

TEAMSTERS LOCAL 135

A STRONG MEMBER FOCUSED LOCAL

US Foods Summary of Recommended Tentative Agreement

1. Duration

- 4+ Years from January 31, 2026 through March 29, 2030
- Wage increases will be applied retroactively to January 31, 2026 if the Agreement is ratified

2. Wages

	Current	Year 1	Year 2	Year 3	Year 4	Total
CDL Drivers		\$ 6.50	\$ 1.00	\$ 0.75	\$ 0.75	\$ 9.00
	\$ 31.00	\$ 37.50	\$ 38.50	\$ 39.25	\$ 40.00	
		21.0%	2.7%	1.9%	1.9%	27.5%

	Current	Year 1	Year 2	Year 3	Year 4	Total
MHE Mechanics		\$6.50	\$1.00	\$0.75	\$0.75	\$9.00
	\$33	\$39.50	\$40.50	\$41.25	\$42.00	
		19.7%	2.5%	1.9%	1.8%	25.9%

	Current	Year 1	Year 2	Year 3	Year 4	Total
Warehouse		\$ 3.75	\$ 1.25	\$ 1.25	\$ 1.50	\$ 7.75
	\$ 29.80	\$ 33.55	\$ 34.80	\$ 36.05	\$ 37.55	
		12.6%	3.7%	3.6%	4.2%	24.1%

	Current	Year 1	Year 2	Year 3	Year 4	Total
Janitors		\$ 3.50	\$ 1.25	\$ 1.25	\$ 1.50	\$ 7.50
	\$ 24.65	\$ 28.15	\$ 29.40	\$ 30.65	\$ 32.15	
		14.2%	4.4%	4.3%	4.9%	27.8%

- Non-CDL Drivers: 90% of CDL Rate

3. Retirement

- Introduce Indiana Teamsters Pension Fund
 - Starting May 1, 2026, Company contribution of \$50 per week for all employees who work 20 or more hours per week (paid time off such as vacation, holidays, floating holidays, sick days, and bereavement leave counts as hours worked)

- The Indiana Teamsters Pension Fund Board of Trustees has approved a two-for-one vesting credit enhancement for current employees, meaning current employees will be vested in the pension after 2.5 years of vesting credit instead of the normal 5 years of vesting credit
- Maintain Existing 401(k)
 - Match up to 4% with employee contribution of 5% or more
 - 100% on the first 3%
 - 50% on the next 2%
- Additional 2% transition contribution for employees who were 50 years or older with 15 or more years of service on or before October 1, 2015

4. **Insurance**

- Maintain current Michigan Conference of Teamsters Health and Welfare Plan with upgraded dental and vision insurance benefits. Maintain current 90/10 premium split for the life of the Agreement. New insurance starts 3/29/2026; maintain current Michigan Conference of Teamsters Health and Welfare Plan at current benefit levels and rates through 3/28/2026.

	Effective 3/29/2026		Effective 4/4/2027		Effective 4/2/2028		Effective 4/1/2029	
Coverage Tier	Weekly Premium	Employee Premium Co-pay	Weekly Premium	Employee Premium Co-Pay	Weekly Premium	Employee Premium Co-Pay	Weekly Premium	Employee Premium Co-Pay
Employee Only	\$203.85	\$20.39	\$209.95	\$21.00	\$221.55	\$22.16	MOB	MOB
Employee + Children	\$379.70	\$37.97	\$390.55	\$39.06	\$411.80	\$41.18	MOB	MOB
Employee + Spouse	\$450.00	\$45.00	\$462.75	\$46.28	\$487.90	\$48.79	MOB	MOB
Family	\$555.40	\$55.54	\$571.10	\$57.11	\$602.05	\$60.21	MOB	MOB

