

COLLECTIVE BARGAINING AGREEMENT

by and between

BIMBO BAKERIES USA, INC
a Delaware corporation operating in Salt Lake City, UT



and

TEAMSTERS LOCAL 222



**Route Sales Professionals, Route Riders,
Transport Drivers, Garage Mechanics,
Bakery Outlet Clerks & Merchandisers**

January 2, 2022, through April 18, 2027

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THIS MASTER AGREEMENT, between the Company, BIMBO BAKERIES USA, INC and the Union, THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL 222, Salt Lake City, Utah.

ARTICLE 1
PURPOSE OF AGREEMENT

SECTION 1. For the purpose of promoting the interests 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 modified, changed or terminated as hereinafter provided.

SECTION 2. All employees employed as route sales professionals, extra route sales professionals, merchandiser employees, garage mechanic employees, transport drivers, bakery outlet leads and bakery outlet clerks, within the jurisdiction of the Union, as now constituted, shall be subject to the terms of this Master Agreement / Addendums and shall be governed and abide by the terms of this Master Agreement / Addendums. For purposes of this agreement, "Extra" or "Relief" Route Sales Professionals will be referred to as "Route Riders".

Unless otherwise indicated, any reference to the position of RSP (Route Sales Professional) throughout this agreement shall also include the position of Route Rider/s.

SECTION 3. The Company, on the date of hiring a new employee, shall send to the Union notice giving the name of the employee, employee address and the classification of work for which he/she is hired.

SECTION 4. Recognizing that the Union is required to represent all employees in the bargaining unit, basic fairness demands that nonunion employees contribute toward the cost of representation. It is agreed, again where permissible by law, that in those states in which a Union shop is not permitted, that all nonunion employees as a condition of employment, will pay a sum to the Union which is equivalent to the payments required of Union members in the bargaining unit.

The failure of any person to maintain his/her Union membership in good standing or to pay his/her equivalent cost required to represent as required herein, shall upon receipt via registered mail of written notice from the Union to such effect, obligate the Company to discharge such person(s) within fifteen (15) days after receipt of such notice.

The Company agrees to recommend to all employees that they become members of the Union and maintain such membership during the life of this Agreement, to refer new employees to the Local Union representative and to recommend to all employees that they pay their dues or equivalent since they are receiving the benefits of this Agreement.

SECTION 5. The parties recognize that the Union is required to represent all employees in the bargaining unit and, therefore, the Company agrees to advise all new hires of the existence of Union representation and conditions of employment.

ARTICLE 2
SALE AND DELIVERY OF MERCHANDISE - COMMISSION SALES

SECTION 1. Each Route Sales Professional shall receive full credit for all merchandise he/she sells or delivers, or is at anytime delivered to his/her customers whom he/she regularly serves, with the exception of employees exercising their rights under Article (11) of the Agreement. However, sales of merchandise to U.S. Governmental Agencies or sales of seasonable products sold on contract shall be excluded. No deduction shall be made from a route sales professional to cover discounts allowed to his/her customer. Merchandise sold on contract or bid to public-institutions commission shall be paid on contract price.

SECTION 2. No Route Sales Professional shall be required to deliver goods without collecting for same, unless his/her Company assumes full responsibility for such collections. Route Sales Professionals will not be required to pay for any leftover goods, but shall return the same in a good condition as facilities for preservation will warrant.

SECTION 3. The Company shall furnish the route sales professional with a trade letter that is provided to the customer on that route.

SECTION 4. Route Sales Professionals shall be paid commission on product that they deliver based on the price charged to the customer.

SECTION 5. All Route Sales Professionals who volunteer to work during their scheduled days off or vacation days, when in the service of the company, performing as a replacement on any route shall be paid Base Pay and full commission for the route they run that day. If an employee works on their vacation, they will be allowed to reschedule vacation days equal to the number of days worked. An RSP / Route Rider cannot be forced in any way or required to work on a Holiday, day off or their vacation.

SECTION 6. RSP'S & ROUTE RIDERS / COVERING MERCHANDISERS:

RSP's and Route Riders will be allowed to fill in for Merchandisers on a voluntary basis when there are vacancies and will be compensated at the following rates:

- An RSP/Route Rider who fills in for or elects to merchandise his/her own store/s shall be paid a flat \$75.00 for time spent up to (4) hours.
- An RSP/Route Rider who fills in for or elects to merchandise his/her own store/s shall be paid a flat \$150.00 for time spent from (4) hours up to (8) hours.

ARTICLE 3
DISCIPLINE AND DISCHARGE

SECTION 1. After ninety (90) calendar days on the payroll, with the right of extension of an additional ninety (90) calendar days by mutual, written agreement, an employee may not be discharged except for just cause. Discharges shall be subject to the grievance and arbitration provisions of this Agreement, but such grievances shall be filed within fourteen (14) calendar days after discharge or be forever waived. In case of discharge within the ninety (90) day period (or extensions thereof), the Company shall notify the Union, in writing. The discharge of an employee

after he has been on the payroll for ninety (90) calendar days (or extension thereof) must be by proper, written notice to the employee and the Union affected within fourteen (14) calendar days, of the occurrence of the violation claimed by the Company as the basis for discharge.

SECTION 2. No written warning notice, prior to discharge, shall be required for such offenses as dishonesty, personal violence, drunkenness on the job, drug abuse, recklessness resulting in a serious accident, carrying of unauthorized passengers, and carrying firearms. In addition, a loss of valid driver's license in excess of ninety (90) calendar days, with right of extension of an additional ninety (90) calendar days, by mutual, written agreement. A second (2nd) Offense shall result in immediate termination.

SECTION 3.

- (a) When an employee's conduct is unsatisfactory for reasons other than those described above, the Company shall advise the employee of his/her unsatisfactory conduct. The Company will then issue a documented verbal warning to the employee and counsel with him/her.
- (b) If the employee's conduct continues to be unsatisfactory, the Company will then give the employee a written warning notice with a copy submitted to the Union Hall.
- (c) Further misconduct on the part of the employee, within a period of twelve (12) months from the date of the written warning notice required in step (b) above, may result in disciplinary suspension. When such suspension is given, the Company shall meet with the employee and Union to discuss the employee's performance. Further misconduct, within the twelve (12) month period from the date of the original written warning notice, may result in discharge. The Company will then give the employee a written copy of the suspension notice with a copy submitted to the Union Hall.
- (d) A copy of all documented verbal warnings or written warning notices and suspensions shall be issued within fourteen (14) calendar days of the violation. A copy must be offered to the employee and a copy sent to the Union Hall by fax, email or mail, within the aforementioned fourteen (14) calendar days to be valid. Such written notices shall have a twelve (12) month limitation.

SECTION 4. Complaints and/or grievances alleging a violation of this Agreement shall not be accepted unless it is presented within fourteen (14) calendar days, in writing, after it is known to exist by the grievant, according to Step 2 of Article 18 of this Agreement.

SECTION 5. Transport Drivers who are convicted of a moving violation, either on or off the job, are subject to discipline as follows:

- (a) Violations must be for the same or similar offense within a twelve (12) month period.
- (b) First Offense: Documented verbal warning.
- (c) Second Offense: Written warning and an approved driver training course at no cost or loss of pay to the employee.
- (d) Third Offense: Final written warning and suspension not to exceed five (5) days.

(e) Fourth Offense: Suspension or further disciplinary action.

SECTION 6. Customer Complaints:

(a) If a Route Sales Professional is unable to service an account or an entire chain account due to a customer complaint(s);

Step 1) His/her manager and the route sales professional will jointly meet with the customer or chain account to try and reinstate the route sales professional.

Step 2) The Company will then meet with the Union to discuss its findings, justifying said removal from the account or chain account.

Step 3) If the RSP does not agree with the findings and/or the decision of the company, he/she may exercise his/her options per the grievance machinery.

No change or decision will be made by the company that is punitive, discriminatory, or capricious.

(b) If, following such visit, the parties are unsuccessful re-instating the route sales professional, the route sales professional's route shall be posted for bid. Said Route Sales Professional will maintain his/her seniority and bidding rights. He/she will be allowed to bid on any open routes that do not contain the account or chain account referenced above. The original displaced route sales professional will maintain his/her bid rights after they successfully bid an open route. This does not restrict the employee's opportunity to bid on any route with the aforementioned account or chain account, should circumstances change.

SECTION 7.

(a) Performance & Safety discipline will be combined within one discipline category and separate from Attendance discipline.

(b) Attendance discipline will also be experienced separately and within its own discipline category.

**ARTICLE 4
PAYDAYS**

SECTION 1. All employees shall be paid their wages, in full, less any legal, authorized deductions, once each week.

SECTION 2. Route Sales Professionals shall be furnished with an itemized report showing each category of earnings at the time they receive their paycheck for the payroll period involved.

(b) All Employees shall be furnished with an itemized report, to include the amount of sick leave days available upon request.

SECTION 3. All employees shall receive their pay via Direct Deposit.

ARTICLE 5
UNIFORMS

Mechanics shall be provided uniforms that shall consist of rented pants and shirts as prescribed by the Company. The uniform shall be furnished, cleaned, repaired and altered by the Company. A jacket will be provided every other year.

Beginning on January 1, 2022, on an annual basis, the Company will issue Route Sales Professionals access to the uniform vendor website with a credit of two hundred fifty (\$250) for the purchase of uniforms and any other Company required attire. Unused funds at the end of the calendar year will not be carried over.

New hires will be provided an initial credit of three hundred (\$300) for the purchase of uniforms.

Short Pants: Route sales employees may request and will be granted the right to wear short pants which will be supplied through the Company's uniform supplier. Length, fit and color will be determined and designated by the Company.

Notwithstanding the above the transport drivers and merchandisers shall be provided a uniform as prescribed by the Company.

A one hundred fifty-dollar \$150.00 boot/shoe allowance will be provided to Transport Drivers, RSP's, Route Riders and full-time Bakery store personnel annually, reimbursed upon the employee providing a receipt for said footwear. Anything over one hundred fifty dollars \$150.00 will be covered by the employee.

If less than one hundred fifty dollars \$150.00, the amount will only be reimbursed at the value/amount shown on the receipt.

Two seventy-five-dollar \$75.00 boot/shoe allowances will be provided to Transport Drivers, RSP's, Route Riders and full-time Bakery store personnel semi-annually, reimbursed upon the employee providing a receipt for said footwear. Anything over seventy-five dollars \$75.00 will be covered by the employee.

If less than seventy-five dollars \$75.00, the amount will only be reimbursed at the value/amount shown on the receipt.

ARTICLE 6
CONTRIBUTIONS

No compulsory contributions are to be forced on employees by the Company.

ARTICLE 7
REPAIR AND CLEANING OF VEHICLES

Route Sales Professionals and Transport Drivers shall not be required to wash or repair company vehicles, except that they may make minor adjustments and repairs to avoid unnecessary delay while running their route or run. They are however, required to keep the inside of the truck clean and free of debris and glass, provided that cleaning stations are available with all necessary cleaning items and equipment necessary to keep the inside of the truck presentable.

ARTICLE 8
REDUCTION OF PAY OR BENEFITS

Employees shall not suffer any reduction in basic pay now in effect by reason of the execution of this Agreement.

ARTICLE 9
PROTECTION OF RIGHTS

SECTION 1: No employee shall be discharged or discriminated against because of his/her membership or non-membership in the Union, or for Union activities, or because he/she insists upon abiding by the provisions of this Agreement.

SECTION 2: Each terminated employee shall receive all money due him within one (1) week of termination.

ARTICLE 10
PICKET LINES

It shall not be a violation of this Agreement, and it shall not be cause for discharge or other disciplinary action, in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union, and including primary picket lines at the Company's place of business, providing the primary dispute or primary picket line involved has been reviewed and approved by Joint Council No. 3. Nothing herein, however, shall be construed as imposing any liability upon the Union or upon Joint Council No. 3 for their action in approving and/or honoring any such picket line.

ARTICLE 11
SENIORITY

SECTION 1. Bargaining Unit Seniority: Any reference to seniority will be defined as bargaining unit seniority. Bargaining unit seniority shall consist of length of continuous service with the company within departments covered by this Agreement. Seniority shall not be interrupted due to layoff, proven off-the-job illness or injury, or work-related injury for a period not to exceed twelve (12) months.

Effective upon July 16, 2014, in the case of two or more employees with identical hire dates, seniority will be determined using the last three (3) digits of the employees' social security numbers, recognizing employee(s) with the lower number as being more senior.

All sales centers are under one plant management, within the territorial jurisdiction of Local Union 222 and shall be considered as one sales center for the purpose of this Article, except that vacation bidding shall be scheduled and bid by seniority, on a division by division basis.

It is understood that employees who are transferred into the Local Union 222 bargaining unit will retain their company seniority only for the purpose of vacation weeks earned. However, such employee will select his/her vacation based on their bargaining unit seniority position.

SECTION 2. Probation: The first ninety (90) calendar days, with right of extension of an additional ninety (90) calendar days, by mutual, written agreement, shall be a probationary period during which an employee may be terminated without recourse to the grievance and arbitration procedures. Upon completion of his/her probationary period, an employee's seniority shall begin as of his/her date of hire.

SECTION 3. Layoffs / Recalls: The Company agrees in layoffs and rehiring of employees to observe the principle of seniority within the bargaining unit.

In the event of layoff, an employee shall be given notice of recall. Written notice of recall will be sent by Certified Mail, addressed to the employee's last known address on file with the Company. Such employee must respond to such notice within three (3) days after receipt thereof and actually report to work within seven (7) additional days unless otherwise mutually agreed to by the Company and the employee. If an employee fails to comply with these recall provisions, he/she shall lose all seniority rights.

