

AGREEMENT

THIS AGREEMENT is made as of this first day of February 2010, by and between TEAMSTERS Local Union No. 29 affiliated with International Brotherhood of Teamsters, hereinafter called the "Union", and SHENANDOAH'S PRIDE LLC, hereinafter called the "Employer", "Management" or "Company".

WITNESSETH: That, therefore, the Employer and the Union, acting by their duly authorized agents agree as follows:

ARTICLE 1 **UNION RECOGNITION, CHECKOFF & REPRESENTATIVES**

Section 1. The Employer hereby recognizes the Union as the sole collective bargaining agent for all production and maintenance employees in the Employer's Mount Crawford, Virginia, and Charlottesville, Virginia, facilities including laboratory employees, garage mechanics, and the driver-sellers, but excluding all office clerical employees, guards, fieldpersons and supervisors within the meaning of the National Labor Relations Act.

Section 2. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. It is further agreed that if the Company sells its business in entirety or in part, the Company shall include, as a condition of such sale, that the purchaser shall be bound by all conditions of this contract.

Section 3. The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees, and/or uniform assessments of the Union provided the Employer has received from each employee on whose account such deductions are made, a written assignment which shall not be irrevocable for a period of more than one year, or beyond the termination date of this Agreement, whichever occurs sooner. The Employer agrees to remit to the Union all such deductions. The Union shall certify to the Employer, in writing each month, a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, and/or initiation fees and uniform assessments owed and to be deducted for each month from the pay of such members, and the Employer shall deduct such amount from the first pay check following receipt of the statement and certification of the member, on a weekly basis, and shall remit same to the Union, on a monthly basis, by the 25th day of the month.

The Union agrees to hold the Employer harmless for any errors or omissions or complaints arising out of or involving this Section 3.

Section 4. The Business Agent bearing credentials from the Union, shall be allowed in the facility during the working hours upon presenting himself/herself to the Facility Manager or Sales Manager (as appropriate), and provided that there shall be no interference with work. Such Business Agent shall have the right to examine time sheets or dispatch sheets of any individual whose pay is truly in dispute upon reasonable and timely application to the Facility Manager and/or Sales Manager.

Section 5. The Employer recognizes the right of the Local Union to designate Shop Stewards and alternates from the Employer's seniority list. The authority of Shop Stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

- 1.) The investigation and presentation of grievances to the Employer or the designated Employer representatives;
- 2.) The collection of dues when authorized by appropriate Local Union action;
- 3.) The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - a.) have been reduced to writing; or
 - b.) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authority of Shop Stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge in the event the Shop Steward has taken unauthorized strike, slow-down or work stoppage or other action.

Section 6. The Company will provide each new hire with a packet of information, to be provided by the Union, and will inform the new hire that the Union has requested that the new hire complete and return the authorization material to a Union Steward.

The Company will provide, on a weekly basis, to a Steward designated by the Union, a list of names of any new employees hired into the bargaining unit.

ARTICLE 2
MANAGEMENT PREROGATIVES

Section 1. All management rights, functions and responsibilities which the Company has not expressly modified by a specific provision of this Agreement are retained and vested exclusively in the Company, including but not limited to the discretion and right to manage the business and facilities, direct the operations and workforce, determine workforce size and qualifications, discharge and discipline for cause, establish work related rules, policies and procedures, establish regulations on personal grooming and wearing of uniforms, contract out and transfer work, determine the scope, nature and location of work, to close and generally to establish the wages, hours and terms and conditions of employment.

The Company shall not exercise its right to subcontract unreasonably and will consult with the Union prior to laying off employees as a direct result of any decision to subcontract work historically performed by the bargaining unit. The failure of the Company to exercise any right or prerogative shall not constitute a waiver thereof, and the particular exercise of any right, discretion or prerogative shall not obligate the Company to do the same in future situations.

Section 2. The Company will only use an outside labor pool at the facility for legitimate reasons and not in place of or to displace regular employees. Supervisors will not perform bargaining unit work except in emergencies, or for purposes of training or testing.

In the event an outside employee is worked a total of 45 days in a 90-day consecutive day period to fill a vacancy, except in case of proven illness or injury, such job will be posted for bid.

Section 3. The Company agrees not to enter into any other agreement or contract with its employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void except that the Employer may in good faith settle or compromise any real or threatened claim or charge filed against it or its officers/agents with a government agency or Court and the Employer may provide benefits and wages in excess of the minimum amounts established herein provided the same is not done in a discriminatory manner in violation of Article 21 (Non-Discrimination) or because of Union affiliation.

ARTICLE 3
WORK HOURS, OVERTIME AND SHIFT DIFFERENTIAL

Section 1. The normal workweek for all employees begins at 12:01 a.m. Sunday and ends at 12 midnight Saturday. The normal workweek for facility and garage employees is five (5) days or four (4) days and each regular full-time employee who reports for his/her entire scheduled work during the week shall be guaranteed at least forty (40) hours work during such five (5) or four (4) day week, unless out in whole or part because of strike, labor dispute, and Act(s) of God, or any other circumstance beyond the Employer's direct control.

Section 2. Time and one-half (1 ½) shall be paid for all hours worked in excess of forty (40) hours per five (5) or four (4) day week, and in case of facility and garage employees only, for all hours worked in excess of eight (8) hours per day in a five (5) day workweek, or ten (10) hours per day in a four (4) day workweek. Holidays shall be paid at the rate of ten (10) hours per day in a four (4) day workweek.

Section 3. There shall be no pyramiding of overtime.

Section 4. Each employee who reports for work on his/her sixth (6th) day or the seventh (7th) in his/her scheduled workweek or on his/her fifth (5th) day on a four (4) day work schedule shall be guaranteed four (4) hours work or four (4) hours pay for that day.

All Saturday overtime work shall be offered to qualified personnel in seniority order. If insufficient personnel are available on a voluntary basis, the process of reverse seniority shall apply. Employees shall be worked on a rotating basis to allow each employee off two weekends (Saturday/Sunday) per month. In no event shall the Company be compelled to work an employee at the overtime rate when there are employees available to work at straight-time. This provision does not apply to personnel whose regularly assigned workweek includes Saturday and/or Sunday work.

Section 5. Each employee who has completed his/her scheduled day's work of eight (8) or ten (10) hours and goes home and is called back to work shall be guaranteed four (4) hours work or four (4) hours pay.

Section 6. Hourly-rated employees performing work between 8:00 p.m. and 4:00 a.m. shall be paid fifty cents (\$.50) per hour above the regular hourly rate of pay for such work.

Section 7. Employees presently employed by the Company, whose rates of pay are in excess of those provided by this contract, shall not be reduced by reason of any new wage rates set out in this Agreement.

Section 8. The Company may change the normal work hours and shift schedules for business reasons, and seniority shall prevail as provided herein. If an employee's shift start time is changed by more than two (2) hours, then such job shall be subject to being re-bid, in accordance with Article 12 (Job Bidding).

ARTICLE 4
PROBATIONARY PERIOD

Section 1. A new employee shall work under the provisions of this Agreement, but shall be employed on a sixty (60) calendar day trial basis, during which period the employee may be assigned work or discharged without further recourse. After sixty (60) calendar days, the employee shall be put on the regular seniority list, and the employee's employment date shall be as of his/her first day of employment. Probationary employees shall not receive pay for time not worked during the probationary period. The Employer and the Union agree that this period may be extended for an additional thirty (30) calendar days provided the probationary employee agrees to said extension as a condition of continued employment.

Section 2. Each new employee hired after the ratification date of this Agreement shall be paid as follows:

- 1st 6 months employment – 80% Regular Classification Rate
- 2nd 6 months employment – 90% Regular Classification Rate
- 3rd 6 months employment – 95% Regular Classification Rate

After the end of the 3rd, 6 months period, new employees shall receive the regular classification rate for the classification they are in. The Company reserves the right to accelerate the progression.

ARTICLE 5
JURY DUTY

Section 1. An employee called for jury duty and required to perform such duty shall be paid by the Employer during such period of jury duty an amount equal to the difference between the employee's fee as a juror and the straight-time pay he/she would have received had he/she been able to work.

ARTICLE 6
BEREAVEMENT LEAVE

Section 1. In case of death of the father, mother, sister, brother, husband, wife, son, daughter or parent-in-law of any employee of more than sixty (60) days of service, and where such employee finds it necessary to take time off from work to pay proper respect to the deceased, a maximum payment of three (3) days straight-time pay will be made to such employee for such time lost from work and one (1) workday for the death of the employee's son-in-law, daughter-in-law or grandparent or stepparent, providing such employee notifies a proper representative of the Employer before absenting himself/herself from work.

