

MASTER DAIRY AGREEMENT

Period Covered

May 1, 2024 to April 30, 2029

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**Central Conference of Teamsters
MASTER DAIRY AGREEMENT**

ARTICLE 1 - Scope of Agreement

The Employer herein shall be defined to be the

located at _____
_____ (Street) _____ (City) _____ (State)

Section 1.2

The Employer is defined above for its fluid milk and/or ice cream plant or other products processed on these premises agrees to recognize and does herein recognize the Central Conference of Teamsters and Local Union _____ affiliated with the International Brotherhood of Teamsters, as the exclusive bargaining agency for those classifications of employees presently included in the respective unit now represented by said Local Union _____ and recognized by the aforesaid Employer as more fully set forth in the Addendum attached hereto, to which the aforesaid Employer is a party.

Section 1.3

The aforesaid is not binding upon other Employers or other units of an Employer signatory hereto.

ARTICLE 2 - Union Shop and Dues

Section 2.1

(a) The Employer agrees to, or will allow shop stewards reasonable time to, issue to each new employee covered under the Master Dairy Contract, the Local Union's membership card, D.R.I.V.E. card and check-off card during the employee's orientation period. All present employees as defined above who are members of the Local Union on the effective date of this subsection or on the date of execution of this Agreement whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act but not retroactively.

(b) When the Employer needs additional employees he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.

(c) No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

If any agency shop clause is permissible in any state where the other provisions of this Article cannot apply, the following Agency Clause shall prevail.

1. Membership in the Local Union is not compulsory, employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit, subject to state law. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

2. Membership in the Local Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

3. In accordance with the policy set forth under subparagraphs (1) and (2) of this Section all employees shall as a condition of continued employment pay to the Local Union, the employees exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its regular and usual dues. For existing employees, such payment shall commence thirty-one (31) days following the date of execution of this Agreement and for new employees, the payment shall start thirty-one (31) days following the date of employment.

(d) Nothing contained in this section shall be construed so as to require the Employer to violate any applicable law.

(e) In those instances where subsections (b) and (c) hereof may not be validly applied, the Employer agrees to recommend to all employees that they become members of the Local Union and maintain such membership during the life of this Agreement to refer new employees to the Local Union representative, and recommend to delinquent members that they pay their dues since they are receiving the benefits of this contract.

Section 2.2

A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) day trial basis or such further period as may be agreed upon between the Employer and the Local Union, during which period he may be discharged without further recourse provided, however, that the Employer may not discharge or discipline for the purpose of evading the seniority provisions of this Agreement or discriminating against Union members. After thirty (30) days or such further period the employee shall be placed on the regular seniority list.

In the case of dispute, other than discipline or discharge, within the probationary period the employer shall notify the Local Union in writing.

Section 2.3

The Employer agrees to deduct from the pay of all employees covered by this Agreement dues, initiation fees, and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month for which deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. The Local Union shall furnish the Employer a list of those for whom dues and/or uniform assessments shall be checked off.

ARTICLE 3 - Stewards

Section 3.1

(a) The Employer recognizes the right of the Local Union to designate a reasonable number of job stewards and alternates from the Employer's seniority list of employees.

(b) The authority of job stewards and alternates so designated by the Local Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with his Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement;

2. The collection of dues when authorized by appropriate Local Union action;

3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information,

(a) have been reduced to writing, or

(b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

(c) The job steward or his alternate may process grievances with his Employer in accordance with the grievance procedure hereinafter described with due consideration of time spent on such matters and the non-interruption of work or the plant or the employees.

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

(e) Employer recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, work stoppage in violation of this Agreement or any other action interfering with or interrupting the Employer's business.

ARTICLE 4 - Absence

Section 4.1 - Time off for Union Activities

The Employer agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights and without pay, to any employee appointed by the Union to attend a labor convention or other similar conference or other Union activities, provided seven (7) calendar days written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for union activities, due consideration shall be given to the number of individuals affected in order that there shall be no disruption of the Employer's operations due to lack of available employees and that the Employer shall not incur any additional costs as a result of granting such request for time off for Union activities.

Section 4.2 - Leave of Absence

Any employee desiring leave of absence from his employment must secure written permission from the Employer.

The maximum leave of absence shall be for thirty (30) days and may be extended for like periods by mutual agreement.

During the period of absence the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury, where such leave is granted, shall not result in the loss of seniority rights, except that the employee shall be required at not

more than six (6) months intervals to provide said proof of his inability to work as a result of such sickness or injury. If the employee wishes to maintain benefits under the Health and Welfare and Pension programs during his leave, he shall make suitable arrangements for the continuation of payments at the employee's expense there under before the leave is approved by either the Local Union or the Employer. Employees on leave of absence shall not be entitled to holiday or vacation pay unless otherwise earned.

