



ASSAD BAKERY AGREEMENT



THIS AGREEMENT, made and entered into on the date hereinafter set forth but effective as of August 1, 2019, by and between the undersigned ASSAD BAKERY, being hereinafter referred to as the "Employer," and Bakery, Confectionery, Tobacco Workers and Grain Millers International Union Local No. 19 of Cleveland, Ohio, hereinafter referred to as the "Union."

All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders, and, where appropriate, the singular shall include the plural and vice versa. Titles of Articles and Sections are for convenience only, and neither limit nor amplify the provisions of this Agreement itself.

ARTICLE I — OBLIGATION

It is mutually understood and agreed by and between the parties hereto that, except as otherwise provided herein, the hours, wages and working conditions hereinafter set forth shall be binding upon the parties hereto from the 1st day of August, 2019 until terminated, as hereinafter provided.

ARTICLE II — CONDITIONS OF EMPLOYMENT

1. The management of the business and the direction of the work force, including, but not limited to the right to plan, direct, and control operations; to demote, discharge, or otherwise discipline for just cause; to determine the size and composition of the work force; to hire, lay off, recall, promote, transfer and schedule employees; to assign and allocate work; to determine the products to be handled; to study or introduce new or improved methods of production techniques, equipment, or facilities; the locations of its plants, to establish, maintain and modify reasonable rules and regulations covering the operations, and to carry out the ordinary and customary functions of management, not inconsistent with provisions of the Agreement, are vested exclusively in the Employer, except to the extent amended, abridged, changed, or modified by this Agreement or by law, and provided further, that the Employer shall not exercise such rights in an arbitrary or capricious manner.

2. All present employees of the Employer shall, as a condition of continued employment, be members of the Union on the thirty-first day following the date of this Agreement and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fee, and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

3. It is agreed that all new employees of the Employer as a condition of continued employment shall be members of the Union on the thirty-first day following the beginning of their employment and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fee and assessments uniformly required as a condition of acquiring or retaining membership in the Union.

4. In accordance with individual check-off authorizations, the Employer shall deduct from employees' earnings, on a weekly basis, Union membership dues, including initiation fee and assessments which are payable by such employees and will remit the amount so deducted to the Union not later than the tenth day of each month.

5. The Union shall establish a hiring hall, which shall be upon the premises of the Union Headquarters. The Union shall be a source for applicants for the type of labor covered by this Agreement, but the Employer shall retain the right to refer applicants for employment to the Union hiring hall, and any applicant referred by the Employer shall be given preference over all other applicants. Selection of applicants by the Union for referral to the Employer to jobs shall be upon a nondiscriminatory basis, and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. The Employer shall retain the right to reject any job applicant referred to it by the Union and shall retain the right to hire employees not initially referred by the Union. Newly hired employees in the Greater Cleveland Area must be referred by the Employer to the hiring hall for registration before performing any work. In addition, the Employer shall notify the Union of all newly hired employees. Such notice shall be in writing, on forms provided by the Union, and shall include the name, telephone number, social security number, job site and hire date of each new employee.

6. Within five (5) days of notification by the Union that an employee is in default in the payment of his or her dues, or initiation fees, the Company shall be required to discharge said employee and said request must be complied with.

7. If an employee wants a savings deduction made, then in accordance with individual authorizations, the Employer shall deduct from employees' earnings such amounts as the employee shall designate each week and remit the amount so deducted to the Ohio Teamsters Credit Union each month.

8. In accordance with individual authorizations the Employer shall deduct the sum of fifty cents (50¢) per month from the employees' earnings for the Bakers' Political Organization. The amount so deducted shall be remitted to the Union along with the monthly dues check-off.

9. The foregoing provisions of this Article II shall be subject to the provisions of the Labor Management Relations Act of 1947 and the rules and regulations issued thereunder.

ARTICLE III — WORK HOURS AND OVERTIME

1. Eight (8) hours' pay is hereby guaranteed to any employee who reports for work on any given day and forty (40) hours' pay is hereby guaranteed to any employee who reports for work on five (5) days during any given week. Each employee shall be allowed a fifteen (15) minute break for physical relief after two and one-half (2½) hours of

work and a further fifteen (15) minute break for physical relief after five (5) hours of work. In addition, each employee who is requested to work nine (9) hours in any work day shall be allowed an additional fifteen (15) minute break for physical relief.

Employees who mutually agree to work four (4) ten (10) hour days shall have the following provisions. Ten (10) hours' pay is hereby guaranteed to any employee who reports for work on any given day and forty (40) hours' pay is hereby guaranteed to any employee who reports for work on four (4) days during any given week. All work performed over and above ten (10) hours in any one day or forty (40) hours in any one week shall be considered overtime, and shall be paid for at the rate of time and one-half the regular hourly rate. Each employee shall be allowed a fifteen (15) minute break for physical relief after two and one-half (2½) hours of work and a further fifteen (15) minute break for physical relief after six (6) hours of work and a further fifteen (15) minute break after nine (9) hours of work.

2. All work performed over and above eight (8) hours in any one day or forty (40) hours in any one week shall be considered overtime, and shall be paid for at the rate of time and one-half the regular hourly rate. Such overtime shall be computed on whatever total overtime hours are the greater for the week, whether it be on a daily or weekly basis, but not on both.

3. Overtime in the various classifications shall be divided as equally as possible among the employees of the respective classifications, per store. A refusal by any employee shall constitute a forfeiture of his turn at overtime.

4. Maintenance Men or Mechanics called to work outside of their shifts will be provided with a minimum of four (4) hours work or pay in lieu of work, such pay to start from the hour the employee is required to report for work.

5. Each employee who is required to work six (6) consecutive days in the same work week shall be paid at the rate of time and one-half his regular straight time hourly rate of pay for all hours worked on such sixth day. Employees who work four (4) ten (10) hour days shall be paid at the rate of time and one-half his regular straight time hourly rate of pay for all hours worked on a fifth (5th) consecutive day.

6. Each employee who is required to work seven (7) consecutive days in the same work week shall be paid at the rate of twice his regular straight time hourly rate of pay for all hours worked on such seventh day.

7. It is the policy of the Company to permit an unbroken rest period of ten (10) hours between shifts.

8. A lunch period of thirty (30) minutes for all employees shall be granted each day, as mutually agreed between the employee and the Company. Such lunch period shall not be paid for nor included in the working hours. In an eight hour day, lunch period shall be granted between the fourth and fifth hours.