ARTICLE 7
WAGES AND JOB CLASSES

Section 1. Wages and classifications are shown in Appendix “A” and “B” attached hereto and made a part of this Agreement.

Section 2. Nothing contained in Appendix “A” or “B” shall be construed to require the continuation of any job or prevent a change to, or elimination of, any job(s) or job classification(s). In the event a permanent job is substantially and materially changed, or a new classification is established, the Company shall meet with the Union, and shall establish a reasonable rate of pay for the job. Such job shall be bid in accordance with Article 12 (Job Bidding).

Section 3. Employees in any regular job classification may be used temporarily in any lower job classification, but, for work done in such lower job classification, shall receive the wage rate for their regular job classification. Effective January 1, 2011, employees in an hourly classification (excluding employees paid on a fluctuating workweek) used in a commission classification shall receive their regular hourly rate of pay for the day, plus a twenty dollar (\$20.00) payment for working in the commissioned classification. In the case of permanent demotions, employees so demoted shall receive the regular wage rate for the job classification to which they are demoted.

Section 4. Any wage increases established by this Agreement shall be effective at the beginning of the pay period, of the same workweek.

All employees covered by this Agreement shall be paid his/her base and hourly pay, each week, and not more than seven (7) days pay shall be held on an employee.

Payday shall be Friday.

ARTICLE 8
VACATIONS

Section 1. All employees shall be eligible for vacations on the following basis:

- 1.) One week vacation after one full year of employment.
- 2.) Two weeks vacation after two full years of employment
- 3.) Three weeks vacation after eight full years of employment
- 4.) Four weeks vacation after fifteen full years of employment
- 5.) Five weeks vacation after twenty-five full years of employment

Employees with less than one (1) year of service on January 1, shall not be entitled to a vacation bid or time off except as stated below. After the anniversary of his/her first year of continuous service, such employee shall be given time off to be taken during the remainder of the calendar year at the rate of 5/12 day for each full month or major portion thereof of service rendered during the previous vacation period, for which no vacation shall be granted. This will adjust the employee's service time for the purpose of vacation bidding to a calendar year basis and he/she shall be entitled to a vacation bid during the next bidding period.

Employees hired prior to February 1, 1995 will continue to bid vacations in accordance with their seniority as they have in the past. Each employee hired on or after February 1, 1995 will bid in accordance with this contract.

Section 2. In order to be eligible for vacations, employees shall have a minimum service of active employment of 130 workdays during the calendar year in which the vacation is earned.

Section 3. Vacation pay for each vacation week for employees, other than driver-sellers, shall be their regular hours up to a maximum forty (40) hours computed at the employee's base hourly rate of pay. The vacation period shall be from January 1 to December 31 of any year. Any employee completing the required years of continuous service and other eligibility requirements, before December 31 of any year, will be entitled to the listed weeks of vacation with pay, during the following calendar year's vacation period.

Section 4. Wholesale Route-Sellers shall receive vacations in accordance with the provisions set forth above, except that their weekly vacation pay shall be the amount of the commission earned on their particular route, during the vacation week. In addition, such vacation pay shall include, for each week of vacation earned, the weekly base pay applicable for the work in which the vacation is taken.

Section 5. Vacation week(s) for all employees shall start on Sunday and end on Saturday unless mutually agreed.

Employees who are eligible for four (4) or more weeks of vacation during a calendar year may elect to take the equivalent of one (1) week off in increments of one (1) day at a time, provided:

- a. Only one (1) day may be requested off during a workweek. Multiple days off requested during a workweek will be granted at the Company's convenience. The Company reserves the right to determine the number of employees off on any given day due to business necessities.
- b. Vacation days may only be taken in the four (4) month block for which the employee has not bid two (2) weeks vacation during the regular vacation bidding period.
- c. Seniority shall prevail and requests for personal holidays shall be given preference before vacation days may be granted.

d. Employees must request vacation days in writing at least seven (7) days in advance.

Pay for individual vacation days will be calculated on the same basis as weekly vacation pay.

Section 6. The Employer will post the vacation schedule not less than thirty (30) days before the starting of the new vacation period so that employees will have enough time to select their vacations. Vacations shall be scheduled by the Company, provided, however, that where possible seniority of the employees in their seniority group (department) and their preference shall govern the time said vacations are to be taken with due regard to the number of employees off at one time and traditional vacation blocking and selection procedures. No employee may take more than two (2) weeks vacation in each of the three (3) four (4) month periods of the year. Vacations will be spread evenly throughout the year when possible, and under no circumstances will operations be allowed to suffer because of vacation schedules. When the number of vacation weeks to be scheduled in a department exceeds 52 weeks, the Company will post a second week of vacation for selection within the department. As the number of vacation weeks to be scheduled increases by an additional 52 weeks, an additional week of vacation will be posted for selection within the department (for example, two weeks posted for assignment after 52 weeks; three weeks posted for assignment after 104 weeks; and four weeks posted for assignment after 156 weeks).

Section 7. Employees who transfer, or who have transferred from one department to another, shall retain facility seniority in respect to scheduling of vacations. Any such transferring employee will understand, however, that his/her vacation selection, if already made, is subject to change to conform with the schedule already set up in the new department he/she enters.

ARTICLE 9
HOLIDAYS

Section 1. All facility and garage employees covered by this Agreement shall receive the following holidays:

New Year's Day	Fourth of July
Memorial Day	Thanksgiving Day
Labor Day	Christmas Day
Veteran's Day	Personal Holidays (3)

Effective January 1, 2011 - Personal Holidays (4)

All regular hourly-paid non-probationary employees, who are scheduled and required by the Company to work on the above holiday(s), shall be paid at the rate of one and one-half (1 ½) times his/her regular hourly rate for all hours worked on such holidays, in addition to his/her eight (8) hours holiday pay, provided, however, that such employee must work all of his/her scheduled workdays during the week in which said holiday occurs, except in cases of proven sickness. All regular hourly-paid non-probationary employees and fluctuating workweek drivers who are not required to work on the above holidays will be paid their regular hours up to eight (8) hours pay provided, however, that the hours not worked on any such holiday shall not be included in computing the hours for overtime pay for hours worked in excess of forty (40) in any workweek. Where a holiday falls during an employee's scheduled vacation, the employee shall receive holiday pay in addition to vacation pay. This extra day's pay shall be in lieu of such holiday. Employees must work their last scheduled shift before and after a holiday not worked in order to be entitled to holiday pay unless excused by the Company for such absences.

Section 2. All commissioned route-sellers, when required to work on any of the above holidays, shall receive one-fifth (1/5) of their week's earnings, in addition to their regular pay, based on the average route earnings for the period of three months preceding the holiday involved. It shall not be a violation of this Agreement, however, for the Employer to grant in lieu of such holiday pay for the above employees, an alternative day off or, in lieu of such holiday pay, to add an additional day to the employee's vacation. In addition, for Memorial Day, July 4th, and New Year's Day, the Employer shall grant at the employee's discretion, a Company Day in lieu of holiday pay for those three days. The three Company Days must be taken before the end of such calendar year or the Employer will pay the employee for such days. Under no circumstances will such days be accumulated from year to year.

Section 3. Employees must give sufficient notice in advance of a request for a personal day to permit scheduling changes. The granting of a request for a personal holiday is subject to operational needs. A request for a personal day made seven days in advance, once approved, will not be cancelled.

ARTICLE 10 **SENIORITY**

Section 1. Seniority of an employee shall be defined as that period of continuous employment with the Employer at each location occurring after the employee's most recent date of hire. In the case of the transfer of an employee from one seniority group to another (i.e. from the one group to the driver-seller group or vice versa), the employee's seniority in the seniority group from which the employee is transferred shall be transferred to the employee's new seniority group.

Section 2. An employee's seniority under this Agreement shall be forfeited under the following circumstances:

- 1.) Discharge, quite, resignation, involuntary confinement in prison or jail for longer than two days, or retirement.
- 2.) Absence for three consecutive scheduled workdays without notifying the Company before or during the absence.
- 3.) Failure to return to work from layoff status within 48 hours after due notification of recall by the Company, without the employee who was so recalled notifying the Company during the said 48 hours of illness or accident which actually prevents the employee from working (as evidenced by written certification or report of medical doctor requested by the Company) or other legitimate reason satisfactory to the Company for such absence.
- 4.) Leave of absence in excess of eighteen (18) months (per Article 19 (Leaves of Absence)).
- 5.) Layoff in excess of one (1) year.
- 6.) Failure to return from leave of absence status on the date scheduled for return without legitimate excuse satisfactory to the Company or giving false reason for a leave or working during a leave without Company authorization.
- 7.) Acceptance by the employee of a “total permanent disability” award or demand for a “total permanent disability” award by the employee.