Section 4.3

Any employee retiring from the Employer under the Central States Southeast and Southwest Areas Pension Plan will be considered on a leave of absence until such time the pension is approved. If any discrepancy arises, Employee and Employer must meet all requirements in Section 4.2

Section 4.4

The Employer and the Union agree to comply with all the provisions within the Family and Medical Leave Act, and state and local laws or regulations regarding paid leave.

Section 4.5 – Public Health Leave

In the event of a public health crisis, the Employer will comply with all federal, state and local ordinances and regulations related to such crisis. At the Union's request, the Employer will meet and confer with the Local Union representatives to discuss any additional policies.

ARTICLE 5 - Seniority

Section 5.1

(a) The following seniority rules shall apply, where applicable to Plant employees and Truck Drivers (not including route driver salesmen): Local Management and Local Union shall determine whether this provision shall apply within recognized departments or the entire plant at each location within the bargaining unit, and shall so specify in the Addenda to this Master Agreement. When capable of performing the work, seniority shall prevail for regular employees within such plant or departments as set forth in the addendum attached hereto.

(b) In reducing forces or layoffs because of lack of work or legitimate cause, the last employee hired shall be the first employee laid off. In returning to work the last employee laid off shall be the first employee rehired in accordance with the Addendum.

(c) It is mutually agreed that when a vacancy occurs, other than a plant foreman, the job hours and recreation day shall be posted on the time clock immediately and for five (5) consecutive days, so that the employees covered by this Agreement may bid on same. The job vacancy, if any,

created by original job vacancy shall also be subject to bid but the Employer shall have the right to fill the vacancy, if any, created by second job vacancy, with an employee of his own choosing without creating another vacancy subject to bid (Local Union to receive copy of the posting). The employee agrees to provide contact information, how he/she will be contacted if on any approved time off work so that the Employer will notify him of the vacancy, if the contact information is different than that currently on file with the Company.

All bids shall be in writing and filed in a sealed envelope with the Employer within the five (5) day period. If no bid is received within the five (5) day period, the Employer shall have the right to fill the vacancy without bid. Employees filing must be qualified to hold job for which bids are filed, and the jobs shall be awarded to the qualified employee having the greatest seniority with Employer under this Agreement. If Employer questions the qualifications of any employee who has filed a bid, his qualifications shall be determined by the Employer before the job is awarded. If no qualified employee bids, the Employer may fill the position with a qualified person from another source. The Employer agrees to fill the vacancy within seven (7) consecutive days after the award is granted. Bid shall be opened the day after the closing of bids in the presence of the employees bidding, a Local Union official or Union Steward and a Company official.

Where employee is awarded a job under a bid and where the job is eliminated, or the employee is unable to properly perform the duties of the job after having been given thirty (30) working days to learn the job, or earlier if determined by management, he shall be transferred to a job of his former classification at his former rate of pay. Employer shall also have the sole right to fill jobs or vacancies in jobs which are not subject to bid. No employee shall be permitted to bid on a vacancy unless such employee has completed their probationary period. When an employee bids for a job vacancy and is awarded such job, such employee shall not be permitted to bid for another vacancy for a period of one (1) year except by mutual agreement. However, if the job received by successful bidder is eliminated before the one (1) year period has expired, then said employee shall be eligible to bid for a vacancy.

(d) Seniority shall prevail in the choice of vacations; however, the parties recognize that in scheduling vacations, the Employer shall necessarily consider the qualifications of the employees involved in order that qualified employees shall be retained on the working force at all times.

Section 5.2

(a) The seniority categories and bidding procedure for route driver salesmen shall be determined by the Addenda.

(b) The Employer shall follow seniority with respect to layoffs in each of the above categories at the respective locations involved.

(c) Seniority shall prevail in choice of vacation periods. However, the Addenda shall provide for the groups in which seniority shall be exercised for this purpose.

Section 5.3 - Definition of Terms and Other Provisions Relative to Seniority

(a) A seniority list shall be prepared for each location in accordance with the recognized department or plant. Seniority shall apply only to regular employees and shall be determined by the length of service with the Employer from the date of his last employment. Any dispute with reference to seniority shall be processed through the grievance procedure.

(b) An employee's qualification shall be determined by the Employer. Such determination shall be subject to the grievance procedure.

(c) Seniority shall be broken only by discharge, voluntary quitting, or layoff for more than three (3) years. Employees on layoff shall not accumulate seniority for any purpose. In the event of layoff an employee so laid off shall be given one (1) week's notice of recall, by certified mail, to his last known address and during that week the employee must notify the Employer of his intention to return within two (2) weeks from date of letter. In the event the employee fails to make himself available for work at the end of said two (2) weeks he shall lose all seniority under this Master Agreement.

(d) An employee who leaves the classification of work covered by this Master Agreement, but remains in the employ of the Employer in some other capacity, may retain seniority rights upon returning to the original unit providing that he returns within a period of time agreed upon between local management and the Local Union. In the absence of such express agreement, such employee shall lose all seniority rights.

