least four (4) hours of his/her normal workday. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served or the time of required attendance and the amount of jury pay or witness fee received. The foregoing jury duty pay shall be limited to service on one (1) jury panel in any one (1) calendar year.

ARTICLE 37

PAY FOR SICK LEAVE, BEREAVEMENT, HOLIDAYS AND JURY DUTY, SCHEDULED WORKWEEK OF FOUR DAYS PER WEEK TEN (10) OR TWELVE (12) HOURS PER DAY

Employees, who work the scheduled workweek of four (4) days per week, ten (10) hours per day, shall receive their hourly rate for ten (10) hours for their day of bereavement leave; for their day of jury duty; for their day of sick leave; and for their holidays.

Employees, who work the scheduled workweek of four (4) days per week, twelve (12) hours per day, shall receive their hourly rate for twelve (12) hours for their day of bereavement leave; for their day of jury duty; for their day of sick leave; and for their holidays.

ARTICLE 38
UNIFORMS

SECTION 1. Drivers: Whenever an Employer shall prescribe any one (1) or more of the following articles of wearing apparel (shirt, cap, trousers, jacket, and shorts), the cost thereof including laundry, maintenance and cleaning, shall be borne by management. Upon termination of employment the employee shall immediately return to the Employer all wearing apparel furnished by the Employer.

SECTION 2. Drivers and Inside Employees: Employees, when on duty, shall keep themselves in a neat and clean condition at all times, and shall wear such outfits as shall be specified by the Employer, the Uniforms to be furnished and laundered by the Employer.

SECTION 3. The Employer shall furnish rubber boots not to exceed two (2) pairs in any twelve (12) month period, and driver's gloves on a quarterly basis, as part of the uniform in production areas requiring them.

SECTION 4. Employees working in the freezer shall be furnished with thermal uniforms including insulated gloves, boots, caps, etc. This shall also include employees handling frozen foods.

SECTION 5. The company will provide adequate gloves on a quarterly basis, as part of the uniform if requested by the employee.

SECTION 6. The Employer agrees to provide one (1) pair of safety-approved boots/footwear, for the employees in Dock, Blow Mold, Production, Distribution and Maintenance departments, not to exceed one hundred and fifteen dollars (\$115.00). Employees have the option to purchase boots/footwear that costs more than one hundred and fifteen dollars (\$115.00) per a twelve (12) month period but will be responsible for the difference in cost. The employees will receive a voucher from the employer to redeem at a location of the employer's choice. The vouchers for employees in the plant will be distributed in February of each year and the vouchers for employees in Distribution will be distributed in September of each year.

ARTICLE 39
DAYS OFF

SECTION 1. Non-Traditional Workweeks: The Company shall have the right to utilize non-traditional workweeks (such as non-consecutive days and weekend work).

SECTION 2. Inside Employees: All inside employees covered by the classifications in the Inside Employees Supplement shall receive two (2) designated days off in their designated workweek. No employee shall be allowed to accumulate days off.

SECTION 3. Notice of Temporary and/or Permanent Day Off:

- a) **Drivers:** Three (3) days of notice shall be given the employee prior to his/her day off being changed. In the event the Employer fails to give three (3) days of notice prior to the change of an employee's day off and, in that event, the employee shall be paid time and one-half (1 1/2) his/her hourly rate.
- b) **Inside Employees:** Inside employees who have their days off, or daily starting time, changed without three (3) days of notice, shall be paid at the rate of time and one-half (1 1/2) their hourly rate for all hours worked before or after their final shift time, provided, however, the above shall not apply when the changed days off or changed daily starting time is due to sickness or personal family illness.
- c) The Employer shall make an effort to schedule two (2) consecutive days off for all employees working a five (5) day workweek and three (3) consecutive days off for those employees working a four (4) day workweek.
- d) Permanent day off changes shall follow the same rules outlined in the foregoing (a) and (b) clauses. The Company will observe that any change of a day off that affects an employee's Saturday or Sunday off shall provide for such employee the option to bump where their seniority permits. The bumping process by seniority shall then continue until the bump is complete. This section excludes school milk drivers.

SECTION 4. The Company shall have the option to operate routes on a three (3), four (4), or five (5) day workweek and workdays need not be consecutive.

ARTICLE 40
CREDIT ACCOUNT

Each driver shall, on the day he/she procures any new credit account, deliver a credit application therefore to the credit manager. The credit rating on an account will be determined by the Employer's credit manager, the Company taking full responsibility for new accounts until credit is established and books so marked. The account of a customer shall be marked by the Company's credit manager as to when the Company's responsibility on the account ends. Drivers shall not serve any customer on a charge basis whose credit the Employer does not approve. Drivers shall not extend credit personally. If there is any extension of credit on an account over and above that which is marked on the account, written notice must be given the driver either as a notification on the customers statement, or as a memorandum letter to the driver with a duplicate of same being retained by the Employer. In the event that a driver shall violate any of the provisions herein set forth in this Article, he/she shall be held personally liable and even though he/she leaves the employ of the Employer, he/she shall still be responsible and liable for any personal extension of credit.

ARTICLE 41
WASHING AND CLEANING VEHICLES

Drivers shall do no repair work except minor emergency repairs that may become necessary and the daily checking of tires, oil and water.

ARTICLE 42
WORK IN MORE THAN ONE CLASSIFICATION IN ONE DAY

When employees employed in the classifications set forth in the supplements hereto (plant employees who relieve for vacations, days off and sick time) work in two (2) or more classifications, two (2) hours or more in a day, they shall be paid for all hours worked that day at the rate of pay of the highest classification in which they worked.

ARTICLE 43
PAYDAYS

SECTION 1. Payday with full settlement shall not be less than twice monthly with not more than seven (7) days being held back. However, seven (7) days shall be allowed for full settlement in those plants located outside of the metropolitan area.

SECTION 2. Hourly Rated Employees: It is agreed that pay periods for hourly rated employees will be, paid on a biweekly basis.

