

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

SYSCO WESTERN MINNESOTA

AND

TEAMSTERS LOCAL UNION NO. 120

_____ through and including November 30, 2025

TO BE RECONFIGURED ON A TA
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AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between SYSCO WESTERN MINNESOTA, INC. (hereinafter the "Employer") located at 900 Highway 10 South, St. Cloud, MN 56304, and TEAMSTERS LOCAL UNION NO. 120, affiliated with the International Brotherhood of Teamsters (hereinafter the "Union"), for itself and on behalf of the employees of the Employer covered by this Agreement.

ARTICLE __ RECOGNITION AND UNION SECURITY

_.1 Recognition: The Union shall be the sole representative of those employees in the bargaining unit certified in NLRB Case No. 18-RC-278314 and covered by this Agreement in collective bargaining with the Employer. There shall be no discrimination against any employee because of Union affiliation.

_.2 Union Security: All employees covered by this Agreement shall become members of the Union on or after the 31st day of their employment.

_.3 Dues and Check-off:

A. The Employer agrees, upon receiving duly signed authorization cards from each employee, to deduct from such employee's wages, on the first of each month following the date of employment, the standard initiation fees, dues, uniform assessments and D.R.I.V.E. Monies to be deducted shall be remitted promptly to the Union or appropriate agency.

B. No deduction shall be made that is prohibited by applicable laws. The Union will defend and save the Employer harmless from any claim arising out of deductions provided in this Section and payments thereof by the Employer to the Union.

C. The Employer agrees, upon receiving a duly signed authorization card, to forward said employee's wages to the Union credit union, provided said employee has direct deposit of his wages.

D. Dues will be sent, electronically, to the Union by the 20th day of each month.

_.4 Other Agreements: The Employer agrees not to enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE __ NON-DISCRIMINATION

The parties agree that employees shall not be discriminated against by either party to this Agreement because of their race, color, religion, national origin, sexual preference, age, disability or veteran status. In addition, the Employer is permitted to take all actions required to comply with the law.

ARTICLE ____

MANAGEMENT RIGHTS

Section 1 - The Company shall have the right to manage the business efficiently and profitably including but not limited to the direction of working forces; the right to hire, assign, transfer, promote, and demote associates; the right to set methods of remuneration; the right to maintain discipline for all associates and to suspend, discipline, and/or discharge for just cause; the right to layoff associates due to lack of work; the right to determine the work to be performed by any and all associates; the right to eliminate jobs, establish new jobs, combine and/or consolidate jobs, and to determine job content for all associates; the right to create, modify, or eliminate delivery routes; the right to determine the extent to which the business shall be operated, the number and locations of all branches, facilities, and to determine the products to be purchased, and/or handled; the right to determine the work to be done at any location, the means, methods, and equipment to be used in performing all work; the right to set reasonable standards of work in process, including the right to discipline and discharge for failure to meet those standards; the right to introduce new technology, equipment, automation, efficiency-gaining devices or other labor saving devices; the right to determine the price of products and financial and accounting policies; the right to supplement the wages identified in this Agreement or cease supplementing the wages in excess of the wages defined in this Agreement; and the right to establish and implement reasonable rules regarding workplace conduct, attendance, and safety. All such rights are vested exclusively within the rights of the Company and the Union will not abridge these rights.

Section 2 - The specific rights as listed are not all inclusive and any and all rights, powers, or authorities the Company had prior to the signing of any Agreement are retained by the Company, except those rights as may be expressly limited by clear and explicit language of some provision of this Agreement.

ARTICLE __ SENIORITY

__.1 Seniority shall be defined as a full-time employee's length of service from his most recent date of hire after successful completion of the probationary period.

__.2 All full-time employees shall be on probation for a period of ninety (90) calendar days of employment with the Employer. The Employer shall have the right to separate from its employment, at will, any such probationary employee at any time during this probationary period of employment and such separation or discharge or any other discipline shall not be an issue subject to the grievance procedure under this Agreement.

__.3 Master Seniority shall be used in determining layoffs and recalls. The most senior person on layoff shall be the first called back. However, this provision shall not be interpreted to require the Employer to retain or recall a senior employee who cannot perform the work required.

__.4 Seniority rights shall prevail in all matters relating to employment, as provided in this Agreement, provided skill and qualifications are equal.

__.5 When a permanent vacancy becomes available, it shall be posted for seven (7) days. It shall be awarded to the senior bidder. The Company may use qualifications and seniority to fill the Driver Trainer position.

