

AGREEMENT BETWEEN

TREU HOUSE OF MUNCH, INC.

and

UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION
on behalf of its LOCAL UNION NO. 87.2

Effective May 1, 2016 - April 30, 2019

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ARTICLE I UNION RECOGNITION

Section 1. This Agreement and contract is between UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION on behalf of its LOCAL UNION NO. 87.2, referred to as "Union", and TREU HOUSE OF MUNCH, INC., referred to as the "Company."

Section 2. The Company, recognizes UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, on behalf of its LOCAL UNION NO. 87.2, as the sole and exclusive collective bargaining agent for all the employees in the classifications covered by this Agreement. Except as provided herein, all work in job classifications covered by this Agreement must be performed by Union members of Local No. 87.2.

Section 3. All employees shall, as a condition of employment, become members of the Union by not later than the 31st day following the commencement of their employment or the effective date of this Agreement, whichever is later, and shall thereafter maintain membership in good standing. New employees are subject to a one hundred and twenty (120) calendar day probationary period.

Definition: Probationary employee shall mean "an employee who has not been in the employment of the employer 120 days and who shall not be entitled to health care benefits until the ninety-first (91st) day of employment." If such employee is terminated during the probationary period as having failed to qualify as an employee, such employee shall have no recourse to the grievance procedure.

Section 4. The Company shall deduct from the pay of each employee who is a member of the Union and who authorizes and directs the Company, in writing, to do so, such items as are set forth in the Payroll Deductions Authorization specified in Exhibit "A", which is attached to and made a part of this Agreement. Such deductions shall be made on a weekly basis and transmitted by the Company on or before the 10th day following the end of each month to the Union for that purpose. The Company and the Union shall work out a mutually satisfactory arrangement by which the Company shall furnish the Financial Secretary of the Union a monthly record of those for whom such deductions have been made, together with the amount of each deduction.

Section 5. No employee in any department shall be discriminated against or discharged for his activity as a Union member or for serving as an officer or on a committee in the interest of the Union, and necessary time off must be allowed without pay.

Section 6. The Company shall provide a suitable bulletin board in its establishment for the exclusive use of the Union.

Section 7. Local Union No. 87.2 will, at all times, have jurisdiction over all beer, wine and cordial deliveries and shall be governed according to the rules by which said beverages are handled in warehouse and delivered by drivers.

Section 8. Any employee shall have the right to lay off from his work in case he has some business to attend to pertaining to the Union. However, he must notify the Company of the necessity to lay off and state the probable length of his absence.

ARTICLE II **GENERAL RULES**

Section 1. No driver or warehouseman shall be required to climb ladders or other objects in or on customer or Company premises or to handle beer or empty cases over ten (10) high.

(a) No tap boxes or other heavy draft equipment are to be scheduled for delivery by drivers, provided, nothing shall prevent drivers from delivering hand pumps and cups to route customers. Draft product delivered at the same time as tap boxes or draft equipment as part of an event package may be delivered by the draft department.

(b) No full kegs to be loaded over two (2) high in local delivery trucks or in retail coolers.

(c) For Special Events, all draft equipment, draft product, and beer delivered in and/or dispensed using refrigerated equipment owned by Treu may be delivered by any member of Local 87.2 at the regular warehouse rate.

Section 2. All employees returning from military service shall be reemployed under Government Rules and Regulations in force at the time of the employee's discharge from military service.

Section 3. The Company shall not require any employee to cross a picket line or to enter the premises of any establishment at which a strike is in progress, provided the Company has been notified, as provided herein, that Local 87.2 is honoring such picket line.

Any driver confronted with a picket line shall notify the Company as soon as possible, within that working day, of his refusal or inability to make a delivery or to cross a picket line. The Company may use any alternative means of delivery.

The Unit Chairman of Local 87.2, or his representative, will notify the Company in writing that a picket line will be honored and that Local 87.2 will enforce this Article II, Section 3.

Section 4. Time clocks and time cards shall be furnished by the Company and time computed from these cards. All employees must punch in and out. The Local Union Unit Chairman, Unit Secretary or authorized business representative shall have the right to check such time cards. All authorized overtime must be paid.

Section 5. (a) There shall be no regularly scheduled delivery of beer on Saturday by an IMPACT or Cart Bulk driver.

(b) If, during the term of the Agreement, a customer demands delivery outside of regular delivery hours or days, or requests sales, service or delivery outside of the provisions of this Agreement, the Company will first attempt to provide the necessary sales and service within the provisions of the Agreement including conference with the retailer.

(c) Warehousemen delivering beer on Saturday shall be paid the IMPACT commission or bulk commission whichever is appropriate for the delivery made, or their hourly rate, whichever is higher.

Section 6. If the Company desires its employees to be dressed in full uniforms, it shall pay for up to a maximum of five (5) sets of uniforms on a replacement basis (pants, summer and/or winter; shirts, summer and/or winter; one summer jacket, two winter jackets and jacket liner; caps and ties). Replacement of each item of the uniforms will be made as necessary due to wear and tear while worn on duty.

Section 7. Employees shall be provided with suitable lockers, under key.

Section 8. All trucks and equipment must be mechanically safe, and all locks must be in working order.

Section 9. If a security bond is required by the Company, the premium must be paid by the Company.

Section 10. In the absence of any load limitation, provision is herewith made for the protection of the driver against the possibility of overloading. Should any driver feel himself overworked by reason of having his truck overloaded with merchandise for delivery, or excessive number of stops to call on, he shall present his problem to the Company by making a written request to do so. If not settled, he shall have the right to lay his case and grievance before a committee composed of two (2) representatives from the Union, two (2) representatives from management and a fifth (5th) member to be chosen by a majority vote of the other four members. Any decision reached by a majority vote of this committee shall be final and binding on each party.

Section 11. (a) On all complaints from drivers about difficulties encountered in their various stops with permit holders, this procedure shall be followed: the driver must report the complaint to the Company immediately, and the Company or its representative shall contact the said permit holder within forty-eight (48) hours following said notification. Results of settlement must be reported back to the driver in writing. Should further action be necessary thereafter, the Union and the Company will meet to attempt to bring this problem to its final conclusion.

(b) The driver is not to attempt to solve the difficulty with the account, and no publicity is to be attached to the incident once he has referred it to the Company for handling.

(c) All complaints must be signed by the driver and by other drivers if applicable.

(d) No driver shall be ordered to violate any rules of the Department of Liquor Control of the State of Ohio.

Section 12. All meetings are to be on Company time and to be held prior to the day's work. Meetings held after regular working hours shall be on a voluntary basis or if attendance is mandatory, they shall be paid for at the regular rate of pay.