Regarding Route Sales Professionals, when an employee is in layoff status and is in a position of recall, the employee will have the opportunity to return to work on the first available route. If the employee's residing sales center is fifty (50) miles or more from the sales center of an available or open route and the employee does not wish to return due to geographical inconvenience, the employee will have the option to pass the opportunity to return from layoff status and will maintain his/her seniority concerning recall, as defined within this Article. If the senior employee on layoff passes the opportunity to be recalled, the next senior employee will be offered the opportunity of recall and so on, until the position has been filled. If no employees choose to be recalled from layoff to an available route and the layoff list is exhausted, the Company will be able to hire a new employee. If an employee wishes to take a voluntary layoff rather than bump into an existing route, the employee will maintain his/her rights to recall, as long as the fifty (50) mile qualification is met.

A laid off employee (excluding Merchandisers) shall retain recall rights for twelve (12) months in accordance with this Article.

SECTION 4. Route Posting: When a route is open a notice shall be posted on the company bulletin board within seven (7) calendar days of the opening occurring or as soon as the employee gives written notice and will remain posted for a period of four (4) calendar days. Open routes will be posted and awarded on a sales center by sales center basis. Each route sales professional will be informed of any open routes outside their sales center, and they shall also be allowed to submit an interest bid only. Such interest bid will be given preference, over any new hire. During that period, a route opening may be bid by any route sales professional, provided the route sales professional has not, within the last twelve (12) months, successfully bid another job opening and has been employed at least twelve (12) months. If more than one (1) route sales professional bids, bargaining unit seniority shall be the governing factor in selecting the bidding applicant to fill the vacant route. The successful bidder will be awarded the route within seven (7) calendar days once they are available to run the route.

SECTION 5. RSP Bidding: When an open route is bid (1) and filled by a route sales professional, the open route formerly serviced by the successful bidder shall be posted for bid (2). The next succeeding open route shall also be posted for bid (3). The next succeeding open route shall also be posted for bid (4). Following the last bid (4), the company will consider any interest bid (5) from the remaining employees before assigning the open route to a new RSP. An interest bid, if accepted, constitutes the time parameters of normal bid.

SECTION 6. Posting Obligation: In the event the Company does not know of an opening five (5) or more days in advance, a vacant or open route shall be posted on the company bulletin board for bidding purposes at the earliest possible date after the company first gained knowledge of the vacancy. In the meantime, while the route is open and is in the process of being bid, it may be filled by the company at its discretion. The Company will honor RSP interest bids should the employee submit a proxy bid prior to going on vacation, leave or other instances when an employee is expected to be away from work for a period of time, unless the route is modified, at which point the employee will have an opportunity to withdraw their name from that bid.

SECTION 7. Transport / Feeder Bidding: When an hourly paid transport driver or feeder truck driver shift/run is open, notice shall be posted on the bulletin board for a period of three (3) working days. During the period, the open shift/run may be bid by any transport or feeder truck driver. When an open shift/run is bid (1) and filled, the open shift/run formerly serviced by the successful bidder shall be posted for bid (2). The next succeeding open shift/run shall also be posted for bid (3). The next succeeding open shift/run shall also be posted for bid (4). Following the last bid (4), the company will consider any interest bid (5) from the remaining employees before assigning the shift/run to a new Transport Driver. An interest bid, if accepted, constitutes the time parameters of normal bid. If more than one (1) driver bids, seniority shall be the governing factor in selecting the bidding applicant to fill the vacant shift/run.

All transport shifts/runs shall be bid once each year during the month of January, excluding the Beaver and St. George runs.

A change in starting time of two (2) or more hours shall result in a bid. All affected runs will be re-bid.

SECTION 8. Central Distribution Run/Transport Run Opening: When a central distribution run becomes open, it shall be posted, and transport drivers shall be permitted to bid on the run. In the absence of a successful bid by a transport driver, preference shall be given to a commission sales professional or a delivery driver who might be scheduled for layoff.

A Route Sales Professional or a delivery driver who transfers to a central distribution or transport run under this section shall retain his/her accumulated seniority as a route sales professional or delivery driver.

Any such Route Sales Professional or delivery driver shall be given a reasonable training period, if necessary, in order to qualify for such central distribution run or for a transport vacancy prior to the filling of such job opening. This shall not preclude the Company from filling the vacancy on a temporary basis during the training period. Route Sales Professionals shall be paid not less than the route sales professional's guarantee during any such training period, and the company will provide any pay for the cost of such necessary training.

SECTION 9. Seniority List: A seniority list shall be posted in all departments, and a copy, shall be sent to the local Union Hall. The seniority list shall be updated each six (6) months.

SECTION 10. RSP Route Elimination: If a route is eliminated, the displaced route sales professional may then displace a less senior route sales professional within the route sales professional's sales center. The displaced route sales professional may displace any less senior route sales professional. This process will continue until the least senior route sales professional within the sales center is either laid off or bumps a less senior route sales professional in another sales center. In the case of this least senior route sales professional bumping into another sales center, he/she shall retain his/her seniority. It is understood that any potential route guarantee will only apply to the first three displaced (3) route sales professionals.

- (a) A route sale professional subject to layoff may use his/her seniority to bump into any merchandiser position, according to their bargaining unit seniority, and shall be subject to all terms and conditions applicable to Merchandisers. Said RSP will maintain his/her RSP recall rights as stated in this Article.
- (b) **Seniority: Maintaining Original Sales Center Seniority Rights after a bump.** When a layoff or elimination of a route/s causes a contractual "bumping effect" within a sales center, the least senior "Bargaining Unit Associate will at that point, be allowed according to the contract, the opportunity to bump into another sales center or take a voluntary layoff.
- (c) **Bumping into another Sales Center / Dovetailed Seniority:** If said employee elects to bump into another sales center, he/she then is allowed to dovetail his/her bargaining unit seniority into the new sales center and bump anyone within that sales center, who has less bargaining unit seniority. Their bargaining unit seniority and sales center seniority will dovetail and be recognized as the same.
- (d) **Returning to original Sales Center / Maintain Original Seniority:** If said RSP wishes at some point to return to their original sales center and maintain their original sales center bargaining unit seniority, which was established before they were bumped, said employee must bid on the first route available for bid at their old/original sales center. If the RSP does not have the bargaining unit seniority to secure the "first route" bid, they must continue to attempt to secure each available bid within their old sales center, until they have enough bargaining unit seniority to secure a bid within their old/original sales center. If the RSP follows the aforementioned procedure to secure a bid in their old/original sales center and at some point, he/she is successful in securing a bid; their original bargaining unit seniority date (before the bump) within that sales center will be recognized. If said employee successfully bids on and is awarded a route within the new sales center that they bumped into, he/she will forfeit their right to carry their original dovetailed seniority (before the bump) back to their original sales center.
- (e) **Maintaining Bidding Rights:** If an RSP bids into their old/original sales center at the first opportunity in which their bargaining unit seniority allows them to be successful, said RSP will maintain their bidding rights in their old/original sales center.

- (f) **Passing a bid opportunity/Seniority:** If job bids become available at an RSP's old/original sales center and the aforementioned RSP chooses not to bid, said RSP will forfeit their bargaining unit seniority rights in their old/original sales center. The RSP will however maintain their dovetailed seniority within their new and current sales center. If an RSP at some point after their old/original sales center rights have been forfeited, successfully bids back into their old/original sales center, they will start their new RSP sales center seniority at the point that they were awarded a bid.

SECTION 11. Transport Bid Job Elimination: If a transport bid job is eliminated, the displaced transport driver may displace any other transport driver he/she has bargaining unit seniority over. The displaced transport driver may then displace any transport driver he/she has bargaining unit seniority over. This process will continue until the least senior transport driver is reduced to the extra board or laid off.

SECTION 12. Seniority Rights: Bargaining Unit Employees will retain seniority rights for his/her route for twelve (12) months while off on proven off-the-job illness or injury, or work-related injury unless he/she requests, in writing, to relinquish their seniority. From twelve (12) months to eighteen (18) months, this individual will be given preferential hiring for any open/un-bid RSP position providing they are able to perform the essential functions of the job.

(b) Hold Down Bid: In the case of a route sales professional ("RSP") expected to be off because of a proven off-the-job illness/injury or work-related injury for an extended period of time of four (4) weeks or longer, the company shall offer the "Extra RSP" pool, by seniority, the opportunity to run the route until such time as the "off-the-job" RSP returns to work or relinquishes their seniority, up to the twelve (12) month limitation. If none of the Extra RSP's accept the offer, the least senior route rider will be assigned. If someone other than the least senior Extra RSP takes the opportunity to run the route, they will have the ability to change their mind and return to the Extra RSP pool providing they run the route for at least four (4) weeks and give at least one (1) week of notice to his/her supervisor. Following such notice, the route would once again be offered to the Extra RSP's as described above.

This does not extinguish the bid rights of the Extra RSP running the temporarily open route, should other bid opportunities arise.

The Extra RSP running the temporarily open route must go back to his/her previous position at the return of the "off-the-job" RSP.

If following the twelve (12) month period, the "off-the-job" RSP is still unable to return to work, the route will be posted for bid in accordance with Article 11, Sections (4) and (5).

SECTION 13. Supervisory Status: Employees who transfer to a non-bargaining unit supervisory status who have accumulated seniority under this Agreement shall continue to accrue seniority for a period of sixty (60) days provided, however, that such employees, who work in such supervisory status in excess of sixty (60) days, shall suffer a break in seniority for all bargaining unit purposes.

SECTION 14. Merchandisers: Effective upon July 16, 2014, if Merchandisers hire into the position of RSP, their seniority will begin on their first day of work in the RSP position. RSP seniority concerning future job bids, vacation selection, overtime selection, layoff and recall position, will be based on the aforementioned RSP hire date.

Part time merchandisers will experience separate seniority within their own department. This seniority will determine their vacation and overtime selections, as well as their layoff and recall status within their department. However, a merchandiser may approach his/her manager to express interest in an open or vacant position.

ARTICLE 12
TERMINATION NOTICE

Employees shall give the Company at least seven (7) calendar days' notice before quitting and the Company shall give at least seven (7) calendar days' notice of layoff. In lieu of such notice of layoff, the Company shall give the employee one weeks' pay.

ARTICLE 13
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the Company sells, transfers or leases this Company or any part thereof, or it is taken over by assignment, receivership or bankruptcy proceedings, the successors shall be bound by the terms and conditions of this Agreement.

Further, in the event the Company enters into any subcontract or other similar device or another person or entity to perform bargaining unit work, the Company shall require such other person or entity to employ any and all bargaining unit employees who may be laid off or suffer a reduction in hours by reason of any subcontract or other similar device or bargaining unit work by the Company.

ARTICLE 14
CHECKOFF - UNION DUES - CREDIT UNION

SECTION 1. The Employer agrees to deduct from the pay of all active union members covered by this Agreement, dues, initiation fees and/or uniform assessments of the Local Union. All such deductions shall be remitted to the Union not later than the fifteenth 15th day of the month from which the dues are deducted. 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. The Company, once each month, will deduct D.R.I.V.E. periodic dues and initiation fees from the pay of employees who sign authorization for such deduction. Such D.R.I.V.E. dues and initiation fees deducted shall be remitted to the Secretary-Treasurer of the Union, monthly, as soon as practicable after the deduction.

SECTION 3. The Company will deduct a Credit Union payment from the pay of employees who sign authorization for such deduction.

ARTICLE 15
HEALTH AND WELFARE, DENTAL CARE,
VISION CARE AND PRESCRIPTION DRUG PLAN

SECTION 1. Contributions: Effective January 1, 2022, the Company agrees to contribute into the Utah-Idaho Teamsters Security Fund, the sum required to maintain the current “Teton” Health & Welfare Plan for each regular employee covered by this agreement who has worked at least eighty (80) hours during the preceding month. The contribution rate includes Health & Welfare, Incentive Payment Dental Care Plan, Vision Care and Prescription Drug benefits.

Effective upon ratification, eligible “Route Sales Professional and Route Rider” employees shall contribute the following cost of the plan via payroll deductions:

- Effective January 1, 2022, eligible employees shall contribute nine percent (9%)

Effective upon ratification, eligible “Hourly” employees shall contribute the following cost of the plan via payroll deductions:

- Effective January 1, 2022, eligible employees shall contribute eight percent (8%)

The total amount due for each calendar month shall be remitted to the Fund not later than ten (10) days following the last day of each month. Failure to make all payments herein provided for, with the time specified, shall be a breach of this Agreement.

SECTION 2. Eligibility for Benefits

- (a) An employee shall not be eligible for benefits under said Health and Welfare Program until the first (1st) day of the month following the completion of two (2) consecutive months, wherein the employee worked eighty (80) hours 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 months worked prior to establishing eligibility for benefits.

- (b) The nature and amount of benefits, and all other questions of eligibility for benefits under the Health and Welfare Program, shall be determined, from time to time, by the Trustees of said Fund.

SECTION 3. Eligibility for Incentive Payment Dental Plan Benefits

- (a) An employee shall not be eligible for benefits under said Dental Plan until the first (1st) day of the month next following the completion of two (2) consecutive calendar months of employment as a Regular Employee, during each of the months he/she has worked at least eighty (80) hours. 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 worked prior to establishing eligibility for benefits.

- (b) The nature and amount of benefits, and all other questions of eligibility for benefits under the Incentive Dental Care Plan, shall be determined, from time to time, by the Trustees of said Fund.

SECTION 5. Retirees' Plan

- (a) In addition to the contribution rates described in Section 1 of the Article 15, the Company agrees to contribute the sum of forty-three dollars and thirty-three cents (\$43.33) on each Regular Employee who worked at least eighty (80) hours during each month.
- (b) The nature of benefits, and all other questions of eligibility for benefits under the Retirees' Plan, shall be determined, from time to time, by the Trustees of said Fund.

SECTION 6. Acceptance of Trust: 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 there under. The Company accepts the Company Trustees under such Agreement.

SECTION 7. On the Job Injury: If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months beginning with the first month after contribution for active employment ceases.