5. **Vacation**

- 6 weeks at 30 years
- If you have 3 weeks or more of vacation, you can break 1 week up into single days
- For purposes of scheduling vacations and floating holidays, priority will be given in the following order: (1) full weeks of vacation; (2) floating holidays; and (3) single days of vacation
 - In scheduling vacations and floating holidays, vacations will take precedence over float holidays except in the case of a float holiday previously scheduled thirty days or more (used to be 60 days)
- Extra week of vacation during the 4th, 12th, 20th, and 30th milestone years is frontloaded so you don't have to wait until your anniversary date to schedule it

- If you separate from employment before your anniversary date in your milestone year, the additional week will not be paid out (i.e., you have to work to your anniversary date for it to be paid out upon separation)
- New hires will be allowed to schedule and take their pro-rated vacation even if not allotted a full week
- Eliminate the additional limitation on the number of employees allowed to be on vacation during holiday weeks (same numbers allowed to be off as other weeks)
- Limitations on vacations for mechanics, janitors, and truck service changed to 1 or 50%, whichever is greater
- Earn full vacation at 1,248 hours worked (includes workers' comp, vacation, holidays, jury duty, and bereavement leave)
- All vacation bids will be posted for the upcoming workweek for the purpose of backfilling routes and warehouse bids by seniority
- Scheduled vacations can be cancelled with 1 week notice (used to be 2 weeks)

6. Grievance Procedure

- Days changed from working days to calendar days and some adjusted accordingly to streamline the process

7. Holidays

- Add Christmas Eve
- An approved leave of absence, including union leave, on the day before or after a holiday will not cause an employee to lose their holiday pay. Union leave is limited to one (1) employee, one (1) time per year, with two (2) weeks' notice.

8. Personal Holidays

- Employees hired after Jan. 31, 2001 on a 4 x 10 work schedule will get 5 floating holidays of 8 hours each

9. Personal Appointments

- Bid shuttle drivers will now receive two (2) full days for personal appointments

10. Warehouse Premiums

- Increase second shift premium to \$.40
- Increase third shift premium to \$.50
- Increase freezer premium to \$.50

11. Warehouse "Order Picker if" Bids

- Increase to 20%
- Increase “order picker if” freezer premium to \$.50 per hour
- Increase “order picker if” premium to \$.50 per hour

12. Down-time for Transferring Departments

- Employees in the warehouse will receive 7 minutes of downtime for department changes

13. Wage Progressions for Warehouse and Janitors

- Minimum Start Rate: 85% of scale
- Minimum Rate at 12 months: 92.5% of scale
- Minimum Rate at 24 months: 100% of scale

14. Warehouse Staffing Letter of Agreement

Revise Section 1 as follows:

APPENDIX “B”

STAFFING LETTER OF AGREEMENT

The following is agreed upon between US Foods, Fishers, Division and Teamsters Local Union No. 135 regarding warehouse staffing at US Food’s Fishers distribution center.

1. Warehouse departments will be recognized on 1st, 2nd, and 3rd shifts. The separate department areas are defined below:

1st Shift

Dry – stockers, haulers, freight receiving, and PIR
 Cooler - stockers, haulers, freight receiving, and PIR
 Frozen - - stockers, haulers, freight receiving, and PIR
 Refurbish – until job is done or released by supervisor
 Will Call – until job is done or released by supervisor

2nd Shift

Dry – Stockers
 Cooler – Stockers
 Freezer – Stockers
 Backhauls – Haulers, Freight Receiving, Stockyard, Lannings, Fisher Farms
 Janitors

3rd Shift

Dry – stockers
 Dry PIR – stocker-picker
 Cooler – stockers
 Cooler PIR – stocker-picker
 Frozen - stocker
 Frozen PIR - stocker-picker
 Ice Cream – stocker-picker
 Loaders – cooler dock loaders, dry dock loaders
 Order Pickers – dry, refrigerated or frozen

15. Bereavement Leave

Relationship	Days of Paid Time
Spouse, domestic partner, child (including stillborn child), step-child, parent, or step-parent	5
Sibling or step-sibling, grandparent or step-grandparent, grandchild or step-grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any relative who was living in the associate's household at the time of their death	3
Aunt or uncle, niece or nephew, first cousin	1

