

AGREEMENT BETWEEN
CANADA DRY DELAWARE VALLEY BOTTLING COMPANY
AND
OFFICE PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 32, AFL-CIO
TERMS OF AGREEMENT MARCH 1, 2019 TO FEBRUARY 28, 2024

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This Agreement is entered into by and between the Canada Dry Delaware Valley Bottling Company, Inc. hereinafter referred to as the "EMPLOYER" or the "COMPANY" and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 32, AFL-CIO, Wall, New Jersey, hereinafter referred to as the "UNION".

That the parties hereto desire to establish an instrument for the regulation of terms and conditions by which the employees shall work for the Employer during the term of this Agreement, and

Whereas, both the parties hereto desire to promote mutual relations between themselves and secure harmonious cooperation:

Now, therefore, in consideration of the mutual promises herein contained, the parties agree to and with each other as follows:

ARTICLE I – RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for the Classifications of employees set forth in this Agreement, employed by the Employer at Canada Dry Delaware Valley Bottling Company, Inc., Pennsauken, New Jersey or any location to which the Pennsauken location may be moved within the jurisdiction of the Union during the term of this Agreement.
- 1.02 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing and those who are not members on the date of the signing of this Agreement shall on the thirty first (31st) day following the date of the signing of this Agreement, become and remain members in good standing in the Union. It shall be a condition of employment that all employees covered by this Agreement and hired on or after the date of the signing of this Agreement shall on the thirty first (31st) day following the beginning of such employment, become and remain members in good standing of the Union.
- 1.03 For the purpose of this Agreement, "in good standing" means employees other than new employees on trial basis that have paid their current month's dues.
- 1.04 Employer and Union agree that the provisions of this Agreement will apply to all employees covered by the Agreement without regard to race, color, creed, religion, national origin or sex.

ARTICLE II – MANAGEMENT RESPONSIBILITY

- 2.01 The Employer reserves the fundamental right to control and manage the business.
- 2.02 Nothing in this Agreement shall be construed to limit the Employer in the exercise of its management functions, which shall include but not by way of limitation, the right to hire whomever it chooses, to direct the work of all the Employees who are covered by this Agreement, to discipline, suspend, discharge for cause, to lay off employees because of lack of work or other reasons as set forth in this Agreement, to determine the job content of each classification and the scope of work done, to require all Employees who are covered by this Agreement to observe the Employer's rules and regulations

not inconsistent with the provisions of this Agreement and subject to the Grievance and Arbitration procedure, and to require (1) probationary employees to submit to random tests for the presence of alcohol or illegal drugs, and (2) all other employees to submit to reasonable cause tests for the presence of alcohol or illegal drugs. Nothing in this Agreement shall be construed so as to limit the Employer's right to (i) relocate or close any of its facilities; (ii) merge or transfer any of its facilities or operations with or to any other of its existing facilities or operations and/or the facilities or operations of a third party; (iii) sell, assign, transfer and/or merge any part of its operation to/with a third party; (iv) create, eliminate and/or merge job classifications; (v) merge, discontinue or change any part of its method of distribution; and/or (vi) change the nature of its business.

2.03 At the Employer's discretion, the Employer shall have the right to require an employee to report the time he begins to work at the start of the day, and the time he finishes his work at the completion of the day by using an employee's remote electronic device (i.e. mobile smart phone) instead of reporting such at the Employer's place of business.

2.04 The Company shall have the right to implement a "light duty" and/or "modified duty" program to accelerate an employee's return from workplace injury. Any employee who earns a base rate and commission as part of his/her compensation and who works under a "light duty" and/or "modified duty" program and is unable to earn a commission shall receive the applicable daily rate.

ARTICLE III – HIRING – TRIAL PERIOD

3.01 The Employer shall have the right to secure new employees from any source.

3.02 During the first thirty (30) days of employment, new employees shall not be required to make application for membership in the Union. Within five (5) days after completion of the specified thirty (30) day period, such employee shall become a member of the Union and the Union agrees to accept him as a regular member promptly after he submits to the Union his application for membership, provided, however, that the Union shall not be required to accept him in the event it shall have a just cause and valid reason for its refusal. The Union further agrees that it shall promptly furnish the Employer with a written statement of the cause for such refusal.

3.03 There shall be a trial period of one hundred twenty days (120) in which to judge the competency of the new employee. During such a period, the Employer may discharge the employee at any time and its right to do so shall not be questioned by the Union. Extended absences of five (5) or more days will automatically extend the trial period by an amount equal to the number of days absent. Other extensions can be granted where mutually agreed upon between the Union and the Employer. After sixty (60) days of employment, the employee will be eligible for health and welfare benefits.

ARTICLE IV – SENIORITY

- 4.01 Seniority of employees shall be deemed to have commenced with the employee's first day of employment within the Company's Sales Department, unless otherwise herein provided, who work out of any of the locations listed in Article I hereof.
- 4.02 Seniority shall be broken if an employee:
- a. Quits of his own accord;
 - b. Is discharged for cause and such discharge is not reversed by the Grievance and/or Arbitration procedure of this Agreement.
 - c. Failure to answer notice of recall by certified mail, telegram or registered letter, to the salesperson's last known address as indicated by the Company records, within seventy-two (72) hours or the failure to return to work after layoff within ten (10) working days after the notification of such recall by the employee to the Company of his intention to return to work. Employees on a non FMLA leave of absence, who fail to return to work on the agreed upon date and fail to respond to a notice as described above, by certified mail, may be subject to discharge.
 - d. Is laid off for a period which exceeds his total length of service since his/her last date of hire up to a maximum of twenty-four (24) months.
 - e. A salesperson promoted to a Supervisory position shall withdraw from the Union and shall not be covered by the conditions of this Agreement. However, for a period of two (2) years following such promotion the individual shall retain seniority in the bargaining unit. Such seniority shall apply only if the individual is removed from Supervisory status due to a manpower reduction or circumstances which are no fault of the individual concerned.
 - f. Seniority rating shall not be interrupted by leaves of absence lasting less than twelve (12) months.
- 4.03 Seniority lists governing present employees attested to by the parties to this Agreement shall govern. The Company shall furnish to the Union an updated seniority roster twice during each year.
- 4.04 Seniority shall not be broken and shall accumulate during absences due to sickness or injury up to a period of one (1) calendar year.
- 4.05 Seniority shall not be broken and shall accumulate for absences due to sickness or injury beyond one (1) year only by mutual agreement of the Company and the Union.