Section 13. Leaves of absence shall be permitted by the mutual consent of both Company and the Union; however, the Company shall not withhold granting a leave of absence to an employee who has been elected or appointed to perform official duties for the Union. Note: During any leave of absence in excess of thirty (30) calendar days, no fringe benefits will be paid, except seniority will continue to accumulate for a maximum period of three (3) years. If the employee does not return to active employment within three (3) years, all seniority will be lost.

Section 14. Should an employee have a work-related illness or injury during working hours and needs a doctor or hospital care, the Company shall furnish emergency transportation to his destination. The employee shall be paid for the full day, as if he had worked, if he is not able to report back to work due to the work-related injury or illness. He shall furnish a doctor's certificate to that effect if the Company so requests.

Section 15. Subsequent treatment shall be on Company time providing such treatments cannot be arranged by the employee after working hours.

Section 16. No employee shall be terminated for absence due to a work-related injury for a period equal to their then accumulated seniority at the time the leave begins, not to exceed thirty-six (36) months or a finding of Maximum Medical Improvement in any Workers' Compensation proceeding, whichever occurs first, or other illness or injury for a period equal to their accumulated seniority, at the time leave begins, not to exceed two (2) years; thereafter continued employment may be within the Company's discretion. The Company may require periodic injury or sickness progress reports from the employee's doctor and/or from the Company's doctor. The employee, when requested, must submit to examination by the Company doctor. The Company may also require a certificate of fitness from employee's doctor and/or the Company doctor after recovery from either illness or injury. In the event doctors' statements disagree, a third doctor will be selected by Union and Company and after a medical examination and determination, his decision shall be final.

Any employee returning from leave under this section, whose route has been bid or eliminated during his absence, may take an available route; if no route is available he may displace the least senior employee in his classification, provided he has the seniority to do so, and provided he can perform the work.

Any employee returning from leave under this section, who is physically unable to perform work in his prior classification may go to work available in another classification, provided he can perform the work.

Any employee who returns to work under this section, and subsequently commences another injury leave for the same injury, within three (3) weeks of his return to work, will be considered to be on continuous leave from the date of the original leave.

Section 17. The Company will comply with the provisions of the Family Medical Leave Act as provided in **EXHIBIT B**.

Section 18. Routes available to Swing drivers will be filled, by seniority, on the Friday preceding the week the routes are run. Provided, however, if a route is assigned because of the vacation, illness or injury of an employee, the assigned employee must remain on the route until the absent employee returns to work or the route is bid, or the assigned employee successfully bids on a regular route that becomes available.

Section 19. IMPACT and Bulk drivers will not be required to mark prices or place stickers on product containers, nor will they be required to build displays.

Section 20. Regular route drivers who use a personal cell phone for Company business shall be paid \$5.00 per week. The top four senior Swing drivers will be paid \$5.00 for any week in which the employee is assigned to drive, if the employee uses a personal cell phone for Company business.

ARTICLE III BIDDING PROCEDURE

Section 1. (a) There shall be four (4) classifications, (1) warehouse classification, (2) IMPACT driver (3) Cart Bulk driver and (4) Pallet Bulk driver. All driver positions shall be full-time positions, provided, however, nothing herein shall prevent the Company from assigning a swing driver who has bid on a route that is less than five (5) days to work in more than one classification during the week including the warehouse; the driver must have a CDL and driver categories are defined as follows:

IMPACT - Driver who delivers beer which has been pre-sold and is offloaded and rotated into the designated storage areas of select retail accounts.

Cart Bulk - Driver who delivers beer which has been pre-sold and which is pre-loaded on carts and off loaded into the designated storage areas of select retail accounts.

Pallet Bulk - Driver who delivers beer which has been pre-sold and which is palletized or packaged in some other bulk form (other than cart bulk) which is delivered by the driver using power pallet jack or similar mechanical equipment.

(b) No driver shall be removed from their regular route except for just cause, route reorganization, deletion or addition of routes, or the driver's absence from the route due to any leave for a period of sixty (60) calendar days, unless a longer period is mutually agreed to or required by law. A driver's assigned route may be altered or the driver may be reassigned due to a Company reorganization of routes. Whenever routes are to be altered the Union will be notified in advance. If a reorganization involving the deletion of route(s) would cause the displacement of a driver from his classification or additional routes are added, all routes will be rebid. Any driver displaced from his classification may exercise seniority to displace a less senior employee in the warehouse, provided the employee is able to perform all the elements of the position.

(c) All driver routes will be rebid annually, with the new routes to be effective with the first full week of the calendar year. Bid packets for the rebid will be distributed no later than December 1, and the bid awards will be made no later than December 15.

(d) Any employee with seniority may bid for an open position in any classification, provided the employee is able to perform all the elements of the position.

(e) All regular route and warehouse openings shall be posted for bid after thirty (30) days. The jobs will be posted for five (5) days with route or job description attached.

(f) A reasonable effort will be made to contact employees on vacation when a route opening is posted.

(g) All employees who have submitted a bid by the end of the fifth day will be considered for the assignment. Bulk and IMPACT routes and warehouse positions shall be awarded based on seniority, provided the employee is able to perform all the elements of the position.

(h) If a driver is awarded a route at his request, by bid or otherwise, he must stay on said route for a period of one (1) year before he can submit a bid for another position that is available for bidding. This restriction does not apply (1) if routes are rebid pursuant to (b) above; (2) to a driver who, due to his seniority, is assigned by the Company to a specific route or (3) to bidding into a different driver classification.

ARTICLE IV **SENIORITY**

Section 1. Should it become necessary to lay off employees covered by this Agreement because of lack of work, slack period or for any reason, there shall be no layoff of a Union employee until all probationary help has been laid off first. Should further layoffs become necessary, the Union employees shall be laid off in reverse order of seniority, provided the remaining employees are capable of performing the work required.

Should it become necessary to recall, the Company shall recall in the reverse order to that in which the employees were laid off provided the employees are capable of performing the work required.

Regular employees on layoff due to lack of work shall lose seniority if they fail to report for duty within four (4) days of mailing of the recall notice by the Company, or if the employee is laid off for a period exceeding the employee's accumulated seniority at the time the layoff began or two (2) years, whichever is less. Recall shall be by return receipt mail only. There shall be no layoffs in any week in which a holiday occurs.

Section 2. Seniority of all employees hired on or after the effective date of this Agreement shall be computed on the basis of their hiring date; employees hired on the same date shall have their seniority determined by the toss of a coin in the presence of the employees, a Union representative and a representative of the Company. Regular Contract wages will be effective on date of employment.

