

AGREEMENT
BETWEEN
CREAM-O-LAND DAIRY, INC.
WITH
DAIRY WORKERS ASSOCIATION, INC.

DATED: SEPTEMBER 1, 2025 TO SEPTEMBER 1, 2028
12:01 A.M.

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THIS AGREEMENT, MADE AND ENTERED INTO EFFECTIVE THIS DAY SEPTEMBER 1, 2025 BY CREAM-O-LAND DAIRY, INC., a corporation in the state of New Jersey, hereinafter referred to as the “Company”, and the DAIRY WORKERS ASSOCIATION, INC., a corporation in the state of New Jersey, hereinafter referred to as the “Union”.

ARTICLE 1

RECOGNITION RECITALS

A. The Company recognizes the Union as the sole and exclusive bargaining agency for all employees in the bargaining unit. No grievances may be filed on behalf of probationary employees except those related to pay, or where representation is required by law.

B. All new employees shall become members of the Union after a probationary period of ninety (90) days, provided the employee works at least 55 of their scheduled shifts during the ninety (90) days. If the employee does not work at least 55 of their scheduled shifts during the ninety (90) days, the Company reserves the right to extend the probationary period to 120 days. Any employee refusing to join the Union within ten (10) days after their probationary period will be terminated by the Company.

C. All union employees shall be maintained in their membership in the Union in good standing for the duration of this agreement by the Union.

D. The bargaining unit shall consist of the following job titles and all union employees shall be classified in their specific departments, based on the following job titles, according to their services rendered to the Company.

1. Wholesale Route Drivers
2. School Route Drivers
3. Warehouse Personnel
4. Utility Drivers
5. Driver Jumpers

E. Equal Employment Opportunity: Our Company is committed to the full utilization of all human resources and to a policy of equal employment opportunity. Our Company will not unlawfully discriminate against employees or applicants for employment on any legally recognized basis including but not limited to; Race, Creed, Color, National Origin, Sex, Age, Physical or Mental Disability, Veteran Status, Marital Status, Sexual Orientation, Citizenship Status, or any other status that is protected by applicable laws in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment.

ARTICLE 2

DUES AND INITIATION FEES

The company will deduct dues and initiation fees from each employee and pay over to the Union treasurer by direct deposit to the Union's bank account such sums collected each month. The Union will furnish the employer with an authorization in writing from each employee to make such deductions and specifying the amount of dues and initiation fees to be deducted. No employee will be recognized by the Company as a Union member until said form is submitted. The Union shall indemnify the company against any and all liability which may arise by reason of the company's deduction of money from employees' wages for Union membership dues, initiation fees, and assessments, in accordance with written employee authorizations furnished to the company by the Union.

ARTICLE 3

DAYS OF WORK

The regular work week for School Route Drivers shall consist of five worked days. The regular work week for Wholesale Route Drivers, shall consist of five worked days. The Warehouse personnel will be scheduled to work 40 hours over a five-day period. Jumpers work week shall consist usually of 6 days work.

ARTICLE 4

VACATIONS

A. For purposes of determining vacation accrual/entitlement, the vacation year for all Union employees shall begin from the date of hire. Vacation accrual/entitlement shall be in accordance with paragraphs E through I below.

B. Vacations shall be taken anytime from January through December subject to the "Black Out" week, except School Route Drivers shall be required to take their vacation when school is off. All employees must take their vacations, except in cases of emergencies which will be at the company's discretion after a review of the request.

C. Vacation shall be selected by the end of December for the coming year. The Union will be given a vacation schedule form by November 1st, and it will be returned to the Company by January 1st. By December 15th, Company will be notified of the January vacations. "Black Out" week is the first week of schools (which may vary by school), as determined by the Company. A separate warehouse vacation schedule form will be provided to the Union by the Company and the Union will return it to the company by December 15th for January vacations and by January 1st for all other vacations. In the event a vacation is not selected for an employee on the Union vacation schedule, the Company will assign dates.

D. Date selection goes by Union seniority.

E. Upon completion of one (1) year of service, an employee will receive five (5) days of vacation to be taken during the second year of service.

F. Upon completion of two, three, and four years of service, an employee will receive ten (10) days of vacation to be taken respectively in years three, four, and five.

G. Upon completion of five, six, seven, eight, and nine years of service, an employee will receive fifteen (15) days of vacation to be taken respectively in years six, seven, eight, nine, and ten.

H. Upon completion of ten, eleven, twelve, thirteen, and fourteen years of service, an employee will receive twenty (20) days of vacation to be taken respectively in years eleven, twelve, thirteen, fourteen, and fifteen.

I. Upon completion of the fifteenth year of service and upon the completion of each year of service thereafter, an employee will receive twenty-five (25) days of vacation to be taken respectively in year sixteen and in each following year.

J. Vacation accrual upon the completion of any year of service according to the above schedule shall be prorated based on any month in which an employee has been absent without pay for more than one-half of the employee's regularly scheduled workdays during that month. For example, an employee who has been absent without pay for more than one-half of his regularly scheduled workdays in a given month shall accrue $11/12$ of that year's vacation accrual. By way of further example, an employee who has been absent without pay for more than one-half of his regularly scheduled workdays in each of two months shall accrue $5/6$ of that year's vacation accrual.