(e) When an employee voluntarily transfers (not to include transfers resulting from bids) from one department in a plant or category of route to another department in plant or category of route:

1. He shall not thereafter bid for (1) year, except by mutual consent.

2. New department seniority and requests for reinstatement in his original department shall be subject to local addendum.

ARTICLE 6 - Maintenance of Standards

Section 6.1

The Employer agrees that all conditions of employment in its individual operations relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Master Agreement, unless otherwise agreed to in the addenda negotiations. The conditions of employment shall be improved wherever specific provisions for improvement are made in this Master Agreement. It is

agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Master Agreement if such error is corrected within ninety (90) days from the date of error. No other operation shall be bound by the voluntary acts of another operation when it may exceed the terms of this Master Agreement.

Section 6.2

Local Union and local management shall reduce to writing at the time of negotiating Addenda for their respective bargaining units better conditions, if any, protected by this Article. Any disagreement between the Local Union and local management with respect to these conditions shall be subject to all provisions of Article 7. All such written agreements with respect to better conditions shall be filed with the Central Conference of Teamsters or another location designated by the Conference.

Section 6.3

Recognizing that the Employer during the period of this Master Agreement may install new types of equipment, change equipment and methods of plant operation, remodel or construct new plants or facilities and manufacture and sell new products, the following procedure will be followed in establishing wage rates for any new or changed jobs created or setting commission rates, if any, for new products to be sold:

(a) Local Management will set wage rate for any new or changed job. Such rate shall be commensurate with the rate in effect for comparable jobs requiring relative skill and working conditions. Local Management will set a commission rate, if any, at the time a new product is introduced for sale.

(b) Should the Local Union disagree with the wage or commission rate set by Local Management, it shall notify Local Management in writing of its desire to negotiate the rate between thirty (30) and sixty (60) days following the effective date of such new rate.

(c) If unable to agree on the new rate, either party may appeal immediately to the Joint State Committee under Section 7.3, if one exists, otherwise to the Joint Area Committee under Section 7.6.

ARTICLE 7 - Grievance Procedure and Arbitration

Section 7.1

Disputes or grievances arising under this Agreement shall be divided into the following categories:

(a) Disputes or grievances arising out of the interpretation of this Agreement, exclusive of any Addenda.

(b) Disputes or grievances arising out of the interpretation of the Addenda to the Agreement.

(c) The Union and the Company agree that there shall be no strike, lockout, tie-up, or legal proceedings without first using all possible means of settlement as set forth below:

If negotiations between the Union and the Company have become deadlocked upon or after the expiration of the contract, a request shall be made to the Joint Area Committee by either party, to convene a "special" panel to assist in further negotiations. Such meeting shall be scheduled within ten (10) days of the notification or later if mutually agreed to by both parties.

The panel shall not have the authority to impose a contract upon a deadlocked addenda but may give their recommendation. Additionally, grievances shall be processed in accordance with the timeframes outlined in this Article. No grievance shall be held in abeyance pending the outcome of an administrative, court, or any other proceeding or investigation unless mutually agreed upon by the parties.

It is agreed by the parties that all disputes or grievances shall be settled in accordance with the procedure outlined as follows in this Article:

Section 7.2

Any dispute or grievance shall first be acted upon by the employee and the steward if requested by the employee and the employee's immediate supervisor.

Section 7.3

If the complaint is not resolved in Section 7.2, then within seven (7) days of its occurrence, or the party's awareness thereof, it shall be reduced to writing by the complainant on a form provided by the Union and submitted to authorized representatives of the Local Union, and the local plant manager who shall meet within three (3) days and endeavor to resolve the complaint. In the event that such complaint is not submitted in writing within the prescribed seven (7) days period, said complaint shall automatically be decided in favor of the defending party. The Employer and Union shall provide all evidence at the Local Level Meeting. Any evidence not provided at this Local Level hearing shall not be allowed at Joint Area Committee. In addition, no documentary evidence will be presented at any arbitration if that evidence was not presented at the Joint Area Committee, unless the evidence was not reasonably available at the time of the Joint Area Committee.

Section 7.4

In the event that the matter cannot be decided by the parties referred to above within a period of three (3) days after the filing thereof, it shall then become the duty of the local plant manager and the principal representative of the Local Union to meet and to earnestly endeavor to reach a satisfactory settlement of the matter within another period of three (3) days. It is agreed that any settlement reached by these two parties shall be final and binding on the Local Union and the Company at the particular plant involved.

Section 7.5

In the case of grievances under 7.1 (b) and in the event that the Plant Manager and the principal representative of the Local Union or his designate cannot reach an agreement after a three (3) day period of time (subject to extension as above) and an earnest effort on their part, the complaint together with the positions of the respective parties, shall within five (5) days be submitted in writing to a Joint State Committee, if one exists, otherwise to the Joint Area Committee under Section 7.6. The Joint State Committee shall meet within ten (10) days of receipt of this notification, unless extended by mutual agreement. Any decision reached by a majority of the members of the committee shall be final and binding on the parties. Only the evidence submitted by either the Union or employer prior to the Joint Area Grievance Committee hearing may be presented at such hearing.