ARTICLE V **DISCIPLINARY PROCEDURES**

Section 1. No employee shall be disciplined, suspended or discharged except for good and sufficient reason and all discipline, suspensions and discharges are subject to the grievance and arbitration procedure. All notices of disciplinary action including discharge shall be in writing, and the reasons for such action shall be clearly stated thereon, and copies shall be given to the affected employee and the Union within twenty-four (24) hours of such disciplinary action, suspension or discharge excluding holidays, Saturdays or Sundays. If additional time for investigation is needed, it will be granted by mutual agreement.

Section 2. Violations of general work rules will be subject to progressive discipline as follows, the level depending on the seriousness of the offense:

- 1st Violation - Verbal reprimand
- 2nd Violation - Written reprimand
- 3rd Violation - Time off - maximum one (1) week
- 4th Violation - Time off - maximum two (2) weeks and final warning
- 5th Violation - Subject to discharge

Section 3. Certain violations including, but not limited to, the following, are subject to immediate discharge:

- (a) Dishonesty.
- (b) Violation of the Alcohol and Substance Abuse Policy.
- (c) Refusal to work when able.

(d) Neglect of duty.

(e) Disrespect to Company or foreman, meaning the assuming of a defiant or impudent attitude or use of profane language towards Company or foreman except when such foreman or Company has provoked such attitude or language by employee.

If the foreman provoked such attitude or language, then employee would have the right to grievance and arbitration procedure.

(f) Negligent use of Company's equipment, facilities or other property.

Section 4. Any employee who is convicted of driving under the influence and/or any offense resulting in a higher truck insurance premium to the Company for said employee must either:

(a) Pay the difference of said increase of insurance premium, or

(b) Work in the warehouse, if applicable, or

(c) Take a layoff from his employment.

ARTICLE VI **GRIEVANCE PROCEDURE**

Section 1. (a) All grievances, claims, disputes or controversies arising under or relating to the interpretation of this Agreement shall be subject to the grievance and arbitration procedure as hereinafter provided.

(b) All grievances must be presented in writing no later than five (5) working days after the occurrence signed by the aggrieved member and a Unit Griever or the Union Local Unit Chairman or his representative or the case is closed.

(c) Grievance shall first be taken up by the employee or employees, the Unit Griever and the General Superintendent or the Manager of the Company's plant. In the event no agreement is reached by them within five (5) working days, the grievance shall next be taken up by the Union Local Unit Chairman or his representative and management.

(d) If the grievance is not settled within five (5) working days between the Union Local Unit Chairman or his representative and management, the grievance shall be taken up by the International Representative and management.

(e) If the grievance or dispute after being taken up by management and the Union Local Unit Chairman or his representative and the International Representative, cannot be resolved, the grievance shall be submitted to arbitration upon written request of either party within ten (10) working days. If the parties cannot agree on an arbitrator within ten (10) working days, the party requesting arbitration shall submit a request to the Federal Mediation and Conciliation Service for a

panel of seven (7) arbitrators; either party may reject two (2) entire panels, provided that the fee for the second or third panel shall be paid by the party rejecting the panel. No later than three (3) weeks from receipt of an acceptable panel, an arbitrator shall be selected from the panel by alternatively striking from the list until one remains; the party requesting arbitration shall have the first strike.

(f) The losing party shall pay the arbitrator's fees. The decision of the arbitrator shall be in writing and shall be final and binding on both parties. The arbitrator shall not have the right to change, modify or delete any condition of the existing Agreement.

(g) The Union Local Unit Chairman or his representative shall have the right to file a grievance against any violations of this Contract.

ARTICLE VII **WAREHOUSE**

Section 1. Employees currently assigned duties incident to the loading, unloading, storage and rotation of beer and containers and those hired subsequently to specifically perform such duties will be classified as warehousemen.

Section 2. (a) Duties performed by this classification are many and varied and may change daily and/or hourly. Employees must be able to perform all the elements of the position. Generally these duties are broadly defined.

1. Lift truck operator (loading and unloading).
2. Swing man (beer truck route or delivery).
3. Miscellaneous labor (housekeeping, repair, breakage).

(b) The Company agrees that when practical and feasible employees in the warehouse classification will be assigned duties consistent with seniority provided they are capable of performing the work required.

(c) All overtime in the warehouse shall be awarded on the basis of the seniority of the employees in the warehouse classification working the shift in which the overtime occurs, provided they are capable of performing the work required.

(d) When an opening occurs a warehouse employee may exercise seniority to change shifts understanding that a CDL may be required.

Section 3. The seniority rights set forth in **Section 2**, above are specific to warehouse employees; otherwise, employees in the warehouse classification may exercise seniority as provided in this Agreement.

ARTICLE VIII HOURS

Section 1. (a) 1. For drivers, except swing drivers on Pallet Bulk routes, satisfactory completion of the driver's assigned route shall constitute a day's work. No deliveries shall be scheduled after 6 p.m. Swing drivers on Pallet Bulk routes may be assigned to warehouse duties following completion of his route, but before his shift ends. If a driver believes that he will be unable to satisfactorily complete his day's workload, he must inform the Company of any factors he believes will adversely affect his ability to complete the day's work in a timely fashion. If the concerns are deemed bona fide, the Company will make the necessary adjustments to the route, which may include a helper, so that the affected driver can complete his route during the course of a normal work day. For all warehousemen, eight (8) hours within eight and one-half (8½) hours shall constitute a day's work. Five (5) days, forty (40) hours shall constitute a week's work for all but Bulk pallet drivers. Work week for all but Bulk pallet drivers shall start on Monday and end on Friday.

2. Bulk pallet drivers will be regularly scheduled four (4) days per week, Monday through Friday. Provided, however, Bulk pallet drivers may be scheduled an additional day any day of the week, Sunday through Saturday.

(b) Times for drivers shall be determined by the route. Service requirements of the customers on each route will be considered when determining starting times. In the absence of specific customer requirements, the starting time for all non-bulk routes will be no earlier than 6 a.m. and no later than 8 a.m. The starting time for all bulk routes will be no earlier than 4:30 a.m. Warehousemen may be scheduled to begin their shifts at any time, providing that all regular shift work starting between the hours of 2:00 p.m. and before 5:00 a.m. shall be paid the additional premium of one dollar twenty-five cents (\$1.25) per hour. Regular schedules will be posted on the Union bulletin board. In case of an emergency, any employee earning the premium bonus whose starting time is changed to 1:00 p.m. is entitled to the same premium bonus for hours worked.