ARTICLE V – LAYOFF

5.01 The Employer reserves the right to lay off for economic reasons. In the event of a layoff, the Employer agrees that the Union shall be given two (2) weeks notice of such layoff.

5.02 (a) The Employer further agrees that in the event a salesperson in the higher classification of work with respect to skill, ability, performance, etc. is to be laid off, such salesperson may request to replace (bump) an employee in a lower classification, provided that such a salesperson has greater seniority than the employee in the lower classification.

(b) In the event of a layoff of persons in the same classification, skill, ability, performance, as well as seniority, shall be a determining factor. In the event that skill, ability and performance are equal, the least senior person will be laid off.

It is understood and agreed that in the event of increasing the work force by the Employer, employees will be called back to work for the Employer in the order of seniority and qualification, which in essence of intent of this provision shall mean in the inverse order of layoff (last laid off, first on) and provided said employees shall possess the necessary ability and qualification to do the job.

5.03 The Employer agrees to pay any presalesperson laid off for economic reasons two (2) weeks base pay plus average commission or give a two (2) weeks advance notice in lieu of payment.

5.04 Any employee laid off shall receive salary equal to average daily pay (base and commission) in lieu of accrued vacation and utility days.

5.05 Any employee laid off for economic reasons, i.e. , plant closing, company going driver sales or for lack of work, etc., shall receive the following remuneration:

One (1) week's salary plus commission after five (5) years of service

Two (2) week's salary plus commission after ten (10) years of service

Four (4) week's salary plus commission after fifteen (15) years of service

Five (5) week's salary plus commission after twenty (20) years of service

Seven (7) week's salary plus commission after twenty-five (25) years of service

ARTICLE VI- SEASONAL – TEMPORARY EMPLOYEES

6.01 The Employer may hire seasonal or temporary employees as the nature of the business, highly seasonal, may require. It is agreed, therefore, that the following shall not be subject to collective bargaining:

A. Employees who are hired especially for intensified summer or other seasonal crew work but not exceeding a ninety (90) day period, except as hereinafter provided for.

B. Employees hired for special holiday merchandising or other related activities, not exceeding ninety (90) days in any such period.

6.02 The above set forth ninety (90) day periods may be extended an additional thirty (30) days, upon written request by the Company to the Union that such an additional time is required by the Company.

ARTICLE VII – DISCHARGE

7.01 The Employer shall not discharge nor suspend an employee except for just cause. Except where the provisions of this Article provide for immediate discharge, the Employer shall not suspend or discharge an employee without first having given the Union notice by facsimile transmission, telegram or mailgram of its intent to discharge or suspend such employee.

A representative of the Union must be in personal contact with the Employer within seventy-two (72) hours after the Union has received notice by facsimile transmission, telegram or mailgram of its intent to discharge or suspend an employee.

7.02 Discharge or suspension must be for just cause, and written notice of such discharge or suspension specifying the exact nature of the cause for said action must be given by the Employer to the employee and a copy of such written notice given to the Union. Just cause shall be deemed to include (but shall not be limited to); and grounds for immediate discharge are:

1. Causing or participating in an unauthorized strike or walkout.
2. Drinking and/or using illegal drugs during working hours (including lunch or break time) or being under the influence of alcohol, drugs or a controlled substance during such working hours. An employee shall be considered under the influence of drugs or a controlled substance if he tests positive for the same and either (a) the use or possession of the drugs or controlled substance is unlawful or (b) he doesn't have a prescription for the same, issued by a duly licensed physician, showing that the drugs or controlled substance were properly acquired.
3. Theft or dishonesty
4. Fighting or physical assault during such working hours.
5. Carrying unauthorized passengers in the Employer's vehicle.
6. Failure to complete all assigned stops unless approved by an authorized representative of the Company.
7. Gross insubordination.
8. Being absent for three (3) consecutive days without personally contacting the sales manager, unless failure to contact the sales manager was a result of causes (other than his wrongful conduct) beyond the control of the employee.

7.03 An employee may request an investigation as to his discharge, suspension or warning notice. Should investigation prove that an injustice has been done to an employee, he may be reinstated as provided for in this Agreement. The arbitrator designated under this Agreement

or any mutually designated authority shall have the authority to order full, partial or no compensation for lost time.

ARTICLE VIII – PROMOTIONS AND TRANSFERS

- 8.01 Promotions shall be made by the Employer on the basis of skill, ability, performance and seniority. When the skill, ability and performance for a particular job or promotion of the applicants are equal, seniority shall prevail in the selection of the employee for the job or promotion. The foregoing shall not prevent the Employer from hiring from any source whatsoever in the event the employees covered by this Agreement who are applicants for specific jobs or promotions thereto do not possess the skill, the ability and the performance.
- 8.02 The Employer agrees to post notices of job vacancies when such vacancy or vacancies occur within twenty-four (24) hours. All regular salespersons and extra salespersons will have an opportunity to bid on such vacancy or vacancies within a three (3) day period, and from the bids received the Employer will assign to such vacancy or vacancies provided the individual or individuals are qualified to fill the job or jobs. No employees may bid more than once in any consecutive twelve (12) month period unless such employee is the only person so bidding and has expressed an interest, in writing, in so bidding. If an employee has been involved in a split or has bid on any route involved in the split, such bid shall not be considered a bid for purposes of the one (1) year limitation. The Employer shall assign routes that have not been bid on, from the pool of sales trainees, based on skill, ability, performance and seniority. When the skill, ability and performance for an unbid route are equal, seniority shall prevail in the selection of the employee for the unbid route (in reverse seniority order). During the three (3) months following the assignment, the affected salesman will make no less than what he made during the three (3) month period prior to the assignment.