K. Any employee who voluntarily leaves after giving two weeks written notice of resignation and who works with the Company for the full two weeks of notice shall, within ten days (10) after termination, be paid for any unused vacation days available to the employee as of the date on which the written notice of resignation was given by the employee to the company. Any route shortages or route discrepancies within that ten (10) day period shall be set off against the amounts payable to the employee.

L. All Vacation pay shall be paid on the regular payday before an employee leaves on vacation.

M. Vacation pay for all Union employees regularly scheduled for five days in a workweek will be based on the employee's most recent five-day regular pay (*i.e.*, exclusive of overtime, holiday pay, bonuses, or other special items of pay). Vacation pay for all Jumpers regularly scheduled for six days in a workweek will be based on the employee's most recent six-day daily base pay (*i.e.*, exclusive of overtime, holiday pay, bonuses or other special items of pay).

ARTICLE 5

PAYMENT UPON VOLUNTARY RESIGNATION

A. Any employee who resigns his employment after one (1) year of service shall receive five-twelfths ($5/12$) of one (1) day's pay for each month he has worked since the beginning of the current calendar year.

B. Any employee who resigns his employment after two (2) years of service shall receive five-sixths ($5/6$) of one (1) day's pay for each complete month he has worked since the beginning of the current calendar year.

C. Any employee who resigns his employment after six (6) years of service shall receive one and one-fourth ($1-1/4$) day's pay for each month he has worked since the beginning of the current calendar year.

D. Any employee who resigns his employment after ten (10) years of service shall receive one and two-thirds ($1-2/3$) day's pay for each month he has worked since the beginning of the current calendar year.

E. If employee resigns, he will agree to give the Company two (2) weeks written notice in advance of his resignation and must work the full two (2) weeks. Vacation cannot be part of this two-week notice. If employee fails to do so they shall sacrifice all rights to any earned benefits [i.e. sick/personal days, accrued vacation days]. The Company will allow the employee to work the two weeks providing they perform to the Company's satisfaction.

ARTICLE 6

SICK DAY / PERSONAL DAYS

A. Effective 1/1/26: the time period from March 1 to February 28 will be used for sick/personal days for purposes of an accrual period. Effective 1/1/26: as of March 1 of each year, Wholesale Drivers and Warehouse personnel will "bank" six (6) sick days and two (2) personal days and School Route Drivers will bank six (6) sick days and two (2) personal days.

B. In the first full pay period of the following February 28 of the following year, all Drivers and Warehouse personnel will be paid for one-half of any unused sick and personal days as of that time and the number of sick and personal days for which payment is then made shall be deducted from the employees' "banks." In the first full pay period of the following March 1, all Drivers and Warehouse personnel will be paid for any unused sick and personal days in their bank as of February 28th and those days shall then be deducted from their bank. These payments will be paid on a separate payroll check. Employees regularly scheduled as School Route Drivers may roll over 2 days per year. The maximum total amount of days that School Route Drivers can roll over is 2.

C. In those weeks where a School Route driver works fewer than five (5) days due to school not being in session the entire week, a School Route Driver may elect to use available paid sick or personal days and thereby receive a day's pay for the day(s) off in such a short work

week, provided, however, that the short school week is not due to school being off for one of the paid holidays set forth in Article X, "Holidays". If the short school week is due to a holiday for which a school route driver has a paid day off pursuant to Article X, the School Route Driver may not use any available sick or personal days for that day. If the short school week is due to school closings for reasons other than a paid holiday pursuant to Article X and a School Route Driver elects use an available sick or personal day from his bank so as to be paid for that day, then such days shall be deducted from his bank. School drivers cannot request a personal day off. They are expected to work the entire school year.

D. Paid sick and personal days for Drivers shall be calculated based on the employee's most recent five day regular pay (*i.e.*, exclusive of holiday pay, bonuses, or other special items of pay) divided by five. Warehouse employees' sick and personal days shall be calculated by eight (8) hours times' current straight-time hourly rate.

E. Any driver who, during the course of the day's work, is taken ill shall be paid one half (1/2) day's pay, if less than fifty percent (50%) of the route is completed; or a full day's pay if more than fifty percent (50%) of the route is completed. This shall apply only to the day of illness. This shall not affect paid sick days. The relief or substitute man called in shall receive a full day's pay.

F. Exceptions will be made to the sick/personal pay period on an individual basis as needed if the employee has available sick or personal days. Each case will be reviewed separately and must be accompanied by a doctor's note.

G. In the event any Employee is absent from work for three or more consecutive days and provides a physician's note confirming the illness and/or condition, the Employee shall be able to utilize earned sick days with pay in lieu of waiting for accrual of same in the following March or October as the case may be.

ARTICLE 7

SENIORITY, PROMOTIONS, OR JOB TRANSFERS

A. The Company will provide the Union with a new seniority list every 60 days and the Union shall post it in a conspicuous place and maintain the seniority list that shall be updated every sixty (60) days. In the event of automation, route elimination, layoffs and subsequent recalls, strict seniority will be followed.