_.6 Seniority shall be broken and an individual's employment terminated if any of the following occurs:

- Voluntary resignation.
- Discharge for just cause.
- Failure to report within one (1) week after being recalled from layoff by means of telephone or certified mail from the Company to the employee's last known address.
- Has not actively worked for the Company for a period of time equal to an employee's seniority to a minimum of one (1) year or a maximum of three (3) years.
- Absence from work for two (2) consecutive work days without notification.
- Retirement.

_.7 (a) All jobs shall be bid twice per year or more frequently upon mutual agreement, and shall be awarded by seniority.

All drivers will bid for their work first by selecting from the list of available route/days. They will bid four or five day workweeks along with days off by seniority. Driver trainers will bid three (3) routes a week and an open day for training purposes. Shuttles can be five (5) consecutive days or four (4) non-consecutive days. Domiciles will bid work from what is assigned to their location.

(b) If a driver's single-day bid route is permanently eliminated or permanently decreased by three (3) hours or more, per run per day, the affected driver shall have the right to bump a less senior driver subject to driver steward's approval. In turn, the next affected driver shall also have the right to bump within 24 hours and so on. A driver who fails to bump in a timely fashion shall become an on-call driver on that day until the next semi-annual bid.

If a driver's multi-day bid route is permanently eliminated or permanently decreased by three (3) hours or more, per run per day, the affected driver shall have the right to bump a less senior driver, subject to driver steward's approval. In turn, the next affected driver shall also have the right to bump within 24 hours. If the number of stops on a route permanently changes (two consecutive weeks or more) by fifty percent (50%) from the original bid, the affected driver may bump a less senior driver. A driver who fails to bump in a timely fashion shall become an on-call driver on the days of the route until the next semi-annual bid.

As defined herein, a route elimination or decrease is considered "permanent" if it occurs for two consecutive weeks or more; provided that the weeks of Christmas and New Years shall not be counted.

The regular workweek for drivers may consist of five (5) consecutive days either Monday through Friday, Tuesday through Saturday, or Sunday through Thursday, or four (4) consecutive or non-consecutive days Sunday through Saturday. Three (3) day workweek can be non-consecutive Sunday through Saturday.

Drivers may exercise their seniority mid-cycle to bid for a permanently open route on a same-day-only basis. (Example: Tuesday for Tuesday on a one-day run, Thursday/Friday for Thursday/Friday on a two-day run). Permanently Open Route is a scheduled bid route which is open due to a job change, retirement, termination, long-term disability, or, is a newly created route that has never been bid.

(c) If a route is open on a non-permanent basis (i.e., absence, vacation, short-term leave), the Company shall fill that route first from any driver on-call that day, by seniority, and then from volunteers who are not scheduled that day, by seniority, and then, if necessary, by requiring a driver who is not scheduled that day, by inverse seniority. The Company will act to fill the open route and notify the driver no later than 7:00 p.m. the day before, except where the vacant route could not be reasonably foreseen, in which case the Company will move to fill the route from on-call and volunteers as soon as reasonably possible.

If the Company is going to cut a route, it shall notify the driver no later than 6:00 p.m. the evening prior, at which point the driver can determine whether he elects to take an excused day off or exercise his bump rights for that day. In the event he elects bump, the Company may assign the bumped driver to an open route, and there shall be no further bumping.

_.8 A master seniority list shall be posted on the bulletin board with a copy of this list sent to the Union every month.

ARTICLE __ HOURS AND WORK CONDITIONS

_.1 The regular work week shall consist of forty (40) hours. All hours worked in excess of eight (8) hours per day on a 5x8 schedule, or ten (10) hours per day on a 4x10 schedule, or eleven (11) hours per day on a 3x13 schedule, or in excess of forty (40) hours in any one week, shall be paid for at the rate of one and one half (1 ½) times the regular rate of pay. There shall be no pyramiding of overtime.

_.2 The regular work week shall consist of five (5) consecutive days, either Monday through Friday, or Tuesday through Saturday, or Sunday through Thursday. All work performed on the sixth (6th) or seventh (7th) consecutive day will be paid at time and one-half (1½).

_.3 The Employer may implement a four day, ten hour (4x10's) work week. The 4x10's work week can be four (4) non-consecutive days, Sunday through Saturday. All work performed after forty (40) hours will be paid at time and one-half (1 ½).

The Employer may implement a three (3) day, thirteen (13) hour (3x13) workweek. The 3-13's workweek can be four (4) non-consecutive days Sunday through Saturday.

_.4 There shall be no split shifts.

_.5 When called to work, employees will be given a minimum of either six (6) hours work or six (6) hours pay. The employee will also be given the option to go home, but will forfeit the guaranteed pay if he does so.