Section 3. The Employer agrees that all regular employees must be eligible to work full-time before using students.

Section 4. The Employer agrees to post lists of employees in the order of their seniority on area bulletin boards and send to the Union complete seniority lists upon the signing of this Agreement, and each year thereafter during the life of this Agreement. Any errors must be brought to the Company’s attention within 15 calendar days of posting or the Company shall not be liable for any mistakes resulting there from.

ARTICLE 11
DISCIPLINE, DISCHARGE AND ACCIDENTS

Section 1. The Employer shall not issue a disciplinary discharge or suspension of any non-probationary employee without just cause or legitimate business reason, but in respect to disciplinary discharge shall give at least one (1) warning notice of complaint against such employee to the employee in writing, and a copy of the same to the Union, except that no prior warning notice need be given to an employee before he/she is discharged if the cause of such discharge is: gross or deliberate insubordination; employment harassment; assault, battery or intentional destruction of property; dishonesty (including theft); encouragement of, abuse of or possession or use of alcohol or drugs as prescribed by a written policy on the subject, or while on duty or as prohibited by law; recklessness or the carrying of unauthorized passengers, firearms and/or weapons; possession of firearms or weapons on Company property (no weapons or firearms will be permitted on the Employer's property, except that legitimate hunting weapons will be permitted in personal vehicles according to State law); safety violations if there is a substantial probability that death or serious harm could result from the employee's willful violation of known rules; violation of Article 24 (No Strike/No Lockout); or preventable loss of required work permits (e.g., driver's license for drivers). The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from date of such warning notice.

In cases of discharge, suspension, or letters of warning, the Company will notify the employee and Union within ten (10) days of the infraction or within ten (10) days of when the Company becomes aware of the infraction.

When the Employer determines to impose a disciplinary suspension, the suspension from work shall commence not later than 14 days after the date of notice of the suspension unless the employee is off because of illness, injury, vacation or other such reason.

Violation of posted rules, policies and procedures constitutes "just cause" for discipline in accordance with those rules, policies and procedures.

Section 2. An employee may request an investigation by the Union as to the reason for his/her discharge or suspension. Should such investigation prove to the Company's satisfaction that an injustice has been done to the employee, he/she shall be reinstated and compensated at his/her usual rate of pay while he/she has been out of work, or the dispute may be settled in such other manner as may be agreed to by the parties to this Agreement. If the parties are unable to settle such dispute, said dispute shall be handled in accordance with the grievance procedures or Arbitration.

Section 3. Any employee who has an avoidable accident involving one or more Company owned vehicles in any manner, and such accident involves total damage to all persons, vehicles and/or property involved in the amount of seven hundred fifty dollars (\$750.00) or more, or fails to report any accident to the employee's immediate supervisor immediately, or by the end of the employee's workday, will be subject to disciplinary action, in accordance with this Article 11.

Loss of License to Drive

- a.) In the event an employee receives a traffic citation for any vehicle which would contribute to a suspension or revocation or suffers a suspension or revocation of his or her right to drive the Company's equipment for any reason, he/she must promptly notify the Company. Failure to comply will subject the employee to disciplinary action up to and including discharge.
- b.) Employees who must have a valid driver's license to drive vehicles in the performance of their regular job will be suspended from employment without pay should their license be suspended for any reason up to ten (10) workdays or the Company may reassign at its discretion. The employee shall continue to hold seniority for a period of two (2) years and shall be offered work within the facility if work becomes available.
- c.) Nothing in this section shall be construed to prevent the Company from issuing appropriate discipline for other or related infractions of the work rules (e.g., for driving a Company vehicle while under the influence of drugs or alcohol or reckless behavior on the job).

Section 4. An employee who is absent from work because of an asserted illness or injury shall, at the request of the Employer, promptly submit to a physical examination by a physician designated by the Employer, provided, however, that the Employer shall pay for any such physical examination. If the employee refuses to submit to such physical examination, or, if the physician determines on the basis of such examination that the employee's absence from work was not reasonably necessitated by such asserted illness or injury, the employee's absence from work shall be treated as a violation of this Agreement and the employee shall be entitled to none of the employee benefits which might have accrued to the employee by reason of such asserted illness or injury.

If it believes an injustice has been done an employee as a result of such a determination by a physician designated by the Employer, the Union may have the employee re-examined at the Union's expense.

If the aforesaid two physicians disagree, they shall mutually agree upon a third physician whose decision shall be final and binding. The expense of the third physician shall be divided equally between the Employer and the Union.

Nothing contained herein shall require the Employer to have an employee examined by a physician in order to determine the employee's ability/inability to work nor shall it prevent the Employer from requiring an employee to provide a descriptive doctor's excuse satisfactory to the Employer for past absences.

ARTICLE 12 **JOB BIDDING**

Section 1. All vacancies or new jobs requiring the permanent addition to the job classification shall be posted for bid for three (3) days and awarded within five (5) days (subject to reasonable delays). The successful bidder will be placed into the new classification within fifteen (15) working days of the bid award or will be paid the higher rate of pay. Bids for hourly-rated jobs shall specify the job classification, normal duties, starting time, hours and days to be worked and rate of pay. Operational needs may dictate assignments on a temporary basis. Facility-wide seniority and qualifications to perform the work shall apply to filling new jobs and vacancies. The Union will be furnished a copy of all bid awards.

Section 2. The Company has the right to determine if any employee is qualified for or should be disqualified from a job or activity subject to discussion with the Business Agent, upon request.

Section 3. An employee filling a new permanent job vacancy, whether by voluntary assignment or bid award, and new hires, shall not be eligible to bid on another job for 365 calendar days, unless mutually agreed.

Section 4. For legitimate reasons such as acquiring and training of replacement drivers and customer needs, the Company may delay the release of a driver-seller or relief driver to a new bid position. If the bid award recipient has not been released to his/her bid job within one month of award, the Company will meet with the Union upon request and provide the Union with an explanation for the delay and a reasonable plan for expediting the employee's release in the future.

Section 5. Any non-probationary employee who is disqualified from a job for non-disciplinary reasons shall be reassigned to a vacancy for which he/she is qualified at the same or lower rate or if no vacancy exists may exercise a bump of the most junior facility employee or will be placed on layoff. The original vacancy shall then be filled by continuing down the original bid list until the bid is filled. If the original bid fails to produce a bid award, a second bid may be posted.

Section 6. A position that is vacated by a "red circled" employee is not bid or filled as a "red circled" job.

Section 7. Temporary vacancies (i.e. vacancies of 6 months or less) will be filled by management.

ARTICLE 13
LAYOFF AND RECALL

Section 1. Seniority rights shall prevail as provided for in this Agreement.

Section 2. There shall be two (2) seniority lists for each location, one for driver-sellers (hereinafter referred to as the “driver-seller group”) and one for all other employees covered by this Agreement.

Section 3. In case an employee is laid off due to a reduction in force, he/she shall be called back to work in his/her respective group without loss of seniority rights. In case of lay-off, the junior employee in the group shall be laid off first. The Employer agrees to recall laid-off employees in their group in the reverse order of their lay-off from that group.

Section 4. In recalling laid off employees, the Employer shall attempt to notify such employees by telephone and certified mail to their last known address. Failure of an employee to keep the Employer informed of all changes in the employee’s telephone number and mailing address shall relieve the Employer of any responsibility to recall such employee. In the event the Employer is unable to contact a laid-off employee, or in the event an employee who has been contacted and requested to return to work and fails to timely do so, the employment rights of such employee shall be terminated. An employee shall not be required to return to work after such layoff without reasonable notice. Employees shall accumulate seniority during the period of the lay-off, in accordance with Article 10 (Seniority).

Section 5. Employees refusing the recall to a different job classification will remain eligible for recall.

Section 6. Laid off employees do not have the right to bump other employees from a job, except that any qualified employee with superior seniority who is placed on layoff status may displace the most junior employee in the facility if the employee immediately notifies the Company of his/her desire to do so.

ARTICLE 14 **GRIEVANCES**

Section 1. A grievance is a claim or complaint by an employee or group of employees of an improper interpretation or application of the provisions of this Agreement. No grievance or arbitration shall be filed with respect to any matter involving Appendix "C" (Insurance and Benefits) or employee benefits or insurance for which there is a Plan Administrator.

Section 2. Each grievance shall be reduced to writing in duplicate and signed by the aggrieved and the Shop Steward within ten (10) calendar days after the grievance has occurred. The written grievance must adequately describe the events leading to the grievance, the remedy sought and the specific provisions of the Agreement at issue. The Employer may designate a grievance form to be used.