B. Seniority shall be retroactive to the date of hire.

C. Promotions and job transfers will be made in accordance with seniority and ability to perform the job to the company's satisfaction.

D. All bids on job transfers or promotions will be discussed with a Union Executive and will be subject to the Company's approval.

E. Promotions refer to transferring from one bargaining unit position to another bargaining unit position. For Drivers, after the Company fills a bidded route, bids shall be opened for the route made available.

F. Job transfer refers to transferring from one bargaining unit position to another bargaining unit position. Whenever a route becomes available, all Union employees shall be allowed to bid on said route.

G. Whenever a bargaining unit position is made available, it will be bid on within 30 days. All jobs are under the Company's jurisdiction. However, if a probationer's job becomes available, then said job shall be put up for bid at the Company's discretion. No Union employee shall be allowed to change positions more than once in a one-year period unless their job is abolished.

H. The Company shall post any position to be bid on for a minimum of seven (7) consecutive days before closing bid.

I. The Union employee has the right to have a union representative present prior to position change at their request.

J. Bargaining unit jobs to be bid on before outsiders are hired.

K. Layoffs by Union seniority.

L. Stop gap shall be injected after the second route has been bid.

M. Routes will be filled by successful bidder within 30 days depending on manpower availability. Notice is required to Union and bidder of need for extension of time.

N. At such time as a new or replacement position becomes available, COL shall post the position on the Union bulletin board and notify the Union of the position, qualifications, and compensation. Existing Employees shall be entitled to apply for the position and if eligible, the position shall be offered to them subject to the following:

(a) In the event COL receives no notification from an Employee of their interest in the position within seven (7) days following posting and notification to the Union, COL shall be free to offer the position to any other person whether a Union Employee or not.

(b) Seniority, as well as skill and ability to perform the job, are the factors the Company will consider in awarding the job. If both factors are relatively equal, then seniority will be the determining factor.

(c) COL reserves the right to limit the number of eligible employees applying for the position in order to prevent a negative impact upon the existing business of COL.

O. If an employee's employment with the Company terminates, the employee's seniority shall end. If the employee is/was re-employed within ninety (90) days of the employee's termination date, the employee's seniority date will be their original hire date; if the employee is

re-employed after ninety (90) days, then their seniority date shall be the most recent date of hire. If the Company is directed by an arbitrator, an administrative body or a court to reinstate an employee "with seniority," then such employee's seniority date will be their original hire date.

ARTICLE 8

UNION RIGHTS AND GRIEVANCE PROCEDURES

A. The Union and the company recognize the desirability of attempting to settle grievances expeditiously consistent with the provisions of this grievance procedure. Union shall make a careful investigation of an employee's complaint before submitting it under the grievance procedure in order to ascertain whether, in its opinion, the complaint is reasonably justified under the terms of this Agreement.

B. No employee shall be discriminated against for filing a grievance under this Agreement.

C. For purposes of this Agreement, a "grievance" means any dispute or difference between the company and the Union or between the company and an employee concerning the interpretation, application, or compliance with the provisions of this Agreement. This grievance procedure shall be the sole and exclusive means for resolving grievances under this Agreement.

D. A grievance may be filed by the Union or, in the case of a grievance by an individual employee, by that individual through the Union. In either case, the following steps and time frames shall be followed:

i. Step One. The grievance shall first be presented in writing by or through the Union to the Director of Operations. The written grievance statement shall identify the individual grievant (in the case of a grievance brought by an individual employee); specify the date of the occurrence, incident, decision, or action giving rise to the grievance; specify the provisions of this Agreement on which the grievance is based; and explain in reasonable detail the factual basis of the grievance, *i.e.*, describe the occurrence, incident, decision, or action from which the grievance arises. The grievance statement must be presented to the Director of Operations no later than five (5) business days after the date of the occurrence or incident on which the grievance is based or, in the case of a grievance based on a decision or action, within five (5) business days after the grievant was notified of the decision or action in question.

ii. The Director of Operations may hold such meetings as the Director deems appropriate in relation to the grievance. The Director of Operations shall issue a written determination of the grievance within ten (10) days after presentation of the grievance. Failure to issue written decision within that time frame shall constitute a denial of the grievance.

iii. Step Two. If the Union is dissatisfied with the determination of the Director of Operations, the Union may appeal that decision to the Vice President. The appeal must be in writing and must be submitted to the Vice President no later than three (5) business days after receipt of the Step One determination from the Director of Operations.

iv. The Vice President may hold such meetings as the Vice President deems appropriate in relation to the grievance. The Vice President shall issue a written determination of the grievance within ten (10) days after presentation of the grievance. Failure to issue written decision within that time frame shall constitute a denial of the grievance.

v. An individual grievant shall have the right to have a Union representative present at any grievance meetings.