ARTICLE 44
SALES PROMOTION MEETING

SECTION 1. Not more than three (3) hours shall be required in attendance of sales promotion meetings in each six (6) months period, new drivers of less than six (6) months continuous employment accepted. This is not to include meetings to be called in the event of price change or in the furtherance of an accident prevention program.

SECTION 2. All meetings shall be held at the most convenient times for the majority of the drivers affected and at hours not in conflict with the regular Union Meetings.

SECTION 3. Employees required to be present at sales and safety meetings shall be given three (3) days of notice. Safety meetings require that managers instruct and explain material presented.

SECTION 4. Employees shall not be required to attend sales or safety meetings on their days off. The Employee is required to attend a "Make up meeting" when offered on an Employee's normally scheduled workday.

ARTICLE 45
OVER AND SHORT

SECTION 1. When a driver's account is found to be over or short, proper adjustments shall be made accordingly within a period of thirty (30) days following the end of any calendar month. The Employer, however, has the right to hold all monies coming to drivers until such time as he/she has determined any shortage in accounts, such period, however, not to exceed thirty (30) days.

SECTION 2. Shortages shall be charged against overages. Any overages, which are the result of dishonesty, shall not be applied to shortages. Further, no overages will be paid in cash.

SECTION 3. It is agreed that there shall be application of overages to shortages within a calendar year. However, these overages shall not be carried forward from year to year. Overages and shortages shall be calculated on a thirty (30) day period as determined by the Employer. Drivers shall be permitted sixty (60) days beyond the calendar year to account for overages and shortages.

ARTICLE 46
PAYROLL DEDUCTIONS

The Employer agrees to deduct from the pay of all employees who so designate in writing a payroll deduction of the Company and/or the Teamsters credit unions.

ARTICLE 47
TIME CLOCK

It is understood that where four (4) or more people are employed by the Employer who are paid at an hourly rate, a time clock shall be installed. Each department will retain a copy of employee time sheets for previous weeks. These will be made available to individual employees upon request for purposes of clarification of pay related issues.

ARTICLE 48
REST PERIODS

a) Employees working a scheduled eight (8) hour day shall be provided one (1) fifteen (15) minute break period midway between each four (4) hour shift. Employees working a scheduled ten (10) hour day shall be provided one (1) fifteen (15) minute break period midway between each five (5) hour shift.

b) **(SLC inside employees only).** Employees working a scheduled eight (8) hour day shall be provided one (1) fifteen (15) minute break period midway between each four (4) hour shift. Employees will be allowed to combine the two (2) breaks for one (1) thirty (30) minute paid lunch period. Employees working a scheduled ten (10) hour day shall be provided one (1) fifteen (15) minute break period midway between each five (5) hour shift. Employee's working an (10) hour shift, will be allowed to combine the two (2) breaks for one (1) thirty (30) minute paid lunch period.

ARTICLE 49
WORK ASSIGNMENTS

SECTION 1. Recognized work of employees within the bargaining units included herein shall be performed by those employees covered by the Agreement. However, the parties recognize that local circumstances, and/or emergencies may necessitate exceptions to this general rule. A supervisor or exempt employee shall not perform work that is normally performed by bargaining unit employees if such work causes the layoff of regular full-time employees in the bargaining unit.

SECTION 2. The Company may utilize managerial, professional, or engineering employees as managerial trainees, or for the purpose of performing work during the experimental research, and developmental stages of new products, and/or changes in any methods of processing for the purpose of training bargaining unit employees.

ARTICLE 50
LOSS OF WAGES

No Employee will suffer a loss of pay, raises, or cut in wages as a result of this Collective Bargaining Agreement ratification.

ARTICLE 51
CDL TRAINING OPPORTUNITY

The Company may provide employee's working in the plant an opportunity to obtain the necessary training on their own time, to successfully obtain a CDL. Requests from any employee will not be unreasonably withheld.

ARTICLE 52
JOINT LABOR MANAGEMENT (JLM) MEETING

The Company and the Union will meet quarterly in a cooperative effort to discuss ways to improve communications, efficiencies, and address issues within the workplace. Stewards will be compensated while in attendance. Stewards will not be paid for, nor will they be required to attend on their day off. The Company will release a maximum of six (6) stewards to attend said meetings from the following departments: Fleet Maintenance, Plant Maintenance, Distribution, Production and Cooler/Shipping. If not released, stewards are allowed to attend on their own time.

ARTICLE 53
TERM AGREEMENT

SECTION 1. The term of this Agreement, and all supplements shall commence on May 1, 2022 and continue through and including April 30, 2025 and for additional periods of one (1) year thereafter, with the provision that should either party desire to terminate this Agreement or to modify a portion, or any of the terms hereof, it shall notify the other party in writing not less than sixty (60) days prior to the 30th day of April, 2025 or the end of any subsequent yearly period, that the party giving such notice desires either to terminate the Agreement at the end of such yearly period or to negotiate such amendments or changes of the terms or provisions thereof as specified in such notice.

SECTION 2. If notice is given by either party of its desire to negotiate amendments or changes of any of the terms or provisions thereof the party receiving such notice may, not later than sixty (60) days prior to the 30th day of April, 2025, or the end of any subsequent yearly period, notify the other party in writing of its desire to terminate or negotiate such amendments or changes of the terms or provisions as are specified in such notice.

SECTION 3. Negotiations upon such proposed amendments or changes of the terms of this Agreement covered in the notices of desire to amend shall begin no later than thirty (30) days prior to the anniversary date or the anniversary of any subsequent yearly period and shall continue until Agreement is reached. During such negotiations, this Agreement shall remain in full force and effect, except that during such negotiations, subsequent to the anniversary date or the anniversary of any subsequent yearly period, either party on five (5) days of notice to the other may terminate said contract.