Section 3. The Shop Steward and/or Local Union business agent shall immediately present the written grievance to the Facility Manager or designated Company representative of the department where such grievance occurred.

Section 4. If the Union and the Employer are unable to settle such grievances within a total of fifteen (15) calendar days thereafter, then within twenty (20) calendar days thereafter the aggrieved party shall demand arbitration in writing pursuant to Article 15 (Arbitration) or shall have been deemed to waive the grievance.

ARTICLE 15 **ARBITRATION**

Section 1. Should any grievance remain unsettled after exhausting the aforementioned grievance procedures, either party hereto, and only either party (that is, only a designated Company representative or Union representative) shall, if the party desires, demand arbitration in writing within the time set in Article 14, Section 4 (Grievances). The Arbitrator shall be appointed by mutual consent of the parties. In the event the parties are unable to agree upon an arbitrator within seven (7) days after arbitration is invoked, the moving party shall immediately petition the United States Federal Mediation and Conciliation Service and request a panel of at least seven (7) qualified arbitrators, and the parties shall select a single arbitrator from such panel by striking names alternatively (the Union first). Either party may reject an entire panel.

It is agreed that the above Grievance-Arbitration procedure shall be the sole method of settling disputes, differences or controversies arising between the parties hereto or between an employee and the Employer (except as stated elsewhere herein or as involves Article 24 (No Strike/No Lockout), and it is further agreed that the employees shall be bound by any decisions, determinations, agreements or settlements which may be effectuated pursuant to invoking the Grievance-Arbitration procedure, including any determinations as to whether or not the grievance should be arbitrated. No more than one case can be decided by the selected Arbitrator at one time unless the parties mutually agree to that process.

Should either party contest arbitrability of any matter, the Arbitrator or Court shall determine the arbitrability in a summary proceeding (preferably by briefs and verified affidavits alone when feasible) that precedes any hearing on the merits so as to alleviate the cost and expense of an unnecessary evidentiary hearing. The burden of proof of arbitrability shall be on the party seeking to arbitrate the matter.

It is understood that it shall be the function of the impartial Arbitrator to make decisions on claims of alleged violation of this Agreement that could not be settled after a grievance was filed, but:

1. The Arbitrator shall have no power, in equity or otherwise, to add to, subtract from, modify or ignore any of the terms of this Agreement, including but, not limited to any procedural requisites. Nor can the Arbitrator decide issues that are not directly in issue in the case. The Arbitrator may order reinstatement to work with back pay, but may not issue injunctions or award compensatory or punitive damages, interest or attorney's fees.
2. The Company shall not be required to pay back wages prior to the date a written grievance is filed with the Company.
3. All awards of back wages shall be limited to the amount of wages the employee would otherwise have earned from employment with the Company during the periods of non-work, less any unemployment compensation received from the government and employment pay, or disability pay.
4. The written decision of the impartial Arbitrator shall be final and binding upon both parties. However, the parties may appeal any adverse decision to a court of competent jurisdiction based on: traditional federal labor arbitration law concepts; a showing of substantial bias, error or fraud; lack of due process; a clear failure to properly interpret this Agreement as written; and/or unauthorized exercise of authority.
5. The expenses incident to the services of the impartial Arbitrator shall be borne equally by the Union and the Company, and each party shall bear the expense of its own Representatives.

6. The impartial Arbitrator shall, upon request of either party, permit the filing of pre-arbitration and post-arbitration briefs. The Arbitrator shall also submit his/her decision, reasoning, and findings and conclusions of fact and law in writing to the parties within 30 days of the close of the hearing unless prevented by exigent circumstances.
7. It is understood and agreed that no matter involving, concerning or arising out of this Agreement, and no grievance, shall be subject to arbitration unless the parties have already requested arbitration prior to the termination of this Agreement. In the event a grievance is or becomes non-arbitrable, the Company's last determination of the issues involved shall prevail.

ARTICLE 16
GROUP INSURANCE AND BENEFITS POLICIES

Section 1. The parties have provided for group insurance and benefits policies, the provisions of which are intended to be covered in separate plan document(s). Attached as Appendix "C" (Insurance and Benefits) is a summary listing of these benefits.

Should the costs of any benefit plan or insurance policy, or if any coverages of the plan or policy in effect, increase or change during the term of this Agreement, the Company and the Union will negotiate.

Section 2. Employees within the bargaining unit shall be eligible to participate in the Company's Stock Purchase Plan, under the same terms and conditions as those for the non-bargaining unit Mt. Crawford & Charlottesville, Shenandoah's Pride, LLC employees.

ARTICLE 17
BULLETIN BOARDS

Section 1. The Employer agrees to provide at least two bulletin boards in appropriate places on its premises on which the Union and the employees covered hereby may post notices of Union meetings and other material of similar character after first showing the material to the Employer. The Employer reserves the right to disallow or remove any defamatory or obscene postings and to set reasonable standards for postings (e.g., size of posting, sightlines, time remained posted, etc.).

ARTICLE 18
UNION CONVENTION

Section 1. The Employer agrees to grant the reasonable and necessary time off without loss of seniority rights and without pay, to any employee designated by the Union to attend a Labor convention or serve in any other capacity of other official Union business, providing forty-eight hours written notice is given to the Employer by the Union, specifying the length of time off. The Union agrees that in making its request for time off for Union activities due consideration will be given to the number of employees affected in order that there shall be no disruption of the Employer's operation due to lack of available employees. No more than two employees may go on leave under this provision at any one time without management's approval.

ARTICLE 19
LEAVES OF ABSENCE

Section 1. Any employee desiring a leave of absence, other than as set out in the above Article 18 (Union Convention), must secure written permission from the Employer. Failure to comply with this provision may, at the Company's option, result in the complete loss of seniority rights and job of the employee involved. Any employee using a leave of absence as a subterfuge shall forfeit his/her seniority rights and job. An employee shall not accept employment elsewhere when on leave of absence, unless agreed by the Employer.

Section 2. The granting of any leave of absence to an employee shall not be a guarantee of continued employment, except as provided herein. Inability to work, because of proven sickness (or pregnancy) or injury, either non-work related or work related, shall not result in the loss of seniority rights in the event the employee returns to work within eighteen (18) months.

Section 3. Light Duty

1. The Employer may establish a modified work program designed to provide temporary opportunity to those employees who are unable to perform their normal work assignments due to a disabling on-the-job injury. Modified work shall be offered on a non-discriminatory basis to those employees who have received a detailed medical release from the attending physician clearly setting forth the limitations under which the employee may perform such modified work.
2. Modified work shall be restricted to the type of work that is not expected to result in a re-injury and which the employee can perform within the medical limitations set forth by the attending physician. Nothing in this section shall require the Company to create a light duty position or modified work or to permit an employee to work a modified assignment or light duty for any specific length of time.

3. Employees accepting modified work shall receive temporary partial benefits as determined by each respective state worker's compensation law, plus a modified work wage when added to such temporary partial benefit, shall equal not less than eighty-five percent (85%) of forty (40) hours pay that he/she would otherwise be entitled to.

Section 4. Family and Medical Leave Act

1. Employees who have been employed for at least one year and who have at least 1,250 hours of service in the twelve (12) month period immediately preceding the date of the leave of absence are eligible to take an unpaid family or medical leave of absence of up to twelve (12) weeks annually pursuant to the Family and Medical Leave Act ("FMLA").

The Company will administer this FMLA policy and may establish and change such reasonable terms and conditions for requesting, verifying and receiving FMLA leave as are consistent with the implementing regulations and definitions under the FMLA. The Company shall maintain a written policy on FMLA leave that will be available to the Union's representative and employees for review in the Human Resources Department.

2. FMLA leaves may be used for the following purposes: (a) birth of a son or daughter, or to care for a newborn child; (b) placement with the employee of a son or daughter for adoption or foster care; (c) to care for the employee's spouse, son, daughter or parent with a "serious health condition"; (d) because of a "serious health condition" that makes the employee unable to perform the functions of the employee's job.
3. Employees must notify the Company of the need for an FMLA leave at least thirty (30) days in advance of the leave when the need is foreseeable or as soon as practical after the employee is aware of the need for leave. Notice must be in writing whenever possible.
4. Written verification of the necessity of the leave will be required from the employee, including timely and informative certification by an appropriate health care provider of the need for the leave and employee's fitness to return to work at the expiration of the leave, in appropriate cases, using forms approved by and submitted in a manner determined by the Company.
5. An employee will be permitted to substitute accrued paid time off (such as vacation and personal days off time) for unpaid FMLA leave (and may also be required to do so by the Company). Sick pay will be limited to circumstances set out in the sick pay policy unless the Company, at its discretion, determines otherwise.
6. Employees may not work while on FMLA leave without the prior written permission of the Company.
7. The Company will maintain the employee's health insurance coverage during the leave, provided the employee continues to pay his/her premium amounts. The Company may opt to pay the employee's portion of the premium and obtain reimbursement for the same.