9. The sum of fifty cents (50¢) per hour shall be paid for all work performed between the hours of 12:00 midnight Saturday and 12:00 midnight Sunday, and one dollar (\$1.00) per hour for all hours worked on any of the legal holidays listed in Article X. This shall be separate from and in addition to the employee's basic rate, and not to be counted for overtime purposes.

10. Night compensation in the sum of fifteen cents (15¢) per hour shall be paid for all work performed between the hours of 6:00 P.M. and 6:00 A.M. This shall be separate from and in addition to the employee's basic rate.

11. Shop Stewards of the Union shall receive twenty-five cents (25¢) an hour more than their current wage rates during their term of office as Shop Stewards. The privilege of Stewards to leave their work during working hours without loss of pay is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused. This shall be confined to the Company's premises. All Stewards shall wear caps or a decal which shall be obtained from the Union, so that all employees will be able to identify the Steward. Refusal on the part of a Steward to cooperate in being identified as a Steward will be reason for the Union to remove such Steward from office and the Union's Executive Board will appoint a replacement until the next Steward elections are held. Any employee required by management to report to the Company office for a reprimand or conference pertaining to his work performance shall be allowed to have a Shop Steward accompany him.

12. Shop Stewards shall give all grievances, complaints or job bids of Local Union members, signed by the member and the Steward on forms provided by the Local Union to the Company foreman, supervisor or plant manager and immediately forward the original to the Union. Within seven (7) days of receiving a written complaint or grievance, the Company shall in writing, by mail, notify the Union office and give a copy to the Steward and to the grievant as to the disposition of such complaint or grievance.* In submitting the answer to the Union the Company shall also attach a typed or xerox copy of the original grievance. Any grievance, dispute, controversy or the like, not filed by a Local Union member with the Shop Steward or at the Local Union office within seven (7) days of the date on which the said grievance dispute, controversy or the like occurred, shall be irrevocably waived by the said Local Union member.

*In event of the unavailability of a Shop Steward, a member may file his or her grievance or complaint at the Union Office, 9655 Rockside Road, Suite B, Cleveland, Ohio 44123, on Mondays through Fridays, inclusive, between the hours of 7:00 A.M. to 5:00 P.M. or on Saturdays between the hours of 8:00 A.M. to 12:00 P.M.

13. The Company shall give notification in writing, to the Union, which notification shall set forth the following applicable information: (a) the name of any employee not reporting for work, the reason if known, the name of the Company representative receiving any employee telephone call with regard thereto; (b) the name of any employee who

arrived late to work, the extent of such tardiness and the reason therefor, if known; (c) the name of any employee who leaves work early, and how early, together with the reasons therefor, if known; (d) the name of any employee who has been talked to, warned, reprimanded or otherwise, for failure to perform his work duties or who may have been violating Company rules, the Company representative so talking to, warning, reprimanding, or otherwise, such employee and the reasons therefor; and (e) in all or any of the foregoing events, the name of the Company representative who prepares the notification reports herein above referred to. Such notices shall be forwarded by the Company to the Union office, by mail, within sufficient time so that all such information will at all times cover the preceding work week.

14. The Company shall install and at all times shall maintain a time recording system and shall require each employee covered by this bargaining Agreement to record their work hours on such time recording system. The Company shall at no time allow any employee to perform work unless he has recorded his work hours on the time recording system. The time records shall be kept by the Employer and shall be available for inspection at all times by the Union. The Company shall be required to see that all time recording systems have the correct time.

15. The Company shall furnish the Union with one Bulletin Board for each time recording system for the posting of all notices. These Boards shall be put on a wall as close to each time recording system as possible and be convenient for every member to see. They shall have glass doors and locks to which the Union shall have the keys. The size of the Bulletin Boards shall be sixty inches (60") long and thirty-six inches (36") high.

16. Any employee receiving more than the minimum wage rate, as herein set forth shall not have his or her wages reduced even where the employee is temporarily transferred to another classification. If an employee bids or is transferred to another job classification or location he will be paid the hourly rate of the job classification to which he bids or is transferred, but any employee receiving more than the minimum

wage rate of his old classification shall carry with him the amount which he receives in excess of such minimum rate, and this amount shall be added to the minimum rate of the job classification to which he bids or is transferred.

17. Any member who is required to serve on a jury shall be paid the difference between jury duty pay and his normal day's pay for each day spent while on jury duty.

18. Any employee who volunteers, at the request of Local 19 to give blood for an operation at a hospital shall be paid his full day's pay for the day he is required to go to the hospital to give blood.

19. Death in Immediate Family — In the event of the death of a member of the immediate family of an employee; father, step-father, mother, step-mother, son, daughter, sister, brother, husband, wife, grandmother, grandfather, grandchild, father-in-law or mother-in-law, the employee shall be entitled to a leave of absence of not more than three (3) work days with full pay, provided they attend the funeral.

20. New Equipment/Technology — It is mutually agreed between the parties that, prior to the introduction of any new equipment to perform work within the scope of the bargaining unit, or the addition of other new operations or classifications to the scope of the bargaining unit, the parties will negotiate regarding wages, hours and other conditions of employment in connection with such new equipment and/or new operations/classifications. Such negotiations shall not continue longer than thirty (30) days from the date the Company provides written notification to the Union under this paragraph, and at the end of that negotiation period the Company shall have the absolute right to proceed. If, at that time, the Union believes the Company is in violation of this contract, the Union can file a grievance under the contractual grievance procedure.

21. All members currently employed shall receive the wage increases granted their classification, regardless of their present wage rates, for the effective contract years, namely, August 1, 2019, August 1, 2020 and August 1, 2021. All members shall receive either the increase granted their classification or the general increase, whichever is greater, but in no event both.

ARTICLE IV — CLASSIFICATIONS AND WAGE RATES

No less than the following minimum wage rates shall be paid to employees covered by this Agreement.

	Effective 8/1/19	Effective 8/1/20	Effective 8/1/21
Store Maintenance Men and Mechanics	\$11.60	\$11.60	\$11.60
Cake Decorators	10.45	10.45	10.45
Bench Men, Machine Men, Mixers and Ovenmen	10.45	10.45	10.45
Donut Fryers	8.50	8.75	9.00
Bake Shop Helpers, Bake Off and Shipping Help	8.50	8.75	9.00
Porters, Packers and Counter Help	8.50	8.75	9.00

Bakery Managers - The Company has the right to designate an employee as a Bakery Manager. Anyone filling in for the Bakery Manager shall receive fifty cents (50¢) per hour more than his/her regular rate of pay for all hours worked. All current Bakery Managers shall receive no less than fifty cents (50¢) per hour over the current classification rate noted above, or their current manager premium, whichever is greater.