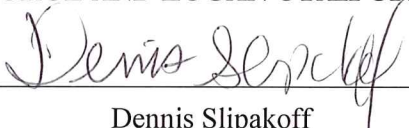
SECTION 4. If during the life of this Agreement the United States of America should declare war, or establish wage, price or economic controls, this Agreement may be opened at any time for the negotiation of wages and hours upon sixty (60) days written notice by either party.


SECTION 5. Wage and Hour Emergency Opening Driver: In the event that the United States Department of Labor, through its Wage and Hour Division, or any United States Court of Appeals, issues any rule, directive or decision, or in the event that any statutory change, the effect of either of which is to alter, clarify or modify the status of any driver that he/she becomes entitled to the payment of overtime compensation in addition to that provided by this Agreement, if any, then in such event this Agreement shall be modified so as to produce a wage rate which will comply with the requirements of such rule, directive, decision or statutory change, and which will result in approximately the same pay for the same sales volume as contemplated under the terms of this Agreement.


SECTION 6. Pursuant to the attached Assumption Agreement and Memorandum of Agreement on Terms and Conditions of New Collective Bargaining Agreements, the parties agree that the applicable defined provisions within that Memorandum of Agreement shall remain binding and be in effect until at least May 1, 2025.

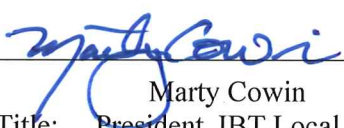
DFA DAIRY BRANDS, LLC OR THE APPLICABLE SUBSIDIARY THEREOF, SALT LAKE, OREM, VERNAL, LOGAN, RICHFIELD, PRICE, ST. GEORGE AND LOGAN UTAH OPERATIONS

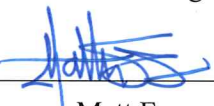
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL NO. 222

By: 
 Dennis Slipakoff
 Title: DFA Senior Director of Labor Relations

By: 
 Spencer Hogue
 Title: Secretary Treasurer, Local 222

By: 
 Tim Dietz
 Title: DFA Senior Manager of Labor Relations

By: 
 Marty Cowin
 Title: President, IBT Local 222

By: 
 Matt Evans
 Title: DFA General Manager Utah/Nevada

Date: 9/13/2022

Date: 9/13/22

DAIRY DRIVERS

WAGE-HOUR SUPPLEMENTAL AGREEMENT

This Agreement, is supplemental to the Agreement and is made and entered into this 1st day of May 2022 by and between the undersigned Employer, hereinafter referred to as the Employer, and the International Brotherhood of Teamsters Local 222, hereinafter referred to as the Union; and the parties as follows:

ARTICLE 1 DRIVERS

SECTION 1. Drivers shall be paid as follows: (See the New Hire Rate Article)

| Effective | 5/1/2022 | 5/1/2023 | 5/1/2024 |
|--------------------------|----------|---------------|---------------|
| Rate | \$26.40 | \$27.15 - TBD | \$27.90 - TBD |
| Increase | \$3.13 | \$0.75 | \$0.75 |
| Less pension redirection | \$0.25 | TBD | TBD |

Vacation Relief and Working Forman will receive the current driver wage plus the following monthly amount: Two dollars (\$2.00) above regular driver rate.

Drivers pulling double trailers shall receive forty cents (\$.40) above the applicable driver's hourly rate of pay.

Shift Differential: Salt Lake Division School Route Drivers and 7-11 Route Drivers who work afternoon or evening shifts employed in their respective classifications set forth in this Supplemental Agreement shall receive an additional twenty cents (\$.20) per hour above their basic bracket rate for all hours worked between 6:00 p.m. and 5:00 a.m.

Salt Lake Custom Drivers: will not be required to load their own trailers.

School Route Drivers: will not be required to load their own trucks/trailers, except in case of emergencies.

Peddle Route Drivers: will not be required to retrieve their product from the warehouse. Loaders will either load Salt Lake peddle route trucks or stage orders to be loaded, within an immediate distance from dock door where the truck is loaded.

Rebidding: If there is a decline or increase in total routes equal to 33% or more, a total rebid of all routes will occur within thirty (30) days. Placement into said routes will follow the completion of the rebid.

Route Rebidding: Beginning in July of 2023 and continuing every July of every odd calendar year thereafter, all routes within the Salt Lake Distribution Depot will be rebid according to seniority. The bids will be posted for two (2) weeks prior to the implementation of the bid selections. Hands on training will be afforded any driver requesting such while learning their new route.

Christmas Day & Thanksgiving Day: The rate paid for working either of these two premium days will be paid at double time (X2) the employee's normal hourly rate, if the aforementioned shifts start on the Holiday.

SECTION 2. In the event a driver is called or scheduled to report for work on their day off and reports, he/she shall be guaranteed four (4) hours pay. In the event that he/she works in excess of four (4) hours, he/she will be guaranteed eight (8) hours pay.

In the event a driver is called or scheduled to attend a meeting on a day off and reports, he/she shall be guaranteed four (4) hours pay. He/she will only be required to attend the meeting and at the meetings end, the driver will then be allowed to return home. No alternative work will be created to fill in the four (4) hour period. Meetings will be scheduled at reasonable times and lengths, to ensure the quality of an employee's day off.

SECTION 3.

- a) Drivers who work on an hourly basis on a five (5) or six (6) day workweek shall receive time and one-half (1 1/2) pay for all hours after ten (10) per day and after forty (40) per week; provided, however, there will be no pyramiding of overtime pay.
- b) Drivers who work on an hourly basis and who work a four (4) day week shall receive time and one-half (1 1/2) pay for all hours after twelve (12) per day and after forty (40) per week; provided, however, there shall be no pyramiding of overtime pay.
- c) Each driver shall be guaranteed a minimum of eight (8) hours per day.
- d) Each driver shall be guaranteed a minimum of forty (40) hours per week.