(c) All employees shall start at their regular time unless notified of a change on the night before the change is to occur. All employees not properly notified the night before shall be paid for the day by the Company if there is no work to perform.

(d) All drivers shall check in the day's business receipts, on Company time, before going home. Driver's daily receipts will be verified, at the driver's request. All shortages and overages shall be balanced, one against the other, within a reasonable period of time, not to exceed two (2) pay periods.

(e) If the driver-salesman is called back through no fault of his or called back because his equipment is broken down, after going out on his route, he shall receive a minimum of one-half (½) the daily base pay, or his earned commissions that day, whichever is greater, in the event said employee does not complete his daily work.

Section 2. (a) Except for Bulk Pallet drivers, all work over eight (8) hours per day and /or forty (40) hours per week shall be paid for at the rate of time and one-half (1½) if authorized by the Company. Except for Bulk Pallet drivers, all work on Saturday and Sunday shall be paid at the rate of time and one-half (1½). Night Loaders shall be paid at the rate of time and one-half (1½) for work performed on Saturdays, but not Sundays. All overtime authorizations shall be handled in the following manner: The Company will designate a person or persons to authorize overtime. If said person or persons are unavailable, then the driver may return to the warehouse. Bulk drivers shall be paid at the rate of time and one-half (1½) only for work performed over forty (40) hours per week.

(b) All overtime shall be divided equally as possible between the regular employees by first offering the work by seniority to the employees in the classification available and physically able to perform the work on the shift; if not enough employees agree to work, the least senior employees in the classification will be required to work.

(c) Any claim for unpaid overtime must be submitted to the Company within one (1) week in which such overtime is claimed.

(d) The Saturday work schedule will be posted on Thursday for the Saturday following the upcoming Saturday. Anyone eligible to work Saturdays wanting to sign up must do so by the end of Third Shift Wednesday. Saturday schedule to be finalized and posted by management by Thursday, 5:00 p.m.

ARTICLE IX **WAGES AND COMMISSIONS**

Section 1. Warehousemen: Wages shall be paid weekly for 40 hours of employment at the following rates:

Effective May 1, 2016	\$17.65
Effective May 1, 2017	\$17.90
Effective May 1, 2018	\$18.20

Probationary help shall receive Two Dollars (\$2.00) per hour less than the above schedule; One Dollar (\$1.00) shall be replaced on the 31st day of employment and One Dollar (\$1.00) on the 91st day of employment.

Section 2. Drivers: Drivers shall be paid by commission. Compensation for commission drivers shall be computed on straight commission per case on the basis of the work week only. Commissions shall be computed only on full packages sold regardless of size or type. Rates for ¼ barrels will be ½ of the ½ bbl rates; rates for 1/6 barrels will be 1/3 of ½ bbl rate. Provided he was available for work, in no event will the driver's compensation on a weekly basis be less than the prevailing hourly warehouse rate times forty (40) hours.

IMPACT Driver Commission rates are as follows:

	<u>Cases</u>	<u>Full ½ bbls</u>	<u>Empty ½ bbls</u>
Effective May 1, 2016	\$.4300	\$1.50	\$.75
Effective May 1, 2017	\$.4350	\$1.55	\$.75
Effective May 1, 2018	\$.4400	\$1.55	\$.75

Cart Bulk Driver Commission rates are as follows:

	<u>Cases</u>	<u>Full ½ bbls</u>	<u>Empty ½ bbls</u>
Effective May 1, 2016	\$.2825	\$1.50	\$.75
Effective May 1, 2017	\$.2850	\$1.55	\$.75
Effective May 1, 2018	\$.2925	\$1.55	\$.75

Pallet Bulk Driver Commission rates are as follows:

	<u>Cases</u>	<u>Full ½ bbls</u>	<u>Empty ½ bbls</u>
Effective May 1, 2016	\$.2425	\$1.50	\$.75
Effective May 1, 2017	\$.2450	\$1.55	\$.75
Effective May 1, 2018	\$.2450	\$1.55	\$.75

Section 3. Drivers, including warehouse swing drivers, performing work in another classification will be paid the appropriate commission for the account serviced. Spot deliveries by warehouse employees will be paid the warehouse hourly rate.

Section 4. The Company may hire casual help throughout the year provided its Union members of this bargaining unit, who have been on layoff, have been called back and are working. Casual base rate shall be Twelve Dollars (\$12.00) per hour for the lifetime of this agreement without fringes. The waiver of fringe benefits does not include waiver of overtime or shift bonus. Casual help shall become members of the Union on the 31st day of employment. Casual help shall be limited to Warehouse duties only unless agreed otherwise between the Company and Union. Casual employees working between May 1st and September 15th, and November 15th and December 31st may be assigned to days or nights; the balance of the year, assignment is restricted to nights only. Any Casual employee who becomes a regular employee will be credited toward completion of the probationary period with all time worked during his or her casual employment.

ARTICLE X
FRINGE BENEFITS

Section 1. All regular employees shall be covered by the following group and insurance hospitalization plan. Probationary employees shall be covered with insurance the ninety-first (91st) full calendar day of employment.

Section 2. Life Insurance: \$24,000 (Double Indemnity in case of accidental death). For the retiree, a paid up \$3,000.00 policy continuing for the lifetime of the retiree, which is to be paid by the Company.

Section 3. Sickness and Accident Benefits: Sickness and Accident benefits shall be paid as per the schedule below. The benefits shall be payable from the first day in case of accidental injury and beginning on the fourth day in case of sickness covered by a reputable insurance company, premium paid by the Company.

WAREHOUSE: \$395.00 per week for a maximum of twenty-six (26) weeks.

\$405.00 per week for a maximum of twenty-six (26) weeks
(effective May 1, 2017).

\$415.00 per week for a maximum of twenty-six (26) weeks
(effective May 1, 2018).

DRIVERS: \$445.00 per week for a maximum of twenty-six (26) weeks.

\$455.00 per week for a maximum of twenty-six (26) weeks
(effective May 1, 2017).

\$465.00 per week for a maximum of twenty-six (26) weeks
(effective May 1, 2018).

Section 4. The Company will provide medical coverage including Surgical, Hospitalization, Prescription Drug and Dental plans for employees and their dependents at current level, or better, provided those benefits are available by the insurance provider; the Company may change providers upon prior notice to the Union; however, any change in benefits may only be made by agreement between the Company and the International Union. The Prescription Drug card will be similar to the Company-wide plan and will include a generic, formulary and brand distinction. The Company may offer alternative plans provided that each alternative medical carrier is available to every member of the bargaining unit.