Effective August 1, 2019, all employees who are at the top of their classification rate shall receive a minimum wage increase of 25¢ an hour, regardless of their present wage rates.

Effective August 1, 2020, all employees who are at the top of their classification rate shall receive a minimum wage increase of 25¢ an hour, regardless of their present wage rates.

Effective August 1, 2021, all employees who are at the top of their classification rate shall receive a minimum wage increase of 30¢ an hour, regardless of their present wage rates.

No less than the following minimum hourly wage rates shall be paid to bakery employees who are in the Apprenticeship Program covered by this Agreement. Any bakery employee entering the Apprenticeship Program at any time shall receive credit for one-half of their length of service in the bakery department as time served in the Apprenticeship Program up to a maximum of 18 months.

Start	\$8.50	3 Months	\$8.75	6 Months	\$9.00	9 Months	\$9.25
12 Months	\$9.50	15 Months	\$9.75	18 Months	\$10.00	21 Months	\$10.25

After 24 Months an Apprentice shall be re-classified and receive the rate of Bench Men or Decorator.

ARTICLE V — SENIORITY

1. Each employee shall have Company seniority equal to his length of continuous service with the Employer dating from the date of the last employment by the Employer, except any employee rehired within one year after his last termination/layoff date shall be credited with his previous amount of accumulated seniority as of his last termination/layoff date plus seniority accrued during such termination/layoff and shall continue to retain all seniority rights. Employees who leave the bargaining unit by their own choice and then return within one year shall not accrue seniority for their time of absence from the bargaining unit. Employees who have worked less than twelve (12) full months shall not accrue seniority. Employees who have worked twelve (12) months or more for the Company and who have been laid off shall be offered employment in inverse order of layoff for a maximum period of one (1) year after layoff, provided work becomes available. An employee shall have the right to refuse employment offered to him if it is not the same type of work he was doing at the time of layoff without losing his re-employment rights. Employees to be recalled after layoff shall be notified in writing to his last known address to report back to work and the Company shall send a copy to the Union, in writing, at the same time. Any employee who is called back to work after layoff and fails to report within five (5) days from the date of postmark on the envelope will lose his re-employment rights and thereafter will not have employment preference over workers who have never been employed by the Employer. Any employee or former employee returning to work shall receive his rate of pay at the time he left employment plus any general increases granted during his absence.

2. Layoffs, preference as to vacant or newly created shifts, vacation periods, and the advancement of employees to higher classifications shall be made in accordance with Company seniority, but employees must be qualified for advancement to higher classification regardless of

Company seniority. Transfer of employees to fill in at other locations shall be done by moving the least senior qualified employees from store locations selected by the Employer.

3. New employees shall serve a probationary period of one hundred twenty (120) work days before becoming permanent employees. During such probationary period the employee may be discharged and such action shall not be made the subject of the grievance procedure.

4. The Company shall make every effort to work its employees at locations closer to where the employee lives, whenever practicable.

5. The Company shall be allowed to employ part-time employees as follows:

The Company has the right to employ part-time employees for any classification up to 25% of the total number of full-time bakery employees or one (1) part-time employee per store.

Part-time employees shall be guaranteed a minimum of nineteen (19) hours per week.

Part-time employees shall be eligible for all other terms, conditions and provisions listed in the Agreement.

6. Full-time employees hired on or before October 1, 2001 shall not be reduced to part-time status. As full-time employees retire or terminate their employment for any reason, part-time employees shall have the first opportunity to fill such full-time positions on a seniority basis prior to the Company hiring someone for such full-time vacancy. In addition, in the event of a layoff, part-time employees will be laid off prior to any full-time employee being laid off in the overall system.

ARTICLE VI — EXPLANATION OF CLASSIFICATION

1. The Company shall forward, by mail, to the Union office during the month of February of each year the following written information: a list of all former and present employees who worked during the

preceding calendar year, their classifications, their date of hire, their hourly wage rates, their gross earnings for the previous year, and the total number of hours worked by each employee during the previous year.

2. It is agreed that whenever any employee does work in two or more classifications, if fourteen (14) or more of his weekly hours are worked in the higher classification or classifications, he shall be paid for his employment for all hours worked in that week at the rate specified for the highest classification in which he so worked, regardless of the number of hours worked in that highest classification.

3. In the event the Employer opens a new in-store bakery, bake off or on premise bakery, or purchases an already existing in-store bakery, bake off or on premise bakery, it will immediately notify the Union of the location of such in-store bakery, bake off or on premise bakery, and the date the Company is to commence operation of such in-store bakery, bake off or on premise bakery. Furthermore, it is agreed that the conditions and provisions of this contract shall apply to such in-store bakeries, bake off or on premise store bakeries and they shall be under the jurisdiction of Local 19. In the event the Company closes a store bakery it will immediately notify the Union of the date it is to cease operations and the names of employees to be laid off by the closing.

ARTICLE VII — JOB SECURITY

The Employer shall give one (1) week's advance written notice to the Union office of its intention to discharge or lay off any employee except in cases of fighting, under the influence of alcohol while on duty, use of drugs, possession of weapons, alcohol or drugs, dishonesty, disorderly conduct and insubordination. The question of whether or not such dismissal is without just cause and whether the employee shall receive compensation for all or any amount of time lost by reason of such wrongful dismissal may be referred by the Union to the Grievance Committee and to arbitration proceedings as provided in Article XV hereof.

ARTICLE VIII — COOPERATION

The accredited Business Representatives of the Union shall be permitted to enter the Employer's premises during all working hours, to transact Union business, check working conditions, and to ascertain whether this Agreement is being properly observed, without unduly interfering with the work.

ARTICLE IX — SAFETY AND HEALTH

1. The Employer and the Union will cooperate in the continuing objective to eliminate accidents. The Employer shall continue to make reasonable provisions for the safety of its employees at the plants during the hours of their employment.

2. All uniforms, aprons, caps, or hats required by the Company will be furnished to and laundered for the employees without charge. All rubber boots, rubber aprons and rubber gloves will be furnished to the porters and machine cleaners without charge.

3. The Company shall keep the washrooms and toilets in a clean and sanitary condition and furnish dressing rooms for all employees and shall keep same in a clean and sanitary condition.

4. The Company shall provide a clean and sanitary lunchroom where all employees may eat their lunches and shall keep same in a clean and sanitary condition and said lunchrooms shall be separate and apart from washrooms and toilets.