SECTION 4.Overtime:

The following guidelines will be used for over-time distribution among the drivers of DFA Dairy Brands, LLC or the applicable subsidiary thereof. Weekly Scheduled and Unscheduled Overtime list will be posted.

a) All requests by the Company will be determined by departmental seniority, by location. The standard practice is to offer from the top of the list and force from the bottom of the seniority pool. When offering by seniority however, eligibility for extended or extra hours of work shall also be a governing factor.

b) **Eligibility:** shall be defined as "a sufficient time off", as defined by the Department of Transportation, between the ending of an individual's shift and their scheduled start time in the next 24 hour period.

c) **Emergency overtime:** following a completed shift shall be determined by departmental seniority, by location and eligibility of those drivers present at the plant, at the time a dispatch is required by the Company. If a Driver reaches the end of his/her regular route and reaches overtime, said employee can select or defer the overtime available to another immediately available less senior employee, if the less senior employee has eligibility to do the work,

d) **Scheduled Overtime:** Scheduled over-time (anticipated vacancies), as in: replacement of a driver off on vacation, or a bid vacancy shall be determined by an over-time sign-up sheet posted a week in advance, for the purpose calling those interested in making themselves available for extra work. The scheduled overtime list will be pulled forty-eight hours in advance, at which time the overtime will be assigned to the employee with the most departmental seniority by location. Management will notify the employee who is awarded the overtime. After an attempt to contact all of the employees who signed the scheduled overtime list has been made and the list is exhausted, the Company will call the employees on the unscheduled overtime list. When the unscheduled overtime list is exhausted, the Company may contact an employee who they think may have interest in the overtime.

e) **Unscheduled Overtime:** The Company will also post weekly a list for employees to sign indicating their interest in working unscheduled overtime. Overtime shall be granted by departmental seniority, by location if the senior employees desire overtime and are qualified; provided, however, the senior qualified employee may refuse overtime, without penalty, if other qualified less senior employees are available to do the work. But, if less senior qualified employees are not available, the senior qualified employees shall work by reverse seniority if requested to do so by the Employer. After an attempt to contact all of the employees who signed the overtime list has been made and the list is exhausted, the Company may contact an employee who they think may have interest in the overtime.

I.E. (Offer overtime by departmental seniority, by location from the names on the overtime list, force from the bottom of the overall seniority pool if necessary).

f) **Call in procedures will be:** The Company will log all calls on this OT signup sheet for overtime as to time, date etc. and shall be available for 30 days to a Union Steward or Business Agent upon request.

g) **Qualified is defined in two parts:** (a) qualified to perform duties, as in job assignments; (b) qualified (eligible), as in will not provide for ten (10) hours before the employees next regularly scheduled shift. If none are available with ten (10) or more hours, it will be deemed an emergency.

SECTION 5. Penalty Pay: If management fails to offer an available overtime opportunity to the most senior eligible employee signing the overtime list, the company will pay said employee a penalty pay equal to time and one half (X 1.5) their hourly wages for all hours lost.

SECTION 6. Meal Period: All hourly driver covered by this Supplement shall be allowed thirty (30) minutes within their workday for a meal period.

SECTION 7. Depot Supervisor Work: Branch Supervisors in Logan, Price, Vernal, Richfield and Orem, Utah shall be able to perform bargaining unit work during periods of vacation and sick leave and shall adhere to Article 49, Work Assignments of the Collective Bargaining Agreement. This in no way shall be used to erode or evade the right of bargaining unit members to otherwise perform bargaining unit work.

SECTION 8. MILEAGE TRANSPORT DRIVERS:

| Mileage Drivers | | | |
|------------------------|------------------------|------------------------|------------------------|
| Effective | <u>5/1/2022</u> | <u>5/1/2023</u> | <u>5/1/2024</u> |
| Hourly Rate | \$26.65 | \$27.40 | \$28.15 |
| Increase | \$2.88 | \$0.75 | \$0.75 |
| Mileage | \$0.55 | \$0.55 | \$0.55 |
| Stop Pay | \$12.50 | \$13.00 | \$14.00 |
| Overnight | \$45.00 | \$55.00 | \$55.00 |

In the event of breakdown, impassable highway, or other legitimate delay in a mileage run, the driver shall be paid the above Drivers hourly rate of pay, as designated in Article 1, Mileage Transport Drivers will be reimbursed for all reasonable meals and/or lodging expenses incurred on a trip. Shuttle Drivers who relieve Mileage Driver shall be paid as a Mileage Transport Driver.

**ARTICLE 2
SUBSISTENCE**

Employees shall be paid a subsistence allowance of \$15.00 per meal after the first ten (10) hours and each four (4) hour period thereafter, with a maximum of three (3) meals during any twenty-four (24) hour period. In addition, the Employer will reimburse the driver for actual room cost. This Article shall apply only to drivers who are away from their home terminals overnight.

**ARTICLE 3
DRIVER/LEAD PERSON**

Driver/Lead Persons are to be covered by Article 30 — Health, Welfare and Insurance and Article 31 — Pension Plan. The Employer agrees to pay the premiums set forth in Article 30 and herein agrees that this group of employees is to be covered by the Western Conference of Teamsters Pension Trust Fund, provided this group of employees spend approximately twenty-five percent (25%) of their time while employees of the Employer as relief person. No employee shall be discriminated against for refusing to accept a Driver/Lead Person position.

Driver/Lead Continued:

- a) Driver/Lead: Will be paid \$2.00 over the regular Driver rate.
- b) The Driver/Lead Person duties shall be but not limited to training new and existing drivers, performing of route studies, to include riding with drivers, performing store checks, covering vacations and sick leave as needed, and other duties as assigned.

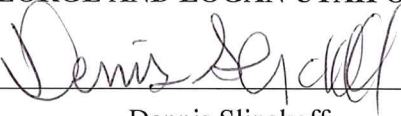
- c) This position shall be appointed by the company and all newly appointed employees will be subject to details listed.
- d) Driver/Lead person shall not discipline or recommend discipline for any member of the bargaining unit.
- e) Vernal Working Foreman: The Company has the ability to designate one (1) Driver at the Vernal Depot, as a "Working Foreman". Pay for the position will be compensated at one dollar (\$1.00) over the regular Driver hourly rate and qualifications for the position will be determined by the company.