The Company will pay seventy-five percent (75%) of the monthly premium cost for the Traditional Plan, and the employee will pay, through payroll deduction, twenty-five (25%) percent of the premium cost for the Traditional Plan. The Company will pay eighty percent (80%) of the monthly premium cost for the High Deductible Plan with HSA, and the employee will pay, through payroll deduction, twenty percent (20%) of the premium cost for the High Deductible Plan with HSA.

Section 5. In case an employee is laid off, said employee shall be covered by hospitalization for a period of thirty (30) days additional following the end of the month in which said employee was laid off.

Section 6. In the case of an employee who is off work due to a nonoccupational sickness or injury, the coverage enumerated in this Article X, the Company is obligated to pay the premiums for said coverage for a period not to exceed six (6) months. Any employee who returns to work under this section, and subsequently commences another leave for the same sickness or injury

within three (3) weeks of his return to work will be considered to be on continuous leave from the date of the original leave.

In the case of an employee who is off work due to an occupational sickness or injury, the coverage enumerated in this Article X, the Company is obligated to pay the premiums for the duration of temporary disability, not to exceed twelve (12) months, or until eligible for Medicare on permanent disability; whichever is less. Any employee who returns to work under this section, and subsequently commences another leave for the same sickness or injury within three (3) weeks of his return to work will be considered to be on continuous leave from the date of the original leave.

Section 7. 401(k)

(a) For each employee who works a minimum of three (3) eight (8) hour days in a calendar week, including paid vacations and holidays, the Company will deposit forty-three dollars (\$43.00) per week (effective May 1, 2017, \$44.00 per week, and, effective May 1, 2018, \$45.00 per week) into the employee's choice of investment options offered by the Company in the 401(k) Plan. All participants will be fully vested in these amounts transferred and shall have full discretion to transfer the funds to other investment options within the 401(k) Plan.

(b) The Company will provide the opportunity for the employees to make salary deferrals into the 401(k) Plan.

(c) The Company will match all employee salary deferrals into the 401(k) Plan on a 1 for 2 basis (\$1.00 by the Company for each \$2.00 deferred by the employee). The maximum Company matching contribution will be \$3,000.00 annually, prorated for less than a full year employment.

(d) In no event will the total retirement contributions according to sections (a), (b) and (c) above made by the Company exceed the Internal Revenue Service limits (currently \$18,000.00 pretax for employee contribution and a Company contribution of \$53,000.00).

(e) The Company will bear the cost of establishing and maintaining the plan set forth above including the administrative cost of employee-directed investments in alternative pooled funds provided by the trustee. Costs for investment direction and fees and commissions for services outside the trustee pooled funds will be borne by the employee as well as any costs associated with extraordinary charges or costs.

ARTICLE XI BEREAVEMENT AND BIRTHDAY PAY

Section 1. Bereavement Benefits: In case of death in the immediate family, an employee who has been in the employ of the Company for thirty (30) calendar days shall have three (3) days off with pay at the holiday rate per day under the following conditions:

(a) The deceased person must be either the spouse, mother, father, brother, sister, daughter or son of the affected employee.

(b) If the deceased person is his father-in-law or mother-in-law, he shall receive three (3) days off with pay at the holiday rate per day providing the affected employee attends the funeral of the deceased person.

(c) Saturday and Sunday are not counted as days for which pay shall be given. Example: Should the death occur on Saturday and the burial occurs on Tuesday, the affected employee is to receive two (2) days' pay. In the event the death and burial require travel on the part of the employee, a maximum of three (3) days' pay shall be given him regardless of the days providing he is actually absent for this purpose.

(d) Employees shall have three (3) days' pay at the holiday rate per day if the death takes place during his vacation providing the affected employee attends the funeral of the deceased person, all according to the terms and conditions as set forth in the immediate preceding paragraphs (a), (b) and (c).

Section 2. (a) All employees who have been in the employ of the Company for thirty (30) calendar days will receive one (1) full day's pay at the holiday rate for his birthday regardless, of what day it falls on. If the birthday falls on a working day, subject to the approval of the Company, the employee may request the birthday or another day off. Birthday pay same as Article XII, Section 1.

(b) Birthday and bereavement pay is paid (rate the same as holiday pay) to an employee who is off for vacation, sickness or injury. This paragraph has no conditions for working the day before or after.

ARTICLE XII **HOLIDAY PAY**

Section 1. The following days shall be legal holidays for which all employees shall receive a day's pay as set forth below: New Year's Day, Memorial Day, Fourth of July, Labor Day, Leo Munch's birthday (October 23), Martin Luther King Day, Thanksgiving Day and Christmas Day. Employees will be granted a paid personal day each year of the Agreement contingent on pre-approval by the Company.

Warehousemen:	8 hours pay at base rate
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Bulk and IMPACT Drivers:	\$100.00 per day for commission drivers
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Section 2. In order to be eligible for holiday pay, an employee must work his regularly scheduled day before the holiday and his regularly scheduled day after the holiday. The requirement shall not apply to employees who are absent by reason of vacation. The requirement

shall not apply to employees who are absent by reason of injury or valid sickness, bereavement or birthday provided they have worked at least one (1) day the week preceding the week in which the holiday falls and one (1) day the week following the week in which the holiday falls.

Section 3. In order to be entitled to holiday pay, probationary employees must be in the employ of the Company for at least thirty (30) calendar days prior to the holiday. This applies only to probationary employees.

Section 4. Any employee who works on one of the above-named holidays, will receive their regular pay plus holiday pay. Holiday pay shall be based on the rates at which the respective classifications are paid as set forth in Article XII, Section 1 hereof. In the event that Saturday is worked in a week in which a holiday is worked, time and one-half (1-1/2) must be paid for that Saturday, except for Bulk Drivers, Saturday being part of their regular week. No swing shift shall be hired.

Section 5. No regular route shall be scheduled on the following legal holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day or Sunday.

ARTICLE XIII **VACATIONS**

Section 1. (a) All employees covered by this Agreement who have worked for the Company for a period of one (1) year or longer shall receive the following vacations with pay.

(b) A week's vacation pay shall mean five (5) working days; should an employee take his vacation during the week of a holiday, the holiday shall be extra and not included in the forty (40) hours.

(c) A week's vacation pay shall be computed as follows: All employees receive their average weekly wage for each week of vacation due him which shall be computed by dividing the wages earned as shown on his W-2 form from the previous year by the number of weeks actually worked, plus vacation time; however, in no event shall the divider be greater than fifty-two (52) in said year.