- Bereavement leave must be taken within 30 days of the death

16. Uniforms and Tools

- Winter coat and rain-coat provided to all non-probationary drivers
- Driver uniform allowance increased to \$300
- Warehouse boots/safety shoe allowance increased to \$125 twice per year, total allowance capped at \$250 per year
- Driver boots/safety shoe allowance increased to \$150 twice per year, total allowance capped at \$300 per year

17. Attendance

- Attendance points re-set upon ratification
- Annual sick days (not banked) will not count for attendance points
- Absences on first or last day of work week will no longer count for 2 points
- Attendance discipline progression changed it:

- 1st Point: Documented Verbal
- 2nd Point: Written Warning
- 3rd Point: Second Written Warning
- 4th Point: 1-day layoff
- 5th Point: Discharge
- Employees entitled to 1 last chance agreement during the term of the Agreement, with a duration of 9 months (extended by any leaves of absence). During the last chance, attendance tracking is frozen, and any more points = discharge. If the employee completes the last chance, any points that are 9 months or more old will be removed.

18. Work Rules

- Work rules added to the contract as an appendix (meaning they cannot be unilaterally changed by the Company) with some modifications (all improvements), seen on attachment

SECTION 2: The current collectively-bargained rules and regulations are contained in Appendix D of this Agreement. The Company retains the right to establish and modify reasonable rules and regulations not in conflict with these rules and regulations. Any changes to the Company rules and regulations, or any newly established Company rules and regulations, will be posted and publicized in accordance with this Article.

19. New Hire Signing Bonuses

- The Company may not offer hiring or sign-on bonuses to new hire bargaining unit employees without the Union's mutual agreement

20. 40 Hour Guarantee

- All employees guaranteed 40-hour work week, provided the employee reports for work each day. Employees who leave early, including voluntarily, forfeit that portion of the guarantee. (Example: If you leave 4 hours early, you forfeit 4 hours of your guarantee).
- Strike the following in Article 6, Section 4(b) because it is now irrelevant
 - ~~When the Company has work available for employees guaranteed less than forty (40) hours they will be called at a phone number specified on the Union employees' phone listing, and given the opportunity to work an extra day for an absent employee before a part time employee is used provided they have signed the thirty-two (32) hour work list.~~

21. Forty Hour Workweek

Amend Article 6, Section 1(c) as follows:

The Company agrees that the standard workweeks shall be:

1. Five (5) consecutive eight (8) hour days (forty hours)

2. Four (4) consecutive ten (10) hour days (forty hours)
- ~~3. Four (4) consecutive eight (8) hour days (thirty-two hours)~~

New employees hired after December 31, 2008 may be scheduled with split workweeks. [Current contract language]

22. Drivers notifying the Company that they will be unable to complete their run to HoS

A driver is expected to work to the completion of his/her run. However, if he/she is unable to complete the run the driver will call in and notify Transportation Management no ~~more than four (4) hours~~ or less than two (2) hours before completion of DOT hours of service or Driver's available log hours.

23. Non-CDL Driver Letter of Agreement

APPENDIX "C"

NON-CDL DRIVER LETTER OF AGREEMENT

The following is agreed upon between U.S. Foods, Fishers Division and Teamsters Local Union No. 135 regarding the Non-CDL Driver position.

During the life of this Agreement, the Company intends to create a new job classification, called Non-CDL Driver, for the purpose of Customer Recovery Orders or other Expedited Shipping needs. In the event the Company creates such a position, the parties agree to the following:

- The number of Non-CDL Driver bids shall be no more than fifteen percent (15%) of the active driver headcount. It is not the intent of the Company to utilize Non-CDL Drivers to eliminate jobs of the Class A CDL Driver classification.
- The Non-CDL Driver is required to hold a valid driver's license.
- The Non-CDL Driver is part of the Transportation Department.
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- The Non-CDL Driver may pick orders for his/her own deliveries only. The Non-CDL driver may not receive, check or haul/stock.
- The vehicles operated by the Non-CDL Drivers are limited to non-CDL-licensed vehicles.
- In the event the Company back-fills the Non-CDL Driver position, the position will be filled by a qualified, available driver by seniority. In the event no qualified, available driver is available, the position will be filled by a qualified, available warehouse employee by seniority.
- In the event an available, qualified employee is used to fill-in for a Non-CDL Driver, the employee will be paid at the employee's regular rate of pay as set forth in Appendix A.