ARTICLE 4
NEW AND INEXPERIENCED DRIVERS

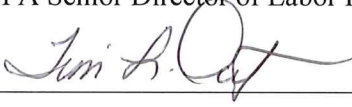
Employees hired after November 2, 1995 shall be hired at ninety percent (90%) of the job rate for the first three (3) months of employment, and one hundred percent (100%) after the first three (3) months of employment.


**DFA DAIRY BRANDS, LLC OR THE APPLICABLE
SUBSIDIARY THEREOF, SALT LAKE, OREM,
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**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL NO. 222**

By: 
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Title: DFA Senior Director of Labor Relations

By: 
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Title: President, IBT Local 222

By: 
Matt Evans
Title: DFA General Manager Utah/Nevada

Date: 9/13/2022

Date: 9/13/22

INSIDE EMPLOYEES

WAGE-HOUR SUPPLEMENTAL AGREEMENT

This Agreement, is supplemental to the Agreement and is made and entered into this 1st day of May 2022 by and between the undersigned Employer, hereinafter referred to as the Employer, and the International Brotherhood of Teamsters Local 222, hereinafter referred to as the Union; and the parties as follows:

ARTICLE 1 CLASSIFICATIONS

The following classifications shall govern, it being understood that additional classifications may be added, or combination rates fixed within the limits of the wage schedules herein set forth by mutual consent of the parties. It is the intent of this provision that such combination rates reflect as nearly as may be practicable the weighted average of the rates applying to the classifications of work performed by the employee in proportion to the average amount of time worked in each classification. No combination rate shall be put into effect until agreed to by the Union and Employer. Any disagreement over such classifications of labor (including combination rates) or the addition of more classifications shall be submitted to arbitration, as provided in the Agreement.

ARTICLE 2 WAGES AND HOURS

The following classifications, wage scales and hours shall become effective as shown below:

SECTION 1. Workweek Guarantee:

The Employer agrees to guarantee all inside workers, the opportunity to work a minimum of forty (40) hours per week.

SECTION 2. Reporting Time and Workday:

- a) All employees called to work shall be paid at least four (4) hours pay, and if they work more than four (4) hours they shall be paid for eight (8) hours' work. Any employee who is not notified the night before shall be considered ordered to report for duty.
- b) **Off Duty Time:** An employee who has worked his/her full normally scheduled work shift will not be required to return to work without at least ten (10) hours of off-duty time, except in case of emergencies which are defined as unforeseen equipment failure, or power failure/outage events.
- c) **Lunch:** No employee shall be required to work more than five (5) hours without a lunch period.
- d) **Rebidding:** If there is a decline or increase in total jobs equal to 33% or more, a total rebid of all jobs within the department will occur within thirty (30) days. Placement into said jobs will follow the completion of the rebid.
- e) **Maximum Hours of Work:** Employees will not be required to work more than sixteen (16) consecutive hours during any one shift.

SECTION 3.

- a) Inside employees who work on a five (5) day workweek shall receive time and one-half (1 1/2) pay for all hours after ten (10) per day and after forty (40) per week; provided, however, there shall be no pyramiding of overtime pay.
- b) Inside employees who work on a four (4) day workweek shall receive time and one-half (1 1/2) pay for all hours after twelve (12) per day and after forty (40) per week; provided, however, there shall be no pyramiding of overtime pay.

SECTION 4. Emergency work:

Employees in the Miscellaneous Classification and in Brackets, 1, 2, 3 and 4, who are called in for emergency work, shall only be required to perform the actual work involved with a guarantee of two (2) hours pay; and if over two (2) hours pay, then a guarantee of four (4) hours pay; and then shall be allowed to return home unless the regular shift is immediately following.

SECTION 5. Overtime:

Overtime will be offered in accordance with the applicable location seniority of the full-time employees scheduled to work overtime given the employee is qualified to do the work.

a) Scheduled Overtime: Scheduled over-time, as in; replacement of an employee off on vacation, or a bid vacancy shall be determined by an over-time sign-up sheet posted a week in advance, for the purpose calling those interested in making themselves available for extra work. The scheduled overtime list will be pulled forty-eight hours in advance, at which time the overtime will be assigned to the employee with the most applicable location seniority. Management will notify the employee who is awarded the overtime. After an attempt to contact all of the employees who signed the scheduled overtime list has been made and the list is exhausted, the Company will call the employees on the unscheduled overtime list. If there are no bargaining unit employees interested in working overtime from within the applicable department, bargaining unit employees from outside the department will be offered said overtime, if they have signed the overtime list; and no overtime opportunity is available within their own department., excluding plant or fleet maintenance. When the unscheduled overtime list is exhausted, the Company may contact an employee who they think may have interest in the overtime.

If no bargaining unit employees are interested in the overtime, the Company will then force from the bottom of the seniority list from within the department where the applicable overtime resides.

b) Unscheduled Overtime: The Company will also post weekly a list for employees to sign indicating their interest in working unscheduled overtime. Overtime shall be granted by the applicable location seniority if the senior employees desire overtime and are qualified; provided, however, the senior qualified employee may refuse overtime, without penalty, if other qualified employees are available to do the work. But, if less senior qualified employees are not available, the senior qualified employees shall work by reverse seniority if requested to do so by the Employer. After an attempt to contact all of the employees who signed the overtime list has been made and the list is exhausted, the Company may contact an employee who they think may have interest in the overtime.

I.E. (Offer overtime by the applicable location seniority from the names on the overtime list, force from the bottom of the overall seniority pool, if necessary).