A divider of fifty-three (53) may be used in those years in which fifty-three (53) actual pay periods form the wages shown on the W-2.

Section 2. All employees shall be entitled to vacations as follows:

For one (1) year of service - one (1) week.

For three (3) years of service - two (2) weeks.

For seven (7) years of service - three (3) weeks.

For twelve (12) years of service - four (4) weeks.

For twenty (20) years of service - five (5) weeks (for employees hired prior to May 1, 2002 only)

Section 3. Vacations must be taken according to seniority with the most senior person having the preference. The Company shall post the vacation list no later than November 15 for a period of four (4) weeks. During the first two (2) weeks of posting, all employees with four (4) and five (5) weeks of earned vacation must put in their bids for a vacation. All remaining employees must put in their bids for a vacation during the second two (2) weeks of the vacation schedule posting in order to be scheduled by seniority. Requests not received by the end of the four (4) week period will be available and scheduled on a first-come first-served basis.

The vacation period will be January 1st through December 31st. The anniversary date of employment of each employee shall determine his eligibility for vacation time in the upcoming calendar year. There shall be no accumulation of vacations, and all vacations must be taken during the calendar year, subject to the following exceptions:

Employees with 2 or 3 weeks' earned vacation must take all but 1 week.
Employees with 4 or 5 weeks' earned vacation must take all but 2 weeks.

Vacation seniority shall be computed from the time an employee starts with the Company.

Employees shall be permitted to use one week (i.e. - 5 days) of their earned vacation on a day at a time basis, except during the period from May 15th to Labor Day, unless the single day is available on the vacation schedule. Such one-day vacations may not be scheduled during the vacation posting process.

The Company will pay a vacation on a prorated basis only to those employees who retire from the Company and/or any employee who passes away during their period of employment with the Company.

The Company shall post a vacation schedule, and it shall remain posted during said vacation period.

Vacation pay shall be paid at the time vacation is taken. If the employee opts not to take all of his vacation, as discussed above, the untaken vacation pay shall be paid with the second payroll of December.

ARTICLE XIV **MANAGEMENT CLAUSE**

The management of the business and the direction of the employees, including the right to hire, discipline, suspend for cause, discharge for cause, transfer, promote and lay off employees, the direction of the work forces, the maintenance efficiency of employees, the operation of its warehouse and delivery routes, and the exercise of all other functions are the sole and exclusive right of the Company. The exercise of the above- mentioned rights shall not be in conflict to any section of this Agreement.

ARTICLE XV SAFETY AND HEALTH

Section 1. The Union and Company will cooperate in observing all Federal, State and Local safety rules and regulations.

Section 2. A Safety and Health Committee, consisting of three (3) members designated by the Union and three (3) members designated by the Company, shall be established. The Committee shall meet at mutually agreeable times, but not less frequently than once per calendar quarter. Unless extended by the mutual agreement of all members of the Committee, each meeting of the Committee shall be limited to a duration of one and one-half (1 ½) hours. The Committee may consider such matters relating to safety and health as the members designated by the Union and the members designated by the Company mutually agree, and it may make recommendations to the Company regarding such matters. Scheduled work hours lost by the employee members of the Committee in attending the meetings of the Committee shall be with pay. If the meeting is held at a time the employee is not scheduled to work, the employee shall be paid at the warehouse hourly rate. In order to assure that discussions at Committee meetings are conducted candidly and productively, the deliberations or recommendations of the Committee shall be held in confidence and no evidence, either testimonial or documentary, relating to the deliberations and recommendations of the Committee shall be admissible in any arbitration proceedings conducted pursuant to this Agreement, it being recognized, though, that safety and health issues are subject to the Grievance Procedure.

Section 3. Any grievances filed concerning safety and health matters shall be advanced to Step 2 at the time of filing.

ARTICLE XVI AGREEMENT TERMS

Section 1. During the terms of this Contract, no lockout, strike or walkout or other interruption to normal operations shall be declared by either party to this Agreement.

Section 2. Should any part or any provision herein contained be rendered or declared illegal, unenforceable or an unfair labor practice by reason of existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, including the National Labor Relations Board, such invalidation shall not affect the remaining portions hereof; provided, however, in such a contingency the parties shall promptly meet and negotiate substitute provisions rendered or declared illegal or an unfair labor practice.

Section 3. This Agreement shall become effective May 1, 2016 and shall continue in full force and effect to and including April 30, 2019. It is further agreed between the parties herein that this Agreement shall automatically renew from year to year thereafter unless and until either party serves written notice upon the other party sixty (60) days prior to the expiration date of this Agreement, or any renewal thereof.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this
_____ day of May, 2016.

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION,
AFL-CIO-CLC ON BEHALF OF ITS
LOCAL UNION NO. 87.2**

TREU HOUSE OF MUNCH, INC.

Leo W. Gerard
USW International President

Todd Esser, President

Stanley W. Johnson
USW International Secretary-Treasurer

Tom Conway, USW International Vice-President
(Administration)

Fred Redmond, USW International Vice President
(Human Affairs)

Gary Beevers, USW International Vice President

David R. McCall, USW Director, District 1

Daniel J. Voorhees, USW Staff Representative

Local Union

EXHIBIT A

PAYROLL DEDUCTION AUTHORIZATIONS

Section 1. The initiation fee of the Union of Ten Dollars (\$10.00) shall be deducted by the Company from any member or qualified member of the Union, who has signed authorization to do so; and such initiation fee shall be remitted to the International Secretary-Treasurer of the Union in the same manner as dues collection.

Section 2. The Company will check off monthly dues, assessments, and initiation fees, each as designated by the International Secretary-Treasurer of the Union, as membership dues in the Union, on the basis of individually signed voluntary checkoff authorization cards in forms agreed to by the Company and the Union; provided, however, the dues will not be deducted from any employee who has worked less than forty (40) hours during the month in question.

Section 3. The deductions authorized in paragraphs 1 and 2 shall begin in the first pay period following the pay period in which the employee becomes a member of the Union.

Section 4. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of such action taken or not taken by the Company for the purpose of complying with any of the provisions of this Section.

Section 5. The matters set forth in this Article shall be carried out in conformance with any applicable state or federal statute.

EXHIBIT B

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Treu House of Munch, Inc. ("the Company") will provide eligible employees up to twelve (12) workweeks of unpaid, job-protected leave each year for any of the following family and medical reasons according to the Family and Medical Leave Act (FMLA).