ARTICLE IX – HOLIDAYS

- 9.01 The following holidays shall be observed: New Year’s Day, Presidents Day, Easter Monday, Memorial Day, July 4th, Labor Day Martin Luther King Day, Thanksgiving Day and Christmas. Any work performed on any of the above mentioned days shall be compensated at double the daily base rate. Employees will be paid base rate pay for any of the above named holidays that fall on a Saturday. Employees must work the last schedule workday immediately before and after any holiday to be eligible for the holiday pay. If any of the above named holidays occur during a vacation period, the employee shall be granted an additional day’s pay at the daily average (base plus commission).
- 9.02 In the event any of the above mentioned holidays fall on Sunday, the Monday immediately following shall be observed as a holiday.

ARTICLE X – VACATION

- 10.01 Employees who have been in the continuous employment of the Company for the time set forth, based on their anniversary date of hire, shall receive the following vacations, with pay within the limits set forth:

1 but less than 6 years ----- 2 weeks

6 but less than 7 years ----- 2 weeks 1 day

7 but less than 8 years -----	3 weeks
8 but less than 10 years -----	3 weeks 2 days
10 but less than 15 years -----	4 weeks
15 but less than 25 years -----	5 weeks
25 years and over -----	6 weeks

10.02 Employees who have completed the required number of years of continuous service shall be eligible to take the maximum of two consecutive weeks of vacation during April 15th to September 30th. Any employee with 5 or more weeks of vacation must take at least one week in the first quarter of the year and the last quarter of the year.

10.03 Those employees who are eligible to take vacations of three, four or five consecutive weeks may take such vacations other than the period from April 15th to September 30th.

10.04 Vacations may be taken during a paid holiday week not to exceed one (1) salesperson from each sales group during such periods.

10.05 (a) The scheduling of vacations shall be on the basis of seniority. The Employer agrees to allow the following number of Employees to be on vacation at any one time:

Retail Sales Group

Three (3) employees per week, but no more than three

Chain Sales Group

Two (2) employees per week, but no more than two

Chain Sales Merchandisers

One (1) employee per week, but no more than one

Wawa/Mass Merchandiser Sales Group. ("Mass Merchandisers" shall be deemed to include, but not be limited to, customers such as K-Mart, Target and Walmart)

One (1) employee per week, but no more than one

(b) After 12/31 of each year, all vacation additions, deletions and revisions will be allowed only with the approval of the company.

10.06 (a) It is agreed that all regularly employed salespersons will receive three (3) utility days off each year during the term of the existing Agreement. A regular employee is one who has successfully completed his trial period or any extension of this trial period and has completed one year of continuous employment.

(b) Employees requesting a utility day shall do so well in advance, in writing. It is understood that these utility days will not be taken at a time when it will impair the efficiency of the Sales Department.

(c) Salespersons eligible for utility days shall be paid for unused days at the end of the year, using both base and average commission. Utility days taken during the calendar year will be paid at the daily base rate and commissions earned on the route that day.

(d) All requests for utility days are to be made at least thirty (30) days prior to expiration of the calendar year.

ARTICLE XI – SICK LEAVE

11.01 Eligible employees shall receive six (6) sick days per year, starting January 1, 1981; the same to be cumulative from year to year with a maximum of forty (40) days. Only in cases of long term illness shall employees be allowed to use their cumulative time. The Company may require medical verification of a long term illness.

ARTICLE XII – MILITARY LEAVE

12.01 The Employer will abide by the Selective Service Act and other related acts as supplementary and amended.

ARTICLE XIII – MISCELLANEOUS

13.01 Any duty accredited and authorized representative of the Union upon application for the purpose of investigation of complaints made by its members, shall receive the cooperation of the Employer in ascertaining all facts bearing on the matter or matters in question.

13.02 It is agreed by the Employer that the Union Business representative shall have access to the working establishment during the working hours for the purpose of aiding and settling disputes and to ascertain whether the Agreement is being properly observed.

It is further agreed by the Employer that during the grievance procedure, arrangements will be made to have a Shop Steward present.

The Company will be prepared to begin negotiation meetings at 4:00 p.m. On the days negotiation meetings are to begin at 4:00 p.m. the Company will pick up the necessary stops on the Stewards' routes so that Stewards can be in the plant by 4:00 p.m. The number of Stewards shall be limited to six (6).

13.03 Should any article of this Agreement be determined illegal by a judicial or legislative action, the remaining articles shall continue to be in operation and binding upon both parties thereto.

13.04 The Employer also agrees:

(a) The Company shall not make any oral or written agreement with Union members and/or Stewards pertaining to this collective bargaining Agreement or rights contained herein. This contract is between OPEIU Local 32 and Canada Dry Delaware Valley Bottling Company, Inc. No union member and/or Steward will be asked to sign an Agreement (s) or any acknowledgement of any Agreement pertaining to the contract or rights contained therein.

The Chief Steward or his designee shall receive copies of all disciplinary notices, etc., with a copy sent by the Company to the Union.

(b) To notify salespersons seventy-two (72) hours in advance of regular sales meetings or any other meetings that requires attendance by salespersons and five (5) days in advance of Friday meetings. It is further agreed that based on attendance, the Company will start meetings promptly at 5:30 p.m. and adjourn no later than 6:30 p.m. whenever possible. The Company will not require attendance of a salesperson at a sales meeting scheduled during a holiday week.

(c) The Employer agrees to follow its policy with regard to the payment of expenses for salespersons. Expenses in a reasonable amount as approved by the Sales Supervisor shall be allowed for carfare on route, phone calls, bridge tolls on route, and other authorized expenditures.

(d) When a sales meeting is scheduled to go past 6:30 p.m., the salespersons will be paid six dollars (\$6.00) for meal money unless a meal is provided by the Company.

13.05 In the event of an abnormal snow fall and the Company is not open for business the Company will so advise the salespersons between the hours of 6:30 a.m. and 7:30 a.m. In this instance, the salesperson will not receive base pay; however, they will receive commission for cases sold on their route.

13.06 The Company shall have the option of requiring employees to use a remote electronic device (i.e. mobile smart phone) at the Company's discretion at no additional cost to the employee above that which he is already paying.