5. It is further agreed that should a member be injured on the job during his working hours, the employer shall arrange transportation to the hospital or clinic, and should the doctor advise the injured member to go home the aforesaid member shall be paid for his full eight (8) hours for that day.

6. No employee shall be compelled to use equipment that is not mechanically sound and properly equipped to conform with all applicable City, State and Federal safety regulations.

7. Whenever an employee sustains injury upon the Company premises, the Company shall immediately notify the Union in writing and forthwith forward a copy thereof by mail to the Union office.

8. Employees who are required by the Employer to take a physical examination shall do so with a doctor selected by and paid for by the Employer.

9. Any employee who is ill or injured shall be granted sick leave automatically for the duration of the illness or injury not to exceed one (1) year.

10. The Company shall comply with the provisions of the Family and Medical Leave Act (FMLA).

11. The Employer and the Union each expressly recognize their responsibilities to make reasonable accommodations and to comply with all provisions of the Americans with Disabilities Act and all federal, state, or local anti-discrimination laws. Any such accommodations shall not be contrary to other provisions of this Agreement.

ARTICLE X — HOLIDAY PREMIUM

1. All employees shall be paid a bonus equal to eight (8) hours' pay at their regular wage rate during each of the following holiday weeks, to wit:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Roving Holiday	Employees Birthday (2 days)
One day for Local 19 Blood Bank	

(Eight (8) hours straight time pay for those employees actually participating in Local 19 Blood Bank Program or, at the employees option, a day off at a mutually agreeable time in the future.)

2. If absence during any part of the holiday work week is due to illness or accident verified by a doctors note, such absence shall not disqualify the employee for holiday pay. However, an employee who is

absent the entire week of the holiday is not eligible for holiday pay unless on vacation.

3. If a holiday falls during an employee's vacation period, he shall be entitled to receive eight (8) additional hours' pay at his regular wage rate.

4. All employees shall be guaranteed thirty-two (32) hours' pay during the holiday weeks specified in Paragraph 1, plus the aforesaid eight (8) hour bonus and overtime shall be paid after eight (8) hours in any one day or thirty-two (32) hours in any holiday week. Employees who work four (4) ten (10) hour days shall be paid a bonus of ten (10) hours pay at their regular wage rate during each of the holiday weeks listed in Paragraph 1 of this Article X. In addition, these employees shall be guaranteed thirty (30) hours pay during holiday weeks plus the aforesaid ten (10) hour bonus and overtime shall be paid after ten (10) hours in any one day or thirty (30) hours in any holiday week.

5. In scheduling of the 2-day Birthday Holiday, employees shall have the option of the exact day of his birthday off plus one extra consecutive day or be granted a holiday which shall be the two work days immediately preceding or the two work days immediately following his first scheduled day(s) off following his birthday. Should the two work days immediately preceding or immediately following his first scheduled day(s) off following his birthday be recognized in the contract as a paid holiday week, the employee shall be given off two work days immediately preceding or following his next scheduled day(s) off in the following week with pay as his holiday. However, newly hired employees must work one year to be eligible for the second day of the Birthday Holiday. The Roving Holiday is to be taken on the employee's anniversary date of employment or during the thirty (30) day period immediately following as mutually agreed between the Employer and employee, but the employee shall be given off the work day immediately preceding or following the first scheduled day off with pay as his holiday.

6. An employee whose majority of time is spent on the night shift shall receive night pay in addition to his base rate for holidays.

7. Part-time employees' holiday pay shall be based upon the average hours worked per week by the individual employee during the first four (4) weeks of the five (5) weeks immediately preceding the holiday, excluding weeks when the employee was absent due to illness.

ARTICLE XI — STATUS OF SUPERVISORY EMPLOYEES

No Superintendent, Assistant or Supervisory Employee shall be permitted to do any work regularly performed by members of the Union. It shall not be a violation of this contract for members of the Union employed by the Employer to refuse to bake, work on, or produce bakery products if any Superintendent, Assistant or Supervisory Employee should be doing any work regularly performed by members of the Union, unless said Superintendent, Assistant or Supervisory Employee is a member of the Union.

ARTICLE XII — VACATIONS

1. At the end of the first year of employment, an employee shall receive one (1) week's vacation with pay or a minimum of no less than forty (40) hours pay to become due on the anniversary date of his employment, but vacation pay shall be paid to the employee immediately prior to the taking of his vacation.

2. Immediately after an employee completes two (2) years of employment and each year or part of a year thereafter he shall be entitled to two (2) weeks vacation with pay or a minimum of no less than eighty (80) hours pay regardless of how many months he has worked up to the taking of his vacation, but vacation pay shall be paid to the employee immediately prior to the taking of his vacation.

3. Immediately after an employee completes five (5) years of employment and each year or part of a year thereafter he shall be entitled to three (3) weeks vacation with pay or a minimum of no less than one hundred and twenty (120) hours pay regardless of how many months he has worked up to the taking of his vacation, but vacation pay shall be paid to the employee immediately prior to the taking of his vacation.

4. Immediately after an employee completes ten (10) years of employment and each year or part of a year thereafter he shall be entitled to four (4) weeks vacation with pay or a minimum of no less than one hundred and sixty (160) hours pay regardless of how many months he has worked up to the taking of his vacation, but vacation pay shall be paid to the employee immediately prior to the taking of his vacation.

5. Immediately after an employee completes fifteen (15) years of employment and each year or part of a year thereafter he shall be entitled to five (5) weeks vacation with pay or a minimum of no less than two hundred (200) hours pay regardless of how many months he has worked up to the taking of his vacation, but vacation pay shall be paid to the employee immediately prior to the taking of his vacation.

6. Immediately after an employee completes twenty (20) years of employment and each year or part of a year thereafter he shall be entitled to six (6) weeks vacation with pay or a minimum of no less than two hundred and forty (240) hours pay regardless of how many months he has worked up to the taking of his vacation, but vacation pay shall be paid to the employee immediately prior to the taking of his vacation.

7. An employee whose majority of time is spent on the night shift shall receive night pay in addition to his base rate for holidays. In the event a holiday falls during his vacation period, this provision will also apply.

8. Choice as to time of vacation shall be given by seniority. Vacations shall be spread over a period beginning with April 15th and ending October 15th of each year. Vacations shall also be given during holiday weeks. A minimum of 15% of the employees employed shall be allowed to go on vacation each week during the vacation year, 10% during weeks that precede any of the legal holidays listed in Article X or the holiday week itself but in no event both, including Easter week.