- The employee's own serious health condition, as defined, that makes the employee unable to perform the essential functions of the job.
- For incapacity due to pregnancy, prenatal medical care or child birth.
- To care for the employee's spouse, child, or parent with a serious health condition.
- To care for the employee's newborn child, newly adopted child, or newly placed foster child as long as the leave is taken in the year following the child's birth or placement.
- To attend to a qualifying exigency arising out of the fact that a spouse, child or parent of the employee is on covered active duty (or has been notified of an impending call or order to active duty) in the Armed Forces. (Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.)

An eligible employee may take a total of twenty-six (26) weeks of unpaid leave during a single twelve (12) month period to care for the spouse, son, daughter, parent, or next of kin of a service member who is:

- a current member of the Armed forces (including a member of the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render him/her medically unfit to perform his/her duties; The leave may be taken to care for the covered service member while he or she is undergoing medical treatment, recuperation, or therapy or is in outpatient status or is on the temporary disability retired list; or
- a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness that was incurred in the line of duty and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

General Provisions

- Eligibility. An employee is eligible for Family and Medical Leave if he or she:
- a. Is employed at a location that has at least fifty (50) of our employees within a 75-mile radius;
 - b. Has been employed by us at least twelve (12) months; and
 - c. Has worked at least 1,250 hours during the twelve (12) month period immediately before the date the leave begins.

Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves one of the following:

- a. *Overnight care* in a medical care facility.
- b. *Continuing treatment* by a health care provider that prevents the employee from performing the functions of the job (or prevents the employee's family member from participating in daily activities, like work or school).
 - The continuing treatment requirement generally is met by a period of incapacity of *more than three whole and consecutive calendar days* combined with:
 - At least two visits to a health care provider; or
 - A visit to a health care provider and a regimen of continuing treatment.
- c. Due to *pregnancy or prenatal care*.
- d. Due to a *chronic condition requiring treatment*.
 - **Chronic Conditions Requiring Treatments.** A chronic condition that is documented by a physician and requires all of the following:
 - Requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider;
 - Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - May cause episodic rather than a continuing period of incapacity (for example asthma, diabetes, epilepsy, etc.).
- e. *Permanent/Long-term Conditions Requiring Supervision.* A period of incapacity that is permanent or long term due to a condition for which treatment may not be effective. The employee or the employee's family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider. Examples include Alzheimer, a severe stroke, or the terminal stages of a disease.
- f. *Multiple Treatments (Non-Chronic Conditions).* Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider, either for restorative surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days.

Requesting a Leave. When leave is foreseeable, the employee must give Human Resources at least 30 days advance notice. When 30 days is not possible, the employee must provide notice as soon as practicable and must comply with the Company's call in procedure. If an employee is unable to give notice, a responsible person such as a spouse or family member must call as soon as possible. Failure to give appropriate notice may result in denial of the leave, disciplinary action and/or termination of employment.

To request a leave, employee must notify Human Resources, complete the appropriate form(s) and return it to Human Resources by the required date.

Paid Benefits During Leave. When an employee requests FMLA leave, the employee must use available paid leave, and must do so in accordance with the relevant leave policies. Paid leave will run concurrent with (count against) available FMLA leave.

Benefits While on Leave. The Company will maintain the same level of benefits during the leave period as were in force immediately prior to the leave. If the employee is receiving a paycheck, benefit premiums will be deducted as usual. If the employee is not receiving a paycheck while on FMLA leave, the employee is responsible for paying his or her share of the benefit premiums while on FMLA leave. If an employee does not return to work after FMLA leave, the Company may require the employee to reimburse it for benefit premiums paid on the employee's behalf.

Use of FMLA will not cause employees to lose any employment benefit that accrued prior to the start of the leave.

Forms. The Company may require employees to provide additional information to determine whether the employee qualifies for FMLA leave. Information requests may include documentation of inability to perform the job, the family member's disability status, continuing treatment and/or hospitalization needs or other circumstances surrounding the nature of the leave. Employees must inform the Company if any requested leave is for a reason for which FMLA leave was previously taken or certified. Employees will be required to provide sufficient information informing the Company of the timing and duration of leave. Employees may also be required to provide certification and periodic recertification supporting the need for leave.

Certification of a Health Care Provider. A treating health care provider must specify and certify the nature of the qualifying serious health condition, beginning/ending dates of incapacity, treatment, or care, etc. A Certification of Health Care Provider form must be fully completed, signed, and dated by the treating health care provider. If the leave is to provide care for an eligible family member, the employee and the family member's treating health care provider will need to complete the respective sections of a Certification form. If the employee fails to provide the Certification of Health Care Provider form within 15 days of the date requested, the employee's leave may be delayed or denied and consequential disciplinary action may occur.

The health care provider may be asked to provide clarifying information related to the Certification of Health Care Provider form at the time of approval reviews and any subsequent determination(s) related to leaves when questions arise. The Company may also request certification and other updates as appropriate and necessary.

The Company may also seek second or third opinions (at its expense) from independent third party medical experts. The employee (or the employee's family member) may be required to submit to an examination by one or more of such experts. The employee's cooperation with such examinations is required and failure to cooperate may cause the leave to be delayed or denied and may also directly lead to disciplinary action. The employee will be granted provisional leave while the Company waits for clarifications and/or the results of a second or third opinion.

Communicating Leave Status. After receiving the Certification of Health Care Provider form, the Company will inform the employee, in writing, whether leave has been approved. The employee will receive a designation of FMLA leave status which will detail the type of leave being approved, along with the approved leave period, return-to-work date, and related requirements. The time off prior to approval will be counted as part of the leave if eligibility and qualification are established. The Company may retroactively designate time away from work that qualifies as job-protected FMLA and count the absences toward the 12-week entitlement. The employee will be notified in writing of this designation while absent or after returning to work. If the leave is denied, time off may result in discipline in accordance with attendance policy.

Return to Work. As soon as the employee knows the employee's return-to-work date, the employee must notify the employee's supervisor and Human Resources. If the employee's return-to-work date changes, the employee must notify the same immediately and no later than two days after learning of the change. The employee may be required to provide a fitness for duty certificate from a health care provider indicating the employee's capacity to return to work and to perform the work required. The employee must be able to perform the essential functions of the job upon return.

When the employee returns from FMLA leave, the employee will be reinstated to the employee's former position or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Exceptions may apply if business circumstances have changed and for certain highly compensated positions under conditions defined within FMLA legislation.

If the employee fails to provide a required fitness for duty certificate from a treating physician, does not complete the Company's return-to-work requirements and/or fails to return to work in a timely manner after the conclusion of leave, the employee may be terminated.