13.07 The parties agree that all schedules attached to this Agreement that are not specifically referenced herein are deemed to be incorporated into the Agreement.

ARTICLE XIV – WORK WEEK

14.01 The regular work week shall be any 5 days worked within a 7 day period (Sunday through Saturday). However, it is understood and agreed by the parties hereto that the demand of the work shall determine whether it is necessary to work all or part of a sixth or seventh day.

14.02 Effective September 12, 2016, the Company shall pay a Merchandiser overtime pay for all hours worked by such Merchandiser in excess of forty (40) hours in that work week. In consideration of the above, overtime shall be calculated as follows:

(a) Divide the then weekly rate by forty (40) hours, to determine the "base hourly rate"; then

(b) Multiply the base hourly rate by one and one half (1.5) to determine the "overtime rate" for that Merchandiser; then

(c) Multiply the "overtime rate" by the number of hours worked by that Merchandiser in that work week, in excess of forty (40) hours to determine that Merchandiser's overtime pay for that work week.

It is understood that the Company shall have no obligation to provide a Merchandiser with overtime work hours.

It is further understood that there shall be no pyramiding of overtime pay.

ARTICLE XV – WAGES

15.01 Attached hereto is the Schedule of Compensation, Schedule “A” for the classifications of Employees covered by this Agreement which shall prevail during the term of this Agreement.

ARTICLE XVI – SPLITTING OF ROUTES

16.01 In the event of a route break, the routes affected will be open for bid to those salesmen whose routes are affected. The route with the highest base salary and commission earnings for the most recent 52 week period prior to the break will be assigned to a salesman commensurate with their earnings ranking within the group.

16.02 In the event that the Employer engages in a route split or route break, the route salespersons directly affected by the split or break who accept their assigned route will be given the combined commission and base salary shortfall between their prior route and their newly assigned route for the 12 month period prior, providing they achieve the new 12 month volume target assigned to the route. This shortfall makeup opportunity will be in effect for only for the 12 month period immediately following the route split or route break. For eligible salespersons, the Employer shall pay, by separate check, any such shortfall for said periods of time. It is agreed that the splitting, consolidation or the discontinuance of route or routes is at the discretion of the Employer.

16.03 Prior to any book break the Company agrees to provide the following information at least three (3) working days in advance of route selections:

- 1) Territory
- 2) Number of calls
- 3) Estimated dollar value of all routes
- 4) Bid Position
- 5) Target volume

16.04 In the event of a book break, any salesperson who was out sick ten (10) consecutive days or more in the year prior to the break will have the commissions earned on the route during his time out applied to his income for the purpose of bid position only. He/she will not be eligible for shortfall compensation discussed in Article 16.02.

ARTICLE XVII – HEALTH WELFARE AND PENSION

17.01 Effective March 1, 2019, all employees will be covered by the “Corporate Plan” (Aetna POS), including the Section 125 Medical Flexible Spending Account Program. The weekly employee contribution shall be increased and are payable as follows:

Merchandisers and Sales Trainees: (Weekly Contributions)

3/1/2019 3/1/2020 3/1/2021 3/1/2022 3/1/2023

Single Coverage	\$3.84	\$4.11	\$4.40	\$4.70	\$5.03
Family Coverage	\$16.40	\$17.55	\$18.78	\$20.09	\$21.50

All Other Salespersons: (Weekly Contributions)

	3/1/2019	3/1/2020	3/1/2021	3/1/2022	3/1/2023
Single Coverage	\$11.52	\$12.33	\$13.19	\$14.11	\$15.10
Family Coverage	\$31.76	\$33.98	\$36.36	\$38.91	\$41.63

The Employer has the option to offer alternative medical coverage provided it is equal to or better than the existing coverage.

17.02 Those employees employed as of March 24, 2003, not yet covered by the Corporate Plan (as well as any other employee not covered by the Corporate Plan) will be transferred to the Corporate Plan, and any such employee (employed as of March 24, 2003) shall receive the following one time stipends on the following dates, if still employed on the said dates:

<u>4/3/11</u>	<u>3/1/12</u>	<u>3/1/13</u>
\$500.00	\$400.00	\$300.00

17.03 a) Effective January 1, 2012, except as may be required by Law, the Company shall not be required to make any further contributions to the Canada Dry Delaware Valley Bottling Company Retirement Plan and no employee shall receive any further pension credits beyond his accrual as of such date. The vesting requirement shall continue in full force and effect. The Company, however, shall contribute an amount equal to two percent (2%) of an employee's annual earnings (starting with such date) to its currently existing Vanguard 401K Plan in accordance with the applicable rules and regulations of the said Plan, with the Company matching contributions of one percent (1%).

b) Medical Coverage

1. Any employee with 30 years of continuous service who retires between 62 and 65 years of age will be covered up to \$260.00 per month toward Blue Cross/Blue Shield and Aetna coverage or similar carriers. Effective January 1, 1995 contribution will be increased to \$270.00 per month. This coverage will terminate when retirees reaches age 65 or upon employees death prior to 65.

2. Any employee who retires at age 61 will be covered in the same manner for a period of four (4) years up to the amount of \$200.00 per month.

3. Any employee who retires at age 60 will be covered in the same manner for a period of five (5) years up to the amount of \$150.00 per month.

Effective March 1, 2012, dental coverage under the "DSO" Plan shall be discontinued for all employees currently enrolled under this Plan. Those employees affected will be converted to the Corporate Plan at no additional employee contribution cost.

17.04 Life insurance coverage of \$40,000.00 with optional added insurance to maximum allowed by the insurance carrier. Cost of optional coverage to be paid by the Employee at whatever rate for basic coverage.

ARTICLE XVIII – CAR ALLOWANCE

18.01 Those Employees not covered under the Company vehicle allowance program in paragraph 18.04, using their own cars for Company work to which they are assigned will be reimbursed at the following rate per route mile:

3/1/19	3/1/20	3/1/21	3/1/22	3/1/23
\$0.53	\$0.55	\$0.57	\$0.58	\$0.59

18.02 Route miles will be based on miles incurred from the Employee’s first assigned stop (or the plant if required to report to the plant) to his/her last assigned stop of the day (or the plant if required to return to the plant).