8. Failure to provide timely and/or appropriate notice of leave or certification shall be treated as an unexcused absence. Dishonesty (by material omission or commission) and failure to return from leave promptly when the basis of the leave ceases to exist, shall be grounds for immediate discharge.
9. FMLA leave may be concurrent with other leaves and receipt of benefits otherwise available to the employee, at the Company's discretion.

ARTICLE 20
SAFETY

Section 1. The Employer and all employees shall observe and obey all valid rules and regulations as set forth pursuant to the Occupational Safety and Health Act of 1970, as amended, and all other applicable federal, state and local laws, rules and regulations regarding safety and health.

Section 2. The Union will cooperate in seeking employee compliance with safety requirements and assist in safety education, and it recognizes that the Employer may take reasonable disciplinary action against employees who violate safety regulations.

ARTICLE 21
NON-DISCRIMINATION

Section 1. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, or national origin nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, age, or national origin or engage in any other discriminatory acts prohibited by law. This also covers employees with a qualified disability under the Americans with Disabilities Act.

ARTICLE 22
TESTING AND EVALUATION OF EMPLOYEES

Section 1. The Employer has the authority to determine fitness for duty, skills and ability (or lack thereof). All evaluation tests given for classifications, as a result of a job bid, shall be of a uniform test with questions pertaining to said classification only and shall be subject to review by the Local Union. Upon request, all employees shall have the right to review their own graded test with management or with the appropriate testing agency if the Company can so arrange.

Section 2. When necessary or reasonable to maintain the proper level of operations, to assure or determine safety, security or the continuing qualifications of the employees, or as necessitated by law or government contract, the Company may require employees to submit to reasonably reliable tests or examinations (including those for alcohol or drug use, possession, distribution, etc., while on the premises of the Company, while driving vehicles or while working under the influence of drugs or any impairing substance). At its discretion, the Company may also institute a random drug testing policy and procedures PROVIDED that the test is conducted during the employee's normal work hours, the Company pays the employee for his/her time and the Company pays the costs of the testing. Employees will not be tested or examined for frivolous, discriminatory or harassing purposes.

Applicants for employment may be tested for drugs and other substances.

Section 3. Employees are expected to cooperate fully with any written or known policy of the Employer regarding drug and alcohol usage, possession or distribution as it pertains to employment setting, including but not limited to alcohol or drug tests and investigations by the Employer.

ARTICLE 23
LEGAL COMPLIANCE

Section 1. The Employer shall comply with the federal, state and local law and the regulations and contractual clauses of the government; and said compliance shall not be deemed to be a violation of this Agreement.

ARTICLE 24
NO STRIKE / NO LOCKOUT

Section 1. There shall be no strike, picket, curtailment or stoppage of work on the part of the Union or any of its members, nor any lockout on the part of the Employer during the term of this Agreement or any extension thereof. This, however, does not preclude the members of the unit from respecting and refusing to cross the picket line of an authorized strike which has the approval of the Union, if called by another Union, and provided the Union shall give written notice to the Company of any authorized strike.

ARTICLE 25
D.R.I.V.E.

Section 1. The Employer agrees to deduct from the pay of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from their pay on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which an employee earned a wage. The Employer shall transmit to D.R.I.V.E. National Headquarters, on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number, and the amount deducted from that employee’s pay.

ARTICLE 26
FINALITY

Section 1. During the life of this Agreement, neither party shall be required to negotiate concerning any term or condition of employment which was or could have been negotiated into this Agreement unless expressly required by this Agreement. The Company may not change or alter any term or condition of employment specifically set forth in this Agreement without the express agreement of the Union.

Section 2. Nevertheless, the Union agrees that it will meet and negotiate essential changes with the Employer upon the Employer’s request should the Employer become prevented from compliance with any part of this Agreement because of inability to pay, imminent insolvency, three consecutive quarters of non-profitability, or exigent circumstances largely beyond the Employer’s control. The Employer’s obligations under this Agreement may be suspended during and as a result of war, insurrection, civil riot, or government imposed economic controls that materially affect the Company’s performance.

ARTICLE 27
TERM OF AGREEMENT

Section 1. This Agreement shall be binding upon the parties, and shall be in full force and effect upon the first (1st) day of February 2010 through and including January 31, 2013, and thereafter shall be automatically renewed from term to term of one (1) year unless written notice of desire to terminate or modify it is given by either party to the other at least sixty (60) days prior to January 31, 2010 or at least sixty (60) days prior to January 31 of any year thereafter.

In witness whereof, the Employer (also referred to as “Company”) and the Union have caused this Agreement to be executed in its behalf by its proper officer(s) heretofore authorized, on this 1st day of February, 2010.

FOR THE COMPANY:

Greg Harper (date)

Dion Hampton

Shane M. Keith

FOR THE UNION:

John D. Farrish (date)
Secretary/Treasurer

Robert "Danny" Crouch

Guy J. Lam

James T. Daniel

APPENDIX "A"

<u>JOB CLASSIFICATION</u>	<u>1/31/10</u>	<u>1/30/11</u>	<u>1/29/12</u>
<u>CLASSIFICATION 1</u> <u>(FACILITY MECHANICS)</u>			
MAINTENANCE FOREPERSON*	\$21.90	\$22.40	\$22.90
MASTER MECHANIC*	\$21.15	\$21.65	\$22.15
ICE CREAM CABINET MECHANIC	\$17.90	\$18.40	\$18.90
<u>CLASSIFICATION 2</u>			
COLD STORAGE FOREPERSON*	\$18.90	\$19.40	\$19.90
MEDIUM & LOW TEMPERATURE COLD STORAGE AND CASEWORKER	\$17.11	\$17.61	\$18.11
GENERAL FACILITY LABOR*	\$17.11	\$17.61	\$18.11
<u>CLASSIFICATION 3</u>			
TRANSPORT DRIVERS	\$18.36	\$18.86	\$19.36

* Indicates Non-Bid positions. "Foreperson" is "working foreperson".

- General Facility Labor Employees shall be used to supplement regularly assigned personnel. The Company has the right to assign these employees work as operational needs dictate. Job assignment on a daily basis shall consider qualifications and seniority. When qualifications are equal, seniority shall be considered. So far as possible, the employees shall be assigned to a regular shift.

(The Employer shall have the right to upgrade and promote mechanics and forepersons and not be required to fill any vacancy which occurs as the result of such upgrading or promotion but will advise the Business Agent of any permanent assignments to these positions before making the assignment.)

APPENDIX "B"
ROUTE DRIVER-SELLERS

1. All milk and ice cream, commissioned driver-sellers shall be given their full base pay each week. Commissions on all routes shall be settled monthly on or before the 15th of each month and paid on sales. Commissions shall be paid to regular driver-sellers on the basis of a weekly five-day operation. Relief driver-sellers shall receive the base rate for the drivers plus their average weekly commissions on all routes (excluding route adjustments) and \$65.00/week.
2. Route working forepersons shall be paid the same base rate as regular drivers plus an average weekly commission of all routes (excluding route adjustments) and \$30/week.
3. Should the Employer split a wholesale route or routes and the splitting of such route or routes reduces the volume of business on the routes concerned, the route sellers affected will be paid a sum equal to the difference between the commissions received by said route seller during the four-month period immediately preceding the split and the commissions received by said route seller during the four-month period following the split. It is understood, however, that the Employer and the Union have been operating in good faith belief that route sellers are outside salesmen exempted from the wage and hour provision of the Fair Labor Standards Act of 1938, as amended, or the state equivalent. In the event, therefore, that the Wage and Hour Division of the Department of Labor or other appropriate agency determines otherwise and it becomes necessary during the term of this Agreement for the Employer to split any route or routes of driver-sellers, in order for the Employer to comply with all of the provisions of that Act, the Union agrees that the Employer shall not be required to reimburse the affected route sellers for any loss of income which may be sustained by them as a result of such route splitting. However, before a route is split for the above purposes, the Employer agrees to so advise the Union of its proposed action in order to give the Union an opportunity to investigate the facts pertaining to such change.
4. The Employer will guarantee driver-sellers regularly assigned to wholesale routes who have been employed as driver-sellers for a minimum of one (1) year that their monthly earnings shall not average less than seven hundred twenty-seven dollars and forty-seven cents (\$727.47) per month. To determine that such average guarantee shall have been met, the Employer will, at the end of the calendar year, total all earnings of each driver-seller eligible for this guarantee including commissions, vacation pay, Christmas bonus (if any) and holiday pay, which such driver-seller has received during the calendar year. In the event that such eligible driver-seller shall be absent from work because of sickness, leave of absence, or is unable to work or run his/her route for any reason beyond the control of the Employer, the period during which such route seller is not employed shall not be covered by this guarantee. Accordingly, the guarantee will be computed by dividing the eligible driver-seller's earnings by twelve or by whatever lesser divisor will reflect his/her absence from work or reasons over which the Employer had no control.