If an employee reaches the end of his/her regular shift and reaches overtime, said employee can select or defer the overtime to another less senior immediately available employee on the shift, if the less senior employee is qualified to do the work.

c) **Call in procedures will be:** The Company will log all calls on this OT signup sheet for overtime as to time, date etc. and shall be available for 30 days to a Union Steward or Business Agent upon request.

Requested "documentation of call out logs", for all or any overtime lists shall be available for 30 days and will be provided by the company at the Unions request to verify the validity of overtime distribution.

d) **Qualified is defined in two parts:** (a) qualified to perform duties, as in job assignments; (b) qualified (eligible), as in will not provide for eight (8) hours before the employees next regularly scheduled shift. If none are available with eight (8) or more hours, it will be deemed an emergency.

e) **Christmas Day and Thanksgiving Day:** work/shifts will be considered premium overtime shifts and will be offered accordingly on the scheduled overtime list. If no one chooses to sign the overtime sheet, the company will force the lowest senior employee qualified to perform the work. The rate paid for working either of these two premium days will be paid at double time (X2) the employee's normal hourly rate, if the aforementioned shifts start on the Holiday.

f) **Penalty Pay:** If management fails to offer the most senior eligible employee signing the overtime list, an available overtime opportunity, the company will pay said employee a penalty pay equal to time and one half (X 1.5) their hourly wages for all hours lost.

g) **Double Time:** Employees will receive double time (Hourly Rate X 2) pay for all hours worked in excess of fourteen (14), in any one shift, day or (24) hour period.

Salt Lake Bracket 1

| Effective | <u>5/1/2022</u> | <u>5/1/2023</u> | <u>5/1/2024</u> |
|---------------------------------|------------------------|------------------------|------------------------|
| Rate | \$24.35 | \$25.10 - TBD | \$25.85 - TBD |
| Increase | \$1.80 | \$0.75 | \$0.75 |
| Less pension redirection | \$0.25 | TBD | TBD |

- CIP Operators
- Blow-Mold Operator
- Vacation Relief
- Shipping & Receiving Clerk
- Dry Warehouse
- Line Pullers / Reach Operators
- Raw Milk Receiver
- Hostler
- Pasteurizer
- Forklift Operator/ Relief

Working Foreperson: The working foreperson (one who works with and supervises other workers) shall receive one dollar and fifty cents (\$1.50) above the Bracket, which he/she is supervising.

Vacation Relief: Vacation Relief personnel will be paid at the rate of one dollar and fifty cents (\$1.50) above the Bracket (1) rate of pay.

Pasteurizers: Pasteurizer with minimum one (1) year experience on pasteurizing system and job. Supervisor recommendation and plant manager approval required. Said position shall receive one dollar (\$1.00) above the "Pasteurizer" Bracket pay.

Line Puller: The individual scheduled to clear pallets from palletizer, rotate product, and load as required. Employees who are not scheduled as the line puller are not entitled to this bracket.

Salt Lake Bracket 2

| Effective | <u>5/1/2022</u> | <u>5/1/2023</u> | <u>5/1/2024</u> |
|---------------------------------|------------------------|------------------------|------------------------|
| Rate | \$23.68 | \$24.43 – TBD | \$25.18 - TBD |
| Increase | \$1.80 | \$0.75 | \$0.75 |
| Less pension redirection | \$0.25 | TBD | TBD |

- Filling Machine Operator
- Checker
- Caser Person
- Racking Machine Operator
- Loader
- Clean-up / CIP
- Case Dock/Wire Dock
- Corrugated Forklift Driver

Caser Person: The person responsible for product conveyors in the cooler, case lines, casers, stackers and palletizers.

Salt Lake Bracket 3

| Effective | <u>5/1/2022</u> | <u>5/1/2023</u> | <u>5/1/2024</u> |
|---------------------------------|------------------------|------------------------|------------------------|
| Rate | \$22.64 | \$23.39 - TBD | \$24.14 - TBD |
| Increase | \$1.80 | \$0.75 | \$0.75 |
| Less pension redirection | \$0.25 | TBD | TBD |

- Blow-Mold Bagger/Debagger
- General Plant Help

Salt Lake Bracket 4

| Effective | <u>5/1/2022</u> | <u>5/1/2023</u> | <u>5/1/2024</u> |
|------------------|------------------------|------------------------|------------------------|
| Rate | \$21.06 | \$21.81 - TBD | \$22.56 - TBD |

| | | | |
|---------------------------------|---------------|---------------|---------------|
| Increase | \$1.80 | \$0.75 | \$0.75 |
| Less pension redirection | \$0.25 | TBD | TBD |

Corrugation Crew

There will be no use of Temporary Employees at the Salt Lake facility. Any request for emergency Temporary Employee use must be submitted to the Union and can only be used if accepted by the Union.

ARTICLE 3
SHIFT DIFFERENTIAL

The employees employed in their respective classifications set forth in this Supplemental Agreement shall receive an additional fifty cents (\$0.50) per hour above their basic bracket rate for all hours worked between 6:00 p.m. and 5:00 a.m.

ARTICLE 4
NEW AND INEXPERIENCED EMPLOYEES

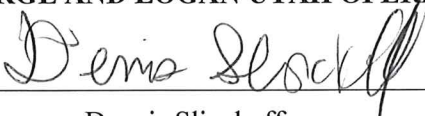
Employees hired after November 2, 1995 shall be hired at ninety percent (90%) of the job rate for the first three (3) months of employment and one hundred percent (100%) after the completion of three (3) months.

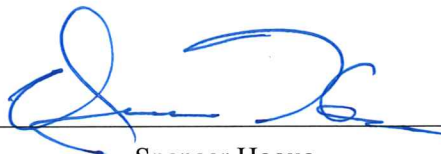
ARTICLE 5
EXPERIENCED EMPLOYEES:

Experienced employees in the industry shall receive the bracket rate of the classification to which they are assigned.