However, if members wish to take their vacation between January 1st and April 15th or October 15th and November 1st, 20% shall be allowed to take their vacations at that time. Vacation time must be taken each year and may not be accumulated or postponed from one vacation year to another except in accordance with Paragraph 10 of this Article XII. No employee shall be required to split his vacation weeks.

9. A week's vacation with pay shall be based upon the average hours worked per week by the individual employee during the first four (4) weeks of the five (5) weeks immediately preceding the employee's vacation, excluding holiday weeks and weeks when the employee was absent due to illness but in no event shall a full-time employee be paid less than forty (40) hours pay each week of vacation. Vacation pay shall be paid in advance and computed at the rate of pay in effect during the time of taking vacation, including night shift differential, overtime and Sunday premium.

10. Employees entitled to three (3) or more weeks of vacation per year may elect, by mutual agreement, to take one or more days at a time for one of the weeks. Notice must be given by Tuesday noon of the week preceding the day or days requested. Split vacations cannot be taken within ten (10) consecutive calendar days preceding a legal holiday, or five (5) consecutive calendar days following a legal holiday. It is understood that the Employer may refuse such requests for operational reasons and may impose a limit of one (1) employee per week per classification for each store by date of request and seniority (when the requests are submitted at the same time). Any leftover days of split vacation weeks not taken by November 1st will be scheduled at the discretion of the Employer prior to March 1st of the following year.

11. Any employee who is either dismissed by his Employer or who terminates his or her employment of his or her own volition shall be paid such amount in cash as shall be due for vacation earned but not yet received, computed to the date of separation except in cases of employees who are terminated for theft or vandalism of Company property. If an employee is separated or quits before his first anniversary, he shall not receive any pro-rata vacation pay. If an employee is separated or quits between his first and second anniversary, he shall receive 1/12th of a week's vacation pay for each month worked since his last anniversary. If an employee is separated or quits between his second and fifth anniversary he shall receive 1/6th of a week's vacation pay for each month worked since his last anniversary. If an employee is separated or quits between his fifth and tenth anniversary he shall receive 1/4th of a week's vacation pay for each month worked since his last anniversary. If an employee is separated or quits between his tenth and fifteenth anniversary he shall receive 1/3rd of a week's vacation pay for each month worked since his last anniversary. If an employee is separated or quits between his fifteenth and twentieth anniversary he shall receive 5/12th of a week's vacation pay for each month worked since his last anniversary. If an employee is separated or quits after his twentieth anniversary he shall receive 1/2 of a week's vacation pay for each month worked since his last anniversary.

12. The Company shall forward a written copy of the vacation schedule to the Union office, by mail, at least thirty (30) days before the vacations start each year. The vacation schedule shall contain the following: the member's name, date of hire, length of vacation, starting date and ending date of vacation.

13. No employee shall suffer any loss in vacation pay in the event of injury or illness during the calendar year.

ARTICLE XIII — UNION JURISDICTION

1. It is mutually understood and agreed that this Agreement will apply to employees working under classifications mentioned in Article IV of this Agreement.

2. The Company will not, so long as equipment and personnel are available, subcontract work which is customarily performed by employees in the bargaining unit to any other of its plants or branches or to any other company's plants or branches.

3. It is agreed between the Company and the Union that all baked goods, or products of any kind or nature whatsoever, on or brought on the premises of the Company, including but not exclusively, those goods baked on the premises, processed on the premises, packed on the premises, or brought on for packaging prior to distribution shall be handled by members of Local 19 and only by employees working under classifications mentioned in Article IV of this Agreement.

4. The Employer agrees that this Agreement and the conditions and provisions of this Agreement shall apply to any and all plants, bakeries, bake-offs, and in-store bakeries of the Employer now in existence or to be opened in the greater Cleveland, Youngstown, Ashtabula, Canton, Akron, Sandusky, Navarre, Martins Ferry, Dayton, Toledo and Lorain areas in the future. In the event that the Employer shall open any new plants, bakeries, bake offs, and in-store bakeries in or within one hundred and seventy-five (175) miles of greater Cuyahoga, Mahoning, Stark, Allen, Belmont, Montgomery, Lucas, Richland or Sandusky Counties, said plants, bakeries, bake offs, and in-store bakeries shall be under and subject to all terms created by and set forth in this Agreement.

5. In the event that the Company wishes to expand its' business through the establishment of specialty shops, or by purchasing ready made products, the Company agrees to meet with the Union and discuss the terms of such changes prior to their implementation, with the understanding that no Local 19 member will be displaced or adversely effected in any way by such changes.

6. It is agreed between the Company and the Union that Union jurisdiction as it appears in Paragraphs 2, 3 and 5 of this Article XIII shall not apply to any of the Company's present practices which may be maintained and shall not in any manner be considered to be a violation of the Collective Bargaining Agreement.

ARTICLE XIV — UNION LABEL

Each loaf of bread or package of wiener or sandwich buns produced by the Employer shall bear the Bakery, Confectionery, Tobacco Workers' and Grain Millers International Union Label and it shall be visible. It shall not be in violation of this contract for members of the Union employed by the Employer to refuse to handle bakery products that do not bear the Bakery, Confectionery, Tobacco Workers' and Grain Millers International Union Label.

ARTICLE XV

GRIEVANCE COMMITTEE AND ARBITRATION BOARD

1. If any controversy or difference shall arise between the Union and the Employer, or between any employees and the Employer, with respect to the interpretation or effect of this Agreement with regard to the rights, obligations, or liabilities of the parties hereunder or otherwise, such controversy or difference, in order to be considered a grievance under this Agreement, must be submitted in writing by a Local Union member with the Shop Steward or at the Local Union office within seven (7) days of the date on which said grievance, dispute, controversy, or the like occurred. If the grievant is not satisfied with the Company's response, he shall notify the Union and the Union shall take the following action.

2. If, within two (2) weeks, after a grievance is timely filed, the parties fail to resolve their differences, the grievance shall be submitted to a meeting between representatives of the Union and representatives of the Employer for full discussion and, if possible, amicable settlement.

3. In the event the grievance is not settled or otherwise adjusted in the above grievance meeting, the Union shall have the right to submit the grievance to arbitration by notifying the Employer of its intention to arbitrate said grievance within thirty (30) days from the date of the Union's receipt of the Company's written decision following the above grievance meeting. Upon arbitration notice from the Union, the Union and the Employer shall promptly attempt to agree upon an impartial arbitrator. If an impartial arbitrator cannot be mutually selected, the Union may request the Federal Mediation and Conciliation Service to submit a panel of arbitrators and the impartial arbitrator shall then be selected in accordance with the FMCS rules.