Section 7.6

Disputes or grievances not settled after resort to Section 7.5 or disputes or disagreement under 7.1 (a) and 7.1 (c) shall be submitted in writing within ten (10) days to a Joint Area Committee.

The Joint Area shall convene quarterly or bi-monthly meetings, commencing with January, scheduled by the Director of the Food Processing and Dairy Division of the Central Conference of Teamsters. If a holiday should occur during the scheduled meeting week, the meeting shall be postponed one week. Interim meetings may be conducted at the mutual convenience of the parties. The Joint Area Committee shall formulate rules of procedure to govern the conduct of its proceedings.

Grievances that are to be heard at a Joint Area Committee meeting shall be filed on forms furnished by the Central Conference of Teamsters and must be received by the parties listed below at least ten (10) days prior to the quarterly or bi-monthly or interim meeting dates.

Copies of grievance notices, which are being submitted to the Joint Area Committee, will be sent to the following parties:

1. Central Conference of Teamsters
Dairy Division
161 Weldon Parkway
Maryland Heights, MO 63043
2. The Principal Labor Relations Representative of the Employer involved in the grievance.
3. Plant Manager of employee submitting the grievance.
4. Business Representative of the Local Union submitting grievance.

In addition to the matters referred to in Section 7.1 (a), (b), and (c), the Joint Area Committee shall have authority to: Refer deadlocked negotiations back to the local level for further negotiations if it deems sufficient progress has not taken place at the time the negotiation is submitted to the Joint Area Committee and may establish time limits for additional negotiations and establish provisions for rehearing the case.

Any decision reached by a majority of the members of the Joint State Committee or Joint Area Committee shall be final and binding on the parties, except for the imposing of a deadlocked addenda.

Section 7.7

Should the principal Labor Relations representative of any Company signatory to this Master Agreement wish to receive copies of each decision rendered by the Joint Area Committee and the corresponding grievance for reference purposes he may do so by requesting copies in writing from:

Central Conference of Teamsters
Dairy Division
161 Weldon Parkway
Maryland Heights, MO 63043

The Chairman of the Central Conference of Teamsters Food Processing and Dairy Division shall be the permanent Chairman.

Section 7.8A

The Joint State Committee and the Joint Area Committee shall consist of three persons chosen by the Employer involved and three persons chosen by the Union in the manner described below. Except as noted elsewhere in this section, Employer members of either committee shall consist of:

1. An employee or representative of the Employer directly involved in the dispute or grievance under Section 7.1. No outside attorney shall be allowed to serve as a representative for the Employer on the panel or as a witness and consultants shall not be allowed to serve on the panel.

2. An employee or representative of any other operation of the Employer not directly involved in the dispute or grievances and

3. Any other person who is not directly involved in the dispute or grievance, but a person who is familiar with the negotiated intent of this agreement or Addendum thereto.

4. In disciplinary cases up to and including discharge and non-disciplinary cases, the Employer or its affiliates shall be represented by one employee or representative of that Employer directly involved in the dispute or grievance under 7.1 and two (2) other persons from other employers who will be provided by the Companies who are signatory to this agreement on a predetermined rotating basis for each grievance panel. The Local Union may have a representative of their Local sit on the grievance panel.

The three (3) Union members of the Joint State Committee and the Joint Area Committee shall be selected by the Chairman of the Central Conference of Teamsters Dairy Division, with at least one union member representing the Central Conference of Teamsters Dairy Division. Not more than one of the representatives of either the Employer or the Union who served on the Joint State Committee shall be eligible to serve on the Joint Area Committee on the same dispute or grievance. The Chairman of the Central Conference Dairy Division may attend all Joint State Committee Hearings and all Joint Area Committee Meetings.

The procedure for selection and membership of Employer members to the Joint State Committee or the Joint Area Committee may vary under the following circumstances:

1. In deadlocked multi-employer negotiations of addendum to this Agreement Employer members of the Joint Area Committee shall be selected by the Employers involved and shall consist of one Employer representative directly involved in the negotiations and two representatives from outside the affected market area, who may be employees or representatives of Employers engaged in the negotiations.

2. In the event an Employer operates within only one market area the Employer may select as members of the Joint State Committee or Joint Area Committee any two employees or representatives and any other person who is not directly involved in the dispute or grievance and who is not an employee of the Employer.

3. When either party is unable to submit to, or appear at, the Joint Area Committee or Joint State Committee stage of the grievance procedure because of legitimate emergency or Act of God, such party will attempt to notify the other of reason for absence as soon as

possible. Failure to provide reasonable excuse and/or notice to the party who does attend or submit, will decide the grievance for such attending or submitting party. The Central Conference Dairy Division Chairman shall make every effort to schedule Joint Area Committee meetings six (6) to twelve (12) months in advance and in writing.