vi. Step Three. If the Union is dissatisfied with the determination of the Vice President, the Union may submit the grievance to binding arbitration by filing a demand for arbitration with the New Jersey State Board of Mediation. The demand for arbitration must be filed no later than seven (7) business days after receipt of the Vice President's determination. The arbitration shall be before a single arbitrator selected in accordance with the labor arbitration selection procedures of the New Jersey State Board of Mediation.

vii. The arbitrator's decision shall be in writing, shall set forth the findings of fact and conclusions of law on which the decision is based, and shall be issued within 60 days of the last hearing date. The arbitrator shall have no authority to amend, alter, modify, or disregard the provisions of this Agreement.

viii. The cost of arbitration will be divided equally between the Company and the Union. Each party shall be responsible its own attorneys' fees and expenses incurred in connection with the arbitration.

ix. The decision of an arbitrator will be final and binding on all parties.

x. The failure on the part of the Union to adhere to any filing deadline contained in this grievance procedure shall bar any further proceedings on the grievance in any forum.

ARTICLE 9

DISCIPLINE

No employee who has been employed past the probationary period shall be discharged by the Company except for just cause. In the event the Union disputes the existence of just cause, then the matter will be arbitrated through the grievance procedure. The decision of the arbitrator will be final and binding. Probationary employees are at will and may be discharged at any time, with or without cause and with or without notice. The termination of a probationary employee is not arbitral.

All of the below are reasons for dismissal which must be discussed with the Union representative prior to dismissal. Discharge reasons are set forth as follows for just cause:

A. Theft of company or customer property or the property of co-employees.

B. Intoxication or drugs or any alcohol or drug indulgence during working hours or on Company premises.

- C. Direct hostile use of profanity towards any Supervisors or Management personnel.
- D. Unauthorized persons on company vehicles.
- E. Failure to report property damage, truck damage, personal injury, and robbery immediately.
- F. Intentional destruction or loss of Company property.
- G. Any driver that the company's Insurance Company will not insure. The Company will make every effort to obtain insurance for employee under the companies' provider at the time.
- H. Any driver who loses any driver's license for a period of thirty (30) days or more.
- I. If special license is issued within thirty (30) day period following termination, driver will be rehired if position is filled by an employee on probation .
- J. Repeated failure to pick up customer's empty cases is grounds for dismissal unless they are unattainable by the driver. The driver will make every effort to retrieve the empty cases or report the problem to Management immediately.
- K. Attendance. Any employee who fails to call in or fails to report to work for a period of forty-eight (48) hours shall constitute abandonment of job and shall be terminated without recourse.
- L. Inability to perform their job properly after being properly trained to perform their assigned duties.
- M. Two (2) chargeable accidents within a two (2) year period or immediately for flip over of truck that is due to driver negligence. An accident will be deemed chargeable after an accident review panel has reviewed the case or if a summons is issued and the driver is found guilty in a court of law.

ACCIDENT REVIEW PANEL:

- A panel consisting of two (2) representatives of the UNION (one of whom shall be a Shop Steward, if available) and two (2) representatives of the EMPLOYER shall review each accident/incident as soon as reasonably possible after its occurrence and determine whether the accident is chargeable.
- If a majority of the panel determines that an accident was chargeable, the Company will issue the appropriate level of discipline. If a majority of the panel determines that an accident was not chargeable, then no disciplinary action shall be taken against the driver. If there is a tie vote by the panel, then the Company's Vice-President of Operations, or their designee, and the Union President shall meet as soon as practicable and attempt to reach a decision. If a decision is reached, it shall be final and binding on both parties. If no decision is reached, then the issues involved may

be addressed through the grievance process in accordance with the provisions of this Agreement.

N. Repeated violations of any duties as agreed by the company and the union, under the terms of this contract shall be deemed just cause for dismissal for all employees covered by this agreement. A list of duties and responsibilities shall be provided to all employees.

O. *Unexcused Sick Days Each warning shall be held in effect for six (6) months.

1. First unexcused sick day – written warning.
2. Second unexcused sick day – written warning
3. Third unexcused sick day – Two (2) days suspension without pay.
4. Fourth unexcused sick day – Dismissal.

P. * Driver must complete his complete work for the day unless other arrangements are made by the Company. Each warning shall be held in effect for six (6) months.

1. First time – Written warning
2. Second time – Written warning.
3. Third time – Two (2) day suspension without pay.
4. Fourth time – Dismissal.

Q. * Starting time for all Union employees will be posted by the Company. All Union employees are expected to be on time for his route or to call in two (2) hours in advance if he cannot be on time or if he is sick. The driver should give the Company at least two (2) hours' notice to comply with rule. Each warning shall be held in effect for six (6) months.

1. First time – Written warning.
2. Second time – Written warning.
3. Third time – Two days suspension without pay.

*
• The provisions below apply to sections O, P, Q and R of Article 9.
• For warnings that stay in effect for 6 months, the Company will remove one step of progressive discipline for every 6 months that the employee has no discipline, provided the employee is at work during the 6 months (except for vacation, or approved time off.) If the employee is out of work for other reasons, the "clock stops" on the 6 months during the periods of absence.
• Any employee who has no discipline for 12 consecutive months shall have all discipline removed from their record, provided the employee is at work during the 12 months (except for vacation or approved time off.) If the employee is out of work for other reasons, the "clock stops" on the 12 months during the periods of absence.