- During the annual bid, a CDL Driver cannot be forced to take a Non-CDL Driver bid.
- Following the first 120-days of the employment of a Non-CDL Driver, the parties will meet and discuss any concerns regarding the Non-CDL Driver classification at either party's request.
- The Non-CDL Driver will be paid 90% of the Class "A" rate, subject to annual increases. If a CDL-A Driver voluntarily bids into a Non-CDL position in the annual bid or on a full week basis, that driver will be paid the applicable Non-CDL rate.

24. Domicile Drivers

New Appendix for Domicile Drivers, as follows:

All drivers working at on offsite domicile who hold a bid route shall be entitled to bid by seniority on available tractors assigned by the Company to that domicile. Such bids will be awarded strictly by seniority among drivers bid to that offsite domicile. If a bid tractor is out of service for some reason, the impacted driver will be assigned the replacement tractor while his or her bid tractor is out of service.

Offsite domicile drivers will either be provided a place to store and charge their handhelds at the domicile location or a charger provided by the Company.

If someone from another location is filling in, such as for vacation, that driver who is filling in will use the equipment assigned to that route.

In the event the Company assigns an employee to work at any domicile other than the domicile at which the employee's bid job is regularly performed, the Company will either provide transportation for the employee in a Company-owned or Company-leased vehicle from the employee's bid domicile to the temporarily assigned domicile and return the employee to the bid domicile at the conclusion of the temporary assignment, or will reimburse the employee at the IRS rate for the mileage less their normal commute if they drive their own vehicle. For mileage reimbursement, the employee must use the Company's designated method.

The employee will be paid for their travel time less their normal commute. Such travel time will be considered as hours worked for overtime and vacation accruals.

25. Sales Personnel Delivering Cases

Amend Article XXI, Section 2 as follows:

SECTION 2. Sales personnel may deliver case product upon customer request, up to ~~30~~ **15** cases per day per salesperson, provided no **Non-CDL Drivers**, CDL qualified bid drivers, sub

drivers, or **qualified** emergency drivers (**i.e., has a complete driver qualification file**) are available on the premises to make said delivery. Sales personnel will sign a will-call log, at the time of pick-up, each time cases are picked up to be delivered to a customer by the Sales person. When available at time of need, these drivers will make these deliveries. The agreement applies Monday through Friday only. Operations management will work with the chief steward or his/her designee to meet customer commitments, and if necessary exceed the above referenced guideline.

26. Transferring to Other US Foods Locations

Amend Article 21, Section 4 as follows:

SECTION 4. In the situation where there is a temporary voluntary work opportunity at another US Foods location, the work will be offered by seniority from the qualified bargaining unit members. Qualified means that the employee has performed the work as their primary job and does not have any active safety-related, attendance, or performance Final Written Warnings or greater.

27. Back of Truck

Add New Article 15, Section 7: Back of Truck:

The Company will continue to build routes and have trailers loaded so that drivers can safely unload the trailers. Effective no later than six (6) months after ratification of the agreement, the Company will do so in one of the ways outlined in the bullet points below and:

By requiring for all 28-foot trailers with less than 12 total pallet positions a frozen pallet position at the side door location no taller than 40 inches.

By requiring for all 28-foot trailers with 12 or more total pallet positions a frozen pallet position at the side door location no taller than 48 inches.

There shall be no height restrictions if the pallet in front of the freezer door is the first stop off the freezer door.

- By leaving at least thirty (30) inches of space at the end of the trailer for the driver to maneuver in.
- By leaving an empty pallet space on one side of the trailer;
- Making the first stop on the route a dock stop.
- By having the first stop on the route an isolated or dedicated pallet (**i.e., a pallet dedicated solely to the first stop**), which will become an empty pallet space once the first stop is delivered.
- By providing a liftgate or platform.