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OF TEAMSTERS, LOCAL NO. 222**

By: 
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Title: DFA Senior Director of Labor Relations

By: 
Spencer Hogue
Title: Secretary Treasurer, IBT Local 222

By: 
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By: 
Marty Cowin
Title: President, IBT Local 222

By: 
Matt Evans
Title: DFA General Manager Utah/Nevada

Date: 9/13/2022

Date: 9/13/22

FLEET MECHANICS

| | | | |
|--|-----------------------------------|------------------------|------------------------|
| <u>Sr. Fleet Maintenance Mechanic</u> | | | |
| Effective | <u>5/1/2022</u> | <u>5/1/2023</u> | <u>5/1/2024</u> |
| Rate | (29.37 - \$0.25) = \$29.12 | \$29.87 - TBD | \$30.62 - TBD |
| Increase | \$2.80 | \$0.75 | \$0.75 |
| Less pension redirection | \$0.25 | TBD | TBD |

| | | | |
|---|---|----------------------------------|----------------------------------|
| <u>Fleet Maintenance Mechanic II</u> | | | |
| Effective | <u>5/1/2022</u> | <u>5/1/2023</u> | <u>5/1/2024</u> |
| Rate | (26.87 - \$0.25) = \$26.62 (+) ASE | \$27.37 - TBD (+) ASE | \$28.12 - TBD (+) ASE |
| Increase | \$2.80 | \$0.75 | \$0.75 |
| Less pension redirection | \$0.25 | TBD | TBD |

| | | | |
|--|-----------------------------------|------------------------|------------------------|
| <u>Fleet Maintenance Mechanic I</u> | | | |
| Effective | <u>5/1/2022</u> | <u>5/1/2023</u> | <u>5/1/2024</u> |
| Rate | (26.87 - \$0.25) = \$26.62 | \$27.37 - TBD | \$28.12 - TBD |
| Increase | \$2.80 | \$0.75 | \$0.75 |
| Less pension redirection | \$0.25 | TBD | TBD |

| | | | |
|--------------------------------------|----------------------------|-----------------|-----------------|
| Fleet Maintenance Entry Level | | | |
| Effective | <u>5/1/2022</u> | <u>5/1/2023</u> | <u>5/1/2024</u> |
| Rate | (24.49 - \$0.25) = \$24.24 | \$24.99 - TBD | \$25.74 - TBD |
| Increase | \$2.80 | \$0.75 | \$0.75 |
| Less pension redirection | \$0.25 | TBD | TBD |

Objective: To identify and recognize those Medium and Heavy Truck Mechanics who can demonstrate knowledge of the skills necessary to diagnose, service and repair different systems of Class (4) through Class (8) trucks and tractors.

Certifications Offered:

T2 — Diesel Engines

T3 — Drive Train

T4 — Brakes

T5 — Suspension and Steering

T6 — Electrical / Electrical Systems

T7— Heating, Ventilation & Air Conditioning (HVAC)

T8 — Preventative Maintenance Inspection

Master Certification Requirements: Those who are certified in exams T2 — T8 are recognized as ASE-Certified Master Medium — Heavy Truck Mechanics. Mechanics must retest every five (5) years to retain their certification.

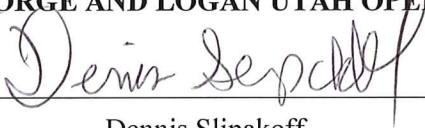
Movement Between Brackets: All newly hired Fleet Maintenance Mechanics and current mechanics will start as a Fleet Maintenance Mechanic I. In the event a newly hired mechanic is ASE certified, the employee shall be paid \$0.25 for every ASE certification received to a maximum of (\$1.75) total per hour. Upon completion and receipt of one to seven (7) ASE certifications (T-2 to T-8), employee will move to Fleet Maintenance Mechanic II. Upon completion of receipt of the seventh (T-2 thru T-8), employee will move to Sr. Fleet Maintenance Mechanic. Sr. Fleet Maintenance Mechanic is paid \$2.50 above Fleet Maintenance Mechanic I scale.

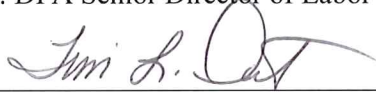
Employees who complete (608) Refrigeration Certification will receive an additional \$1.00 per hour. The Company will pay for the Refrigeration Training if the Employee passes the test.


Company Owned Tools: The Employer agrees to provide all large, specialized tools and equipment, (3/4 inch and above hand tools) which are suitable for only the maintenance work that is performed on the Company's equipment. It is expressly understood and agreed that such tools and equipment as well as any other tools and/or equipment that may be provided by the Employer are the Employer's property and shall not be removed from the Employer's premises.

Employee-Owned Tools: The Employer agrees to replace an employee's personally owned Hand tools, which the employee is required to provide and utilize in direct connection with his work that are broken on the job with like quality, if available and not covered by warranty (cordless/Air tools are not covered). The Employer agrees to pay each Mechanic three hundred dollars \$300 annually as a tool allowance. The Employer agrees to provide the employee with a designated area in which to store their tools. The Employer will agree to participate in the repair of air tools. The employee agrees to provide an annual digital photo update of his personal tool inventory.