4. Fourth time – Dismissal.

R. * All Union employees shall dress in presentable manner, if uniforms are provided; they must be worn and maintained by employee. Each warning shall be held in effect for six (6) months.

1. First time – Written warning.

2. Second time – Written warning.

3. Third time – Two (2) days suspension without pay.

4. Fourth time – Dismissal.

S. No union employee at their request shall be denied representation by a union official at any disciplinary conference.

T. Any physical altercations with employees, supervisors, and other management.

U. Not using proper rest room facilities will be cause for immediate termination.

V. Insubordination.

W. Incompetence.

X. Possession of firearms or other weapons on company premises, in company vehicles, or on company business.

The above list is not intended to be an exhaustive or exclusive listing of reasons constituting just cause.

ARTICLE 10

MANAGEMENT RIGHTS

A. Management and the conduct of business for the Company and the direction of its working force are the rights of the Company. The Company will not use any of its rights not specifically covered by this agreement in such ways as to discriminate against any of the employees.

B. Management reserves the right to call special meetings with the Union as long as proper time and place can be agreed upon. All Union members are expected to attend.

C. The Company reserves the right to make any changes on routes when deemed necessary by the Company. The Company will discuss with a Union representative prior to said changes.

D. Management reserves the right to make any changes it warrants in working procedures when deemed necessary however, ten (10) days' notice shall be given to the Union before such changes are made or implemented. The Union agrees that the Company has the right to make changes that benefit the employees, and the union will make every effort to help the Company implement changes earlier than ten (10) days.

ARTICLE 11

PAID HOLIDAYS

There shall be ten (10) paid holidays as listed below.

1. New Year's Day
2. Memorial Day
3. July 4th
4. Labor Day
5. Thanksgiving Day
6. Christmas Day
7. Presidents Day
8. Good Friday
9. Martin Luther King Jr.
10. Veterans Day

A. Drivers will receive a day's pay based on the driver's current daily pay.

B. The Warehouse hourly workers will receive one day's pay calculated at 8 straight hours' times current hourly rate. For hourly workers who work the holiday they shall also receive regular hourly pay.

C. Employee must work the scheduled day before, scheduled day of, and scheduled day after a holiday in order to receive the holiday pay.

D. There will be an additional day's pay for the union member's birthday. This pay will be paid at the base pay of a driver's pay only. An hourly union member will be paid for eight straight hours. The employee, in order to collect this pay, must work the scheduled day before, the scheduled day of and the scheduled day after their birthday.

E. The Company shall use reasonable efforts, but cannot guarantee, to make July 4th a non-working holiday for as many employees as possible, consistent with business needs. The Company shall work with the Union to accomplish that goal, which may include selecting a

different holiday for that purpose in years in which July 4th is particularly inconvenient due to its place on the calendar.

ARTICLE 12

DEPARTMENT CLASSIFICATION

Wholesale Route Drivers and Driver Jumpers

A. Drivers shall be paid on a daily rate. The following minimum daily starting rates shall be in effect for the life of the Agreement:

Non-CDL Driver:	\$220 per day
CDL Driver:	\$270 per day
Jumper:	\$320 per day

B. Driver daily rates shall be increased as follows. Effective in the first full pay period following ratification: for all drivers that have completed their probationary period, \$12 per day increase on the daily rate. Effective in the first full pay period following 9/1/26 and 9/1/27: \$12 per day increase on the daily rate.

1. Existing Drivers' increases will be \$12 per day in each year (on Sept. 1) of the new CBA.

2. New Drivers will get an additional \$12 per day after they pass probation/join the union (i.e. after 90 days of employment) as set forth below.

(a) New Drivers who pass probation/join the union between January 1 and July 31 in any calendar year will receive an increase of \$12 per day when they pass probation/join the union. Their next increase will be the contractual increase (\$12 per day) due in September of that current year.

(b) New Drivers who pass probation/join the union between August 1 and December 31 in any calendar year will receive an increase of \$12 per day when they pass probation/join the union. Their next increase will be the contractual increase (\$12 per day) due in September of the following year.

(c) Notwithstanding subsections 2.(a) and 2.(b) above, drivers hired before September 1st in a contract year and who pass probation after July 31st in a contract year shall receive a single \$12 dollar per day increase either on the day they pass probation or on September 1st, whichever date come first.