ARTICLE 16
PENSION PLAN / P.E.E.R. PROGRAM

SECTION 1. Effective within 4 weeks of ratification, the Company shall continue to pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each straight-time hour compensated up to a maximum of forty (40) hours in any week. The hourly contribution rate shall be three dollars and fifty-two cents (\$3.52) per compensable straight-time hour, which includes twenty-one cents (\$0.21) for PEER 84.

Effective the first pay period of January 2024: the Company shall continue to pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each straight-time hour compensated up to a maximum of forty (40) hours in any week. The hourly contribution rate shall be three dollars and sixty-two cents (\$3.62) per compensable straight-time hour, which includes twenty-two cents (\$0.22) for PEER 84.

Effective the first pay period of January 2025: the Company shall continue to pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each straight-time hour compensated up to a maximum of forty (40) hours in any week. The hourly contribution rate shall be three dollars and seventy-two cents (\$3.72) per compensable straight-time hour, which includes twenty-three cents (\$0.23) for PEER 84.

Effective the first pay period of January 2026: the Company shall continue to pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each straight-time hour compensated up to a maximum of forty (40) hours in any week. The hourly contribution rate shall be three dollars and ninety-two cents (\$3.92) per compensable straight-time hour, which includes twenty-four cents (\$0.24) for PEER 84.

SECTION 2. The contribution required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contributions for PEER 84 must at all times be six and one-half percent (6.5%) of the basic contribution and cannot be decreased or discontinued at any time.

SECTION 3. Probationary employees: For probationary employees hired on or after July 16, 2014, the Company shall pay ten cents (\$.10) per hour (nine cents [\$.09] basic plus one cent [\$.01] for PEER 84) into the Western Conference of Teamsters Pension Fund on account of each probationary employee of the bargaining unit hired after acceptance of this Agreement by the Trustees, for the first (1st) ninety (90) calendar days from initial date of hire, for each straight time hour for which compensation is paid, said amount to be computed monthly. If and when this period is completed, the full contribution rate shall apply commencing on the first (1st) day after the ninety (90) calendar-day probationary period is completed.

SECTION 4. The total amount 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. The Company agrees to abide by such rules as may be established by the Trustees of said Trust 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 5. Time paid (excluding overtime hours) but not worked, such as holidays, sick leave and vacation time, shall be considered as time worked for the purpose of this paragraph. By execution of this Agreement, the Company hereby agrees to the appropriate Trust Agreement necessary for the administration of the Western Conference of Teamsters Pension Trust Fund, and to accept the Trustees of such Trust, hereby waiving all notice thereof and ratifying all actions already taken, or to be taken, by the Trustees within the scope of their authority.

Note: In the application of Pension provisions, layover drivers who are on a mileage rate and, therefore, not paid overtime are considered as working only straight-time hours, and the Pension contribution is, therefore, payable on all hours worked, but not in excess of the monthly maximum contribution.

SECTION 6. The Company will not pay pension contributions to the Western Conference of Teamsters Pension Trust Fund on pro-rata vacation pay of terminating employees.

ARTICLE 17
BUSINESS REPRESENTATIVE

SECTION 1. Business Representative of the Union may call upon the appropriate Company manager, upon proper notification to him/her, to discuss with him Union matters, and if the Business Representative so requests, he/she may enter and go about the various parts of the bakery (transport), maintenance shop or sales centers, in connection with Union matters.

SECTION 2. Shop Stewards shall be appointed by the Union. The appropriate Company manager shall be advised of the identity of said Stewards. In order that there shall be no misunderstanding, the duties and functions of the Stewards shall be discussed with the Business Agent and the Steward prior to the employee acting as a Steward.

SECTION 3. The Company may grant reasonable time off, not to exceed six (6) weeks or thirty (30) working days, without 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 fourteen (14) calendar days written notice is given to the Company by the Union, specifying the length of time off. Employees who thus serve as a Union Official will not engage in behavior of activities that affect relationships with other employees, The Company's products, sales, vendors, property, reputation or goodwill. Employees who serve as a Union Official shall have their pension coverage suspended during the time they serve as a Union Official.

ARTICLE 18
GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1. Grievance, as used herein, shall mean any dispute that arises as to the interpretation or application of any of the terms or provisions of this Agreement between the employee and Company or Company and Union.

Step 1: Any employee having a grievance shall take up the matter first with his or her immediate supervisor within fourteen (14) calendar days from the date of the alleged violation or first knowledge thereof. Any grievance not filed with the Company within fourteen (14) working days, as herein described, shall be deemed waived and will not be subject to the grievance procedure.

Step 2: Any grievance not resolved within fourteen (14) calendar days from the original date of filing shall be reduced to writing by email, fax or mail, signed by the grievant and submitted to both the Company and Union. A representative of the Union will then take the grievance up with the Company.

Step 2.1: Arbitration: If no resolve is reached within fourteen (14) working days from the date the grievance was presented and discussed between the Company and the Union as defined within and at the conclusion of "Step 2", either side may request to forego "Step 3" and request that the matter be moved directly to "Step 4" of this Section 1 and the matter will be moved directly to arbitration. If such a request is submitted by either side, both sides will be required to comply with said request.

Step 3: If the Union and Company are unable to resolve the grievance within an additional fourteen (14) working day period, the grievance shall then be submitted to a Grievance Conference Committee for resolution. The Grievance Conference Committee shall be composed of two (2) representatives of the Company and two (2) representatives of the Union. Meetings shall be scheduled as soon as reasonably possible, upon request of either the Union or Company, at a mutually agreeable time and location. A decision of the Grievance Conference Committee shall be rendered no later than three (3) working days from the date of such conference hearing. A majority decision shall be rendered, in writing, and shall be final and binding upon the parties. Should the Grievance Conference Committee fail to reach a majority decision, the grievance may then be taken to arbitration by the Company or Union, as herein provided.

Step 4: Either Party may, within fourteen (14) working days after failure to adjust the grievance in Steps 1, 2 and 3 serve upon the other party a written demand for arbitration. The parties shall select an impartial arbitrator within fourteen (14) working days after service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within fourteen (14) working days thereafter, request the Federal Mediation and Conciliation Service to submit a list of nine (9) disinterested persons who are qualified and willing to act as an impartial arbitrator. The Company and the Union shall then alternately strike from the list one name at a time until only one (1) name remains on the list. The grieving party shall strike the first name. The name of the remaining arbitrator on the list shall be accepted by the parties to hear the dispute.

SECTION 2. The arbitrator shall commence hearings within fourteen (14) working days after his selection, and shall render his award, in writing, within fourteen (14) working days after submission. The award of the arbitrator shall be rendered, in writing, together with his/her written findings and conclusions, and shall be final and binding upon the parties of this Agreement, and upon the complaining employee, if any.

SECTION 3. The arbitrator's fees and expenses, the cost of any hearing room and the cost of a shorthand reporter and of the original transcript, if requested by the arbitrator, shall be borne equally by the Company and the Union. All other costs and expenses shall be borne by the parties incurring them.

SECTION 4. Any dispute or grievance, other than one involving wage rates, overtime or other matters involving the pay of employees, shall be waived, for the purpose of this grievance procedure, if not submitted within fourteen (14) workingdays of the employee's first knowledge.

SECTION 5. A dispute or grievance involving wage rates, overtime or other matters involving the pay of employees may be filed at any time, but retroactive compensation shall be limited to ninety (90) calendar days preceding the date of filing with the Union.

SECTION 6. The Company and the Union agree to comply with the time limitations set forth above, and either party shall have the right to insist that the time limitations be complied with, provided, however, said time limitations may be waived by mutual agreement, but in no event shall failure to comply with the time limitations set forth above deprive the arbitrator of authority to decide the grievance.

SECTION 7. All grievances, as defined in this section, shall be settled in accordance with the procedure above, and there shall be no lockout, strike, interruption of work, slowdown or other interference with the production during the life of this Agreement.

ARTICLE 19
LEGALITY

Should any paragraph or provision of this Agreement be found to be illegal, it is understood and agreed that the balance of the Agreement shall not be affected but shall continue in full force and effect for the full period of this Agreement. It is further agreed that the parties hereto will enter into negotiations for the correction of the illegal paragraph or provision.

ARTICLE 20
NON-DISCRIMINATION

SECTION 1. The Company agrees that to the extent required by various applicable federal, state and local statutes, it will not unlawfully discriminate against any employee as to the terms and conditions of employment with respect to wages, hours of work or other terms and conditions of employment and there shall be no discrimination against any employee by reason of disability, race, religion, color, sex, sexual orientation, age, creed, marital status, veteran status or national origin.

Nothing in this contract shall restrict any bargaining unit employee from pursuing their rights under state and federal laws with the appropriate administrative agency or court as permitted under law.

SECTION 2. The use of the pronouns "he" or "she" and the nouns "men" and "women" shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.

ARTICLE 21
JOINT UNION-MANAGEMENT COMMITTEE

A Joint Union-Management Committee shall be formed consisting of the Business Representative and Shop Stewards of the Local Unions and representatives of the Company signatory to this Agreement. The Committee shall meet quarterly during the term of this Agreement to discuss matters of safety, health and general contract application. A report of the Committee and the result of any studies made by it or by its direction will be made available to the Union.

ARTICLE 22
RSP COMPENSATION

SECTION 1. All Route Sales Professionals:

1) LUMP SUMS

a) Ratification Bonus

All active and non-probationary, full-time RSP's/Route Riders shall receive the following lump sums, subject to applicable state and federal taxes:

Effective upon ratification of this agreement: \$2,000.00

b) RSPs / Route Rider Yearly Lump Sums

All active and non-probationary, full-time RSPs and Route Riders shall receive the following lump sums, subject to applicable state and federal taxes:

First pay period in January 2024 :	\$750.00
First pay period in January 2025 :	\$750.00
First pay period in January 2026 :	\$750.00

Route Sales Professionals shall receive base pay as follows: \$325 per week

Brand Name with full service:

Effective upon the commencement of adding legacy BBU Brands to the routes, Route Sales Professionals shall be paid commission at the rate of eight and seven-tenths percent (8.7%) on all existing brands (e.g., Sara Lee, Grandma Sycamore) net sales.

Until such time, the commission rate paid for all existing brands shall remain at nine and seven tenths' percent (9.7%) on net sales.

BBU Brands, (e.g., Entenmann's, Oroweat, Thomas, etc.) shall be paid commission at the rate of seven percent (7.0%) on net sales.

Schools and Special Events:

Effective January 2, 2022, all bakery product delivered to all schools (including school central distribution centers) and to all stadiums, ball parks, arenas, prisons and other special event venues regardless of type of product and/or type of delivery four and one-half percent (4.5%) commission net sales.

Restaurant and Institutional:

Effective January 2, 2022, all bakery product delivered to restaurants (including fast food), nursing homes, hospitals and similar type institutions with residential component regardless of type of product and/or type of delivery six and three quarter percent (6.75%) commission net sales.

Private/Secondary Label with full service:

Effective January 2, 2022, all private and secondary label bakery products delivered with full rack service and stale pickup to a customer's retail grocery outlet six and three quarter percent (6.75%) percent commission net sales.

Private/Secondary Label:

Effective January 2, 2022, all private and secondary label bakery products delivered without rack service or the handling of returns four and one half percent (4.5%) commission on net sales.

Club Stores (Existing Brands):

Effective January 2, 2022, all existing branded bakery products delivered with full service to club stores shall be paid at the commission rate of seven and eight, seven, five percent (7.875%) on net sales.

Club Stores (New Brands):

All new branded bakery products delivered with full service to club stores shall be paid commission at the commission rate of seven percent (7.0%) on net sales.

Granny's Delight:

Within four months following ratification, the Company will provide the Granny's Delight distribution rights to the RSPs. The commission rate for this brand will be seven percent (7.00%) on net sales.

Non-BBU Brands:

Any Non-BBU Brands delivered with full rack service and stale pickup to a customer's retail grocery outlet shall be paid at a commission rate of six and half percent (6.5%) on net sales.

SECTION 2. St. George and Cedar City Sales Centers RSP Commission Rates:

Effective upon the commencement of adding legacy BBU Brands to the routes in St. George and Cedar City, Route Sales Professionals shall be paid the same commission rates as all other RSPs under the contract. Until such time, the commission rates shall remain at the rates they are today.

- (a) For sales centers in St. George and Cedar City that are not within the geography wherein routes will receive legacy BBU products, all branded bakery products delivered with full service to non-club accounts will be paid at a commission rate of nine and seven tenths percent (9.7%) on net sales.
- (b) **Club Stores:** All branded bakery products delivered with full service to club stores shall be paid at the commission rate of seven and eight, seven, five percent (7.875%) on net sales.

SECTION 3. Private Label:

A private label bakery product is one that is wrapped in a label that is owned by the customer and does not carry the Company's name on the label.

SECTION 4. Exclusions:

- (a) A Route Sales Professional shall not handle private label returns or product delivered to the back room of a retail store.

- (b) A Route Sales Professional shall not deliver private label bakery products without rack service unless he/she is also delivering the same account's brand bakery products with rack service. The higher commission shall be paid on all bakery products, brand and private label, delivered with rack service.
- (c) A Route Sales Professional shall not be required to put private label bakery products on the bread rack when such products have been delivered under a back room delivery arrangement.
- (d) Route Sales Professionals who put private label bakery products on the bread rack, when such products have been delivered under a back room, hourly delivery arrangement, shall be subject to discharge.