Intermittent Leave or Reduced Work Schedule. When medically necessary, leave for some conditions (including qualified exigencies) may be taken intermittently or on a reduced leave schedule instead of in a single block. Employees are required, however, to schedule leave for planned appointments outside of work hours so as to not disrupt the Company's operations. Requests for intermittent leave are handled the same as any other FMLA leave (See, "Requesting a Leave"). Once FMLA status has been established, further requests for intermittent leave require that an employee:

- a. Notify the employee's supervisor/manager and Human Resources of the need to use intermittent leave as soon as possible.
- b. Follow our absence and call off requirements.
- c. Provide documentation verifying appropriate use of intermittent leave.

If an employee is requesting FMLA to care for a newly born or placed child, the employee is not eligible for intermittent leave or reduced work schedules.

In the event of intermittent leave, it may be necessary to temporarily transfer the employee to an alternative position with no loss of pay or benefits to better accommodate recurring periods of leave.

Calculating the 12-month period. The 12-month FMLA leave period is calculated as a rolling 12-month period counted backward from the date an employee uses leave under this policy. Each time an employee takes FMLA leave, the Company will compute the amount of leave taken under this policy and subtract it from the 12 weeks of available leave, specific to each rolling 12-month period. The remaining balance is the maximum the employee is entitled to take at that time under FMLA. The total amount of leave is 12 weeks for each year.

Second Qualifying Event While on Leave. If an employee has a second qualifying leave while out on approved FMLA leave, the employee may request approval for a concurrent leave. The leave periods may partially or fully overlap. The employee will be required to complete the appropriate FMLA leave forms and provide a Certification of Health Care Provider form to establish qualification, the leave period, and a return-to-work date, which may be different. If the leave is approved, the employee's return-to-work date is the latter of the two leave periods.

Restrictions While on Leave. Employees may not engage in other employment while on FMLA leave (or on a Company leave of absence of any kind.) A leave must be used only for the purpose requested. If an employee uses a leave of absence for any other purpose, including for travel/vacation, the employee will be considered to have voluntarily resigned employment with the Company.

May 1, 2016

Mr. Daniel J. Voorhees, Staff Representative
United Steelworkers
955 Commerce Drive
Perrysburg, Ohio 43551

Re: **Treu House of Munch, Inc. and United Steelworkers
and its Local Union No. 87.2**

Dear Dan:

In the course of our recent negotiations, there was discussion between Treu House of Munch, Inc. (the "Company") and the United Steelworkers and its Local Union No. 87.2 (the "Union") regarding parking tickets issued to drivers and weight overloads. Those discussions led to an understanding on these issues, which is as follows.

In situations in which the employee has no viable option but to park the truck in a posted no-parking spot and the employee receives a ticket, the fine associated with the ticket shall be reimbursed by the Company. Fines from tickets for parking in handicap zones will not be reimbursed.

With respect to weight overloads, the Company shall prepare models of the weight loads of typical fully-loaded trucks. Such models shall be submitted for consideration and discussion by the Safety and Health Committee within sixty (60) days of the effective date of this Agreement.

The Company shall prepare a daily report of the total load weight for each route. If a particular route is overloaded, stop(s) may be moved to a different route, stop(s) may be prepared for a re-load for the route in question or a swing driver will deliver the stop to the route driver, as determined pursuant to the Management Rights clause.

The agreement set forth in this letter shall remain in effect until both parties agree to its discontinuance.

We trust that this letter accurately sets forth the understandings reached with regard to parking tickets and weight overloads. If so, we would ask that you acknowledge your assent to these understandings by signing below.

FOR TREU HOUSE OF MUNCH, INC.

By _____
Gregg Hipp, Vice President/General Manager

**FOR UNITED STEELWORKERS and its LOCAL
UNION NO. 87.2**

By _____
Daniel J. Voorhees, Staff Representative

May 1, 2016

Mr. Daniel J. Voorhees, Staff Representative
United Steelworkers
955 Commerce Drive
Perrysburg, Ohio 43551

Re: **Treu House of Munch, Inc. and United Steelworkers
and its Local Union No. 87.2**

Dear Dan:

In the course of our recent negotiations, there was discussion between Treu House of Munch, Inc. (the "Company") and the United Steelworkers and its Local Union No. 87.2 (the "Union") regarding health insurance. It was agreed that the Company will continue to work with bargaining unit employees to manage health care costs, and will take bids from firms recommended by the Union.

The agreement set forth in this letter shall remain in effect until both parties agree to its discontinuance.

We trust that this letter accurately sets forth the understandings reached with regard to health insurance. If so, we would ask that you acknowledge your assent to these understandings by signing below.

FOR TREU HOUSE OF MUNCH, INC.

By _____
Gregg Hipp, Vice President/General Manager

**FOR UNITED STEELWORKERS and its LOCAL
UNION NO. 87.2**

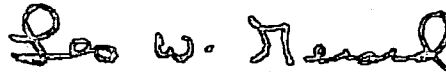
By _____
Daniel J. Voorhees, Staff Representative

TREU HOUSE OF MUNCH, INC.



Todd Esser
President

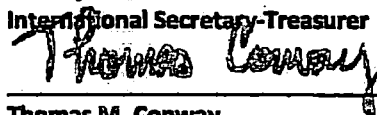
UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 87-02



Leo Gerard
International President



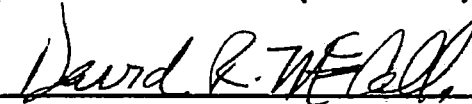
Stanley W. Johnson
International Secretary-Treasurer



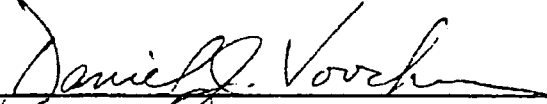
Thomas M. Conway
International Vice President (Administration)



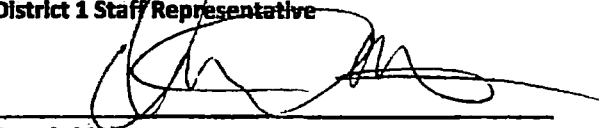
Fred Redmond
International Vice President (Human Affairs)



David R. McCall
Director - District 1



Daniel J. Voorhees
District 1 Staff Representative



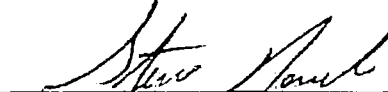
Dennis Mulkey
Unit Chairman USW LU 87-02



Robert "Mick" Boddy
Unit Griever USW LU 87-02



Jordan Forshey
Unit Griever USW LU 87-02



Steve Nowak
Unit Griever USW LU 87-02