Drivers who work in excess of forty (40) hours in a workweek will be paid overtime, calculated as follows: The driver's total compensation for the week (under the daily rate or otherwise) shall be divided by the driver's total hours for the week to determine the driver's "regular rate" for that week. Then, the driver will receive one half of their regular rate as thus determined multiplied by the number of hours in excess of forty that the driver worked in that week. Thus, for example, if a driver has a daily rate of \$220 and works 45 hours in a work week

over the course of five days, then the driver's total compensation will be $(\$220)(5) = \$1,100$. Dividing that total compensation by hours results in $(\$1,100)/(45 \text{ hrs.}) = \$24.44/\text{hr}$. One half of $\$24.44$ is $\$12.22$. The driver worked 5 hours in excess of forty hours and therefore receives the following additional pay for overtime: $(5)(\$12.44) = \61.11

Training:

A. Employees assigned by the Company to train new hires, or to train existing employees on a different route, job or process, and who accept such assignment, shall be paid an additional Twenty Dollars (\$20) per day while doing such training. The duration and means of the training will be determined by the Company. Only those employees specifically assigned to train other employees shall be entitled to the compensation set forth in this provision.

B. The Company will have training pay for up to forty (40) calendar days.

For routes serving the New York City Schools, the Company shall not add wholesale deliveries to the route during the regular school year, except for school holidays.

Light Duty – If a driver who has been injured on the job is able to return to work with a helper, the Company may, if it chooses, assign such person to return if it provides such helper. In such circumstances, the driver shall be paid their regular daily rate.

Additional Paid Deliveries – Occasionally, CDL Drivers may be required to make deliveries to locations not on the driver's assigned route. During any workweek in which a CDL Driver works in excess of fifty (50) hours and has already made five (5) deliveries to locations not on the driver's route, the CDL Driver shall be paid an additional \$25.00 for each delivery not on the driver's route in excess of five (5) in that workweek. Stops that are on the CDL Driver's normal route but are delivered during a different day of the week than may be typical are not deliveries to locations not on the CDL Driver's route and are not additional paid deliveries under this provision. This provision does not apply to Jumpers.

WAREHOUSE PERSONNEL RATES OF PAY

The minimum starting rate for newly hired warehouse personnel will be \$17.50 per hour for the life of this Agreement. After a warehouse employee has completed ninety (90) days of employment per Article 1B, the individual's rate shall increase to \$18.50 per hour. Forklift operators hired and assigned as such with at least two (2) years' experience shall be paid a minimum of \$19.50 per hour

Existing warehouse employees shall receive the following increases:

Effective in the first payroll period following ratification: \$1.25 per hour. Any current warehouse employee who has completed their probationary period who, after this increase, is below \$18.50 per hour shall be increased to \$18.50 per hour.

Effective in the first full pay period following September 1, 2026: \$1.25 per hour.

Effective in the first full pay period following September 1, 2027: \$1.25 per hour.

Employees who are qualified to operate a clamp or forklift and are assigned by the Company to perform such duties shall receive an additional \$1.00 per hour.

Employees who are assigned by the Company to work primarily as a Yard Jockey (Switcher) shall receive an additional \$1.00 per hour.

Warehouse employees working on second or third shift shall receive a \$1.00 per hour pay differential.

INCENTIVE AWARDS

Driver Safety Award

If a driver has no “chargeable” accidents for an entire contract year, the driver will be entitled to a Safety Award in the amount of \$300. “Chargeable” is defined as any at fault accident (as determined by the Accident Review Panel in Article 9) involving another person, property, vehicle, or any damage to a truck exceeding \$300.00. The first contract year, for purposes of this section, will be from 9/01/2025 to 9/01/2026. The second contract year will be from 9/01/2026 to 9/01/2027. The third contract year will be from 9/01/2027 to 9/01/2028. If, for two (2) consecutive contract years of this contract, a driver does not have any accidents, the driver will receive a bonus of \$550. If, for three (3) consecutive contract years of this contract, a driver does not have any accidents, the driver will receive a bonus of \$800. All awards and bonus for this category will be payable in November in a separate check.

ARTICLE 13

WHOLESALE SHORTAGES

A. C.O.D. customers must pay on delivery, and drivers are responsible for ensuring that customers pay for merchandise delivered unless the driver calls for authorization through the Company’s office. It shall be understood that an account designated as cash on delivery shall be delivered on this basis without exception. A driver may not, without permission of a Company executive, deviate from this procedure.

1. After two (2) written warnings a driver shall be subject to a two (2) day suspension without pay. A fourth incident will result in dismissal.

B. All cash shortages and product shortages will be driver’s responsibility and taken care of promptly. Product shortages will be driver’s sole responsibility. Company and driver will make every effort to find any shortages.

C. Disputes covering customer payments shall be resolved within a seven (7) day period after notification by office or credit department.

D. If the driver is robbed, he must call the police immediately and report the incident. Failure to do so will result in disciplinary action. If a driver’s truck has a safe, the driver must

use the safe or be subject to disciplinary action as set forth above. If the safe is not usable, driver must inform the Company in writing on pre-inspection report or post-inspection report that the safe is not usable.

ARTICLE 14

LEAVE OF ABSENCE

All Union employees called in for National Guard, Armed Forces Reserve or Jury Duty shall be granted leave of absence for the duration of his or her call. The term of their leave shall not be charged to their vacation or sick time. An injured Union employee cannot lose their route or position for a period of six months not to supersede any Federal or State Law provisions. After six months, they will be terminated and can reapply if there is a position available and they qualify for that position.