18.03 A car is a requirement of the job. If an Employee using his own car is unable to obtain a car for a regular work day, he will not be paid base or commission for that day.

18.04 (a) All Employees shall be required to provide their own cars, insurance, provide fuel, oil, etc. and maintain their own car, which shall at all times be in the judgment of the Employer, job appropriate. All Employees are required to maintain at least \$150,000.00 general liability auto insurance. Employees covered under this provision shall be required to provide proof of this insurance coverage at all times reasonably requested by the Company.

(b) Effective March 1, 2019, the Employer shall provide a \$6,275 year car allowance, payable in equal monthly installments to any Pre Sales Representatives upon completion of one year’s employment or upon receiving a permanent route, whichever comes first. Effective March 1, 2019, the car allowance for those Employees with three (3) or more years’ seniority and who are entitled to the car allowance shall be \$6,875 year car allowance. Beginning March 1, 2020 and on each subsequent March 1 during the term of this Agreement, the amounts provided for in this section shall be increased annually by an additional \$25.00 per year.

(c) Salesmen or Extra Men assigned to work on Routes 515, 520, 522, 526, 541, 543, 559, and 571 shall receive an additional \$4.00 per day payable to them via the Company’s car allowance/mileage reimbursement program.

18.05 Any Employee operating a Company car will be subject to the following terms:

1. Car to be used on Company business and Employee’s personal use only.
2. Employee to pay \$350.00 deductible in the event of a chargeable accident.
3. Employee will gas cars at Company pumps.
4. Company will grant gasoline to cover established route miles at the rate of fifteen (15) miles per gallon. All mileage in excess of route miles will be charged to the Employee. In the event the Employee feels he is not getting the allotted miles per gallon, the Company agrees to verify his M.P.G. and make any necessary correction.

5. The Employee is to pay miscellaneous expenses including oil change, lubrications, wash, and flat tires, (minor repairs) up to fifteen (\$15.00) dollars per month cumulative. Oil change and lubrication will be based on manufacturer's recommendations.

6. In the event the Employee's Company car should break down during working hours through no fault of his own, the Company will make every effort to supply a means of transportation to enable him to complete his route or give him whatever assistance is possible to see that his calls are made.

7. Company car may be withdrawn from the Employee for misuse or unusual damage, or for failure to maintain the car in a clean and good mechanical condition.

ARTICLE XIX – CHECK OFF OF UNION DUES

19.01 By the 10th of each month, the Employer shall deduct initiation fees and Union dues and on the first pay day following the completion of the thirty (30) day period as set forth in Article III, Paragraph 3.02 of this Agreement for new Employees, initiation fees and Union dues from the salaries of all members of the Union who voluntarily sign an authorization, which shall be irrevocable for the term of this Agreement or for one year, whichever is less and which shall be delivered by the Union to the Employer, and the Employer shall promptly remit the sums of such deductions to the Secretary-Treasurer, or other duly authorized representative.

19.02 The Company will provide check-off for credit union.

ARTICLE XX – STRIKES AND LOCKOUTS

20.01 It shall be the intention of the parties to settle all differences between the Employer and the Union through grievance machinery and arbitration, in accordance with the provisions of this Agreement. Therefore, the Employer agrees that he will not lock out its Employees and the Union agrees that it will not sanction a strike, slow down or work stoppage during the term of this Agreement. Provided that, in the event any other Employees of the Employer engage in or refuse to work, place or maintain pickets at or on the Employer's premises during the course of an authorized strike, then any refusal to work or failure to cross such picket lines by members of the Union (Office & Professional Employees Union, Local 32, AFL-CIO shall not be considered a violation of this Agreement, any other language to the contrary notwithstanding.

ARTICLE XXI – GRIEVANCE AND ARBITRATION

21.01 A grievance within the meaning of the grievance procedure shall be defined as any difference between the Employer and the Employees covered by this Agreement or between the Employer and the Union as to any matter involving the interpretation, application or violation of this Agreement including any provision of this Agreement covering wages, hours or working conditions. Both the Employer and the Union must resort to the use of the established grievance procedure as hereinafter provided. Such grievance may be instituted by either the Employer or the Union through any of the appropriate steps provided for in the grievance procedure preceding arbitration. Regardless of any other provision all grievances shall be reduced to writing and answered in writing on all steps.

Step 1: Any Employee who believes they have suffered a grievance may either by themselves or with their Shop Steward present it to their Supervisor for the adjustment within five (5) working days after the occurrence of the alleged grievance.

Step 2: If the alleged grievance shall not have been adjusted after presentation, it may be referred within five (5) working days to the Sales Manager or the Sales Manager's authorized representative, by the respective Shop Steward.

Step 3: If the alleged grievance shall not have been adjusted under Steps 1 and 2, the grievance shall be reduced to writing and signed by the aggrieved individual and submitted within ten (10) working days to the General Manager or other management designated representative and the Union Business Representative. Other alleged grievances, including an alleged Employer grievance, may be presented under Step 3.

21.02 Grievances not settled briefly on an informal basis, shall be reduced to writing and signed by the aggrieved Employee and the Shop Steward, and shall be filed with the Company promptly. Third step grievance meetings shall include the Union Business Representative and a Shop Steward, and may be scheduled any time between 4:00 and 5:00 p.m. provided the Steward and aggrieved individual have completed the day's work.

21.03 If the alleged grievance shall not have been adjusted, either party may within fifteen (15) working days after the final meeting under Step 3, request in writing that the alleged grievance be submitted to an arbitrator mutually agreed upon by the Employer and the Union. If within three (3) days the Employer and Union do not agree on the arbitrator, such arbitrator shall be assigned by the American Arbitration Association. The arbitration hearing shall be held within ten (10) working days from the date of the request for arbitration, provided the arbitrator is available in that time period. The arbitrator's decision shall be final and binding on both the Employer and the Union. The arbitrator shall have no power to add to or to subtract from or modify any of the terms of this Agreement or any Agreement supplemental thereto. All fees and expenses of the arbitrator shall be shared equally by the Employer and the Union.