_.6 The Employer can require six percent (6%) of all drivers who are not in training status to fill vacancies or be on call each day. The least senior six percent (6%) of all such drivers who are scheduled off on a given day shall be on call.

_.7 All paid non-worked time, except for paid sick time, will be considered as paid time for overtime and doubletime purposes.

ARTICLE __
GUARANTEED WORK WEEK

Employees required to be available daily for a period of five (5) eight (8) hour days, or four (4) ten (10) hour days, each week for service and not worked shall be guaranteed a forty (40) hour minimum weekly wage at the rates set forth herein; provided, however, that the Company shall be excused from these guarantees in the case of computer failure or Act of God.

ARTICLE __
RATES OF PAY

_.1 Minimum pay rates by classification

Work classification	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
<u>Class A Drivers:</u>	\$29.00	\$29.73	\$30.47	\$31.23
<u>Shuttle Drivers:</u>	\$29.00	\$29.73	\$30.47	\$31.23
<u>Yard Jockey/Runner:</u>	\$29.00	\$29.73	\$30.47	\$31.23
<u>Driver Trainer:</u>	\$31.90	\$32.70	\$33.52	\$34.36

_.2 The progression for a new-hire shall be as follows:

Start: 86.6% of classification rate
1 year: 95.8% of classification rate
2 years: classification rate

_.3 Anyone working in multiple classifications will receive the higher classification pay for all hours worked.

ARTICLE __
EXPENSES

Payment of expenses incurred by drivers on overnight layovers shall be administered as follows:

A. No expense shall be allowed if the trip is only a one day trip upon which the employee is put to no more expense than if he worked the same shift in his home terminal.

B. Drivers who volunteer or are forced to act as a vacation replacement, or work for multiple days outside of their domicile or the main facility, will have paid round trip mileage (if required to dispatch from other than home location), room, and \$25.00 per day for meals with receipts required.

C. All expenses will be reimbursed, electronically by direct deposit, or live check, within one month from the time they are properly submitted.

D. Company agrees to maintain current boot allowance of \$160 annually.

**ARTICLE __
VACATIONS**

The Company agrees to put in the contract the current vacation schedule.

**ARTICLE __
HOLIDAYS**

The Company agrees to put in the contract the current holiday schedule.

**ARTICLE __
PAID SICK TIME**

The Company agrees to put in the contract the current sick time allotment.

**ARTICLE __
JURY DUTY**

_.1 The Employer shall grant to regular, full-time employees who are required to serve on jury duty the employee's regular straight time weekly earnings, not to exceed forty (40) times the employee's straight time hourly rate of pay. Pay shall be in 8-, 10-, or 13-hour increments depending on the employee's regular weekly schedule. The employee shall notify the Employer as soon as possible upon receipt of a jury service notice.

_.2 Time spent on Jury Duty shall be considered as time worked for all purposes of this Agreement. When an employee is released after having reported for Jury Duty for a day or part of a day, or required to call in, he or she shall not be required to report for work.

_.3 Jury pay shall be paid to each employee for all weeks required to serve as a juror, up to a maximum of four weeks per service.

_.4 If an employee is called for Jury Duty during a week in which he has previously scheduled vacation, the employee will be allowed to reschedule that vacation by choosing from a remaining, open week.

**ARTICLE __
FUNERAL LEAVE**

In the event of a death in the family (father, mother, wife, husband, brother, sister, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, legally adopted children, step-parents and step-children), a regular employee shall be entitled to three (3) days off, with pay, to attend the funeral. The compensable day or days must fall within the employee's regular scheduled work week.

The Company will allow an additional two (2) unpaid days of funeral leave (no more than five (5) consecutive calendar days) for funerals over 300 miles from the St. Cloud facility. The Company may require proof of attendance at any funeral in order to be compensated.

ARTICLE __
LEAVE OF ABSENCE

_.1 Leave of Absence for Union Business. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority right and without pay, to any employee designated by the Union to attend a labor convention, or serve in any capacity on other official Union business, provided a forty-eight (48) hour written notice is given to the Employer by the Union, specifying the length of time off; provided, however, that not more than two (2) employees of any one Employer shall be granted such time off at the same time. Whenever possible, the Union shall provide the Employer with a notice of leave for Union business during the week prior to such leave. The Union shall be responsible to pay the health benefits for leaves under this subsection of one full week or longer.

_.2 No Discrimination: Personal Leave: There shall be no discrimination against employees in violation of state and federal law. Charges of discrimination will be processed through the appropriate state or federal agency and shall not be subject to the grievance and arbitration procedure contained herein.