Thus, for example, where the driver-seller has not worked for one month during the year because of illness, voluntary absence without pay, etc., his/her actual earnings during that calendar year will be divided by eleven to determine whether his/her earnings had averaged \$727.47 per month.

5. The Employer may call six meetings not to exceed two hours duration for sales and/or safety per contract year. The driver-sellers attending these meetings will receive \$40.00 per meeting. All driver-sellers on vacation or assigned days off shall be excused from attending these meetings. Proven illness or death in the family shall excuse an employee from attendance. Those meetings shall not conflict with regularly scheduled Union meetings. Notice of such meetings shall be posted on the bulletin board not less than 15 days prior to such sale and/or safety meetings.
6. It is agreed that the Employer and the route drivers shall endeavor, by working together, to see that the routes are served, maintained and cared for and all monies due the Employer are collected. Further, the parties agree that for any route driver averaging greater than fifty-five (55) hours of work per week over a sixty (60) day period, who does not wish to work that many hours, the Employer and the Union shall meet to review the routes to determine if adjustments can be made.
7. It is understood and agreed that, if a driver-seller makes wholesale sales on his/her route, he/she shall be paid commission on products sold based on established points referred to later herein for net wholesale sales on his/her route. The only exceptions to the above will be in the event of the establishing of a platform price by the Employer, and/or the establishing of a dock price at a customer's own dock on any new trailer routes only.
8. If any new product is introduced by the Employer on a wholesale route, the commission rate payable therefore shall be negotiated between the Union and the Employer. If the parties cannot agree, the Employer shall establish the rate using the other rates established herein as the benchmark. It is agreed that the Employer will review the routes on a periodic basis to ensure that employees are not working an unreasonable amount of overtime.
9. The Employer agrees to continue to make every effort to load local route trucks expeditiously.
10. The established commissions for ice cream drivers shall be the following % on net sales:

1/31/10	4.433%
1/30/11	4.433%
1/29/12	4.433%
11. The commission value of milk products (wholesale) sold by driver-sellers shall be as follows:

COMMISSION VALUES

Product Description	1/31/10	1/30/11	1/29/12
5G HVD BAG/BOX SHEN PR	0.54345	0.54345	0.54345
5L HVD BAG UP C OLD STAR	0.14364	0.14364	0.14364
1G HVD SHEN PRIDE	0.10654	0.10654	0.10654
1G HVD GIANT M artin	0.10654	0.10654	0.10654
1G HVD GREAT VALUE	0.10654	0.10654	0.10654
HG HVD (PL) SH EN PRIDE	0.05370	0.05370	0.05370
HG HVD (PL) GIA NT Marti	0.05370	0.05370	0.05370
HG HVD (PL) MO NTICELLO	0.05370	0.05370	0.05370
HG (PL) HVD GRE AT VALU	0.05370	0.05370	0.05370
HG HVD UP SHEN PRIDE	0.05370	0.05370	0.05370
QT HVD GIANT	0.02787	0.02787	0.02787
PT HVD GIANTM	0.01597	0.01597	0.01597
HP HVD SHEN PRIDE	0.00912	0.00912	0.00912
HP HVD UP SHEN PRIDE	0.00912	0.00912	0.00912
1G 1% SHEN PRIDE	0.09627	0.09627	0.09627
1G 1% GIANT Ma rtin	0.09627	0.09627	0.09627
1G 1% GREAT VAL UE	0.09627	0.09627	0.09627
HG 1% SHEN PRIDE PL	0.04941	0.04941	0.04941
HG 1% (PL) GIAN T Martin	0.04941	0.04941	0.04941
HG 1% GREAT VAL UE	0.04941	0.04941	0.04941
HG 1% UP SHEN PRIDE	0.04941	0.04941	0.04941
QT 1% GIANT	0.02584	0.02584	0.02584
HP 1% SHEN PRID E	0.00912	0.00912	0.00912
1G 2% SHEN PRIDE	0.10375	0.10375	0.10375
1G 2% GIANT Ma rtin	0.10375	0.10375	0.10375
1G 2% GREAT VALUE	0.10375	0.10375	0.10375
5G 2% BAG/BOX SHEN PRI	0.52950	0.52950	0.52950
HG 2% SHEN PRIDE PL	0.05219	0.05219	0.05219
HG 2% (PL) GIAN T Martin	0.05219	0.05219	0.05219
HG 2% GREAT VAL UE	0.05219	0.05219	0.05219
HG 2% UP SHEN PR	0.05219	0.05219	0.05219
HP 2% SHEN PRIDE	0.00912	0.00912	0.00912
QT 2% GIANT	0.02584	0.02584	0.02584
HP 2% UP SHEN PRIDE	0.00912	0.00912	0.00912
1G SKIM SHEN PRIDE	0.08779	0.08779	0.08779
1G SKIM GIANT Martin	0.08779	0.08779	0.08779
1G SKIM GREAT VALUE	0.08779	0.08779	0.08779
5G SKIM BAG/BOX SHEN P	0.47378	0.47378	0.47378
HG SKIM SHEN PRIDE PL	0.04941	0.04941	0.04941
HG FF (PL) GIAN T Martin	0.04941	0.04941	0.04941
HG SKIM GREAT VALUE	0.04941	0.04941	0.04941
HG FF (PL) GIAN T MARTIN	0.04941	0.04941	0.04941
HG SKIM UP SHE N PRIDE	0.04941	0.04941	0.04941
HP SKIM SHEN P RIDE	0.00912	0.00912	0.00912
HP SKIM SHEN P RIDE	0.00912	0.00912	0.00912

COMMISSION VALUES

Product Description	1/31/10	1/30/11	1/29/12
QT SKIM SHEN P RIDE	0.02584	0.02584	0.02584
QT SKIM GIANT	0.02584	0.02584	0.02584
HP SKIM UP SHE N PRIDE	0.00912	0.00912	0.00912
5G 1% CHOCOLATE BAG/BOX	0.57131	0.57131	0.57131
HG 1% CHOCOLATE UP SHE	0.05370	0.05370	0.05370
HP 1% CHOCOLATE SHEN PR	0.00912	0.00912	0.00912
HP 1% CHOCOLATE UP SHE	0.00912	0.00912	0.00912
QT BUTTERMILK SHEN PRI	0.02584	0.02584	0.02584
HP BUTTERMILK SHEN PRI	0.00912	0.00912	0.00912
HG NESTLE CHOCO LATE UP	0.05370	0.05370	0.05370
PT NESTLE CHOCO LATE UP	0.01597	0.01597	0.01597
QT NESTLE CHOCO LATE UP	0.03001	0.03001	0.03001
PT NESTLE STRAW BERRY UP	0.01597	0.01597	0.01597
BOX H&H CREAMER S SHEN	0.42678	0.42678	0.42678
BOX H&H 340CRM S MCDON	0.42678	0.42678	0.42678
QT H&H UP SHEN PRIDE	0.05219	0.05219	0.05219
QT H&H UP SHEN PRIDE	0.05219	0.05219	0.05219
QT H&H FRESH S HEN PRID	0.05219	0.05219	0.05219
QT H&H FRESH SUPERG	0.05219	0.05219	0.05219
5G H&H FRESH S HEN PRID	0.80947	0.80947	0.80947
PT H&H UP SHEN PRIDE	0.03001	0.03001	0.03001
PT H&H FRESH S HEN PRID	0.03001	0.03001	0.03001
PT H&H FRESH SUPERG	0.03001	0.03001	0.03001
PT H&H UP SHEN PRIDE	0.03001	0.03001	0.03001
2.5G WHP CRM 40 % FRESH	1.02760	1.02760	1.02760
HP WHP CRM 36% UP SHEN	0.03838	0.03838	0.03838
QT WHP CRM 40% FRESH S	0.12706	0.12706	0.12706
QT WHP CRM 36% UP SHEN	0.12706	0.12706	0.12706
QT WHP CRM 36% UP MONT	0.12706	0.12706	0.12706
QT WHP CRM 36% UP SHEN	0.12706	0.12706	0.12706
HP WHP CRM 36% UP SHEN	0.03838	0.03838	0.03838
2.5G WHP CRM 40 % UP SH	1.02760	1.02760	1.02760
PT LIGHT CREAM UP SHEN	0.04812	0.04812	0.04812
HP LIGHT CREAM UP DAIR	0.02723	0.02723	0.02723
QT LIGHT CREAM SHEN PR	0.09627	0.09627	0.09627
QT EGG NOG SHE N PRIDE	0.05574	0.05574	0.05574
2.5G CHOC MIX DQ	0.14010	0.14010	0.14010
2.5G 10% VANILLA MIX BA	0.32619	0.32619	0.32619
2.5G 10% CHOC MIX BAG	0.32619	0.32619	0.32619
2.5G 12% PLAIN MIX BAG	0.32619	0.32619	0.32619
2.5G 17% PLAIN MIX BAG	0.32619	0.32619	0.32619
2.5G VANILLA MIX DQ	0.13720	0.13720	0.13720
5G VANILLA MIX XBAG DQ	0.27438	0.27438	0.27438
5G CHOC MIX BAG DQ	0.28020	0.28020	0.28020
HG 6% VAN RF UP MONTIC	0.05637	0.05637	0.05637