SECTION 5. Sara Lee Sweet Baked Goods:

- 1) Route Sales Professionals (RSP's) that are utilized to sell/deliver Sara Lee Sweet Baked Goods (SBG) directly to customers (DSD service) shall be compensated using the following commission rates:
 - Full rack service & stale returns: 7%
 - Drop service & no returns: 3%
 - Vending: 3%
- 2) The Company retains the right to serve Convenience stores, Dollar/Discounters and Drug customers SBG products using a Central Distribution Center (CDC) or Warehouse (WH) drop distribution method at any time regardless of previous distribution methods (for example: SBG products distributed on a DSD basis may be converted to CDC/WH drop with no future commission obligations). No commission will be paid for SL SBG products distributed in this manner. The Company will utilize Teamsters transport for delivery to CDC's or WH's where they currently originate from bakeries serviced by transport drivers; or customers may pick up at the Company's bakeries where such relationship exists. All applicable route guarantees set forth in the Collective Bargaining Agreement (CBA) would apply to business that transition from DSD to CDC/WH drop.
- 3) Supermarkets and Mass Merchandisers (for example: Walmart and Target) will be served by DSD, not CDC/WH drop.
- 4) Club stores (for example: Costco, Sam's) will continue to be served by RSP's where the relationship exists today at the commission rates set forth in Paragraph (1) above. The Company may serve Club stores by CDC or WH drop within same parameters as Paragraph (2) above; provided that the parties meet and confer and a determination is made that the Company will lose the business absent a transition to CDC or WH drop. Such a determination will not be unreasonably withheld.

SECTION 6. Illness or Family Emergency while at work: When a Route Sales Professional comes to work and becomes ill or has to leave work due to a family emergency, the following conditions of compensation will apply.

The formula used to define the amount of base pay plus commission compensation shall be as follows:

Examples – A full day equals base pay plus ten hours.

- If a Route Sales Professional works four (4) hours of his/her shift and has to leave, he/she will be paid base pay plus forty percent (40%) of the commission earned by his/her route that day.
- If a Route Sales Professional works six and three quarter (6 $\frac{3}{4}$) hours of his/her shift and has to leave, he/she will be paid base pay plus sixty-seven and one half percent (67.5%) of the commission earned by his/her route that day.
- If a Route Sales Professional works eight and one half (8 $\frac{1}{2}$) hours of his/her shift and has to leave, he/she will be paid base pay plus eighty-five percent (85%) of the commission earned by his/her route that day.

All time will be calculated forward to the nearest quarter hour or fifteen (15) minutes. This section shall not be used as a precedent for any other calculation, nor will it define ten (10) hours as a normal work day.

SECTION 7. E Commerce: Product ordered on-line for direct delivery to consumers by customers (e.g., Amazon Fresh, Peapod) will be delivered to customer drop sites within Local 222's sales territory by either an RSP paid at (4.5%) commission or a Local 222 bargaining unit driver compensated on an hourly basis. The Local 222 bargaining unit driver utilized by the Company may also, at the Company's discretion, deliver products/brands to locations that are not currently sold and distributed by a Union Route Sales Professional (e.g., Bimbo Marinela, Barcel) within the geographical jurisdiction of the Union.

The parties agree that any such additional products/brands transported and delivered to locations is strictly limited to the terms of this provision and shall not serve to create or confer new sales or distribution rights to such products/brands to Union Route Sales Professionals or any other employees covered under the parties' collective bargaining agreement or in any way expand the existing jurisdiction of the Union.

In the case of delivery moving from a commission RSP to an hourly compensated bargaining unit transport driver, such RSP affected will be provided a 26-week guarantee based on the ecommerce sales the previous (4) normal weeks.

SECTION 8. Short Coded Product: If an RSP receives product that has three (3) days of code date or less remaining until the "pull date", it is at the discretion of the RSP how much product, if any, he/she will take to market. Any cuts must be communicated to management.

ARTICLE 23
ROUTE RIDERS / NEW ROUTE SALES PROFESSIONALS COMPENSATION

SECTION 1. New Route Sales Professionals: A new Route Sales Professional who is in training will be paid six hundred fifty dollars (\$650) per week for up to the first six (6) weeks of training. If at any point during the aforementioned six (6) week period, he/she is assigned as a route rider or running a route by themselves, he/she will then be paid according to (Section 2) or the contract base pay and the appropriate commission on the commission sales route he/she is running.

Selection of available vacation/open routes during any particular week shall be offered according to seniority among extra persons within each sales center.

SECTION 2. Route Rider: Effective April 11th, 2023, Route Riders shall receive a weekly minimum guarantee of eight hundred dollars (\$800.00) per week worked or one hundred and sixty dollars (\$160.00) per day worked when not running a route. If running a route on any given day, they shall instead receive one-fifth (1/5th) of the weekly base pay and commission for that route.

If running a route on any given day, they shall instead receive one-fifth (1/5th) of the weekly base pay and commission for that route per day. If the value of the route (Base pay + commission) that the Route Rider is running is less than the weekly minimum, the weekly minimum will still apply.

SECTION 3. Mileage Pay—Extra Route Sales Professional who are required to use their personal vehicle to work at a sales center other than their home sales centers shall be reimbursed at the current IRS mileage rate for the driven provided such other sales center is more than forty-five (45) miles one way from the employee's home sales center. (If the Extra RSP's home sale center is Ogden, but BBU is requiring them to work at the Logan/Hyde Park sales center, which is forty-eight (48) miles away, that RSP would be eligible for mileage. The amount of mileage paid to the Extra RSP is based on miles driven. For example, if the Extra RSP lives in Tremonton, which is approximately twenty (20) miles from the Logan/Hyde Park sales center, he/she would be eligible for 20 miles of pay each way because that's the mileage actually driven.)

ARTICLE 24
DELIVERY DRIVER-CENTRAL DISTRIBUTION DRIVER

Delivery Driver - A driver who delivers bakery products to a customer's retail outlet without rack service.

Central Distribution Driver - A driver who delivers bakery products to a customer's wholesale or central distribution center.

A delivery driver or a central distribution driver, who exclusively delivers bakery products to a customer's retail store without rack service and/or bakery products to a customer's wholesale or central distribution center, shall be paid at the rate of:

2) HOURLY WAGES—Delivery Driver/Central Distribution Driver

	<u>Date</u>	<u>Increase</u>	<u>Wage Rate</u>
Effective	Within 4 weeks of ratification	+\$0.50/hr.	\$24.25
Effective	1/1/2023	+\$0.50/hr.	\$24.75
Effective	1/7/2024	+\$0.50/hr.	\$25.25
Effective	1/5/2025	+\$0.50/hr.	\$25.75
Effective	1/4/2026	+\$0.50/hr.	\$26.25

A delivery driver and a central distribution driver shall be paid time and one-half (1-1/2) after forty (40) hours of work per week or eight (8) hours' work per day.

An hourly rated driver shall not perform rack service and shall only handle the returns of the products he delivers to the back room of a retail store.

ARTICLE 25 **ADDITIONAL MILEAGE COMPENSATION**

Country Route Sales Professionals shall be compensated forty dollars (\$ 40.00) per week for those country routes upon which mileage traveled is over five hundred (500) miles in the workweek.

ARTICLE 26 **SPLITTING ROUTES GUARANTEE**

SECTION 1. If the Company adjusts a route, the Company will compare the commissions earned on those customers removed from the route, compared to the commissions earned on those customers added to the route (if any), for the previous fifty-two (52) weeks. Based on this comparison, if the adjustment results in a net decrease in commission of five (5%) percent or more, the route sales professional shall receive, up front, eight (8) weeks of the weekly commission differential.

If the Company adjusts a route and this adjustment includes a new customer with no previous sales data, the Company will estimate the commission for that new customer for the comparison described above. Based on this comparison, if the adjustment results in a net decrease in estimated commission of five (5%) percent or more, the route sales professional shall receive, up front, eight (8) weeks of the weekly estimated commission differential. Following the eight (8) week period, the Company will true-up any commission owed, but in no case shall the Company seek reimbursement from the route sales professional.

SECTION 2. When private label bakery products delivered by a route sales professional under a full commission, rack service arrangement are then placed on a reduced commission, back-room delivery arrangement the route cut provisions of this Article shall apply.

ARTICLE 27
TRANSPORT DRIVERS - (FEEDER TRUCK DRIVERS)

SECTION 1. Employees employed as transport drivers shall be compensated as follows, provided that the employee reports for work when required.

SECTION 2. Hourly paid transport drivers and feeder truck drivers shall be compensated as follows:

***Current Rate: \$26.50/hr. or \$27.50/hr.** with Doubles Endorsement Certification (DE) effective 8/16/2022 raised from \$23.75 hr. **(+2.75/hr. or \$3.75/hr. with DE)**

	<u>Date</u>	<u>Increase</u>	<u>Wage Rate</u>
Effective	Within 4 weeks of ratification	+\$1.50/hr.	\$28.00 / (\$29.00 w/DE)
Effective	1/1/2023	+\$0.50/hr.	\$28.50 / (\$29.50 w/DE)
Effective	1/7/2024	+\$0.50/hr.	\$29.00 / (\$30.00 w/DE)
Effective	1/5/2025	+\$0.50/hr.	\$29.50 / (\$30.50 w/DE)
Effective	1/4/2026	+\$0.50/hr.	\$30.00 / (\$31.00 w/DE)

An additional one dollar (\$1.00) will be paid to drivers who carry a Class “A” CDL and elect to obtain a “Doubles Endorsement”. (See total wage payment per hour above.)

1) LUMP SUMS Ratification Bonus

All active and non-probationary, full-time Transport Drivers shall receive the following lump sums, subject to applicable state and federal taxes:

Effective upon ratification of this agreement: **\$1,500.00**

SECTION 3. Drivers covered by Section 2 above shall be given the opportunity to work forty (40) hours per week or shall be paid for same. All hours worked in excess of eight (8) hours per day, when working five (5), eight (8) hour days per week and in excess of ten (10) hours per day, when working four (4) ten (10) hour days per week or forty (40) hours per week shall be paid for at the rate of one and one-half (1-1/2) times the regular hourly rate. There shall be no pyramiding of overtime pay.

In the case of two (2) or more transport drivers being on the property and having available straight time hours, the choice of available runs shall be selected in seniority order.

Transport Overtime: The following guidelines will be used for over-time distribution among Transport Drivers.

- 1. Eligibility:** Eligibility shall be defined as complying with all Department of Transportation regulations.

2. **Post Shift Overtime:** Overtime worked on an hourly transport run will be offered to the senior qualified transport driver then available at the plant when the overtime work is required. Senior qualified driver may refuse overtime work, without penalty, if other qualified employees are then available to do the work.
3. **Overtime List:** The Company will post weekly a list for transport employees to sign indicating their interest in working overtime. Once all available straight-time hours have been assigned to full-time transport employees, scheduled overtime hours will then be offered to eligible employees on the overtime list and will be selected/assigned by seniority. If all employees who have signed the overtime list refuse overtime, the Company may assign overtime hours in reverse seniority order to eligible transport employees or assign said hours to the part-time employees per SECTION 4 of this Article.

Part-time employees may be utilized for overtime work if all available full-time employees have been offered such work.

SECTION 4. Part-time employees may be staffed and utilized for the following: unassigned or unbid overtime work, seasonal employment, absenteeism and vacation relief or permanent part-time scheduling.

A part-time employee covered by this Agreement shall be defined as one hired specifically to work less than eight (8) hours in any one (1) day and/or up to thirty-two (32) hours in any, one (1) week.

Part-time transport employees can be hired at the following ratio: One (1) part-time transport driver can be hired for every nine (9) full-time transport drivers. (i.e. (1) part-timer after (9) full-timers / an additional (1) part-timer after (18) full-timers / and so on, to equal (1) "part-timer" for every (9) "full-timers" ratio.

Part-time employees shall not be employed on a back-to-back basis to replace a full-time position and shall be entitled to pro-rata benefits provided for in the Agreement.

Part-time transport drivers will not be used for the purpose of limiting full time employment opportunities.

Part-time employees shall be paid at the applicable contract rate.

SECTION 5. The employees employed in the above Section 2 may be used by the Company in order to work the minimum number of hours outlined above in other classifications or work around the plant. Those employees working in two or more classifications in anyone day shall receive the higher classification of pay for all work on that day, provided they work four (4) or more hours in the higher classification.

SECTION 6. Schedule: The transport schedule will be posted every Thursday, preceding the scheduled work week.

1. The workweek shall be a four (4) or five (5) day workweek, which need not be consecutive, but shall be worked within seven (7) consecutive calendar days. Time and one-half (1-1/2) shall be paid for work performed on the fifth (5th), sixth (6th) or seventh (7th) day worked

for Drivers working four (4), ten (10) hour shifts. Time and one-half (1-1/2) shall be paid for work performed on the sixth (6th) or seventh (7th) day worked for Drivers working five (5), eight (8) hour shifts.

2. The workweek in a holiday week shall be a four (4) day week, and time and one-half (1-1/2) shall be paid for all hours worked in excess of thirty-two (32) hours in the holiday week for those employees who are regularly scheduled on a five (5) day, eight (8) hour workweek.
3. The workweek in a holiday week shall be a three (3) or four (4) day week, and time and one-half (1-1/2) shall be paid for all hours worked in excess of thirty (30) hours in the holiday week for those employees who are regularly scheduled on a four (4) day, ten (10) hour workweek.

SECTION 7. Transport drivers shall not be called to work for less than four (4) hours' pay.

SECTION 8. If any Federal or State law requiring a change in the method of compensation provided for in this Agreement is enacted, the parties will meet promptly to make such changes as provided by said law.

SECTION 9. Hiring: Upon request, the Company and Union will meet to discuss steps by which permanent transportation openings will be filled in a timely manner. The Union will assist the Company in filling open transportation positions by recommending qualified candidates that will not be unreasonably denied by the company.

SECTION 10. Paid Breaks: Transport drivers shall be entitled to two (2) fifteen (15) minutes paid breaks during their shift, or a one-half hour paid break in lieu of said fifteen (15) minute breaks.

If said employee works beyond ten (10) hours in any workday, they will also receive an additional fifteen (15) minute paid break to be granted at the beginning of the eleventh (11th) hour of work.

ARTICLE 28 **HOURS AND WORKWEEK OF ROUTE SALES PROFESSIONALS**

SECTION 1. Each Route Sales Professional shall have served and be out of his/her last stop by 5:00 p.m., provided the route has been properly served.