Section 7.8B

In order to avoid unnecessary costs to either the Union or the Employers, and pursuant to Section 7.6 of the Master Dairy Agreement, the following cancellation policies will be implemented:

- Postponements and cancellations should be the exception rather than the rule. JAC meeting dates are provided approximately a year in advance; every effort should be made to schedule around JAC meeting dates. Therefore, a reasonable basis must exist for any postponement/cancellation, e.g., unforeseen business needs or the discovery of previously undisclosed information related to the pending case.
- Notification of postponement, cancellation, or settlement of a case previously docketed for the JAC must be made to both the Union Chair and the Employer Chair no later than 14 days prior to the JAC meeting date.
- Notification that occurs fewer than 14 days in advance and that results in a fee to the hosting party will result in fee-sharing for the party requesting the postponement/cancellation. The amount of any such fee-sharing will be based on the actual fee incurred. If there is more than one party postponing/cancelling, the amount of any such fee-sharing shall be borne equally between all parties seeking the postponement.
- Cases added to the docket less than 14 days in advance shall not be subject to the postponement/cancellation fee, provided the party seeking to postpone has a postponement available.

A party may request an exception to this policy by notifying both the Union and Employer Chair of the basis for the exception. Exceptions will typically only be granted if both the Union and the Employer involved in the grievance agree that such exception is warranted.

Section 7.9

- (a) Where a dispute or grievance arising out of the interpretation of this Agreement or the Addenda, except disputes arising under Section 7.1 (c) has not been settled under the foregoing procedure, the parties shall have a maximum of sixty (60) calendar days to select an arbitrator and mutually decide upon a future date for the arbitration hearing to take place. The Party demanding arbitration shall be responsible for requesting an arbitration panel from FMCS within one week of the JAC meeting at which the grievance was heard. For the avoidance of doubt, the arbitration hearing is NOT required to take

place within six (60) days of the JAC meeting at which the grievance was not settled.

In the event either party fails to comply with this provision, the grievance would be decided in favor of the other party in the dispute and no further action shall be taken regarding the grievance.

The arbitrator's decision shall be final and binding on the Local Union, its affected members and the Employer at the particular facility in question.

The Union and/or Employer each will be allowed one (1) postponement per case. The postponement may be used at the Joint State Council or at the J.A.C. level, but not both, unless mutually agreed to by both parties.

(b) The arbitrator shall be chosen from a list of seven (7) supplied by the local office of the Federal Mediation and Conciliation Service. A single arbitrator shall be chosen for each individual case. The Union and the Employer, if mutually agreeable, may select an independent arbitrator as an alternative acting under the provisions outlined under the Letter of Understanding, Exhibit A.

(c) After a toss of a coin to decide which party shall move first, the Local Union and the Employer involved shall alternately strike one name from the list until one name remains and such person shall be the arbitrator for determination of the case.

(d) The issue referred to arbitration shall be limited to the issue deadlocked by the Joint Area Committee and the evidence at that hearing. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him or her by the representatives of the parties. This may include drawing an appropriate inference when either party fails to present facts or witnesses that the arbitrator deems necessary and relevant. The participants in the arbitration will be limited to the members of the Joint Area Committee, Joint State Committee which heard the case, the representatives of the Employer and Union who presented the case to the Joint Area Committee and their witnesses in those proceedings.

(e) On any arbitration, the Joint Area Committee shall direct that all costs of the arbitrator be paid jointly by both parties. Each party shall bear the cost of their own case.

(f) The Union shall have the right to strike and the Employer shall have the right to lock out to compel compliance with the award of the Arbitrator. Either Party will have ten (10) days from the receipt of the award to resubmit the award to the Arbitrator for clarification. The Arbitrator shall have thirty (30) days to clarify. Either Party will have a reasonable time to comply after the award or clarification, whichever is appropriate.

Section 7.10

Deadlocked cases arising under Section 7.1 (c) shall not be subject to arbitration under Section 7.9, and either party shall be permitted all legal or economic recourse.

Section 7.11 - Examination of Records

The Local Union, Joint State Committee, or the Joint Area Committee shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute.

ARTICLE 8 - Union Liability

Section 8.1

The Union and the Employer agree that there shall be no work stoppage, strike, refusal to handle goods, lock-out, tie-up, interference with the Employer's business, or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement, of any controversy which might arise. Nothing herein shall prevent legal proceedings by the Employer where the strike is in violation of this Agreement.

Section 8.2

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which notice will list the Union's authorized representatives who will deal with the Employer, make commitments for the Union generally, and in particular have the sole authority to act for the Union in calling for or instituting strikes or any stoppages of work, and the Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, refusal to handle goods, walkout or any unauthorized cessation of work in violation of this Agreement, the Local Union and the Central Conference of Teamsters shall not be liable for damages resulting from such unauthorized acts. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period unauthorized acts mentioned above it is specifically understood and agreed that the Employer during the first twenty four (24) hour period of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline, and such employees shall not be entitled to or have any recourse to any other provision of this Agreement. After the first twenty four (24) hour period of such stoppage and if such stoppage continues, however, the Employer shall have the sole and complete right to discharge immediately any employee participating in any unauthorized strike, refusal to handle goods, slowdown, walkout, or any other cessation of work, and such employees shall not be entitled to or have any recourse to any other provisions of this Agreement. It is further agreed and

understood that the Central Conference of Teamsters shall not be liable for any strike, breach, or default in violation of this Agreement unless the act expressly authorized by its Policy Committee.