If the Company fails to do so, the driver should bring the matter to his/her supervisor's or manager's attention so that the supervisor or manager can properly address it before the driver starts the route. The Company retains the discretion to determine which method to use, and the method may vary by day and by route.

28. Overnights

- \$75 meal allowance for overnights, out-of-town breakdowns, and unforeseen layover runs

29. New Hire Training

- Amend Article 5, Section 6(b) as follows:

(b) For probationary Warehouse employees, the training period shall consist of a minimum of ten (10) work days training. This training shall consist of new employee orientation, order selector training, and time with an experienced bargaining unit driver selected by the Company. For probationary Drivers, such training will consist of up to twenty (20) work days of training, to include new employee orientation and on-road training with an experienced bargaining unit driver selected by the Company. The on-road training will be on the training driver's bid route. (This shall not preclude management personnel from conducting ride-withs or driver training on an as-needed basis.) This practice shall not be construed to be a violation of any other employee's seniority rights. This will only pertain to probationary employees until such time as they are no longer considered probationary.

The Company maintains the right to select one (1) Sub Route for each driver that is being trained to make deliveries for up to fifteen (15) work days after they complete their on-road training described above, with the Company assigning each day the Sub Route it selects to the probationary driver as a training route. These training routes will be scheduled to start at times staggered from the bid drivers' normal start times. After no more than their first 35 days, the probationary driver's start time will be adjusted to one of the normal bid driver start times, and they will be required to either ride with a driver trainer or select a route out of any that remain available after all the seniority drivers that are scheduled at that start time have selected their routes by seniority.

In the event it is determined that a probationary driver needs more behind the wheel training and would benefit from being assigned to a yard training position with a yard trainer, the probationary driver will start at the same time as the yard trainer.

Probationary CDL-A Drivers who are in training will be trained, not used to deliver Non-CDL or logistics routes.

30. Workers' Compensation Health Insurance Coverage

- Increased to 18 months from 52 weeks

31. Forced Overtime

- Employees hired before October 5, 2015 cannot be forced in on their days off

If overtime requirements can not be met using the procedure listed in (a) or (b) above, employees hired after ~~July 1, 2006~~ **October 5, 2015** will be required to work overtime by juniority within the affected job classification.

32. Daily Guarantee on Non-Scheduled Days

- Four (4) hour guarantee for all employees called in on a non-scheduled day, including when the Company cancels the work with less than eight (8) hours' notice for an employee who was previously mandated to work

33. Grievant Pay for Grievance Meetings

- Grievants will be paid for attending grievance meetings as long as they are not on an unpaid suspension or terminated

34. Payroll Errors

- If payroll errors of \$125 or more are not rectified in 2 payroll periods, the company will pay 2 hours of pay for each subsequent payroll period during which the error is not rectified (as long as the error is reported within 30 days).

35. Automation

- New language as follows:

If any automation implemented by the Company creates new work that replaces, enhances, or modifies bargaining unit work, qualified bargaining unit employees will perform the new or modified work. If necessary, the Company will, within a reasonable amount of time, provide bargaining unit employees with reasonable training required to utilize the automation technology. The Company will provide at least ninety (90) days' advance written notice to the Union of its intent to implement such automation. The parties will meet, upon the Union's request, at least sixty (60) days' prior to implementation of any automation expected to impact bargaining unit employees and their work to bargain over the effects of the automation on bargaining unit employees. If the Company builds a semi-automated warehouse or purchases an existing building that it intends to utilize as a semi-automated warehouse in the service territory covered by this Agreement, it will notify the Union no later than when construction starts or it closes on the property.