ARTICLE XXII - -ACCOUNTS

22.01 Accounts meeting the criteria established by the Company for house accounts, Schedule "B" or Tel Sell Accounts, Schedule "C" will be sold directly by the Company and no commission to any salespersons will be earned on the volume sold to these accounts.

ARTICLE XXIII – MERCHANDISING

23.01 It will be the responsibility of all pre-salespersons, extra salespersons and merchandisers to properly merchandise each of their assigned accounts. Under no circumstances will a salesperson or merchandiser leave an assigned stop without meeting the merchandising requirements of the customer. The merchandising responsibilities are detailed on Schedule "D" of this Agreement.

ARTICLE XXIV – SCOPE OF AGREEMENT

24.01 This Agreement shall constitute the entire Agreement between the parties except as subsequently modified by them in writing, signed by both parties.

ARTICLE XXV – TERMINATION

25.01 The term of this Agreement shall become effective March 1, 2019 and shall continue in full force and effect up to and including the last day of February, 2024 and thereafter from year to year unless either party shall give to the other notice by registered mail at least sixty (60) days prior to the

expiration date, the last day of February, 2024 or to the expiration date in any year thereafter, of an intention to terminate, cancel or modify the Agreement.

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 32, AFL-CIO

CANADA DRY DELAWARE VALLEY
BOTTLING COMPANY, INC.



William Henning, Business Manager



Andrew GraBois, Esq., Vice President


2-12-2020
Gregory MacLaine - Business Representative
Secretary/Treasurer


2/12/2020
ENRIQUE MARTINEZ, BUSINESS REPRESENTATIVE

SCHEDULE A

SCHEDULE OF COMPENSATION

The Employees covered by this Agreement employed regularly in the classification set forth herein shall be compensated as follows:

	3/1/19	3/1/20	3/1/21	3/1/22	3/1/23
<u>SALES EXTRAMEN</u>	\$530	\$535	\$540	\$545	\$550
<u>RETAIL/SALESMEN</u>					
COMMISSIONS					
Bottles	.2483	.2483	.2483	.2483	.2483
Cans	.1483	.1483	.1483	.1483	.1483
12 Pack (New Age)	.16205	.16205	.16205	.16205	.16205
DAILY BASE SALARY	\$40.00	\$46.00	\$52.00	\$58.00	\$64.00
<u>WAWA/MASS.SALESMEN</u>					
COMMISSIONS	3/1/19	3/1/20	3/1/21	3/1/22	3/1/23
Bottles	.2483	.2483	.2483	.2483	.2483
Cans	.1483	.1483	.1483	.1483	.1483
12 Pack (New Age)	.16205	.16205	.16205	.16205	.16205
DAILY BASE SALARY	\$71.00	\$74.00	\$77.00	\$81.00	\$85.00

	3/1/19	3/1/20	3/1/21	3/1/22	3/1/23
<u>CHAIN SALESMAN</u>					
COMMISSION					
2 Ltr/Cans/12 Pk	\$.2150	\$.2150	\$.2150	\$.2150	\$.2150
All Other	\$.4150	\$.4150	\$.4150	\$.4150	\$.4150
DAILY BASE SALARY					
Up to 3 yrs. Seniority	\$35.00	\$38.00	\$41.00	\$45.00	\$49.00
3 or more yrs. Seniority	\$45.00	\$48.00	\$51.00	\$55.00	\$59.00
<u>MERCHANDISERS</u>					
	3/1/19	3/1/20	3/1/21	3/1/22	3/1/23
Less than 1 year	\$498.50	\$505.50	\$512.50	\$519.50	\$526.50
1 year but less than 2	\$513.50	\$520.50	\$527.50	\$534.50	\$541.50
2 years but less than 3	\$542.50	\$549.50	\$556.50	\$563.50	\$570.50
3 years and over	\$575.00	\$582.00	\$589.00	\$596.00	\$603.00

MISC

Retail salespersons only will receive \$65 per month in expense compensation; neither the Company nor the Union can ever open negotiations on this item again. Retail Salesmen shall receive \$130.00 per day on weekends for voluntary and/or mandatory merchandising work.

Chain Salesmen shall receive \$100 daily base for each Saturday/Sunday worked by them, but only during such period of time as they are not permitted to sell cases on Saturday/Sunday.

Effective 3/1/11 full case commission shall be paid on "Energy Brands"

SCHEDULE B

HOUSE ACCOUNTS

The Company shall have sole discretion in the establishment of house accounts.

An account will be considered a house account if it meets the following criteria:

1. Account that is designated wholesale club or part of a wholesale chain with locations in multiple geographic areas.
2. Account whose primary business is redistribution or contract feeder, or consistently orders in truckload quantities.

Salesmen shall not be entitled to receive commission on house accounts. These accounts include but are not limited to the following:

Wholesale Clubs:

Sam's

B.J.'s

Jetro including Restaurant Depot

Costco

Contract Feeders:

All Season warehouses

Airline Contract Feeders (U.S. Air, Dobbs, Caterair, etc.)

If an account having been designated a house account by the Employer is later placed back into the Route Sales classification, the salesman whose geographic area the account is in shall be assigned that account and shall receive full commissions as long as he/she is assigned to that account.

SCHEDULE C

TEL-SELL ACCOUNTS

Accounts meeting the established following criteria may be classified as the Employer's discretion as Tel Sell accounts. Tel Sell accounts will be those who meet some or all of the following:

1. Accounts that do not require/request solicitation by salespersons (i.e., schools)
2. Accounts requiring limited merchandising support
3. Accounts averaging less than 3 cases purchased per week.
4. Accounts whose primary business is redistribution (i.e., Food Service)

Sales Representatives shall not be entitled to receive commission on any Tel Sell cases delivered in their territories. However, a Sales Representative may request that any Tel Sell account in his territory be assigned to him, in which event, if the Company agrees, he shall be responsible for selling, servicing and merchandising that account in the same manner as all other accounts.