4. It is agreed that during such proceedings there shall be no lockouts, strikes, or stoppage of work. Furthermore, the costs of arbitration shall be shared equally by the Union and the Employer.

5. The procedure set forth in this Article shall be the exclusive method of redressing grievances between the parties, and decisions of arbitrators and settlements reached by the Employer and the Union in any step of the grievance procedure shall be final and binding on the Union, the Employer, and the employees. It is clearly understood that at any stage in this grievance procedure, the Executive Committee of the Executive Board of the Union has the final authority, in its representative capacity for the aggrieved employee(s), to decline to process a grievance further, if, after a reasonable and fair exercise of the Board's judgment, it is concluded that a grievance (1) lacks merit or justification under the terms of this Agreement, or (2) has been settled or adjusted in a fair and equitable manner.

6. Any grievance, dispute, controversy or the like, not filed by a Local Union member with the Shop Steward or at the Local Union office within seven (7) days of the date on which the said grievance, dispute, controversy or the like occurred, shall be irrevocably waived by the said Local Union member.

ARTICLE XVI

LIABILITY OF UNION FOR UNAUTHORIZED CONDUCT

1. The Union agrees that during the term of this Agreement there shall be no strikes, stoppage of work, picketing, or other interference with operations, and the Employer agrees that for the same period there shall be no lockouts.

2. It is specifically understood and agreed between the parties that the Union shall not be held liable in any manner whatsoever for the conduct of its agents or members unless said conduct is specifically authorized or subsequently ratified by official action of the governing body of the Union. However, any employee who participates in any unlawful strike, slowdown or other stoppage of work is subject to immediate discharge without recourse to the grievance procedure.

3. The Union agrees, however, that if any of its agents or members shall cause a strike, slowdown or other interruption or stoppage of work which is unauthorized and not subsequently ratified by the governing body of the Union, it will within twenty-four (24) hours after written request of the Employer, cause to be posted on the bulletin board of the Employer's shop, a notice declaring that the strike, slowdown or other interruption or stoppage of work is not an authorized act of the Union, and shall call upon those of its members participating therein to resume work as usual.

4. Nothing in this Agreement shall make unlawful, or a breach thereof, for members of the Union employed by the Employer to refuse to bake, work on or produce bakery products which are or will be supplied to any other baking company's branch or plant where a labor dispute exists between that plant or bakery and its employees.

5. It shall not be a violation of this contract if any employee or employees refuse to cross any lawful picket line, wherever established, and no employee shall be disciplined, discharged or displaced from his or her employment for such refusal.

ARTICLE XVII — HEALTH AND WELFARE FUND FULL-TIME EMPLOYEES

Effective August 1, 2019, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred thirty three dollars and forty five cents (\$233.45) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. Contributions to continue for six (6) months in case of illness and six

(6) months in case of accident, including industrial accidents. Payments to be made on or before the 10th of the following month.

Effective January 1, 2020, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred thirty three dollars and forty five cents (\$233.45) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. However, the contribution rate may be increased to more than two hundred thirty three dollars and forty five cents (\$233.45) per week to provide for a maintenance of benefits ("MOB") which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income, with the resulting difference being not less than two hundred thirty three dollars and forty five cents (\$233.45) nor more than two hundred fifty two dollars (\$252.00) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments to be made on or before the 10th of the following month.

Effective January 1, 2021, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred thirty three dollars and forty five cents (\$233.45) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. However, the contribution rate may be increased to more than two hundred thirty three dollars and forty five cents (\$233.45) per week to provide for a maintenance of benefits ("MOB") which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income, with the resulting difference being not less than two hundred thirty three dollars and forty five cents (\$233.45) nor more than two hundred sixty six dollars and eighty cents (\$266.80) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments to be made on or before the 10th of the following month.

Effective January 1, 2022, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of two hundred thirty three dollars and forty five cents (\$233.45) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. However, the contribution rate may be increased to more than two hundred thirty three dollars and forty five cents (\$233.45) per week to provide for a maintenance of benefits ("MOB") which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income, with the resulting difference being not less than two hundred thirty three dollars and forty five cents (\$233.45) nor more than three hundred dollars and ninety cents (\$300.90) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments to be made on or before the 10th of the following month. Not in limitation of any other remedy by the Union or the Trustees of the Fund, the Union shall be free to strike, if the Employer fails to make the required contributions to the Fund within thirty (30) days after the date required by the Trustees. The Employer hereby agrees to become a party to the Agreement and Declaration of Trust establishing the Cleveland Bakers and Teamsters Health and Welfare Fund and agrees to be bound by all the terms and provisions of said Agreement and Declaration of Trust.

It is understood and agreed that the said Agreement and Declaration of Trust and said Health and Welfare Fund and its Rules and Regulations shall comply with all applicable laws and that the Health and Welfare Fund referred to herein shall be such as will qualify for approval by the Internal Revenue Service of the U.S. Treasury Department so as to permit the Employer an income tax deduction for the contributions paid hereunder.

The Employer must promptly notify the Health and Welfare Fund of any change in an employee's employment status due to discharge, lay-off, personal leave of absence, absence due to accident or illness, or reduction from full-time (scheduled to work at least five 8-hour days per week with a minimum of 40 hours per week) to part-time status. If the Employer fails to comply with this notice requirement, the Employer shall be responsible for the greater of the following amounts: the cost of unpaid weekly contributions or, the cost of any or all medical and surgical benefits paid out by the Fund on behalf of non-eligible employees when such payments are made due to the Employer's failure to comply with this notice requirement.

The amount of employer contributions set forth in this Article, and in any other Article of this Agreement providing for health and welfare and pension benefits, in any contract year, may be increased or decreased to those rates authorized by the Trustees of the respective Funds, provided that the employer contributions to all such benefit Funds, in the aggregate, do not exceed those amounts set forth in each such Article of this Agreement. The respective Funds shall notify the Employer and Union in writing at least sixty (60) days prior to each contract year effective date, or such other date designated in this Article, of the adjustment to any contribution amounts to any, or all, of the employee benefit Funds under this Agreement. The parties then will execute a memorandum of agreement which set forth the employer contribution amounts, and effective dates, of all such adjustments.

PART-TIME EMPLOYEES

WORKING LESS THAN THIRTY (30) HOURS PER WEEK

Effective August 1, 2019, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of one hundred twenty one dollars and thirty nine cents (\$121.39) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments to be made on or before the 10th of the following month.