Five (5) days, which need not be consecutive, shall constitute the workweek of each employee. This workweek shall be operated on the basis of what is known as a "drop-out" operation.

The day off for each of the employees covered by the terms of this contract under the "drop-out" operation shall be Wednesday of each week, and there shall be no deliveries on this day. In a week in which a holiday occurs, the workweek shall be four (4) days only.

SECTION 2. Fifty (50) hours shall constitute the maximum number of hours a commission bakery sales driver may work during the week with twenty-two dollars and fifty cents \$22.50 to be paid for all hours over fifty (50) hours worked.

A Route Sales Professional may declare that his/her route cannot be operated within the weekly time limits stated above. Said declaration can be submitted either in writing or presented verbally to his/her manager with a shop steward present. A manager shall be assigned, within a reasonable period of time, not to exceed fourteen (14) calendar days, unless extended by mutual agreement between the Company and Union, to ride the route and shall determine during a one (1) week trial period the number of weekly hours in which the route can be reasonably run. If the hours are in excess of those specified above, then the route shall either be adjusted or the route sales professional paid for the excess hours worked at the rate of \$22.50 per hour. It is understood between the parties that if, following the route review, an adjustment of the route is requested by the route sales professional, as stated above, and such adjustment is made by the Company, the route-cut guarantee provision (Article 26) of this Agreement shall not apply.

Super routes shall consist of two (2) Route Sales Professionals working the same route.

The first Route Sales Professional (A) will work; Sunday, Monday, Tuesday and Wednesday. This schedule will provide for a three (3) day off schedule each week. Route Sales Professional (A) shall be a single exemption from Article 30 – Holidays, Sunday Delivery restriction.

The second Route Sales Professional (B) will work; Wednesday, Thursday, Friday and Saturday. This schedule will provide for a three (3) day off schedule each week.

The workweek for super Route Sales Professionals shall be four (4) days each. The two Route Sales Professionals shall split the commission equally, it is agreed that the definition of “one (1) additional days pay” in Article 30 of the Agreement, when applied to seven (7) day route sales professionals shall be one-fourth (1/4) of the route sales professional’s weekly earnings.

Employees who work the scheduled work week of five (5) days per week shall receive eight (8) hours pay or the equivalent of one-fifth (1/5) weeks’ salary for each day of; Funeral Leave, Sick Leave, Single Vacation Days, and for their Holidays. Employees who work the scheduled work week of four (4) days per week shall receive ten (10) hours pay or equivalent of one-fourth (1/4) week’s salary for each day of; Funeral Leave, Sick Leave, Single Vacation Days, and for their Holidays.

SECTION 3. Each Route Sales Professional's hours of work shall be counted daily from the time the employee reports to work and until he has completed all of his/her work and is ready to leave his/her Company’s premises.

SECTION 4. When a Route Sales Professional has performed his/her assigned work and properly serviced his/her route, he/she shall be permitted to check out and he/she shall not be called back to service his/her customers after he/she has checked out. A Route Sales Professional will not be called into work or asked to service accounts on his/her day off. After a Route Sales Professional has started his/her route, any additional products for his/her customer required because of a mistake or cut by the Company shall be delivered to the customer or to the route sales professional if an employee is available to make such deliveries.

SECTION 5. Six Day Route Operation:

In the event the Company elects to operate a six day route operation the following shall apply:

1. Six (6) day routes will be posted for bid as per the collective bargaining agreement. Where done the Company will bid all routes in the sales center.
2. The swing Route Sales Professional will work in one sales center only.
3. The starting times for each route and number of hours per week shall vary based on the structure of the route.

Route Schedule as follows:

Route 1 – Works Monday, Tuesday, Wednesday and Thursday. Off Friday, Saturday and Sunday.

Route 2 – Works Wednesday, Thursday, Friday and Saturday. Off Sunday, Monday and Tuesday.

Swing for Route 1 and 2 – Works route 1 Friday, Saturday, works route 2 Monday and Tuesday, off Sunday, Wednesday and Thursday.

The Route Sales Professionals shall be compensated the base plus the commission of four-sixth of the route that they operate. The swing Route Sales Professional shall be compensated base plus two-sixth of the commission from route 1 and route 2.

The parties agree to meet and address any issues that may arise by the implementing of the six (6) day operation. At the end of one hundred twenty (120) days the parties shall meet to evaluate the continuation of the six (6) day operation.

**ARTICLE 29
DOCK PICK UP**

A driver-employee of a customer of the Company may take delivery of private label or secondary bakery products of such customer at the dock of the Company.

**ARTICLE 30
HOLIDAYS**

SECTION 1. The following days shall be recognized as holidays:

- | | |
|--|------------------|
| New Year's Day | Labor Day |
| Memorial Day (Decoration Day) | Thanksgiving Day |
| Independence Day (July 4 th) | Christmas Day |
| Pioneer Day (July 24 th) | Personal Holiday |

SECTION 2. Employees shall receive holiday pay for the above holidays as follows:

- (a) Route Sales Professionals' base pay is to remain the same on the above named holiday weeks as on a regular five (5) day workweek. Additionally, RSP's will receive an additional one-fifth (1/5th) of their weekly commissions earned during the holiday week.

- (b) Route Rider's will receive an additional one-fifth (1/5th) of their one fifty-second (1/52) of the previous year's (W-2 earnings) or according to Section (30) (a) when running a route.
- (c) Hourly rated full-time employees shall receive eight (8) hours straight time pay.
- (d) Part-time transport employees shall receive holiday pay as follows:

<u>Normal Hours worked/week</u>	<u>Holiday pay</u>
20 – 22	4 hours
23 – 26	5 hours
27 - 31	6 hours
32 – 35	7 hours
36 hours or more	8 hours

Hours will be paid at the employee's regular hourly rate, (x) the number of normal hours worked based on the above schedule.

The Company shall make every effort to grant Personal Holiday requests and shall advise employees in writing within one (1) week of the employee submitting such request. Employees agree to give the company a minimum of fourteen (14) days request in writing unless a verifiable emergency exists. Pay for this day off will be one-fifth (1/5th) of the commission route sales professional's weekly pay.

The Company will post a Personal Holiday schedule no later than January 1st of each year and days off will be awarded based on seniority. Employees who have not made their selection by February 1st shall have their request granted on a first come, first serve basis pending availability of the day. (Seniority shall prevail in the event of requests received on the same day.) In addition, the Company shall grant the employee the option of pay in lieu of the time off. Once a request has been approved, the day off will be granted except in the case of mutual agreement between the company and the employee.

Effective with calendar year 2015, in lieu of an additional holiday, employees will receive, the first payday in December, pay equaling one (1) day. The payment, when applied to route sales professionals, shall be one-fifth (1/5th) of the route sales professional's weekly RSP pay, based on the previous year's W2 earnings. Full-time hourly employees will receive eight (8) hours straight-time pay. Part-time hourly outlet employees shall receive pay based on the table above. The aforementioned pay will be in addition to their weekly earnings for that week.

There shall be no deliveries by route sales professional on Sundays or designated holidays.

Four (4) days shall constitute a week's work for all employees in weeks within which the foregoing holidays occur.

ARTICLE 31
VACATIONS

SECTION 1. Vacation Accrument: All employees covered by the terms of this Agreement, except as otherwise specifically provided shall be entitled to one (1) week of vacation with pay upon completion of one (1) year of service with the company.

All employees shall be entitled to two (2) weeks of vacation with pay upon completion of the third (3rd) year and each year thereafter up to and including the eighth (8th) year of service.

Upon the completion of the ninth (9th) year of service, and each year thereafter, up to and including the fourteenth (14th) year of service, the employee shall be entitled to three (3) weeks of vacation with pay.

Upon the completion of fourteen (14) years of service, and each year thereafter, up to and including the twentieth (20th) year of service, the employee shall be entitled to four (4) weeks of vacation with pay.

Upon completion of twenty (20) years of service, and each year thereafter, the employee shall be entitled to five (5) weeks of vacation with pay.

SECTION 2. Vacation Pay:

RSP Employees: For Route Sales Professionals, vacation pay will include full base pay and commission calculated based on what the route runs the week of vacation.

Route Rider Employees: For Route Riders one fifty-second 1/52 of the previous year's (W-2 earnings) shall equal one (1) weeks' vacation pay.

Holiday Pay during Vacation: When a holiday occurs during the paid vacation of an employee, he/she shall be given an additional day of vacation pay in lieu of the paid holiday.

- (a) Specifically, RSPs will be paid full vacation pay (full base pay and commission calculated based on what the route runs the week of vacation) plus an additional 1/5 of vacation pay. For example, if a route runs \$1,175 in commissions for the week, the RSP will be paid \$325 (full base); \$1,175 (commission); plus \$300 (1/5 of commission and base of \$1,500) for a total of \$1,800 in the holiday week.
- (b) Route riders will be paid full vacation pay (one fifty-second 1/52 of prior year's W-2 earnings) plus an additional 1/5 of vacation pay. For example, if an employee's vacation pay for the week based on last year's W-2's is \$1,400, he/she will receive an additional \$280 (1/5 of vacation pay) for a total of \$1,680 in the holiday week.
- (c) Alternatively, when requested by an RSP/Route Rider, and at the discretion of the Company, an RSP or Route Rider who is on vacation in a holiday week will be paid holiday pay in accordance with Section 30(a)/(b) and at the RSP/Route Riders request, will be provided the opportunity to take an additional paid day off, to be taken at a mutually agreed upon date, in lieu of the additional (1/5) of vacation pay referenced in Section 30(a)/(b).

Termination of Employment: In termination cases, the vacation pay shall be computed on the basis of the weekly guarantee. If an employee is terminated after completion of one (1) year of continuous service, he/she shall be entitled to a pro-rata share of vacation on the basis of one-sixth (1/6) of a week's vacation for each two (2) months of service with the company after completion of a one (1) year qualifying period (anniversary date of employment).

If an employee is terminated after completion of three (3) years of continuous service, he/she shall be entitled to a pro-rata share of vacation pay for the year in which he/she is terminated, computed on the basis of one-sixth (1/6) of a week's vacation for each one (1) month of service from the last anniversary date of his employment.

If an employee is terminated after completion of nine (9) years of continuous employment, he/she shall be entitled to a pro-rata share on the basis of one-fourth (1/4) of a week's vacation pay for each one (1) month of service from the last anniversary date of his/her employment.

If an employee is terminated after completion of fourteen (14) years of continuous employment, he/she shall be entitled to a pro-rata share of vacation pay on the basis of one-third (1/3) of a week's vacation pay for each one (1) month of service from the last anniversary date of his/her employment.

If an employee is terminated after completion of twenty (20) years of continuous employment, he/she shall be entitled to a pro-rata share of vacation pay on the basis of five-twelfths (5/12) of a week's vacation pay for each one (1) month of service from the last anniversary date of his/her employment.

SECTION 3. Hourly Employees: For hourly paid mechanics and transport drivers, one fifty second (1/52nd) of the previous year's W-2 earnings shall equal one (1) weeks' vacation pay.

SECTION 4. No weeks shall be excluded as vacation weeks.

SECTION 5. Sickness, accidents or an authorized leave of absence shall not break the continuity of service.

Absence due to non-occupational illness/injury, layoff or other leaves shall not break continuous service for vacation pay unless such absence shall extend for more than thirty (30) days, after which such absence shall reduce vacation pay pro rata for each full week of absence starting with the thirty-first (31st) consecutive day. (Pro-ration of vacation pay based upon 1/52 formula.)

SECTION 6. Upon timely application to the Company, an employee may be granted a leave of absence, without pay, equal in time to his/her paid vacation.

SECTION 7. It is agreed that the principle of seniority shall govern the time of taking vacation whenever possible; the Company to take into consideration the efficiency of the operation of the routes and the desires of the employee in making any determination of vacation period. Vacation shall be selected on a division-by-division basis.

SECTION 8. Vacation Selection: Vacation schedules shall be posted no later than November 1st. Employees who have not made their selection by December 31st shall select from the remaining weeks available, provided that the company is given at least two (2) weeks' notice from the date of their selection. If the employee wants to pass or change their vacation date, the employee will select after the employee currently selecting their vacation has picked. As of January 1st when an employee has selected his/her choice of vacation, such selection shall not be subject to change unless by written mutual agreement between the employee, Company and Union.

Non-bargaining unit employees shall bid on a separate vacation schedule from bargaining unit employees.

At locations that support more than fifteen (15) employees, vacation selections must be made prior to twenty-four (24) hours after the employee is notified. If the employee does not make the selection at that time the next eligible employee shall be given the opportunity to select vacation. The employee who fails to pick may not use their seniority to pick week(s) selected by employees prior to their late selection. An eligible employee who is off work may designate another bargaining unit employee to select available weeks. Vacation shall be selected by seniority.

- (a) **Salt Lake City RSP's:** Salt Lake City RSP's: One (1) employee may select vacation the week before Memorial Day; one (1) employee the week before Independence Day if the holiday falls on Sunday, Monday or Tuesday; or one (1) employee during the holiday week if Independence Day falls on Wednesday, Thursday, Friday or Saturday. During the months of January, February, March, April, August, September, October, November and December, four (4) employees may select vacation in any one week. During May and July three (3) employees may select vacation in any one week. During June three (3) employees may select vacation in any one week.
- (b) **Ogden & Logan RSP's:** One (1) employee may select vacation the week before and the week of Memorial Day, Independence Day and Labor Day. Two (2) employees per week may select vacation for all other weeks of the year.
- (c) **Orem RSP's:** Two (2) employee may select vacation per week. No weeks will be closed to the selection of vacations. During May, June and July one (1) employee may select vacation in any one week.
- (d) **Nephi, Cedar City and St. George RSP's:** One (1) employee may select vacation per week. No weeks will be closed to the selection of vacations.