COMMISSION VALUES

Product Description	1/31/10	1/30/11	1/29/12
HG 3.5% CSM UP MONTICE	0.03864	0.03864	0.03864
HG 10% VANILLA MIX UP	0.06335	0.06335	0.06335
HG 10% CHOC MIX UP MON	0.06335	0.06335	0.06335
HG 3.5% VAN LIT E UP MO	0.04180	0.04180	0.04180
HG 3.5% CHOC LI TE UP M	0.04180	0.04180	0.04180
HG 3.5% VSM UP MONTICE	0.03864	0.03864	0.03864
BOX CREAMERS ND MONTIC	0.24246	0.24246	0.24246
5LB LF COTTAGE CHEESE	0.13935	0.13935	0.13935
5LB COTTAGE CHEESE SHE	0.13935	0.13935	0.13935
24OZ COTTAGE CHEESE SH	0.04965	0.04965	0.04965
16OZ COTTAGE CHEESE SH	0.03205	0.03205	0.03205
12OZ COTTAGE CHEESE SH	0.02787	0.02787	0.02787
5LB SOUR CREAM SHEN PR	0.20206	0.20206	0.20206
HP SOUR CREAM SHEN PRI	0.02584	0.02584	0.02584
PT SOUR CREAM SHEN PRI	0.04533	0.04533	0.04533
1G ORANGE DRINK SNO MT	0.04180	0.04180	0.04180
1G LEMON LIME	0.04180	0.04180	0.04180
1G LEMON LIME S NOW MT	0.04180	0.04180	0.04180
1G FRUIT PUNCH SNOW MT	0.04180	0.04180	0.04180
1G GRAPE SNOW M T	0.04180	0.04180	0.04180
1G TEA	0.04180	0.04180	0.04180
PT NESTEA	0.00774	0.00774	0.00774
PT ICE TEA (PA)	0.00774	0.00774	0.00774
HP ORANGE (PA)	0.00417	0.00417	0.00417
HP LEMON (PA)	0.00417	0.00417	0.00417
HP FRUIT PUNCH (PA)	0.00417	0.00417	0.00417
HG TAMPICO PUNCH H (PL)	0.02584	0.02584	0.02584
PT TAMPICO PUNCH H	0.00774	0.00774	0.00774
1G ORANGE JUICE	0.10235	0.10235	0.10235
QT ORANGE JUICE SHEN P	0.02559	0.02559	0.02559
8OZ ORANGE JUICE E SHEN	0.00533	0.00533	0.00533
4OZ ORANGE JUICE E	0.00405	0.00405	0.00405
HP CHIP N DIP	0.02926	0.02926	0.02926
15OZ SPECIAL BLEND ND	0.05497	0.05497	0.05497
15OZ AEROSOL WHIP CREAM	0.06916	0.06916	0.06916
HP YOGURT STRAW BERRY	0.02027	0.02027	0.02027
HP YOGURT PEACH	0.02027	0.02027	0.02027
HP YOGURT BLUEBERRY	0.02027	0.02027	0.02027
HP ORANGEADE 10% HF	0.00417	0.00417	0.00417
HP LEMONADE 10% HF	0.00417	0.00417	0.00417
HP FRUIT PUNCH 10% HF	0.00417	0.00417	0.00417
1LB BUTTR QRTRS AA SLTD	0.00976	0.00976	0.00976
4OZ APPLE JUICE	0.00316	0.00316	0.00316
HG ICE TEA	0.02583	0.02583	0.02583

COMMISSION VALUES

Product Description	1/31/10	1/30/11	1/29/12
5LB YOGURT PLAIN	0.13871	0.13871	0.13871
5LB YOGURT BLU EBERRY	0.13871	0.13871	0.13871
5LB YOGURT PEA CH	0.13871	0.13871	0.13871
5LB YOGURT S TRAWBERR	0.13871	0.13871	0.13871
5L H&H BAG UP C OLD STAR	0.21384	0.21384	0.21384
HG HERSHEY 2% C HOCOLATE	0.05370	0.05370	0.05370
HERSHEY CRMY CH OC SHAKE	0.01597	0.01597	0.01597
HERSHEY PL 2% CHOC	0.01597	0.01597	0.01597
HERSHEY VAN SHA KE	0.01597	0.01597	0.01597
HERSH ST SHK ST R SHAKE	0.01597	0.01597	0.01597
HERSHY COOKIE N CRM SHK	0.01597	0.01597	0.01597
DZ EGGS GR A LG PAY TAX	0.03914	0.03914	0.03914
QT CHOC GIANT/M ARTINS	0.03001	0.03001	0.03001
PT CHOC GIANTM	0.01597	0.01597	0.01597
SS HVD (PL) SHE N PRIDE	0.01597	0.01597	0.01597
SS 2% (PL) SHEN PRIDE	0.01597	0.01597	0.01597
1G 1% CHOC GREA T VALU	0.11212	0.11212	0.11212
G ICED TEA SW G REAT VAL	0.04180	0.04180	0.04180
HG SW ACIDOP PL SUPERG	0.05370	0.05370	0.05370
HG BUTTERMILK P L S PRID	0.04904	0.04904	0.04904
HG EGG NOG PL S PRIDE	0.10654	0.10654	0.10654
1G 1% CHOC LF PL SUPERG	0.10654	0.10654	0.10654
HG 1% CHOC LF PL SUPERG	0.05370	0.05370	0.05370
QT 1% CHOC LF SUPERG	0.03001	0.03001	0.03001
PT 1% CHOC LF SUPERG	0.01597	0.01597	0.01597
QT BUTTERMILK L F SUPERG	0.02584	0.02584	0.02584
PT BUTTERMILK L F SUPERG	0.01597	0.01597	0.01597
1G SKIM DELUX SUPERG	0.08779	0.08779	0.08779
HG SKIM DELUX PL SUPERG	0.04941	0.04941	0.04941
1G 1% CHOC SHN.PRD	0.11212	0.11212	0.11212
HG TROPICANA PP ORIGINAL	0.06827	0.06827	0.06827
14OZ TROPICANA PL PL BOT	0.01545	0.01545	0.01545
SS OJ GRAB N GO (PL)	0.01545	0.01545	0.01545
HG TROP PP W/ CALCIUM	0.06827	0.06827	0.06827
4OZ GRAPE JUICE 100%	0.00405	0.00405	0.00405
SS APPLE GNG (PL)	0.01545	0.01545	0.01545
1G HVD MEMBER MARK	0.10654	0.10654	0.10654
1G 2% MEMBERS MARK	0.10375	0.10375	0.10375
1G 1% MEMBERS MARK	0.09627	0.09627	0.09627
1G FF MEMBERS MARK	0.08779	0.08779	0.08779
HG BUTTERMILK P ET BAKNG	0.04904	0.04904	0.04904
HP 1% STRAWBERRY SHEN PR	0.00912	0.00912	0.00912
HP 1% VANILLA SHEN PR	0.00912	0.00912	0.00912
HP 1% ORANGE CR SHEN PR	0.00912	0.00912	0.00912
1G HVD MKTPNTRY	0.10654	0.10654	0.10654