SCHEDULE D

MERCHANDISING STANDARDS

Merchandising Responsibilities for the Pre Salesman and Merchandisers will include but are not limited to the following:

1. Insure each account has the proper inventories in order to avoid out of stocks.
2. Maintain and increase shelf facing for all our products.
3. Clean shelving and insure proper rotation of products to avoid out of code or damaged product issues.
4. Organize, consolidate and pick up damage products to avoid out of code or damaged product issues.
5. Utilize point of purchase materials which include shelf takers, pole signs, static clings, base wrap and price stickers where permitted as directed by managers.
6. Merchandise and stock all warm and cold bottle sections, racks and equipment using existing stock.
7. Rebuild all displays, brand, according to the merchandising requirements as outlined by the account or management using existing stock.
8. Communicate all additional merchandising activities to the delivery driver and manager.
9. Build and refill displays based on merchandising standard and "plan o grams" outlined by the company.
10. Communicate all service concerns to store management as well as your direct supervisor or manager in charge.
11. Complete in full, a Merchandiser Sign Out sheet for every assigned account, (merchandisers only). This must include full name and a signature of the grocery manager, assistant manager or store manager only. In the case that none of the aforementioned is available, you must first contact your direct supervisor, merchandising manager or sales manager to authorize someone else to sign off.
12. Pre Salesman and Merchandisers must be in full uniform provided by the company during work hours (where applicable).

SCHEDULE E

Absence/Call Out Policy

Employees are expected to be at work in accordance with their respective schedules. At the beginning of each calendar year, eligible employees shall receive six (6) sick days per year. The Company agrees that it will comply with all relevant Federal, State and Local laws. Leave taken under relevant law shall not be counted against the absence policy.

- After 7th Absence: Written warning to employee with copy to the Union and counseling of employee.
- After 8th Absence: 3 day suspension and a final written warning to employee with copy to the Union and counseling of employee acknowledging that one more absence within the twelve (12) month period will result in termination.
- After 9th Absence: Discharge

Rules

1. Absence shall be determined on the basis of a rolling twelve (12) month period. An absence will no longer be considered twelve (12) months after it occurs.
2. An employee medical absence of two (2) or more consecutive days will require a doctor's note upon returning to work to be considered as one absence occurrence.

Notification of Absence

Employees are required to notify their District Manager (on weekends employees must notify merchandising manager) at least one hour before their scheduled start time on a particular day. This is to be done by phone only. Failure to comply with this rule will result in discipline up to and including discharge.

If any employee fails to notify a manager regarding their absence within four (4) hours of their scheduled start time, this will be considered a no-call/no-show. Two (2) no-call/no-show violations within a twelve (12) month period will result in discharge. After the first such violation, the employee will receive a written warning with a copy to the Union.

SCHEDULE F

A. Vehicular Accident Policy

No employee shall be dismissed for, or forced to bear the expense of, any accident or damage to the Employer's property unless a safety committee shows that the accident or damage was caused by the negligence of the employee. The Union and the Employer will jointly create a safety committee comprising of two Employer representatives, two Union representatives and one representative from the Employer's human resources department.

The safety committee will also determine if an employee is "at fault" in an accident. If the employee is at fault, the accident will be chargeable to the employee. On the first chargeable accident in any one (1) year period, the employee shall be issued a written warning and a one (1) day suspension without pay. On the second chargeable accident in any one (1) calendar period, the employee shall be issued a written warning and a three (3) day suspension without pay. Such employee will also be required to sign up for and complete a Driver's Rehabilitation Program sponsored by the Department of Motor Vehicles for Delaware or New Jersey or Pennsylvania. On the third chargeable accident in a one (1) year period, the employee will be dismissed.

Backing up accidents are generally considered chargeable accidents, except that an employee having two (2) chargeable accidents in any one (1) year period will be dismissed immediately.

An employee accumulating two (2) chargeable accidents in any one (1) year period and then having two (2) chargeable accidents in the following year will be dismissed.

Failure to report a vehicle accident at the end of the work day, in writing to the Employer, will result in the employee's dismissal. Employees are required to telephone the Employer immediately in the event of an accident involving bodily injury, fatality or significant property damage. Failure to do so will result in the employee's dismissal.

At any safety committee hearing/investigation to determine if an employee is "at fault" in an accident, the affected employee shall be offered the opportunity to appear and present his version/evidence with respect to the accident. Any determination as to "negligence" shall be made by the management members of the safety committee. The rank and file members of the safety committee shall not participate in such determination.

B. Workplace Safety Policy

The Union and the Employer agree that the following disciplinary policy will be applied to all accidents that are work related and that are ruled as preventable by a joint Union and Employer safety committee that is created pursuant to Section 1 below:

1. The Union and the Employer will jointly create a safety committee comprising of two Employer representatives, two Union representatives and one representative from the Employer's human resources department. The safety committee will review workplace accidents to determine if those accidents are preventable. The safety committee will also review issues including, but not limited to, whether the employee involved in the accident is "at fault", caused injury to himself or another employee, caused damage to Employer property, disobeyed safety rules and/or disobeyed prescribed safe work procedures.
2. If an employee is "at fault" for an accident that is ruled as preventable by the safety committee and the safety committee further determines that the employee disobeyed safety rules and/or prescribed safe work procedures, that employee shall be subject to summary dismissal.
3. If an employee is "at fault" for an accident that is ruled as preventable by the safety committee and the safety committee further determines that the accident resulted in injury to himself, injury to another employee and/or damage to Employer property, the employee will be subject to a written disciplinary warning for a first offense; a one (1) week suspension for a second offense; and dismissal for a third offense.
4. Except as otherwise provided for in this Article, accidents which result in no lost time injury and/or property damage shall be reviewed under Section 3 above, but no discipline shall be issued as a result of such review.

The Union does not relinquish its rights to utilize the Grievance Procedure provided for in Article XXI with respect to any discipline issued in accordance with Schedule F.