A properly designated officer of the Central Conference of Teamsters, shall, within four (4) hours after request is made to the Director of the Dairy Division of the Central Conference of Teamsters, declare and advise the party making such request by certified mail, fax, etc. whether the Dairy Division of the Central Conference of Teamsters has authorized any strike or stoppage of work. The Central Conference of Teamsters and Local Union shall make immediate effort within four (4) hours after notice to terminate any strike or stoppage of work which is not authorized by it without assuming liability therefore. It is understood and agreed that failure of the Central Conference of Teamsters to authorize a strike by a Local shall not relieve such Local Union of liability for a strike authorized by it and which is in violation of this Agreement.

Section 8.3

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare and Pension Fund or Funds created under the Addendum to this Master Agreement, in accordance with the rules and regulations of the Trustees of such Funds after the proper official of the Local Union has given seventy two (72) hours written notice to the Employer of such delinquency in Health and Welfare or Pension payments, the Employees or their representative shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for Health and Welfare and Pension losses resulting therefrom.

ARTICLE 9 - Protection of Rights

Section 9.1 - Picket Line

It shall not be a violation of this Agreement and shall not be a cause for discharge or disciplinary action, in the event any employee:

(a) Refuses to enter upon any property of his Employer involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket lines at his Employer's places of business, including picket lines of the Union party to this Agreement.

(b) Refuses to go through or work behind any Union picket lines, including picket lines of the Union party to this Agreement, at the places of business of any other Employers where the employees of such Employer are engaged in a strike ratified or approved by the Union or such employees whom such employer is legally required to recognize.

The Union agrees to do everything reasonable within its power to insure the Employer of an opportunity equal to that of any of its competition of servicing an account or obtaining supplies.

Section 9.2 - Struck Goods

It shall not be a violation of this Agreement and shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer performs by arrangement with an Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or persons on strike.

Section 9.3 - Grievances

Within five (5) working days of filing of grievance claiming violation of this Article, the parties to the Agreement shall proceed to the Joint Area Committee step of the grievance procedure, without taking any intermediate steps, any other provisions of this Agreement to the contrary notwithstanding.

ARTICLE 10 - Subcontracting

Section 10.1

(a) For the purpose of maintaining work and job opportunity for route sales employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any owner-operator unless approved by the Joint Area Committee. Nothing contained herein shall preclude the sale of dairy products among other Employers or to vendors who are members of the Local Union.

(b) The Employer shall notify the Union concerning the transfer or subcontracting of Plant bargaining unit work affecting the status of employees presently performing the work. The Union shall have the opportunity of negotiating the effects of the change on the employees affected.

Section 10.2

If provision is made in the Addendum for payment by the Employer into the Central States Southeast and Southwest Area Health and Welfare plans, or similar employer or other plans, the Employer agrees to be responsible for the making of similar payments on behalf of individual vendors, purchasing the product of the employer, subject to the following restrictions:

(a) Such payments shall be made only on behalf of individual vendors who have so authorized the Employer, and,

(b) The Union provides the Employer with proper evidence that such payments are tax deductible, and are not in violation of any provision of law or government regulation.

(c) Such individual vendors can be covered under such plan according to the terms of the plan, provided that the Union may make arrangements for some alternate plan, with equal contribution.

Section 10.3

The parties recognize that from time to time the needs of the business may require changes in operations, opening of facilities, closing facilities, or transfers of certain operations. It is recognized that such changes may result in the transfer of some employees, and that such geographical changes or transfers may result in disputes regarding seniority rights. If and when such dispute involves another Local Union of the International Brotherhood of Teamsters, such dispute shall be first considered by the Joint Area Committee.

Section 10.4 - Merger of Operations

When a branch, division, warehouse or other operation is closed or partially closed and the work transferred to another branch, in whole or in part, employees at the closed locations shall have the right to transfer to the location into which the work was transferred, if any work is available. Employees may exercise their right to transfer in accordance with their seniority, but shall go to the bottom of the seniority list at the new location. Such employees shall maintain full company seniority for all contract benefits in effect at the new location except job selection and layoff.

Section 10.5

In all transfers referred to in Section 10.4 above the employee must be qualified to perform the job by experience in the classification and shall be given a thirty (30) working day trial period.