SECTION 9. Vacation Trades: After the December 31 date has passed, RSP's will be allowed to trade their scheduled vacation with another RSP from within their division, provided both RSP's are agreeable and they notify their supervisor at least two (2) weeks prior to the trade, as long as both parties are eligible for vacation at the time of trade.

SECTION 10. Cancel Vacation: After the December 31 date has passed, RSP s may cancel any previously selected week of their scheduled vacation. The RSP must provide at least two (2) weeks' notice to his/her supervisor of such cancellation. The RSP will then choose from the remaining open weeks within the employees' current anniversary year. If the weeks selected by the RSP are within (4) weeks of the notification, the RSP must receive manager approval. If there are no weeks available in the employees' current anniversary year, such cancellation will not be allowed. There will be no bumping of vacations.

SECTION 11. Separation of Employment:

If a bargaining unit employee separates from the company for any reason having used less vacation pay than they have earned, they will be paid out any earned vacation pay in their final check. If an associated separates from the company for any reason having used more vacation pay than the associate has earned, the pro-rated balance owed, will be deducted from his/her final payment due, except as prohibited by law.

- (a) A list will be kept on file indicating employees whose anniversary date was before January 1, 2020, who will have carryover, to include his/her start date and how many weeks of carryover they have as of January 1, 2020. At the point an employee separates from the company for any reason, their carryover (based on his/her original hire date), will be included and calculated to determine the amount of vacation owed to the employee at the time of said separation.
- (b) Any calculation issues or discrepancies will be worked out between the Company and the Union.

ARTICLE 32
BEREAVEMENT LEAVE

SECTION 1. Each of the employees covered by the terms of this Agreement shall, in the event of a death in the immediate family, be afforded three (3) workdays off, with pay, and may also use up to two (2) additional days of banked sick leave days for the purpose of bereavement. Bereavement Leave is to be used within the time period from the date of death to two weeks following the date of death at the sole discretion of the employee.

SECTION 2. Immediate family shall be defined as current husband, current wife, domestic partner, children, current stepchildren, father, mother, step-father or step-mother.

SECTION 3. The Company will grant three (3) workdays off with pay in the event of a death of an employee's brother, sister, step-brother, step-sister, grandparents, grandchildren, current mother-in-law or father-in-law, current brother-in-law or sister-in-law and current grandparent-in-law. Employees will be paid based on normal worked days. Bereavement Leave is to be used within the time period from the date of death, to two weeks following the date of death at the sole discretion of the employee.

SECTION 4. Any additional time off, if required, and approved by the Company, can be taken from the employees' vacation bank in whole week increments or without compensation at the employee's discretion.

ARTICLE 33
SICK LEAVE

SECTION 1. Full time employees covered by the terms of this Agreement shall accumulate sick leave at the rate of one-half (1/2) day per month up to a maximum of forty-eight (48) days.

SECTION 2. Part-time employees covered by the terms of this agreement and who work twenty (20) hours a week or eighty (80) hours per month shall accumulate sick leave at the rate of one-quarter (1/4) day per month up to a maximum of twenty-four (24) days.

SECTION 3. Sick leave pay shall be paid on the first (1st) day of injury or illness in the event of hospitalization, including out-patient surgery, emergency visit, "Urgent Care" visit and on the second (2nd) day of injury or illness in the event of all other non-applicable first day qualifiers. A day's sick leave pay shall not exceed one-fifth (1/5) of the employee's weekly earnings, per day missed. A doctor's certificate may be required certifying as to the employee's injury or illness, only after an employee has missed three (3) continuous days of work.

Route Riders Daily Sick Pay Calculation: Route Riders who are sick or injured while not running a route, shall be paid sick leave for time missed, based on 1/5th of 1/52nd of the previous year's W2, per day missed, or the daily minimum guarantee, whichever is greater, for eligible sick leave days.

SECTION 4. An employee who receives Utah State Industrial Compensation payments or payment from health and welfare benefits shall be paid only sick leave payments reduced by the amount of such payments. Accumulated sick leave shall be only reduced by the amount actually paid.

SECTION 5. Sick leave pay shall not be paid on employee's scheduled day off, holidays, vacation or any other day on which the employee would not have worked.

SECTION 6. The Company will pay for the cost of the physical examinations required by the Company or by law.

SECTION 7. Upon death or retirement of any employee, the Employer will pay the employee's beneficiary or retiring employee the employee's accumulated sick leave up to a maximum of twenty (20) days.

ARTICLE 34
JURY DUTY PAY

SECTION 1. After one (1) year's employment, employees who are called for jury service on a municipal, circuit, district or federal court jury shall be excused from work for the days on which they serve, and shall be paid, up to a maximum of fourteen (14) days, the difference between the fee they receive for such services and the amount of straight-time earnings lost by reason of such service. Any employee called for jury duty 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 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 and the amount of jury pay received. The foregoing jury duty shall be limited to service on one (1) jury panel in anyone calendar year.

SECTION 2. Employees subpoenaed as a witness in a court trial or lawsuit in a legally constituted court of law will be paid the difference between their regular rate of pay and whatever compensation they receive from the court.

ARTICLE 35

ATTENDANCE AT SALES MEETINGS

SECTION 1. No more than one (1) General Sales / Safety meeting, lasting no more than one (1) hour, shall be held in any five (5) week period.

SECTION 2. The Company agrees to give three (3) days' notice to driver sales representatives prior to sales meetings being held. Failure to give such notice shall excuse driver sales representatives from attending the scheduled sales meeting without discrimination or reprimand.

SECTION 3. Sales employees required to attend general sales or safety meetings on their scheduled day off shall be compensated at one-fifth (1/5th) of their weekly earnings. Sales employees will be compensated twenty-two fifty (\$22.50) per meeting for attendance at mandatory sales/safety meetings held on a normal workday.

ARTICLE 36

COMPENSATION FOR EMPLOYEES PERFORMING RESTRICTED DUTY WORK

Wages paid to commissioned employees assigned to restricted duty assignments, if available, due to work related injury shall be at the rate of eight hundred and twenty dollars (\$820.00) per week or (82%), whichever is greater. The rate for the hourly paid employees assigned to restricted duty, if available, will be paid at (82%) of their straight time hourly rate based on a forty (40) hour week if full time. The Company will also allow the employee to use any accrued sick pay to offset the differences if sick time accrual is available.

ARTICLE 37

SUBMISSION OF (DOT) DOCUMENTS

All associates whose roles are covered by the Department of Transportation (DOT) are required to turn in all DOT required information at least seven (7) days prior to expiration. If an associate fails to do so, the associate will not be permitted to work (unpaid leave), from the time of expiration date of the required documents, until the document(s) are received & accepted by the company's third party provider.

ARTICLE 38
DRIVE CAM

Video Cameras: The Company and the Union agree that the Company can install and utilize video cameras in their vehicles. Such cameras will be utilized to monitor the safe operation of the vehicles. The data recorded by outward facing cameras that is recorded and stored will be utilized in the event of accident investigations and other instances relating to safety and property security. The inward facing cameras will not be utilized for purposes of monitoring or disciplining Company employees except in cases of unsafe driving, including but not limited to when a driver is engaged in conduct in violation of state or federal law. The Company will use progressive discipline related to the use of any video camera footage—progressive discipline to be outlined as follows:

- Verbal Coaching
- Verbal Warning – in writing
- Written Warning
- Unpaid Suspension – Up to Three (3) days
- Subject to Discharge

Depending upon the offense and the employee's past record some of the above steps may be bypassed or repeated.

The progressive discipline guidelines set forth above shall be subject to any time limitations regarding discipline set forth in the parties' Collective Bargaining Agreement.

Any discipline taken will be subject to the grievance and arbitration procedure of the party's collective bargaining agreement and the Company shall bear the burden of proof in all such cases.

ARTICLE 39
CONTRACT OPENER FOR TWO-STEP

Upon mutual agreement, the parties may meet during the life of this Agreement to revisit discussions on multistep. In the event there is no written mutual agreement reached, all terms and conditions of this Collective Bargaining Agreement shall remain unchanged and in full force and effect. Furthermore, neither party may resort to utilizing any economic weapon (e.g., lockouts, strikes, etc.) related to discussions under this provision.

ARTICLE 40
TERM OF MASTER AGREEMENT / ADDENDUMS

SECTION 1. The term of this Agreement / Addendums shall commence as of January 2, 2022, and continue through 18th of April, 2027, and for additional periods of one (1) year thereafter, with the provision that should either party desire to terminate this Agreement / Addendums 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 18th of April, 2027, or the end of any subsequent yearly period, that the party giving such notice desires either to terminate the Agreement / Addendums 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 18th day of April, 2027, 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 / Addendums covered in the notices of desire to amend shall begin not 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 / Addendums 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' notice to the other, may terminate said contract.

Signed this 29 day of June, 2023.

FOR THE COMPANY:
BIMBO BAKERIES USA, INC.

Eric Bonawitz

FOR THE UNION:
TEAMSTERS LOCAL 222

[Signature]
Marley Cowie

BIMBO BAKERIES USA, INC
GARAGE MECHANICS ADDENDUM
TO THE MASTER AGREEMENT

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THIS ADDENDUM is Supplemental to the Master Agreement and is made and entered into, by and between the Company, Bimbo Bakeries USA, Inc. and the Union, Teamsters, Chauffeurs, Warehousemen and Helpers Local Union 222, Salt Lake City, Utah. All articles incorporated in and made a part of the current Master Agreement between “The Company” and “The Union” shall apply to the Garage Mechanic Employees and made a part of this Agreement as though expressly incorporated herein. Unless specifically identified within this Addendum, all Articles and provisions contained within the (Master) agreement will apply to the Garage Mechanic Employees.

ARTICLE 1
SAFETY AND HEALTH

SECTION 1. The Company agrees to maintain all machinery in a safe operating condition and to maintain safety devices to protect the employees from injury as required under State and Federal Laws.

The Company agrees to provide and maintain a healthful condition of air in the work place with proper ventilation equipment.

SECTION 2. The Company agrees to provide the major tools and air and electrical tools one-half (1/2) inch and above. The Company agrees to maintain or replace any tool that becomes defective and the Company shall supply all working tools.

SECTION 3. Employees shall furnish their own small, hand tools as is the present practice. The Company shall replace the personal tools and toolbox of an employee in the event they are damaged due to fire or catastrophe on the Company's premises or while in the service of the Company.

SECTION 4. The Company shall provide security for employee's personal tools.

SECTION 5. The Company shall provide and maintain sanitary facilities and lockers for all employees.

ARTICLE 2
SUGGESTION BOX

The Company shall provide a suggestion box in the work place. All suggestions shall be reviewed and responded to by the Company.

ARTICLE 3
OUT-OF-TOWN OR OVERNIGHT TRIPS

The Company shall provide transportation, reasonable meals and lodging for an employee in the event the employee is required to travel and/or stay away from home overnight in the performance of his/her garamechanic duties for the Company.

ARTICLE 4
DAYS OFF

SECTION 1. Employees who have their days off or daily starting time changed without seven (7) days' 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 normal shift time.

SECTION 2. At the time of notice of days off and daily starting time, a garagemechanic, by virtue of seniority, shall be put on call. This garagemechanic, who is 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 of actual work is performed, then a guarantee of four (4) hours pay, etc. Once the actual work is performed, he/she shall be allowed to return home unless his/her regular shift is immediately following.

ARTICLE 5
WORK-WEEK GUARANTEE

SECTION 1. All employees covered by this Addendum shall be guaranteed the opportunity to work a minimum of forty (40) hours per week or paid for the same.

SECTION 2. All employees covered by this Addendum shall not be required to report for work for twelve (12) hours after each shift worked except for on-call garage mechanic.

SECTION 3. No employee shall be required to work more than five (5) hours without a lunch period, one-half (1/2) hour to be considered a lunch hour.

SECTION 4. All employees shall be provided one (1) ten (10) minute break period midway between each four (4) hours of their shift. Such breaks shall be taken without loss of pay and the employee shall not be required to make up such time.

SECTION 5. No management nor management trainee shall perform bargaining unit work. The Company shall not sub-contract to a degree that it would reduce hours or result in a layoff of bargaining unit employees.

ARTICLE 6
PART-TIME EMPLOYEE

A part-time employee shall be defined as one hired specifically to work less than eight (8) hours in anyone (1) day or less than forty (40) hours in anyone (1) week and utilized only for absenteeism and overtime hours as specified in Article 7.

ARTICLE 7
DISTRIBUTION OF OVERTIME WORK

SECTION 1. Overtime shall be offered in accordance with the seniority of the full-time employees within the department. Part-time employees may be utilized for overtime work only after all full-time employees have been offered said overtime.

SECTION 2. If overtime work is available, it shall be granted by seniority if the senior employees desire overtime, provided, however, the senior employee may refuse overtime without penalty if other employees in the department are available to do the work. But if the less senior employees are not available, the senior employees shall work by reverse seniority if requested to do so by the Company. The above will in no way guarantee the employees overtime work.

ARTICLE 8
OVERTIME & PREMIUM PAY

SECTION 1. All employees covered by this Addendum shall be compensated at the rate of time and one-half (1 1/2) for all work performed over forty (40) hours in anyone (1) week.

SECTION 2. Employees working a five (5) eight (8) hour day work week shall be compensated at the rate of time and one-half (1 1/2) for all hours worked over eight (8) in anyone (1) day.

SECTION 3. Employees working a four (4) ten (10) hour day work week shall be compensated at the rate of time and one-half (1 1/2) for all hours worked over ten (10) in anyone (1) day.

SECTION 4. Overtime may not be paid twice for overtime hours.

SECTION 5. Where in the normal course of business the Company finds it necessary to maintain a regular crew on Sunday, they shall not receive overtime rates for such Sunday work, but shall have another regular day designated as their day of rest; and if required to work on their day of rest, they shall be compensated at one and one-half (1 1/2) times the basic hourly rate of pay.