36. Transfer of Title/Successorship

- New language as follows:

This Agreement shall be binding on the parties hereto, their successors, administrators, executors, and assigns. In the event of a sale or transfer of majority control of the business or the facilities covered by this Agreement that constitutes a successorship under

applicable law, the Employer shall use commercially reasonable efforts to obtain a written agreement from any successor to recognize the Union and either (i) assume the obligations of this Agreement or (ii) bargain in good faith over initial terms and condition as require by law. In the event of a sale or transfer of majority control of the business or the facilities covered by this Agreement, the Employer will provide the Union advance written notice of a covered transaction no later than ten (10) days prior to closing, subject to applicable law, confidentiality obligations, and regulatory restrictions. Nothing in this Section requires disclosure in violation of law or contract or mandates the Employer to terminate or breach a bona fide transaction if a successor declines to assume this Agreement. This Section applies to a merger or consolidation in which the Employer is not the surviving entity, or a sale of all or substantially all assets of the operations covered by this Agreement. It does not apply to internal reorganizations or transfers among affiliates that do not change the employing entity.

37. Recall from Layoff

Article 5, Section 2 amended as follows:

SECTION 2: An employee's seniority is nullified:

- (2) If an employee is laid off and not re-employed within twenty four (24) months; or, if the employee's length of service prior to being laid off was more than 24 months, a period equal to his/her length of service, up to a maximum of thirty-six (36) months. Any employee laid off under this provision shall have the sole responsibility to keep the Company notified of their current home address and telephone number.

38. Transferring out of the bargaining unit

Amend Article 5, Section 12 as follows:

SECTION 12: No employee may be transferred from another division of the Company not covered by this Agreement into a division covered by this Agreement without losing his/her seniority. Any employee transferred into another division of the company not covered by this Agreement shall forfeit all seniority rights.

39. Posting of Job Vacancies

Amend Article 5, Section 13 as follows:

SECTION 13:

- (a) When a vacancy occurs or when a new position is created with the bargaining unit, the Company must post a notice on the bulletin board from Tuesday to Tuesday announcing the open position and job qualifications and any employee may bid for the opening. If more than one (1) employee bids, the highest ranking seniority shall be given the job within fifteen (15) calendar days. The employee bidding the job will be given up to a ten (10) working day training period to qualify for said opening. If unable to qualify during this period, the employee will be placed back in his/her previous job. MHE Mechanics may not bid into the janitor, driver, or warehouse classifications and the janitor, driver, or warehouse classifications may not bid into the mechanic's classification. . MHE Mechanics shall be considered a "Skilled Trade" defined as any MHE Mechanic who performs the duties of his/her trade without supervision. The company will provide written notice of all bids to the union steward 24 hours prior to posting for all locations covered herein.

40. Job Bidding for Employees On Vacation or Authorized Leave

Amend Article 5, Section 13:2 as follows:

Employees who are unable to attend due to being on vacation or being off work on an authorized leave must notify a Union Steward or a member of Management in writing prior to his/her assigned bidding time, of his/her choice of bids in the order of his/her preference. Drivers stranded out on a run or runs and unable to attend will be granted the opportunity to bid by phone if they contact the Company at their assigned bid time.

41. Stewards Present at Bidding

Amend Article 5, Section 13:3 as follows

Chief Steward or his/her designee(s) must be in attendance during the entire bidding process. The number of designees will be capped at three (3).

42. Seniority Rights

Amend Article 5, Section 13:3(c) as follows:

- (c) Should the Company decide to layoff any bid, the affected employee shall be allowed seventy-two (72) hours to exercise his/her seniority to bump to a bid which is being held by a less senior employee, and this procedure shall be used until the least senior employee must take whatever is left open.

In the case of a driver's bid, when a portion of the bid is cut for a minimum of three (3) consecutive weeks, the driver shall have a choice of becoming a substitute driver for the portion of the bid that has been affected, or bump the same day of a less senior driver regardless of start time and so long as the driver can begin at the normal bid start time the following day. If a portion of a warehouseman's bid is cut for a minimum of three (3) consecutive weeks, the warehouseman may request to have their bid laid off.

43. Seniority Rights for Drivers When Their Bid Routes Change

Add a new Section 15 to Article 5 as follows:

If the stops on a driver's bid route changes by forty percent (40%) or more on a given day, the impacted driver will be permitted to lay down their route to the sub board and exercise their seniority to select an open route at the same start time from the sub board.