Effective January 1, 2020, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of one hundred twenty one dollars and thirty nine cents (\$121.39) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. However, the contribution rate may be increased to more than one hundred twenty one dollars and thirty nine cents (\$121.39) per week to provide for a maintenance of benefits ("MOB") which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income, with the resulting difference being not less than one hundred twenty one dollars and thirty nine cents (\$121.39) nor more than one hundred thirty one dollars and thirty six cents (\$131.36) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments to be made on or before the 10th of the following month.

Effective January 1, 2021, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of one hundred twenty one dollars and thirty nine cents (\$121.39) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. However, the contribution rate may be increased to more than one hundred twenty one dollars and thirty nine cents (\$121.39) per week to provide for a maintenance of benefits ("MOB") which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income, with the resulting difference being not less than one hundred twenty one dollars and thirty nine cents (\$121.39) nor more than one hundred thirty nine dollars and six cents (\$139.06) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments to be made on or before the 10th of the following month.

Effective January 1, 2022, the Employer shall contribute to the Cleveland Bakers and Teamsters Health and Welfare Fund the sum of one hundred twenty one dollars and thirty nine cents (\$121.39) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment. However, the contribution rate may be increased to more than one hundred twenty one dollars and thirty nine cents (\$121.39) per week to provide for a maintenance of benefits ("MOB") which shall be determined by the Fund actuary, based upon the claims experience of the Fund plus administrative costs, less turnover income and investment income, with the resulting difference being not less than one hundred twenty one dollars and thirty nine cents (\$121.39) nor more than one hundred fifty six dollars and sixty cents (\$156.60) per employee per week. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments to be made on or before the 10th of the following month. Not in limitation of any other remedy by the Union or the Trustees of the Fund, the Union shall be free to strike, if the Employer fails to make the required contributions to the Fund within thirty (30) days after the date required by the Trustees. The Employer hereby agrees to become a party to the Agreement and Declaration of Trust establishing the Cleveland Bakers' and Teamsters Health and Welfare Fund and agrees to be bound by all the terms and provisions of said Agreement and Declaration of Trust.

It is understood and agreed that the said Agreement and Declaration of Trust and said Health and Welfare Fund and its Rules and Regulations shall comply with all applicable laws and that the Health and Welfare Fund referred to herein shall be such as will qualify for approval by the Internal Revenue Service of the U.S. Treasury Department so as to permit the Employer an income tax deduction for the contributions paid hereunder.

The amount of employer contributions set forth in this Article, and in any other Article of this Agreement providing for health and welfare and pension benefits, in any contract year, may be increased or decreased to those rates authorized by the Trustees of the respective Funds, provided that the employer contributions to all such benefit Funds, in the aggregate, do not exceed those amounts set forth in each such Article of this Agreement. The respective Funds shall notify the Employer and Union in writing at least sixty (60) days prior to each contract year effective date, or such other date designated in this Article, of the adjustment to any contribution amounts to any, or all, of the employee benefit Funds under this Agreement. The parties then will execute a memorandum of agreement which set forth the employer contribution amounts, and effective dates, of all such adjustments.

ARTICLE XVIII — 401(k) SAVINGS PLAN

All qualifying employees shall be eligible to participate in the Cleveland Bakers Local No. 19 Collectively Bargained 401(k) Plan. The Company shall deduct and remit voluntary employee contributions under the terms and conditions required by the Plan.

ARTICLE XIX — CER FUND

Effective August 1, 2019, the Employer shall pay to the Cleveland Bakers' Local No. 19 Charitable, Educational and Recreational Fund (referred to herein as the "CER Fund") for each employee covered by this Agreement the sum of five dollars (\$5.00) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of employment, as required under provisions of this Agreement. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments to be made on or before the 10th of the following month.

Effective October 1, 2021, the Employer shall pay to the Cleveland Bakers' Local No. 19 Charitable, Educational and Recreational Fund for each employee covered by this Agreement the sum of six dollars (\$6.00) per employee per week for any week or part thereof for which said employee receives pay effective from the first day of

employment, as required under provisions of this Agreement. Contributions to continue for six (6) months in case of illness and six (6) months in case of accident, including industrial accidents. Payments to be made on or before the 10th of the following month.

Said payments by the Employer shall be used by the CER Fund: (a) for charitable contributions on behalf of the industry; (b) for educational benefits to Union members and their families and for training and apprenticeship programs to promote experienced employees for the industry in the job classifications covered in this Agreement and all other Collective Bargaining Agreements of Local 19; (c) and for recreational purposes for the Union members, their families and for other persons engaged in the industry, including but not limited to sports (such as the establishment and maintenance of golf, baseball and bowling leagues), picnics, Christmas parties or otherwise.

The expenditure of Funds shall be determined by the Trustees of the CER Fund. The Employer hereby agrees to become a party to the Agreement and Declaration of Trust establishing the said Cleveland Bakers' Local No. 19 Charitable, Educational and Recreational Fund and agrees to be bound by all of the terms and provisions of the said Agreement and Declaration of Trust and the Rules and Regulations established by the Trustees.

It is understood and agreed that the said Agreement and Declaration of Trust and said CER Fund and its Rules and Regulations shall comply with all applicable laws and that the CER Fund referred to herein shall be such as will qualify for approval by the Internal Revenue Service of the U.S. Treasury Department so as to permit the Employer an income tax deduction for the contributions paid hereunder.

ARTICLE XX — CONSTITUTIONALITY OF AGREEMENT

1. If any clause, sentence, paragraph or part of this Agreement shall for any reason be determined by a proper judicial authority to be invalid, such determination shall not affect, impair or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, paragraph or parts thereof directly involved in the controversy in which such determination shall have been made.

2. The provisions of this Agreement are hereby declared to be separable and if a court of last resort determines any provision to be in conflict with applicable law, such decision shall not affect the validity or the effectiveness of the remainder of the Agreement, and in such case the parties shall meet within seven (7) days to renegotiate an agreement on the invalidated provision.

3. Any wage and benefit increases set forth in this Agreement which are restricted in any way by law shall be instituted at the earliest date permitted by law to the maximum extent permissible by law. Furthermore, if during the term of this Agreement legislation is enacted which has the effect of preventing or limiting the institution of any wage increases required under this Agreement and/or the payment of any Health and Welfare contributions and/or Pension contributions required under this Agreement, the parties shall meet within seven (7) days to renegotiate a lawful alternative to the invalidated wage increases and/or Health and Welfare and/or Pension contributions.

4. If any proposal submitted by the Union, if granted, may not be put into effect because of applicable legislation, Executive Orders or Regulations dealing with Wage and Price Stabilization, then such proposals, or any part thereof, including any retroactive requirement thereof, shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement and any extension thereof.