MEMORANDUM OF AGREEMENT

It is hereby agreed by and between OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 32, AFL-CIO (“Union”) and CANADA DRY DELAWARE VALLEY BOTTLING COMPANY, INC. (“Company”) (collectively referred to as “parties”) that the parties’ collective bargaining agreement (“2015 CBA”) and executed memorandum of agreement effective September, 12, 2016 (“2016 MOA”) which collectively expired on February 28, 2019 shall be extended for an additional five (5) years. The parties agree that, upon ratification of this Memorandum of Agreement (“MOA”) by the Union’s membership who are covered by this MOA, the parties shall reduce the terms and conditions provided for in this MOA into a new collective bargaining agreement. The new collective bargaining agreement shall commence on March 1, 2019 and shall expire on February 28, 2024. The terms and conditions provided for in the 2015 CBA and the 2016 MOA shall remain unchanged except as provided for herein. The parties agree as follows:

- Each employee employed in the categories listed below, on the below listed dates, shall receive the following wage increases effective on such dates, and the classification rates increased accordingly:

	3/1/19	3/1/20	3/1/21	3/1/22	3/1/23
Extra Men	+5.00/wk	+5.00/wk	+5.00/wk	+5.00/wk	+5.00/wk
Retail Salesman					
Daily Base	+\$6.00	+\$6.00	+\$6.00	+\$6.00	+\$6.00
Wawa/Mass Salesman & Chain Salesmen					
Daily Base	+\$3.00	+\$3.00	+\$3.00	+\$4.00	+\$4.00
Merchandisers					
	+\$7.00/wk	+\$7.00/wk	+\$7.00/wk	+\$7.00/wk	+\$7.00/wk

- Article XVII, Paragraph 17.01 shall be deleted and replaced with:
Effective March 1, 2019, all employees will be covered by the “Corporate Plan” (Aetna POS), including the Section 125 Medical Flexible Spending Account Program. The weekly employee contribution shall be increased and are payable as follows:

Merchandisers and Sales Trainees: (Weekly Contributions)

	3/1/2019	3/1/2020	3/1/2021	3/1/2022	3/1/2023
Single Coverage	\$3.84	\$4.11	\$4.40	\$4.70	\$5.03
Family Coverage	\$16.40	\$17.55	\$18.78	\$20.09	\$21.50

All Other Salespersons: (Weekly Contributions)

	3/1/2019	3/1/2020	3/1/2021	3/1/2022	3/1/2023
Single Coverage	\$11.52	\$12.33	\$13.19	\$14.11	\$15.10
Family Coverage	\$31.76	\$33.98	\$36.36	\$38.91	\$41.63

The Employer has the option to offer alternative medical coverage provided it is equal to or better than the existing coverage.

3. **Article XVIII, Paragraph 18.01 shall be deleted and replaced with: Those Employees not covered under the Company vehicle allowance program in paragraph 18.04, using their own cars for Company work to which they are assigned will be reimbursed at the following rate per route mile:**

3/1/19	3/1/20	3/1/21	3/1/22	3/1/23
\$0.53	\$0.55	\$0.57	\$0.58	\$0.59

4. **Article XVIII, Paragraph 18.04 (b) shall be deleted and replaced with: Effective March 1, 2019, the Employer shall provide a \$6,275 year car allowance, payable in equal monthly installments to any Pre Sales Representatives upon completion of one year's employment or upon receiving a permanent route, whichever comes first. Effective March 1, 2019, the car allowance for those Employees with three (3) or more years' seniority and who are entitled to the car allowance shall be \$6,875 year car allowance. Beginning March 1, 2020 and on each subsequent March 1 during the term of this Agreement, the amounts provided for in this section shall be increased annually by an additional \$25.00 per year.**
5. **In Schedule A, "\$90" shall be replaced with "\$100" in the sentence: "Chain Salesmen shall receive \$90 daily base for each Saturday/Sunday worked by them, but only during such period of time as they are not permitted to sell cases on Saturday/Sunday."**
6. **In Recitals, delete the sentence that begins with "Successor..."**
7. **Article II, add to the end of Section 2.02 the following: Nothing in this Agreement shall be construed so as to limit the Employer's right to (i) relocate or close any of its facilities; (ii) merge or transfer any of its facilities or operations with or to any other of its existing facilities or operations and/or the facilities or operations of a third party; (iii) sell, assign, transfer and/or merge any part of its operation to/with a third party; (iv) create, eliminate and/or merge job classifications; (v) merge, discontinue or change any part of its method of distribution; and/or (vi) change the nature of its business.**
8. **In Article II, add to the end the following: Section 2.03 At the Employer's discretion, the Employer shall have the right to require an employee to report the time he begins to work at the start of the day, and the time he finishes his work at the completion of the day by using an employee's remote electronic device (i.e. mobile smart phone) instead of reporting such at the Employer's place of business.**

9. In Article II, add to the end the following:
Section 2.04 "The Company shall have the right to implement a "light duty" and/or "modified duty" program to accelerate an employee's return from workplace injury. Any employee who earns a base rate and commission as part of his/her compensation and who works under a "light duty" and/or "modified duty" program and is unable to earn a commission shall receive the applicable daily rate.
10. In Article X, Section 10.05, add "Walmart" to the definition of "Mass Merchandisers".
11. In Article XIII, delete Section 13.06 and replace with:
13.06 The Company shall have the option of requiring employees to use a remote electronic device (i.e. mobile smart phone) at the Company's discretion at no additional cost to the employee above that which he is already paying.
12. In Article XIV, in Section 14.01, delete the following:
"except that it shall be 5 days (Monday through Friday) for Retail Salesmen."
13. Article XXV, Paragraph 25.01 shall be deleted and replaced with:
The term of this Agreement shall become effective March 1, 2019 and shall continue in full force and effect up to and including the last day of February, 2024 and thereafter from year to year unless either party shall give to the other notice by registered mail at least sixty (60) days prior to the expiration date, the last day of February, 2024 or to the expiration date in any year thereafter, of an intention to terminate, cancel or modify the Agreement.

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 32, AFL-CIO

BY: *[Signature]*

BY: *[Signature]*

DATE: 2/28/19

CANADA DRY DELAWARE VALLEY
BOTTLING COMPANY, INC.

BY: *[Signature]*

DATE: 2/28/19

The following MEMORANDUM OF AGREEMENT has been unanimously endorsed by and agreed to by the Union's Bargaining Committee on this 28th day of February, 2019:

Eric Brown
Chin Luan

Mark Abrams
Will Pal