ARTICLE 11 - Discharge or Suspension

Section 11.1

The Employer shall not discharge nor suspend any employee without just cause, but in all respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such Employee, to the employee, in writing, and a copy of the same to the Union except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty, or drunkenness or drinking of intoxicating liquor on the job or being under the influence of or in the possession of illegal drugs, or the illegal use of dangerous drugs while on duty, or recklessness resulting in serious accident while on duty, or serious just cause. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice. Discharge and/or suspension must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. A grievance involving a discharge, suspension or disciplinary action

must be filed in writing within seven (7) calendar days of the occurrence of such action and shall be promptly processed through the herein provided grievance procedure. Either Joint Committee shall have authority to provide such remedy as it deems advisable. All warning letters, suspension letters or letters of discharge must be issued by the Employer within seven (7) calendar days of the occurrence or the awareness thereof.

Section 11.2

The Joint State Committee, the Joint Area Committee, or the Local Union and Employer shall have the authority to settle discharge or suspension grievances and order full, partial or no compensation for time lost; however, only the Joint Area Committee shall have the authority to interpret the provisions of the Master Agreement.

ARTICLE 12 - Loss or Damage

Section 12.1

Employees shall not be expected to pay for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as permitting charges for loss or damage to equipment under any circumstances. Nothing in this Article shall restrict the Employer's right to discharge or to take disciplinary action for just cause.

ARTICLE 13 - Bonds

Section 13.1

Should the Employer require any employee to give bond, cash bond shall not be compulsory, and premium involved shall be paid by the Employer. The primary obligation to procure a bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must so notify the employee in writing.

Failure to so notify shall relieve the employee of the bonding requirement. Failure of a new hire to qualify for a bond shall be cause for dismissal.

If proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements. Standard premium shall be that premium paid by the Employer for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee. Cancellation of a bond after once issued shall not be cause for discharge, unless the bond is cancelled for cause which occurs during working hours, or due to the employee having given a fraudulent statement in obtaining bond.

ARTICLE 14 - Examination and Identification Fees

Section 14.1

Physical, mental, or other examinations required by a government body or the Employer or by DOT Regulations shall be complied with by all employees, or any applicant for employment. The expense of said examination required by the Employer or by a governmental body shall be paid by the Employer after the initial examination upon employment. The Employer reserves the right to select its own medical examiner or physician, and the Local Union may if it believes an injustice has been done an employee, have said employee re-examined at the Local Union's expense. Should the two examination reports conflict as to the qualifications to perform work, the Local Union and the Employer shall jointly select a third examiner whose decision shall be final.

Section 14.2

Should the Employer find it necessary to require employees to carry on record full personal identification, such requirement shall be complied with by the employee. The cost of such identification shall be borne by the Employer.

ARTICLE 15 - Compensation Claims

Section 15.1

The Employer agrees to cooperate with the employee in furnishing necessary information forms, etc., in order that prompt settlement of just claims may be made of compensation claims.

ARTICLE 16 - Military Clause

Section 16.1

Employees enlisted or entering the military services or naval services of the United States, pursuant to the provisions of the law, shall be granted all rights and privileges provided by law.

ARTICLE 17 - Work Assignments

Section 17.1

Recognized work of employees within the bargaining units included herein shall be performed by those employees covered by this Agreement. However, the parties recognize that circumstances and/or emergencies may necessitate exceptions to this general rule. Such exceptions may be made by mutual agreement between the Union and the Employer.

ARTICLE 18 - Inspection Privileges

Section 18.1

Authorized business agents of the Local Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided that there is no interference with the daily routine. However, where possible, advance notice shall be given to the Employer. The Union agrees that none of the employee's time shall be taken up with the Union matters during working hours without consent of the Employer.

Section 18.2

A daily time record shall be maintained by the Employer at its place of business.

ARTICLE 19 - Classifications, Wages, Hours of Work and Special Conditions

Section 19.1

Wages, commissions for various classifications, benefits and special working conditions not covered in this Master Agreement, shall be observed and paid according to the Addenda attached hereto, and made part of this Master Agreement.

ARTICLE 20 - Separability and Savings Clause

Section 20.1

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

In the event that any Article, or Section is held invalid or enforcement of or compliance with which has been finally restrained, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. If the parties do not agree on mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

ARTICLE 21 - Master Shall Supersede

Section 21.1

(a) The provisions of this Master Agreement shall take precedence over any conflicting or inconsistent provision of any Addendum and the parties shall not be bound by any provisions in an Addendum dealing with a subject dealt with in this Master Agreement except in the instance where an Agreement between a Local Union (s) and an Employer(s) not now parties to this Agreement indicate mutual desire to become parties to this same Agreement while retaining certain seniority provisions which would be in conflict with this provision.

(b) Such parties may retain such conflicting provision on seniority, discharge, or disciplinary provision only to the extent agreed upon provided the conflicting provisions are petitioned to the Joint Area Council for the approval of these conflicting provisions. That approval must define the exception allowed as well as the exception duration and/or limitations if any. The Joint Area Committee shall consist of the principle spokesmen for both parties, or their designated successors, for the Union and the Employers in the negotiations which resulted in this Agreement which became effective May 1, 1999.