The Employer and Union agree to abide by state and federal law relating to personal leaves of absence. Any employee desiring a personal leave of absence from his employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods up to ninety (90) days.

The employee must make suitable arrangements for continuation of health and welfare and pension payments before leave may be approved by either the Union or the Employer.

_.3 Military Leave: Employees entering in the military service of the United States will be granted reemployment rights as prescribed by the Federal Government under the Uniformed Services Employment and Reemployment Rights Act of 1994. The Employer will pay lost wages for any employee participating in military/guard duties up to two (2) weeks per year. The Company will also grant leave to any employee serving in any military-sanctioned function or capacity.

_.4 FMLA: Employees on long-term or intermittent FMLA will utilize available vacation, excluding one (1) week of vacation and floating holidays, concurrent with FMLA leave, only after exhaustion of eligible sick leave benefits.

ARTICLE __
LOSS OR DAMAGE

The Employer shall not charge employees for loss or damage, unless caused by mishandling or neglect.

ARTICLE __
LUNCH PERIOD AND BREAKS

Employees will be permitted one (1) thirty (30) minute paid lunch break regardless of shift within the first eight hours of driving time.

ARTICLE __

UNIFORMS

_.1 The Company will provide each Employee a week's worth of uniform gear, including weather-appropriate gear (jacket, shorts, sweatshirt, etc.). The Company will replace worn-out uniform items as needed.

ARTICLE __ TRUCKS

_.1 The Employer shall install heaters and air conditioners in all trucks, and these heaters and air conditioners shall be maintained in good working condition. If the air conditioner breaks down on a run, work will be completed and the truck returned to the Employer for repair. Trucks will be washed at least once per month. The Parties agree that Drivers will be responsible for maintaining the cleanliness inside their tractors, and the Company shall make available adequate cleaning supplies.

_.2 Trucks will be bid by seniority with the understanding that the Company may dedicate newer equipment to longer-distance routes.

ARTICLE __ STEWARDS/COMMITTEE MEMBERS; UNION AGENTS

_.1 Recognition of Job Stewards:

A. The Employer recognizes the right of its employees to elect or select from among its employees who are members of the Union Job Stewards to handle such Union business at the Company where they are employed as may from time to time be delegated to them by the Union. The name of such Job Stewards shall be furnished to the Employer and any change in Job Steward shall be reported to the Employer.

B. The Employer will permit any stewards the Business Agent deems necessary to be present for any hearing of a grievance, along with witnesses.

C. Whenever possible, the Union shall provide the Employer with a notice of leave for Union business during the week prior to such leave.

_.2 The Company will notify the union stewards of new hires.

_.3 Upon notification to the Supervisor on duty, authorized agents of the 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, however, that there is no interruption of the Employer's working schedule. The Employer will notify Stewards and Business Agent when a new-hire orientation session is scheduled to end so that the Union can have up to twenty (20) minutes at the conclusion of the session to communicate with new hires in bargaining unit positions.

ARTICLE __ DISCIPLINE

_.1 Discipline: Disciplinary actions, including warning letters, suspensions and/or discharges, shall be assessed for just cause only and will be subject to the grievance procedure. Whenever possible, the Employer shall take disciplinary action within ten (10) days of the day of

the activity which gave rise to the discipline. This time limit may be extended for no more than an additional ten (10) days, by letter or email, unless longer by mutual agreement. Mutual agreement will not unreasonably be withheld.

_.2 Disciplinary notices will be disregarded in determining past records for assessing new discipline after twelve (12) months of active employment (excluding worker's compensation).

_.3 The Employer will furnish copies of warning letters, suspensions or discharges to the Union and the Stewards. Suspensions will be implemented in the week in which the discipline is given following completion of any investigation by the Employer.

_.4 Employees shall comply with all reasonable Work Rules, which the Employer shall have the right to implement and to make changes to those rules; Employees may be disciplined for violations thereof under the terms of this Agreement, but only for just cause. In any dispute of the propriety of any disciplinary action taken against an employee, or the reasonableness of any Rule, it shall be subject to the provisions of the grievance procedure and arbitration, as well as the application or enforcement of any such Rule.

ARTICLE __ GRIEVANCE PROCEDURE

Grievance Procedure: A grievance is defined to be any controversy, complaint or dispute arising as to the interpretation or application or of the compliance with any provisions of this Agreement. The parties agree to mutually work to the resolution of any grievances through prompt and good faith use of the following procedures:

A. Step One: Any employee (except replacement employees), believing he has a grievance, must discuss it with his immediate supervisor within fourteen (14) calendar days of the grievant of the occurrence of the event which gave rise to the grievance, specifically identifying it as a grievance. The Employer (or Union) will give a verbal reply within seven (7) calendar days of the discussion.