44. Loss of License for Drivers for Medical or DUI

Add a new Article 5, Section 13E as follows:

This Section applies only to full-time drivers on the seniority list.

If a driver's commercial license is revoked due to federal and/or state governmental regulations, or the driver's medical card lapses (for some reason other than as a result of an on-the-job injury), the driver can either take a voluntary unpaid leave of absence for up to 12 months or can bump into a warehouse position for which they are qualified as the junior employee. Once the driver's license and/or medical card is reinstated, he/she may return to driving for the Company.

If a driver's commercial license is revoked due to a DUI/DWI, the driver cannot return to driving for the Company for at least 6 months after their license is reinstated. During that period, such driver can either take a voluntary, unpaid leave of absence or can bump into a warehouse position for which they are qualified as their junior employee. If the driver chooses to take a leave of absence, he/she must have their license reinstated and return 12 months after its reinstatement. If the driver chooses to bump into the warehouse, he/she may return to driving for the Company as soon as 12 months has passed since their license is reinstated.

When the driver goes on leave or bumps into the warehouse, the vacated driving position will be posted as a temporary job bid and offered by seniority, or forced by juniority.

The driver will remain fully accountable for any misconduct or wrongdoing that may have been associated with the license revocation.

While working in a warehouse position, the driver will be paid the applicable warehouse rate.

The Company will not be required to make benefits contributions during any leave of absence taken pursuant to this Section.

When the driver returns to driving, he/she will return to their previous position and original work location at the applicable driver pay rate.

45. Changes to Hours of Work

Amend Article 6, Section 1(c) as follows:

(c) 3rd shift Sunday – Thursday:

4PM – 3:59 AM

*The Company will post no more than three (3) stocker bids for the Sunday through Thursday 2nd shift.

All MHE Mechanics shall have standard working hours of eight (8) per day and forty (40) per week and the work week will start on Monday and end on Friday unless otherwise agreed **between the Union and the Company.**

All ~~driver~~ bids will specify start times. Employees may start work a maximum of two hours earlier than the stated bid time a maximum of two days per week with the Employer's approval. If a change in start time becomes a pattern (described as four or more consecutive weeks), the bid will be changed to reflect the start time and posted for bid. Any employee who selects to come to work early with the Employers approval will have no seniority over the regular employees on the earlier shift. The only right a bid employee shall have is to his or her bid run. **All warehouse bids may start work a maximum of two (2) hours early by agreement.**

The Company must hold a driver's bid run for not more than one (1) hour when D.O.T. hours are the cause of the delay.

46. Hardship/Bereavement Fund

New language in Article 23, new Section 18 as follows:

Section 18. Voluntary Hardship/Bereavement Fund. In the event the Union creates a voluntary hardship/bereavement fund, the Employer will honor employees' requests to contribute to the fund via wage assignments provided the wage assignments comply with I.C. § 22-2-6-2.

47. Immigration Status

New language in Article 23, Section 19 as follows:

If an employee is terminated for not being legally authorized to work in the United States, they will be given 12 months without loss of seniority to rectify the situation by regaining legal work authorization.

48. Light Duty

Amend the following portion of the Light Duty Policy as follows:

Below is a non-exclusive list of work that qualifies as light duty:

Pallet auditing
Slot auditing
Floor sweeping
Product dusting
Wall/door/rack washing

Trash pick-up
Painting
Cleaning cabs/trailers
Fueling
General sanitation
Refurbish
Inventory control
Provide training to others
Any non-bargaining work

49. Surveillance

Add new Surveillance Appendix as follows:

The Company will not routinely monitor the cameras, nor will it engage in any real time video surveillance to search for infractions of its policies. However, the Company reserves the right to review video footage as part of an investigation and to use it as proof of violations of applicable Company policy. If the Company disciplines an employee and uses camera recording as evidence for discipline, the video must be shown to the employee and, if requested, the Steward and Business Representative.