JURY DUTY

1. All employees must notify the Human Resource Department within forty-eight (48) hours after receiving jury notice. Failure to give Company proper notice will result in loss of benefit pay.
2. Wholesale Route drivers and School Route drivers shall receive one full day base pay without commission.
3. Warehouse employees will receive 8 hours straight pay.

BEREAVEMENT

Bereavement Leave – employees who are bereaved by a death in the immediate family (interpreted to mean: Spouse, mother, mother-in-law, father, father-in-law, son, daughter, sister, brother, grandmother, grandfather, grandson or granddaughter) and who are therefore required to take time off from their regularly scheduled work will be guaranteed against loss of pay the time from their regularly scheduled work or against paid sick or vacation time up to three (3) consecutive days if required. For brother-in-law and sister-in-law 1 day will be given. Company may request proof of loss at their discretion.

In connection with the loss by an Employee of immediate family to include spouse, parents, children, brother and sister, the paid time off will include three (3) consecutive days, whether those days are scheduled to be worked or not, provided in all events that a copy of the obituary or death notice is provided to COL. The remaining provisions of the Bereavement policy shall remain in full force and effect.

ARTICLE 15

PENSION PLAN

The Pension Plan entered into between the Company and the Union will be provided to the Union by a major insurance company, bank, or investment firm. Information shall be given

to all employees eligible after one (1) year employment. Company contribution will be provided for as per Federal Plan Document.

ARTICLE 16

HOSPITALIZATION AND DEATH BENEFITS

The Company will offer major medical benefits to all Union employees and their eligible dependents who have completed three (3) full months of employment. These medical benefits will be provided by a reputable and experienced insurer at the discretion of the Company. In the event that the Company changes insurers, the new insurer will offer similar benefits for the covered employees working for the Company at the time of the change. The Company shall provide Life Insurance with Accident Death & Dismemberment Insurance for all employees based on their annual yearly payroll earnings figured per thousand after one (1) year of employment. This will be based on one times yearly earnings.

Any increases to health insurance premiums shall be split between the Company and the individual employee, with the Company paying 75% of such increase and the employee paying 25% of such increase.

ARTICLE 17

MISCELLANEOUS

A. The Company shall provide space for a bulletin board on which the Union may post notices pertaining to Union business.

B. Upon termination of employment, any discrepancies found on a route, uniforms, hand truck and electronic devices not returned, and sick or vacation days due the Company that were paid prior to earning will be deducted from the security deposit. The balance will be returned thirty (30) days after termination. Unused paid sick days and/or any vacation time based on eligibility will not be paid until discrepancies are resolved. If matter goes to court employee is responsible for all court costs. Subject to the terms of this section, and (i) except as set forth in Article 4(K) and Article 5 of this Agreement and (ii) except in cases of just cause termination due to job abandonment, repeated or severe insubordination, severe misconduct (i.e. theft, assault), or unprotected refusal to perform assigned work, upon termination of employment the Company shall pay the terminating employee accrued and unused vacation and sick days. The Company shall not, therefore, pay the terminating employee accrued and unused sick and vacation days if the termination is covered by Article IV(K) and Article IV.1, or in the case of just cause termination due to job abandonment, repeated or severe insubordination, severe misconduct (i.e. theft, assault), or unprotected refusal to perform assigned work.

C. The Company agrees to provide \$100 each calendar year to employees for one pair of work boots subject to the following:

1. Work boots must be Company approved.
2. Employee must provide a receipt upon request.

D. The Company shall supply refreshments at all Company meetings.

E. Breakdown pay shall be paid at the rate of twenty (\$20.00) per hour for each hour or part of waiting time, after notification of breakdown. If Company supplies a helper and no time is lost no breakdown pay will be given if route is back at regular scheduled time.

F. Driver must complete his route each day unless given Company approval. Drivers must call in at designated times.

G. 1. Wholesale – Driver shall call before noon to adjust his order for the next day. Driver must call prior to noon if there are to be any delays in getting cuts for the route processed by noon.

2. School – Driver shall call from last stop with inventory and or any route problems.

H. If a Union employee is laid off and a job is created on a route within one (1) year, the Company must notify the Union to supply a qualified Union person within two (2) weeks before any outside help is hired.

I. All route books are to be made out by the Company and maintained and updated by the driver on a daily basis.

J. The Company will furnish wholesale trucks and school trucks loading.

K. The Company will supply uniforms. They will remain the property of the Company. When employees leave the Company all uniforms must be returned immediately. Uniforms are required to be worn.

L. Warehouse employees will have two (2) fifteen-minute breaks with pay each shift, as assigned by the supervisor on the shift. If an employee works less than 5.5 hours on a shift, then they shall be entitled to only one 15-minute break. The Company intends to continue its practice on second shift of having breaks be held simultaneously.

M. Discharges shall be governed by Article VII. Suspensions that result in the loss of pay to an employee who has completed the probationary period shall only be for just cause. Discipline that is not subject to the just cause requirement may be relied upon by the Company for progressive discipline, but neither the union nor the employee will be deemed to have agreed to such discipline in any specific case.