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By: 
Marty Cowin
Title: President, IBT Local 222

Date: 9/13/2022

PLANT MAINTENANCE

| | | | |
|---------------------------------|----------------------------|-----------------|-----------------|
| Maintenance Technician I | | | |
| Effective | <u>5/1/2022</u> | <u>5/1/2023</u> | <u>5/1/2024</u> |
| Rate | (27.27 - \$0.25) = \$27.02 | \$27.77 - TBD | \$28.52 - TBD |
| Increase | \$1.80 | \$0.75 | \$0.75 |
| Less pension redirection | \$0.25 | TBD | TBD |

| | | | |
|----------------------------------|----------------------------|-----------------|-----------------|
| Maintenance Technician II | | | |
| Effective | <u>5/1/2022</u> | <u>5/1/2023</u> | <u>5/1/2024</u> |
| Rate | (28.55 - \$0.25) = \$28.30 | \$29.05 - TBD | \$29.80 - TBD |
| Increase | \$1.80 | \$0.75 | \$0.75 |
| Less pension redirection | \$0.25 | TBD | TBD |

| | | | |
|-----------------------------------|----------------------------|-----------------|-----------------|
| Maintenance Technician III | | | |
| Effective | <u>5/1/2022</u> | <u>5/1/2023</u> | <u>5/1/2024</u> |
| Rate | (29.89 - \$0.25) = \$29.64 | \$30.39 - TBD | \$31.14 - TBD |
| Increase | \$1.80 | \$0.75 | \$0.75 |
| Less pension redirection | \$0.25 | TBD | TBD |

| | | | |
|---------------------------------|----------------------------|-----------------|-----------------|
| Maintenance Foreman/Lead | | | |
| Effective | <u>5/1/2022</u> | <u>5/1/2023</u> | <u>5/1/2024</u> |
| Rate | (31.30 - \$0.25) = \$31.05 | \$31.80 - TBD | \$32.55 - TBD |
| Increase | \$1.80 | \$0.75 | \$0.75 |
| Less pension redirection | \$0.25 | TBD | TBD |

Maintenance Technician I: Under close supervision, performs entry-level duties as assigned in the installation, modification, design, maintenance, and repair of mechanical equipment and machinery used in the operation of dairy production facilities, operation/maintenance, including production, storage and distribution facilities, and chemical system; and performs related duties as assigned.

Maintenance Technician II: Under general supervision, performs a wide variety of skilled, journey-level duties in the installation, modification, design, maintenance, and repair of mechanical equipment and machinery used in the operation of dairy production facilities, operation/maintenance, including production, storage, boiler and distribution facilities, Ammonia system, and chemical system; and performs related duties as assigned.

Maintenance Technician III: Under minimal supervision, leads and participates in a wide variety of advanced skilled journey-level duties for preventative and corrective maintenance involved in the installation, maintenance, repair and servicing of mechanical, electrical, and electronic systems, equipment, devices and machinery use in the operation of the dairy facility, ammonia system and electric utility operations and facilities; and performs related duties as assigned Maintenance Foreman: Appointed Foreman that possesses the skill set and leadership qualities to assist the department.

DISTINGUISHING CHARACTERISTICS

The Maintenance Technician I; is the entry-level class in the Maintenance Technician series. Initially, under close supervision, incumbents perform the more routine duties while learning DFA policies and procedures and becoming familiar with the variety of departmental systems and practices. As experience is gained, duties become more diversified and are performed under more general supervision. This class is alternatively staffed with Maintenance Technician II, and any incumbents may advance to the higher level after gaining experience and demonstrating proficiency which meet the qualifications of the higher level. This classification distinguishes itself from the Maintenance Technician II and III flex positions as those positions perform job duties at the journeyman level. Maintenance Technician I may advance to the higher level after gaining experience, certification and demonstrating proficiency through written and oral examinations which meet the qualifications of the higher level.

Maintenance Technician II; is the experienced/journey-level class in the series, fully competent to independently perform duties. This class is distinguished from the lower classification of Maintenance Technician I by the relative independence with which duties are performed.


The Maintenance Technician III is an advanced skill level, lead position in the Maintenance Tech position classification. Incumbents serve as a working lead person performing the full range of skilled duties in preventative and corrective maintenance in the areas of construction, installation, maintenance and repair of industrial equipment and machinery including motors, booster pumps, ammonia compressors, check valves, and controls. Advanced electronic trouble shooting and repair of control and plant systems.

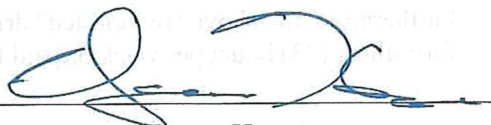
Garage Mechanics and Plant Mechanics (1) who are fully qualified without any additional training or experience to perform all mechanical or plant maintenance work shall receive seventy-five cents (\$0.75) per hour wage differential above the top rate of pay in the Miscellaneous Classifications.

The company will also replace consumable hand tools as they wear out, (i.e. drill bits, taps, dies, etc.)

**DFA DAIRY BRANDS, LLC OR THE APPLICABLE
SUBSIDIARY THEREOF, SALT LAKE, OREM,
VERNAL, LOGAN, RICHFIELD, PRICE,
ST. GEORGE AND LOGAN UTAH OPERATIONS**


**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL NO. 222**

By: 
Dennis Slipakoff
Title: DFA Senior Director of Labor Relations

By: 
Spencer Hogue
Title: Secretary Treasurer, IBT Local 222

By: 
Tim Dietz
Title: DFA Senior Manager of Labor Relations

By: 
Marty Cowin
Title: President, IBT Local 222

By: 
Matt Evans
Title: DFA General Manager Utah/Nevada

Date: 9/13/2022

Date: 9/13/2022

LETTER OF UNDERSTANDING

It is agreed and understood between DFA Dairy Brands, LLC or the applicable subsidiary thereof and Teamsters Local Union No. 222 that the following two (2) employees shall be "red-circled" under the following provisions of the May 1, 2022, through April 30, 2025, Collective Bargaining Agreement.


- 1) Sheldon Johnson
- 2) Craig Northrup


When such driver works on a holiday enumerated in the Contract, he/she shall be paid for the holiday eight and one-half (8 1/2) hours straight-time pay plus his/her straight-time hourly pay for the hours actually worked. In the event that he/she does not work on a holiday enumerated in the Agreement, he/she shall receive as holiday pay eight and one-half (8 1/2) hours straight-time hourly pay. If such driver works four (4) ten (10) hour days, his/her holiday pay shall be ten (10) hours.

Furthermore, the above "red-circled" drivers shall be given the opportunity to work a minimum of forty-three (43) hours per week or paid for same.


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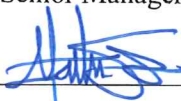
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