SECTION 6. All hours worked over thirty-two (32) exclusive of the holiday for those working a five (5) eight (8) hour day work week and all hours worked over thirty (30) exclusive of the holiday for those working a four (4) ten (10) hour day work week shall be compensated at one and one-half (1 1/2) times the basic hourly rate of pay, provided, all scheduled hours are worked in the holiday week.

SECTION 7. Employees working a four (4) ten (10) hour day work week shall be entitled to a holiday allowance of ten (10) hours at their regular hourly rate of pay.

SECTION 8. Employees working a five (5) eight (8) hour day work week shall be entitled to a holiday allowance of eight (8) hours at their regular hourly rate of pay.

SECTION 9. If work is performed on the holiday, they shall receive time and one-half (1 1/2) their regular hourly rate of pay for all work performed on the holiday in addition to the holiday pay.

ARTICLE 9
SENIORITY

In conjunction with the Seniority Article of the Master Agreement, the following sections pertaining to seniority provisions will also apply.

SECTION 1. Seniority shall prevail in all cases for selection of shift, daily starting times, vacation, present, new and vacated positions within the bargaining unit.

SECTION 2. Garage mechanics shall be permitted to bid job openings contained in the Master Agreement if they might be scheduled for layoff.

SECTION 3. Garage Mechanics will re-bid shifts/schedules annually, every January 1st, excluding the Lead Person / Mechanic.

ARTICLE 10
WAGES

SECTION 1. Garage Mechanics

*Current Rate: \$26.50/hr. or \$27.50/hr. with Double Endorsement Certification (DE) effective 8/16/22, raised from \$24.75/hr. (**+\$1.75/hr. or +\$2.75 with DE**).*

	<u>Date</u>	<u>Increase</u>	<u>Wage Rate</u>
Effective	Within 4 weeks of ratification	+\$2.50/hr.	\$29.00 / (\$30.00 w/DE)
Effective	1/1/2023	+\$0.50/hr.	\$29.50 / (\$30.50 w/DE)
Effective	1/7/2024	+\$0.50/hr.	\$30.00 / (\$31.00 w/DE)
Effective	1/5/2025	+\$0.50/hr.	\$30.50 / (\$31.50 w/DE)
Effective	1/4/2026	+\$0.50/hr.	\$31.00 / (\$32.00 w/DE)

An additional dollar (\$1.00) will be paid to mechanics who carry a Class “A” CDL and elect to obtain a “Doubles Endorsement”. (See total wage payment per hour above.)

SECTION 2: Garage Helper/ Utility Person

	<u>Date</u>	<u>Increase</u>	
Effective	Within 4 weeks of ratification	+\$0.45/hr.	\$20.35
Effective	1/1/2023	+\$0.45/hr.	\$20.80
Effective	1/7/2024	+\$0.45/hr.	\$21.25
Effective	1/5/2025	+\$0.45/hr.	\$21.70
Effective	1/4/2026	+\$0.45/hr.	\$22.15

SECTION 3: LUMP SUMS

a) Ratification Bonus

All active and non-probationary, full-time Mechanics, shall receive the following lump sums, subject to applicable state and federal taxes:

Effective upon ratification of this agreement: **\$2,000.00**

SECTION 4: Lead Person – Mechanic will receive one (1) dollar over and above the section (A) garage mechanic rate.

SECTION 5: Garage Mechanics will be provided an annual tool allowance of two hundred seventy-five dollars (\$275.00).

ARTICLE 11
VACATION

In conjunction with the Vacation Article of the Master Agreement, the following sections pertaining to vacation provisions will also apply.

After all full weeks of vacation have been selected, employees will be able to split one, unselected vacation week into single day selections. Single day selections will be selected according to seniority, only after all employees have had the opportunity to select their full weeks. Regardless of the number of weeks available, only one vacation week, per employee will be allowed to be split into single days.

NOTES

BIMBO BAKERIES USA, INC
MERCHANDISER ADDENDUM
TO THE MASTER AGREEMENT

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THIS ADDENDUM is Supplemental to the Master Agreement and is made and entered into, by and between the Company, Bimbo Bakeries USA, INC. and the Union, Teamsters, Chauffeurs, Warehousemen and Helpers Local Union 222, Salt Lake City, Utah. All articles incorporated in and made a part of the current Master Agreement between “The Company” and “The Union” shall apply to the Merchandiser Employees and made a part of this Agreement as though expressly incorporated herein. Unless specifically identified within this Addendum, all Articles and provisions contained within the (Master) agreement will apply to the Merchandiser Employees.

Merchandiser Person – An employee who merchandises or re-stocks shelves in route sales professional’s accounts. May also be required to make deliveries as needed.

ARTICLE 1
EXCLUSIONS

A. Merchandiser employees will be part of the present Master Agreement excluding the following Articles:

Articles 2, 15, 16, 22, 23, 24, 25, 26, 27, 28, 29, and 35

ARTICLE 5
SUPERVISORS WORKING

This addendum does not prohibit sales supervisors from performing either merchandiser or special work if it is required, but supervisors shall not be used for the purpose of reducing regularly scheduled hours of bargaining unit employees.

ARTICLE 6
VACATIONS

In conjunction with the Vacation Article of the Master Agreement, the following sections pertaining to seniority provisions will also apply.

Merchandiser persons shall bid vacations on a separate schedule. All weeks shall be available except for Memorial Day, July 4th, and July 24th. On these holiday weeks, only one person in the entire department will be allowed to schedule vacation.

Vacation/Labor Coverage: In the event that bread stores are understaffed, Merchandisers will be allowed to work in the same stores to cover labor shortages, provided they have the hours to do so. While working in the stores, the Merchandisers will receive their regular hourly rate.

ARTICLE 7
SENIORITY

- (a) Seniority shall prevail in the selection of available merchandiser hours.
- (b) If a Merchandiser moves to an RSP position and is subsequently laid off, they will be allowed to bump back into the Merchandiser department and will retain their total seniority status in the Merchandiser department.

ARTICLE 8
PENSION PLAN

SECTION 1. Effective January 1, 2022, the Company shall continue to pay into Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit, performing the work of a Merchandiser, for each straight-time hour compensated up to a maximum of forty (40) hours in any week for the life of the Agreement. The hourly contribution rate shall be two dollars and ninety-two cents (\$2.92) per compensable straight-time hour, which includes eighteen cents (\$0.18) for PEER 84.

SECTION 2. The contribution required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contributions for PEER 84 must at all times be six and one-half percent (6.5%) of the basic contribution and cannot be decreased or discontinued at any time.

SECTION 3. Probationary employees: For probationary employees hired on or after January 1, 2018, the Company shall pay ten cents (\$.10) per hour (nine cents [\$.09] basic plus one cent [\$.01] for PEER 84) into the Western Conference of Teamsters Pension Fund on account of each probationary employee of the bargaining unit hired after acceptance of this Agreement by the Trustees, for the first (1st) ninety (90) calendar days from initial date of hire, for each straight time hour for which compensation is paid, said amount to be computed monthly. If and when this period is completed, the full contribution rate shall apply commencing on the first (1st) day after the ninety (90) calendar-day probationary period is completed.

SECTION 4. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of the month. The Company agrees to abide by such rules as may be established by the Trustees of said Trust 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 5. Time paid (excluding overtime hours) but not worked, such as holidays, sick leave and vacation time, shall be considered as time worked for the purpose of this paragraph. By execution of this Agreement, the Company hereby agrees to the appropriate Trust Agreement necessary for the administration of the Western Conference of Teamsters Pension Trust Fund, and to accept the Trustees of such Trust, hereby waiving all notice thereof and ratifying all actions already taken, or to be taken, by the Trustees within the scope of their authority.

SECTION 6. The Company will not pay pension contributions to the Western Conference of Teamsters Pension Trust Fund on pro-rata vacation pay of terminating employees.

JBIMBO BAKERIES USA, INC.

**BAKERY OUTLET STORES ADDENDUM
TO THE MASTER AGREEMENT**

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THIS ADDENDUM is Supplemental to the Master Agreement and is made and entered into, by and between the Company, Bimbo Bakeries USA, INC. and the Union, Teamsters, Chauffeurs, Warehousemen and Helpers Local Union 222, Salt Lake City, Utah. All articles incorporated in and made a part of the current Master Agreement between "The Company" and "The Union" shall apply to the Bakery Outlet Employees and made a part of this Agreement as though expressly incorporated herein. Unless specifically identified within this Addendum, all Articles and provisions contained within the (Master) agreement will apply to the Bakery Outlet Employees.

ARTICLE 1
DEFINITIONS

SECTION 1. A regular full-time employee is an employee who works thirty-eight (38) hours or more per week.

SECTION 2. A part-time employee is an employee who normally works less than thirty-eight (38) hours per week.

ARTICLE 2
UNIFORMS

SECTION 1. In the event the Company requires employees to wear uniforms specified by him, the Company shall pay one hundred percent (100%) of the cost of said uniforms. Uniforms shall consist of trousers, blouse, or shirts, and cap, if any of these are specified by the Company. Employees shall keep their clothes in a neat, clean, and presentable condition. When uniforms are purchased under this Article, the Company will request the Union Label.

SECTION 2. For the purpose of this Article, if the Company's name, insignia, or advertising appears on any article of clothing described herein, such article or articles shall be presumed to be required by the Company, unless the Company specifically, and in writing, forbids such use of his name, insignia, or advertising.

ARTICLE 3
WAGES

SECTION 1. The hourly wages of employees by this Agreement shall be as follows on the dates set forth below:

a) **Lead Person – Retail Store:**

	<u>Date</u>	<u>Increase</u>	<u>Wage Rate</u>
Effective	Within 4 weeks of ratification	+\$1.25/hr.	\$21.21
Effective	1/1/2023	+\$0.50/hr.	\$21.71
Effective	1/7/2024	+\$0.50/hr.	\$22.21
Effective	1/5/2025	+\$0.50/hr.	\$22.71
Effective	1/4/2026	+\$0.50/hr.	\$23.21

b) Head Retail Store Clerk

	<u>Date</u>	<u>Increase</u>	<u>Wage Rates</u>
Effective	Within 4 weeks of ratification	+\$2.00/hr.	\$17.21
Effective	1/1/2023	+\$0.50/hr.	\$17.71
Effective	1/7/2024	+\$0.50/hr.	\$18.21
Effective	1/5/2025	+\$0.50/hr.	\$18.71
Effective	1/4/2026	+\$0.50/hr.	\$19.21

c) Retail Store Clerks

	<u>Date</u>	<u>Increase</u>	<u>Wage Rates</u>
Effective	Within 4 weeks of ratification	+\$1.25/hr.	\$15.21
Effective	1/1/2023	+\$0.50/hr.	\$15.71
Effective	1/7/2024	+\$0.50/hr.	\$16.21
Effective	1/5/2025	+\$0.50/hr.	\$16.71
Effective	1/4/2026	+\$0.50/hr.	\$17.21

If a Lead Person or Head Retail Store Clerk are on vacation and the other needs to work alone, said employee will receive an additional two dollars (\$2.00) per hour for all hours worked while the other is on vacation.

SECTION 2: LUMP SUMS

a) Ratification Bonus

All active and non-probationary, full-time Bakery Outlet Clerks, shall receive the following lump sums, subject to applicable state and federal taxes:

Effective upon ratification of this agreement: **\$1,500.00**

ARTICLE 4
WORK WEEK, OVERTIME PAY

SECTION 1. The regular work week shall consist of five (5) days within a Sunday to Saturday week. Senior employees will be given preference in selection of days off.

SECTION 2. All time worked in excess of eight (8) hours, exclusive of lunch periods, shall be paid at the rate of time and one-half, or forty (40) hours per week.

SECTION 3. Part-time employees and casual employees shall not be used to deprive an employee of a full week's work when the Company has the work available to schedule a full week's work.

SECTION 4. Sunday work will be paid at the straight time rate of pay. Sunday work will be distributed on the basis of seniority on a rotating basis with the most junior employee required to work, then the next most junior employee on a weekly basis.

SECTION 5. No employee shall suffer a reduction in hours based on his/her or her bid. In the event a reduction in store hours is necessary, the Company, when possible shall notify the employee two weeks in advance and bid the affected jobs.

SECTION 6. The Company shall have the right to establish a four (4) day work week with overtime paid after forty (40) hours in any one (1) week.

SECTION 7. Employees working a four (4) or five (5) hour shift will be permitted to take up to fifteen (15) minutes of break-time provided such break-time does not cause a disruption to the business.

ARTICLE 5
REDUCTION IN PAY

Any employee who, prior to the execution of this Addendum, was receiving pay in excess of that provided herein, shall not suffer a reduction of pay as a result of the operation of this Addendum.

ARTICLE 6
VACATIONS

SECTION 1. All Bakery Outlet employees covered by the terms of this Addendum except as otherwise specifically provided shall be entitled to one (1) week of vacation with pay upon completion of one (1) year of service with the Company; two (2) weeks of vacation with pay upon completion of the second (2nd) year of service; three (3) weeks of vacation with pay upon completion of eight (8) years of service; four (4) weeks of vacation with pay upon completion of fourteen (14) years of service; and five (5) weeks of vacation with pay upon completion of twenty (20) years of service.

SECTION 2. Vacation pay for full-time employees will be forty (40) hours at the straight time hourly rate. Part-time employees will be paid a pro-rata vacation based on the weekly average hours normally scheduled during the preceding twelve (12) months.

SECTION 3. All employees terminating their employment with the Company for any reason after completing twelve (12) months of continuous service shall receive vacation pay upon termination on a pro-rated basis as follows:

If the termination occurs at least three (3) months but less than six (6) months after the anniversary date, employee shall be paid one-fourth (1/4) of regular vacation pay. If termination occurs six (6) months but less than nine (9) months after anniversary date, employee shall be paid one-half (1/2) of regular vacation pay; and if termination occurs more than nine (9) months after anniversary

date, but before the next anniversary date, employee shall be paid three-fourths (3/4) of regular vacation pay.