N. No strikes, lockouts, walkouts, slowdowns, or other job actions shall be undertaken, sanctioned, or enforced by either party against the other during the terms of this Agreement.

O. All employees must notify the Company immediately of any change of address of their residence and telephone number or any circumstances concerning driver's license or marital status and dependents for health insurance purposes.

P. An employee shall not be responsible for accidents and traffic violations attributable to faulty equipment unless the employee fails to report faulty equipment in writing.

Q. Daily truck blank write-up forms (vehicle condition report) will be furnished by the Company, which the driver must fill in if there is something wrong with his vehicle, explaining what's wrong and what has to be fixed. This form is to be given to the person checking in the route. The garage manager will keep a log with this information. The driver is to report any defects or damage that develops while driving.

1. Any physical damage found on truck during pre-trip inspection must be reported to Night Supervisor.

2. Any physical damage found on truck during post-trip inspection must be reported to Supervisor on duty.

R. All employees shall present a neat and clean appearance at all times while on duty.

S. Driver is responsible for hand-held computing devices. If the hand-held device is stolen during the course of a work day, a police report must be filed, and the Company notified upon returning to the dairy. In such a circumstance, there will be no charge for the replacement.

T. Driver is responsible for hand truck. If the hand truck is stolen during the course of the workday, a police report must be filed, and the company notified upon returning to the dairy. In such a circumstance, there will be no charge for replacement.

U. Company will make efforts to secure hand-held computing devices and hand truck as described in "S" and in "T."

V. The employee in consideration of his employment, further promises and agrees that upon the termination of his employment for whatever cause he will not, for a period of (36) months following such termination, either for himself or for anyone else directly or indirectly solicit orders from or serve any milk or dairy products to any of the customers of the Company served by him during the last (36) months of his employment by the Company, or at any time disclose or furnish to any person or party, or use for his own purposes or advantage, or for the purposes or advantage of any other person or party the names of any of the customers of the Company. Employee expressly agrees that this covenant, on his part is an independent covenant, which shall be enforceable notwithstanding any rights or remedies which employee may have under any other provision of this Agreement, and is in no way dependent on the circumstances under which the employment terminated. This clause shall be enforceable by the Company or the Union on application to a court of appropriate jurisdiction.

W. The Union will be responsible to inform all new and existing employees of their rights, responsibilities, and privileges under this contract. All new employees shall be contacted by the Union prior to their (120th) day of service and before entrance into the Union. All new and existing Union members will receive a copy of this contract from the Union representatives. Each Union employee will have the right of Union representation in all meetings with the Company Management that involves disciplinary action.

X. The Union will supply the Company with a new employee union form to be completed by new employees at the time of hire. The Company will forward this form to the Union within 10 days of employees hire.

Y. It will be the responsibility of the employee to maintain their CDL license and their DOT physical card. A copy of each must be made and given to the Human Resources Department at time of each renewal. The expense for the DOT physical shall be the burden of the company.

Z. Drivers who incur moving violations shall be subject to discipline.

AA. A meeting will be held weekly (approximately) between management and cooler and driver employees that are union members.

BB. 1. "If there are 5 inches or more of snow (as recorded by the National Weather Service) prior to the start time of routes scheduled to go out of the Company's Florence, New Jersey or Jersey City, New Jersey facilities, wholesale drivers based in either facility with that amount of snow who complete their routes on such days will be paid an additional \$20.00 per day for that day.

2. If there are 5 inches or more of snow (as recorded by the National Weather Service) prior to the start time of a warehouse shift at the Company's Florence, New Jersey or Jersey City, New Jersey facilities, warehouse employees based in either facility with that amount of snow who complete their shift on such days will be paid an additional \$20.00 per day for that day.

CC. A mechanic shall be on duty each weekday after 1:00 a.m., if needed.

DD. Perfect Attendance: Employees who have perfect attendance for a calendar year as defined in this provision shall receive \$100, minus applicable payroll deductions. For purposes of this provision, "perfect attendance" means having no call-outs in a calendar year. In addition, the only time an employee can miss work and still have "perfect attendance" is for personal days, vacation, jury duty and work-related injuries.

EE. Overnight dispatch positions shall not be staffed by bargaining unit employees.

This Agreement shall continue in full force and effect from September 1, 2025 until September 1, 2028 at 12:01 AM. This Agreement shall automatically renew itself for one (1) year unless either sends the other a written notice at least sixty (60) days prior to the expiration of this Agreement or, in the case of an agreement that has renewed, 60 days prior to the expiration of any Agreement that has been automatically renewed.

IN WITNESS WHEREOF, the said parties have hereunto caused their signatures to be affixed hereto on the day and year first above written.

FOR THE COMPANY

Dated: _____

By: _____
JAY SCHNEIER, PRESIDENT
CREAM-O-LAND DAIRY INC.

Dated: _____

By: _____
ROBERT SCHNEIER, VICE PRESIDENT
CREAM-O-LAND DAIRY INC.

FOR THE UNION

Dated: _____

By: _____
JEREMIAH RICE, PRESIDENT
DAIRY WORKERS ASSOCIATION, INC.