ARTICLE 22 - Area Rates

Section 22.1

The Employer agrees to pay the higher wage rates, adjusted by the remaining economic cost package applicable to route drivers (other than transport drivers not engaged in store deliveries) within a territory or geographical area where such conditions prevail as negotiated with a Local Union, a party to the Central States Area Master Dairy Agreement.

Section 22.2

Copies of appropriate local Agreements shall be requested by the Employer before performing work which moves from one Local Union's jurisdiction into another in which he intends his employees to make deliveries. Upon request he shall furnish the Local Union a copy of all pertinent payroll records.

Section 22.3

If either the Union with jurisdiction in the area where the route originates or the Union with jurisdiction in another area into which the route operates believes that the Employer is in violation of the provisions of Section 1 of this Article, it may give the Employer seven (7) days written notice specifying such claimed violation. If within such seven (7) day period the Employer shall

not correct the situation to the satisfaction of the Union, it may institute appropriate grievance procedures to be processed under Article 7. The Employer shall accrue in escrow the sums of money in question pending the final disposition of the grievance.

Section 22.4

It is understood that this Article shall apply only to dairy routes and only in the jurisdiction of those Local Unions where the Central States Area Master Dairy Agreement is in effect. It is further understood that as long as the Employer complies with the provisions of this Article the distribution of products into the market shall not be restricted in any other way.

Section 22.5

If conditions in a market develop which place an Employer signatory to this Agreement or its Addendum at a competitive disadvantage, Employer shall file a request for a hearing before the Joint Area Committee. Such notification request shall be by certified mail and confirmed by detailed letter of complaint. The Joint Area Committee shall meet within three (3) days after said notification.

ARTICLE 23 - No Discrimination

Section 23.1

A. The Employer shall comply with all federal, state and local anti-discrimination and anti-harassment laws and regulations.

B. The Employer and the Union agree not to discriminate against any individual with respect to his hiring, compensation, terms or conditions of employment because of such individual's race, color, age, religion, sex, national origin or disability, veteran status, sexual orientation, gender identity, genetic information (consistent with the Genetic Information Nondiscrimination Act (GINA)), or any other legally protected group or class. Nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex, age, national origin or disability, veteran status, sexual orientation, gender identity, genetic information (consistent with the Genetic Information Nondiscrimination Act (GINA)), or any other legally protected group or class. The use of the masculine gender in this document shall be interpreted as either masculine or feminine.

ARTICLE 24 - Termination Clause

Section 24.1

This Master Agreement shall be in full force and effect from May 1, 2024 to and including April 30, 2029, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Master Agreement is served by either party upon the other at least sixty (60) days and not more than ninety (90) days prior to date of expiration.

Section 24.2

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Master Agreement but also desire to negotiate changes or revisions in this Master Agreement, either party may serve upon the other a notice, at least sixty (60) days, but not more than ninety (90) days prior to April 30, 2029 or April 30 of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Master Agreement.

Section 24.3

If no notice is given by either party, as above provided, this Master Agreement shall continue in full force from year to year after April 30, 2029. The respective parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree thereon.

ARTICLE 25 - D.R.I.V.E.

Section 25.1

It shall be the responsibility of the Union to ensure that all authorization forms signed by the employees for the deduction of D.R.I.V.E. fees shall be in accordance with all applicable laws. It shall also be the responsibility of the Union to certify to the Employer the correct amounts to be withheld from the pay of each employee who signed written authorization forms. The Union will indemnify and save the Employer harmless against any and all claims, demands or other forms of liability which may arise out of or by reason of action taken or not taken by Employer in reliance upon the authorization forms and certifications from the Union in accordance with the provisions of this Article.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 3rd day of Sept., 2024, to be effective as of May 1, 2024.

For the Central Conference of Teamsters

By 
Peter Finn, Director Food Processing Division

By 
Kevin Saylor, Chairman, Central Region JAC

By _____
Local Union

For the Employer

By 
Leslie Ward, Employer Chairman

By Prairie Farms Dairy, Inc.
Parent Company

By _____
Local Management

WITNESS

By 

LETTER OF UNDERSTANDING
EXHIBIT "A"

It is agreed by both the Union and the Employer to provide an alternative to Section 7.9 (b) of Article 7 - Grievance Machinery and Arbitration.

Following are the provisions of such alternative:

1. Such independent arbitrator shall be selected each calendar year by the chairpersons of the Union and the Employers or the Local Union and the Employer involved may mutually agree to select their own independent arbitrator.
2. Such arbitration alternative must be agreed to by both parties. The arbitration must be held within thirty (30) days of the Joint Area Committee hearing unless otherwise mutually agreed to by both parties.
3. The independent arbitrator shall issue a decision within seven (7) calendar days of the Arbitration hearing.
4. The independent arbitrator shall be held to the same authority and restrictions as an arbitrator from the Federal Mediation and Conciliation Service.

For the Central Conference of Teamsters

By 
Peter Finn, Director Food Processing Division

For the Employer

By 
Leslie Ward, Employer Chairman