ARTICLE XXI — SEVERANCE PAY

1. It is agreed that each employee who is displaced from his employment by reason of closing or twelve (12) months prior to the closing of the entire plant, or a department thereof shall be compensated for such displacement provided he has been actively employed by the "Employer" for a period of at least three (3) years. An eligible employee's compensation for his displacement shall be on the basis of thirty (30) hours of severance pay (at his straight time hourly rate of pay) for each full year of employment commencing with the

fourth year thereof. Payments under this formula shall be limited to a maximum of nine hundred (900) hours of severance pay.

Hours of severance pay shall not be included for the determining of hourly contributions to the Health and Welfare and Pension Funds covered by this Agreement.

2. The above described Severance Pay will not be paid to: any employee who is offered and accepts equivalent employment with the Company at the same location; any employee who accepts a job with the Company at any location; any employee who voluntarily quits or is discharged for cause before he is separated from employment by the Company; any employee who, at the time of separation is eligible for a Normal Pension, as provided for under the Provisions of the Cleveland Bakers and Teamsters Pension Fund. Any employee accepting Severance Pay shall forfeit and cease to have any seniority rights as provided for in this Agreement; any employee re-employed after receiving Severance Pay shall be considered a new employee from the date of re-employment.

3. In the event an eligible employee wishes to remain on the plant seniority list, for the purpose of possible recall, he may elect to defer acceptance of his severance pay for a period of twelve (12) months. At any time during such period, however, he may request his Severance Pay and his seniority shall terminate as of that date. If such employee has not been recalled by the end of such period, he shall be paid his Severance Pay and his seniority shall terminate as of that date.

ARTICLE XXII — PARTIES

This Agreement shall be binding upon the Employer, its successors and assigns, upon his heirs, executors, administrators, personal representatives and assigns. In the event the Employer sells, assigns or otherwise transfers the business of the Company, whether by sale of stock or assets or otherwise during the term of this Agreement, the prospective purchaser shall be informed of this Agreement and the sale made contingent upon his or its agreeing to accept or be bound by its terms in the event such purchaser continues the business.

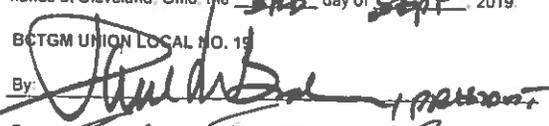
ARTICLE XXIII

DURATION, MODIFICATION AND TERMINATION

This Agreement shall be and remain in full force and effect from August 1, 2019 until August 1, 2022 inclusive, and thereafter from year to year; provided that this Agreement will terminate at the expiration of the initial term or any renewal term if either party gives written notice to the other of its desire for termination at least sixty (60) days before such expiration date and provided that if this Agreement is not so terminated and neither party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before any such expiration date, then this Agreement shall remain in full force and effect after such expiration date until a new Agreement (the terms of which shall be retroactive to such expiration date) has been negotiated and signed or until either party gives the other five (5) days' written notice of termination, and provided further that no termination of this Agreement shall affect the duration of the obligations of the parties concerning payment for employee health and welfare benefits, dues and assessments.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Cleveland, Ohio, the 30th day of SEPT, 2019.

BCTGM UNION LOCAL NO. 19

By: 

By: 

ASSAD BAKERY

By: 

BCTGM UNION LOCAL NO. 19
9665 ROCKSIDE ROAD, SUITE B
CLEVELAND, OH 44125
1-216-771-5386 (Local)
1-800-362-2120 (Outside Cleveland Area)
local19@bctgmlocal19.com

MEMBERSHIP

Signing the authorization for initiation and dues deductions beginning immediately gives you the opportunity to have your Employer make weekly deductions. Failure to sign initiation and dues authorization immediately would require payment in full of initiation and dues on the thirty-first (31st) day from the date of hire and if payment in full was not made at that time, the Union would have the right to ask the Company to terminate your employment.

The Constitutional requirements are that dues payments start with the date of membership.

There are no refunds of money paid into the organization.

Current month's dues are payable on or before the first (1st) of each month, but no later than the twenty-first (21st) of each month.

To retain your membership your dues are payable whether employed or not, unless you take out a Retiring Card. A Retiring Card costs \$2.00 and is good for life or until you return to active employment in a Local 19 or other BCTGM shop, at which time it must be deposited. A new card must be taken out each time you leave active employment. To obtain a Retiring Card your dues must be paid up to and including the month in which the card is issued. It is therefore to your advantage to obtain a card immediately upon leaving employment.

Negligence on the part of a member often leads to expulsion. After six months of non-payment of dues, members are automatically expelled. In order to rejoin Local 19, you must pay a new initiation fee.

Members who join Local 19 are not guaranteed steady employment. Should you become unemployed, the Union will endeavor to find other work for you if possible.

Your Union Card is evidence that you are a member of Local 19. It is your property and should be in your possession at all times.

CREDIT UNION

*For information regarding membership
and services contact:*

Ohio Teamsters Credit Union
6100 Rockside Woods Blvd., Ste. 150
Independence, OH 44131
1-216-573-6700 or 1-800-909-6828

HEALTH AND WELFARE

*For information and assistance concerning your
health insurance benefits contact:*

Cleveland Bakers & Teamsters
Health and Welfare Fund

1-216-781-6858

1-800-255-2887 (Ohio, except Cuyahoga County)

1-800-342-7020 (Outside Ohio)

Office Hours:

8:30 A.M. to 5:30 P.M., Monday thru Friday

9:00 A.M. to 12:00 P.M. Saturday

LEGAL ASSISTANCE

As a service to our members, the Union provides free legal advice with either of the law firms listed below. To avail yourself of this service, simply call one of the firms listed below and identify yourself as a member of Local 19. Your phone call will then be assigned to an attorney who will attempt to advise you of your options. If a simple phone call is not sufficient to resolve the problem, you may wish to retain the services of the law firm to help you, however, there is no obligation to do so.

Timothy R. Fadel

FADEL & BEYER, LLC

The Bridge Building

18500 Lake Road, Suite 120

Rocky River, Ohio 44116

1-440-333-2050

CLEVELAND BAKERS LOCAL NO. 19 COLLECTIVELY BARGAINED 401(k) PLAN

Questions regarding your 401(k) plan should be directed to:

Madison Consulting Group, LLC
118 North Bedford Road, Suite 100

Mt. Kisco, NY 10549

1-877-762-4768 (Toll Free)

1-914-220-8291 (Fax)

assad19

9-10-19