B. Step Two: If the grievance is not resolved in Step 1 above, the grievance will be reduced to writing by the employee and presented to the VP or his designee within seven (7) calendar days of the Step 1 answer. The grievance must include:

- i) The circumstances out of which the grievance arose;
- ii) The Article of the Agreement allegedly violated;
- iii) The remedy or correction required.

The Company will issue a written answer to the grievance to the Steward within seven (7) calendar days of the meeting.

C. Step Three: In the event the grievance is not resolved at Step 2, the Business Agent shall appeal the grievance, in writing, to the Vice President of Operations, or his designee, within fourteen (14) calendar days of receipt by the Steward of the Step 2 answer. After a meeting between the Vice President of Operations, or his designee, and Business Agent, to be held within fourteen (14) calendar days of the receipt of, the notice of appeal, the Vice President of Operations will issue a written decision within seven (7) calendar days of the meeting.

D. Step Four: The Employer and the Union agree that for grievances not settled using the first three (3) steps, a hearing shall take place in front of a Committee consisting of one (1) Employer representative and one (1) Union representative and the decision of this Committee shall be final and binding on both parties unless it is deadlocked, then it shall go to arbitration. Step Four meetings shall be held within thirty (30) calendar days of the decision in Step Three unless extended by mutual agreement.

E. Step Five: In the event the grievance is not resolved, either the Union or the Employer, within the fourteen (14) calendar days after issuance of the Step 4 decision, may request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from which a single arbitrator shall be selected to hear the grievance. The Union and the Employer shall make the selection after receipt of the panel, either by agreement or by striking names, with the Union striking the first name. The parties agree that an arbitrator must be selected within fourteen (14) calendar days of written notice of one party to the other expressing preparedness to strike arbitrators. The expenses of the 4th Step or the arbitrator shall be shared equally by the Union and the Employer. The decision of the arbitrator shall be final and binding upon all parties.

If pay is awarded by an arbitrator, the amount shall be reduced by the amount of the employee's earnings and unemployment compensation, if received, during the time lost from work.

Multiple issues shall not be arbitrated by the same arbitrator and jurisdiction and authority of the arbitrator of the grievance, and his opinion and award, shall be confined exclusively to interpretation of the explicit provision or provisions of this Agreement at issue between the Union and the Employer. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement, or to alter any wage rate or wage structure.

ARTICLE __
BULLETIN BOARD

The Company will provide a glass-enclosed bulletin board in the shipping office. The Employer has the right to review all articles to be posted by the union. Postings shall be for official union business only and shall not contain content that is detrimental to the Company's business or any of its individual officers, employees, or representatives.

ARTICLE __
NO STRIKE; NO LOCKOUT

The parties hereto mutually agree that there shall be no lockout, strike or any other work stoppage during the life of this Agreement.

ARTICLE __
WORKERS' COMPENSATION

_.1 The Employer agrees to cooperate in securing prompt payment of injury compensation claims by its compensation insurance carrier, as required by the Minnesota Workmen's Compensation Act.

_.2 In case of a compensable injury, the employee shall be paid in full for the day of the injury.

**ARTICLE __
HEALTH AND WELFARE**

Company agrees to move all Employees into Joint Council 32 Employer's Health and Welfare Fund. The Company will pay 75% of the premiums and the Employee's will pay the other 25%. Current rates are \$350.15 per week resulting in the Employees 25% premium sharing being \$87.54 per week.

**ARTICLE __
RETIREMENT**

Company agrees to put in the contract the current Sysco 401k retirement savings matching program.

Employees shall be eligible to participate in the same Employee Stock Purchase Plan and at the same terms as non-bargaining unit Sysco Western Minnesota employees.

**ARTICLE __
SEPARABILITY AND SAVINGS**

If any Article of this Agreement, or if any Appendices thereto, should be held invalid by operation or 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 Appendices thereto, or the application of such Article 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.

**ARTICLE __
DURATION**

THIS AGREEMENT shall supersede and replace all previous agreements between the parties hereto and shall be in effect from ____ through and including November 30, 2025, and shall remain in effect from year to year thereafter, unless either party notifies the other, in writing, at least sixty (60) days prior to the expiration date of its intention to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed this ____ day of _____, 2021.

SYSCO WESTERN MINNESOTA

TEAMSTERS LOCAL NO. 120

By _____

Title _____

By _____

Title _____

By _____

Title _____

By _____

Title _____