SECTION 4. Preference in the taking of vacations shall be according to bargaining unit seniority of employment. Vacations will be selected from a vacation calendar and employees will have the option to forego their selection until a later date. At that point, the next senior employee will make their selections and so on, until all employees have had an opportunity to select their vacation. After the initial selection process, employees may pick their remaining selections on a first come basis and there will be no bumping of vacations.

SECTION 5. All bakery outlet employees having three (3) weeks or more vacation may use one week, one day at a time, if they so desire, excluding weekends and holidays.

SECTION 6. No employee will be forced to change his/her previously scheduled vacation due to the lack of adequate vacation coverage.

SECTION 7. In the event that bread stores are understaffed, Merchandisers will be allowed to work in the same stores to cover labor shortages, provided they have the hours to do so. While working in the stores, the Merchandisers will receive their regular hourly rate.

ARTICLE 7 **HOLIDAYS**

SECTION 1. All regular full-time and regular part-time employees shall be granted the following holidays without reduction in pay:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day (July 4 th)	Christmas Day
Pioneer Day (July 24 th)	Personal Holiday

Effective January 1, 1989, in lieu of Veteran's Day, the Company agrees to grant one (1) additional day's pay at the time of the first week of vacation.

SECTION 2. The day observed by the Federal Government as the holiday will be considered as the holiday for purposes of this Agreement.

SECTION 3. If the Company requires an employee to work on the holiday, the employee shall be paid at the rate of time and one-half (1 1/2) per hour worked on the holiday in addition to holiday pay or at the option of the employee, the employee shall be given a day off with pay in lieu of the holiday.

SECTION 4. If a holiday listed above occurs during an employee's vacation, the employee shall be paid one (1) day's pay in addition to his vacation pay.

SECTION 5. The Company shall post the work schedule for a holiday week, two (2) weeks prior to such week.

SECTION 6. Holiday pay for regular part-time employees shall be prorated on the basis of their normally scheduled work week as shown on the following schedule:

<u>Hours Worked Per Week</u>	<u>Holiday Pay</u>
20-23	4 hours
24 -27	5 hours
28 -31	6 hours
32 -35	7 hours
36 hours and over	8 hours

ARTICLE 8
PENSION PLAN

SECTION 1. Effective within 4 weeks of ratification, the Company shall continue to pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each straight-time hour compensated up to a maximum of forty (40) hours in any week. The hourly contribution rate shall be two dollars, seventy-seven cents (\$2.77) per compensable straight-time hour, which includes seventeen cents (\$0.17) for PEER 84.

Effective January 1, 2024, the Company shall continue to pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each straight-time hour compensated up to a maximum of forty (40) hours in any week. The hourly contribution rate shall be two dollars, eighty-seven cents (\$2.87) per compensable straight-time hour, which includes seventeen cents (\$0.17) for PEER 84.

Effective January 1, 2025, the Company shall continue to pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each straight-time hour compensated up to a maximum of forty (40) hours in any week. The hourly contribution rate shall be two dollars, ninety-seven cents (\$2.97) per compensable straight-time hour, which includes eighteen cents (\$0.18) for PEER 84.

Effective January 1, 2026, the Company shall continue to pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each straight-time hour compensated up to a maximum of forty (40) hours in any week. The hourly contribution rate shall be three dollars seventeen cents (\$3.17) per compensable straight-time hour, which includes nineteen cents (\$0.19) for PEER 84.

SECTION 2. The contribution required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contributions for PEER 84 must at all times be six and one-half percent (6.5%) of the basic contribution and cannot be decreased or discontinued at any time.

SECTION 3. Probationary employees: The Company shall pay ten cents (\$.10) per hour (nine cents [\$.09] basic plus one cent [\$.01] for PEER (84) into the Western Conference of Teamsters Pension Fund on account of each probationary employee of the bargaining unit hired after acceptance of this Agreement by the Trustees, for the first (1st) ninety (90) calendar days from initial date of hire, for each straight time hour for which compensation is paid, said amount to be computed monthly. If and when this period is completed, the full contribution rate shall apply commencing on the first (1st) day after the ninety (90) calendar-day probationary period is completed.

SECTION 4. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of the month. The Company agrees to abide by such rules as may be established by the Trustees of said Trust 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 5. Time paid (excluding overtime hours) but not worked, such as holidays, sick leave and vacation time, shall be considered as time worked for the purpose of this paragraph. By execution of this Agreement, the Company hereby agrees to the appropriate Trust Agreement necessary for the administration of the Western Conference of Teamsters Pension Trust Fund, and to accept the Trustees of such Trust, hereby waiving all notice thereof and ratifying all actions already taken, or to be taken, by the Trustees within the scope of their authority.

SECTION 6. The Company will not pay pension contributions to the Western Conference of Teamsters Pension Trust Fund on pro-rata vacation pay of terminating employees.

NOTES

**Letter of Understanding
Merchandiser Addendum**

This letter is being written to confirm the Company's intention regarding the status of the merchandiser position. Merchandisers will be excluded from health and welfare.

The only employee that is an exception within this classification and would be eligible for health and welfare is Larren Flint, who is red circled as a full-time employee at the time the language was implemented in the contract.

Bimbo Bakeries USA, Inc.,
a Delaware corporation

Eric Bonawitz

Teamsters Local 222:


Marty Cusi

LETTER OF UNDERSTANDING
Beaver Transport Drivers

At any point that the Salt Lake facility is fully staffed, and the company is unable to fill the Beaver run with an employee domiciled near Beaver, the run will be then bid out of the Salt Lake transport facility, until such time the Beaver run can be filled by a full-time driver domiciled in Beaver.

Bimbo Bakeries USA, Inc.,
a Delaware corporation

Eric Bonawitz

Teamsters Local 222:



Marty Cowan

BIMBO BAKERIES USA, INC.
LEGACY BIMBO DISTRIBUTION

ADDENDUM TO THE MASTER AGREEMENT

Upon the Company providing legacy BBU brands/products distribution rights to bargaining unit employees previously carried by Independent Operators operating from the Saint George & Cedar City sales centers, the following will apply. Examples of legacy BBU brands include Thomas, Oroweat and Entenmann's.

- A. It is understood that the Company will have the option to distribute Entenmann's products to small format customers (e.g., convenience stores, drug stores and mom and pop accounts) via alternative distribution methods outside the contract, as long as an RSP doesn't already service said account.
- B. It is understood that the Company will have the option to distribute Boboli products via DSD, using RSPs at a commission rate of seven percent (7%); or by warehouse drop or central distribution center drop with no future commission obligations. RSPs will not be responsible for stocking, handling or facing Boboli product delivered as warehouse drop.
- C. At least two (2) weeks before the go-live date, the Company will provide an outline of all the new routes.
- D. At least two (2) weeks before the go-live date, the Company will assign a designated time for each Route Sales Professional to bid, using their seniority, on any available route within their sales center.
- E. Route bids described above will not be subject to the one-year bid limitation language contained in Article 11, Section 4.
- F. Effective with the distribution of the above named brands, the **branded** commission rates with full service for Route Sales Professionals domiciled at the above named sales centers will be eight point seven percent (8.7%) for **existing brands** and seven percent (7%) for **new brands**;

Club Store commission will be seven and seven eights percent (7.875%) for existing brands and seven percent (7.0%) for **new brands**;

And **non-BBU Brands** commission will be six and half percent (6.5%).

Granny's Delight Bread commission will be at seven percent (7%).

G. Route Sales Professionals Pay Guarantee:

The Company would provide a twenty-six (26) week pay guarantee that would be based on the difference between what the RSP earned on average in base and commission in the fifty-two (52) weeks prior to the restructure, versus what they earn in base and commission after the restructure.

Only full workweeks will be counted for comparison purposes. * (For example, if an RSP is out for “on leave”, etc. for 4 weeks during the prior 52 weeks, the Company will use the average base and commission for that RSP over the prior 48-week period).

Route Riders Pay Guarantee:

The Company would provide a 26-week pay guarantee that would be based on the difference between what the Route Rider earned on average in base, commission and/or daily/weekly minimums, if applicable, in the fifty-two (52) weeks prior to the restructure, versus what they earn in base and commission after the restructure.

Only full workweeks will be counted for comparison purposes. (For example, if a Route Rider is out for on leave for 4 weeks during the prior 52 weeks, the Company will use the average base and commission for that Route Rider over the prior 48-week period)

Guarantee Payment to RSP/Route Rider Employees:

Any monies owed per the guarantee will be paid after each eight (8) week period following the restructure, for twenty-six (26) weeks total.

Exception to the “Guarantee”:

If an RSP / Route Rider selects a route within his/her sales center that is projected to earn less than what he/she made in base and commission (RSP) or in base, commission and / or daily / weekly minimums (Route Riders), if applicable, on average, in the prior fifty-two (52) weeks, when there is a route available to select that is projected to pay as much or more, the RSP / Route Rider will not receive the guarantee. The 52 week base + commissions average will be provided to all RSP’s/Route Rider’s, before the new routes are posted for bid.

- H.** If, after two years following the restructure, total commission earnings for the above-referenced sales centers are below the earnings for the sales centers for two years prior to the restructure, the Union shall have the right to re-open the contract for purposes of bargaining new commission rates, that will bring total commission earnings up to the level prior to the restructure.

The above noted revisions to the collective bargaining agreement reflect agreement to proposals submitted by the Company and Union. The agreement has the recommendation of the Company and Union as evidenced by their signatures below.

First year wage increases will be retroactive to December 31, 2017 for associates active on the date of ratification.

Bimbo Bakeries USA, Inc.,
a Delaware corporation

Eric Bonawitz

Teamsters Local 222:


Marty Coneri

LETTER OF UNDERSTANDING
ROUTE SPLITTING

If a route is not being served because of an absent associate, the Company may assign that RSPs stops to other appropriate routes that are geographically and reasonably located to the RSPs route. In that regard, the route will be assigned as followed:

- (1) If there is a call-off/leave of absence/etc, a Vacation Relief, if available, will run the route for the day. If a Vacation Relief is not available, the Employer will allow the RSPs to run the stops voluntarily. If no RSP volunteers to run the route, the Employer will have a manager run the route. The Volunteering RSP, will not be required or asked to break down the stop/s.
- (2) If the call-off/leave of absence/ etc. is for more than twelve (12) weeks, the Employer will have the option to fill the position with a vacation relief.

This LOU is intended to cover unaccounted absences such as, but not limited to: sick days, disability, or worker's compensation. The associate will follow usual store service procedures when serving the stop(s), which includes removal of out of code product.

RSPs shall receive regular commissions as provided for under the CBA for stops served per this LOU and will not be charged the returns on that account for that added stop. Vacation Relief covering routes shall be paid per the Collective Bargaining Agreement.

In the event the Company temporarily redistributes stops from a route per this LOU, this redistribution will not force a rebid or trigger any guaranteed payments described in the CBA.

Bimbo Bakeries USA, Inc.,
a Delaware corporation

Eric Bonawitz

Teamsters Local 222:


Marty Cowie

LETTER OF UNDERSTANDING **ATTENDANCE POLICY**

Section 1: The attendance rules are effective in order that the company and employees understand what is expected of each other, regarding employee's attendance at work. Employee attendance will be monitored daily, based on the number of chargeable and non-chargeable occurrences during a revolving twelve (12) month period of employment beginning with the first absence. Attendance discipline will be administered separately from performance or safety discipline and will be structured as follows:

Chargeable Points

1. Reporting to work past scheduled starting time (1/2 point). (Transport, Bread Stores)
2. Hourly Employees leaving work prior to completion of shift (unless pre-approval from supervisor) (1/2 point)
3. Absence for personal business or professional appointments. (1 point)
4. Absence due to non-verifiable illness/non-verifiable injury. (1 point)
5. Un-excused absence of volunteer scheduled overtime and / or mandatory overtime in reverse seniority. (1 point) (Transport)
6. No call, no show, for each occurrence (1st event = written warning, 2nd event = suspension, 3rd event = termination. (2 points) Three (3) consecutive days of no call, no show, employee is subject to discharge.

Employees calling off are expected to call their designated supervisor. If their supervisor doesn't answer, a text or voicemail notifying them of the call-off will suffice.

NOTE: An entire shift need not be lost for an occurrence to be charged. An absence continuing for more than one shift for the same illness or injury will be counted as one (1) occurrence.

Non-Chargeable Points

1. Absence when Sick Leave, Bereavement or Leave is approved.
2. Absence due to leave of absence.
3. Absence due to disciplinary reasons.
4. Absence due to subpoena.
5. Absence due to voluntary involvement in Employee Assistance Programs or Drug and Alcohol Treatment Programs.
6. Absence due to physician prescribed work restrictions that include visits to a doctor or medical professional, or work hours reduced by either a physician or medical professional.
7. Family Medical Leave Act (FMLA) or other authorized Leave.

8. Any other absence authorized by the company.

Section 2: The progressive disciplinary schedule for absences during each rolling twelve (12) month period of employment will be as follows.

1. Two (2) points, a verbal written warning will be issued.
2. Four (4) points, a written warning will be issued.
3. Six (6) points, a (0) day lost suspension will be issued.
4. Eight (8) points, within rolling twelve-month period, employee will be subject to termination.

Section 3: "No-Call/No-Show": No call, no show, for each occurrence (1st event = suspension, 2nd event = termination. A no-call/no-show will be defined as any employee who does not notify his/her supervisor under the following provisions:

- 1) RSP's - no/call, no/show without a call/text/voicemail to a supervisor/employer, notifying him/her of their absence prior to noon of the day in question.
- 2) Hourly employees - no/call, no/show without a call/text/voicemail to a supervisor/employer, notifying him/her of their absence prior to the midway point (mid-shift) of their shift.

No-call/no-show calls to the employer/supervisor can be made by the employees' spouse, family member or significant other.

No-call/no-shows will be administered separately from all other discipline including progressive attendance discipline.

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