COMMISSION VALUES

Product Description	1/31/10	1/30/11	1/29/12
1G 2% MKTPNTRY	0.10375	0.10375	0.10375
1G 1% MKTPNTRY	0.09627	0.09627	0.09627
1G SK MKTPNTRY	0.08779	0.08779	0.08779
SS CHOC (PL) SH EN PRID	0.01597	0.01597	0.01597
QT CHOC PL SHEN PRIDE	0.03001	0.03001	0.03001
QT SKIM (PL) SH EN PRIDE	0.02584	0.02584	0.02584
QT 2% (PL) SHEN PRIDE	0.02584	0.02584	0.02584
QT HVD (PL) SHE N PRIDE	0.02787	0.02787	0.02787
QT SILK SOY PLA IN	0.05574	0.05574	0.05574
QT SUN SOY VANI LLA	0.05574	0.05574	0.05574
SS STRAW (PL) S HEN PRID	0.01597	0.01597	0.01597
SS 1% CH GNG (PL)	0.01597	0.01597	0.01597
5G 1% BAG/BOX S HEN PRID	0.49213	0.49213	0.49213
HP FF LACTOSE F REE	0.00912	0.00912	0.00912
5LB COTT CH Baker er&Chef	0.13935	0.13935	0.13935
5LB SO CR Baker &Chef	0.20206	0.20206	0.20206
WATER	0.04180	0.04180	0.04180

SCHOOL COMMISSION VALUES

Product Description	1/31/10	1/30/11	1/29/12
5G HVD BAG/BOX SHEN PRIDE	0.40410	0.40410	0.40410
HP HVD SHEN PRIDE	0.00570	0.00570	0.00570
HP HVD UP SHEN PRIDE	0.00570	0.00570	0.00570
5G 1% BAG/BOX SHEN PRIDE	0.36594	0.36594	0.36594
HP 1% SHEN PRIDE	0.00570	0.00570	0.00570
5G 2% BAG/BOX SHEN PRIDE	0.39371	0.39371	0.39371
HP 2% SHEN PRIDE	0.00570	0.00570	0.00570
HP 2% UP SHEN PRIDE	0.00570	0.00570	0.00570
5G SKIM BAG/BOX SHENPRIDE	0.35228	0.35228	0.35228
HP SKIM SHEN PRIDE	0.00570	0.00570	0.00570
HP SKIM UP SHEN PRIDE	0.00570	0.00570	0.00570
5G 1% CHOCOLATE BAG/BOX SP	0.42488	0.42488	0.42488
HP 1% CHOCOLATE SHEN PRIDE	0.00570	0.00570	0.00570
HP 1% CHOCOLATE UP SHEN PR	0.00570	0.00570	0.00570
HP 1% STRAWBERRY SHEN PR	0.00570	0.00570	0.00570
HP 1% VANILLA SHEN PRIDE	0.00570	0.00570	0.00570
HP 1% ORANGE CREAM SHEN PR	0.00570	0.00570	0.00570

12. It is understood and agreed that, in addition to the commissions to be paid to commissioned driver-sellers as set forth in this Appendix "B" such driver-sellers shall receive their base pay earnings* each week as follows:

<u>January 31, 2010</u>	<u>January 30, 2011</u>	<u>January 29, 2012</u>
\$546.02	\$571.02	\$596.02

*(Calculated on a 50 hour workweek.)

Driver-sellers paid on a fluctuating workweek schedule* will receive a weekly salary as follows:

<u>January 31, 2010</u>	<u>January 30, 2011</u>	<u>January 29, 2012</u>
\$815.56	\$840.56	\$865.56
(\$20.39/hr.)	(\$21.01/hr.)	(\$21.64/hr.)

*(Overtime pay is calculated pursuant to 29 CFR §778.114.)

13. Newly hired drivers shall receive the base rate for regular driver-sellers, subject to the progressive system established in Article 4 (Probationary Periods).
14. In the event that the United States Department of Labor, state equivalent or any Court issues any authoritative or enforceable rule, directive or decision or in the event of any statutory change, the effect of which is to so alter, clarify or modify the status of any route driver-sellers or relief driver or working foreperson that they would become entitled to the payment of overtime compensation in addition to that provided by this Agreement, then, in such event, this Agreement shall be modified so as to produce a wage rate which will comply with the requirements of such rule, directive, decision or statutory change, and which will result in approximately the same pay for the same work as contemplated under the terms of this Agreement.

APPENDIX “C”
INSURANCE AND BENEFITS

[All Pension and Health & Welfare benefits are subject to the terms, changes, limitations and conditions of the Plan Documents as may be hereinafter established by the carrier and/or Plan Trustees or Company.]

Section 1. Health and Welfare Plan

- a) Effective July 1, 2006, eligible employees, who so elect will be covered by Plan 11, provided by the Teamsters Joint Council No. 83 of Virginia Health and Welfare Fund (“Fund”). For each eligible employee who elects coverage, the Company will make the following monthly contribution to the Fund:

July, 2010	-	\$872.73/month
July, 2011	-	\$952.38/month
July, 2012	-	\$1039.39/month

- b) The Company will deduct employee contributions, for Health and Welfare coverage, from the employee’s weekly paycheck (on a pre-tax basis, if allowable under IRS Regulations). Employees shall pay sixteen percent (16%) of the monthly contribution rate for Plan 11, for the complete duration of this Labor Agreement.

(Based on the Fund rates, indicated in sub-section “a”, an employee’s weekly paycheck deduction would be as follows):

July, 2010	-	\$32.22/week
July, 2011	-	\$35.16/week
July, 2012	-	\$38.38/week

- c) Should the costs of any benefit plan or insurance policy, or if any coverage of the plan or policy, in effect, increase or change during the term of this Agreement, the Company and the Union will negotiate.
- d) For the first year, following a compensable on-the-job injury, the Company will continue to make its contributions (as set forth in sub-section “a”), to the Fund, for Health and Welfare coverage, for any full pay period in which the injured employee legitimately was required to remain off work because of the injury, provided the employee has made payment, to the Company, of his/her sixteen percent (16%) share of the cost, of the Health and Welfare Plan coverage.

- e) On behalf of an eligible and qualified employee, who is disabled because of his/her non-compensable medical condition, or non-compensable personal injury, and who is also on an approved disability leave of absence, the Company will continue to make its contributions (as set forth in sub-section “a”), to the Fund, for Health and Welfare coverage, for any full pay period in which the injured employee legitimately was required to remain off work because of the injury, for up to a maximum of four (4) weeks, provided the employee has made payment, to the Company, of his/her sixteen percent (16%) share of the cost, of the Health and Welfare Plan coverage. A medical leave must be interrupted by a period of work of at least two (2) months to be considered a separate medical leave, except as necessary to comply with the Family and Medical Leave Act.
- f) An employee, off work due to an authorized non-medical related Leave of Absence, will be required to make arrangements with the Fund, for continued Health and Welfare coverage. The Company will not be required to make contributions, to the Fund, on behalf of any employee on Leave of Absence, other than as addressed in sub-sections “d” and “e”, of this Section 1.
- g) The Company’s contributions are due in the Fund office, by the fifteenth (15th) day of each month. Contributions received in a month, will provide benefits for that month. (For example, contributions received by the Fund office, in July 2006, will provide coverage for the month of July 2006.)
- h) Newly hired employees are eligible to elect coverage, as of the first calendar day of the month, following sixty (60) days from the employee’s date of hire. Employees (other than those new employees addressed in the prior sentence) will have an open enrollment “window period”, each June, during which period they must decide (and indicate to the Fund) to either continue coverage, or to terminate coverage. An employee, who elects to continue coverage, during the June open enrollment “window period”, will be deemed to have elected coverage as of July of the same year. An employee, who has elected coverage for a particular contract year, must continue coverage until the end of the next open enrollment “window period”.
- i) The Company will execute the Fund’s Agreement and Declaration of Trust, and a Participation Agreement with the Fund.

Section 2. 401(k) / Pension

Employees may participate in the Dean Foods Union 401(k) Plan (the “Plan”). The employees’ participation, in the Plan, shall be subject to its terms, including any amendments, during the life of this Agreement.

The Company will match fifty percent (50%) of every dollar contributed by the employee, as a salary deferral contribution, up to ten percent (10%) of the employee’s annual pay. The employee may elect to contribute an additional amount, up to the amount allowed by the Plan, but with no Company match, for any contributions, in excess of the first ten percent (10%).

For newly hired employees, eligibility for the 401(k) Plan shall become effective the first of the month, following successful completion of the employee's probationary period.

(For individuals hired on or before April 30, 2006, the 401(k) contributions are fully vested, at all times. For individuals hired after April 30, 2006, vesting of the Company matching contributions shall be at the normal Plan rate, of twenty percent (20%) per year, with full vesting after the completion of five (5) years of service.)

The Valley of Virginia Co-Operative Milk Producers Association Retirement Plan (Pension Plan) (DOL Employer Identification Number 54-0415400) was frozen as of the end of the plan year ending April 30, 1998. Each employee in this Pension Plan is deemed fully vested at his/her credited Benefit Service Period as of April 30, 1998, and there were no additional accruals after April 30, 1998.

Section 3. Uniforms

If the Company requires an employee to wear a specific uniform, the Company will continue to pay for it.

Section 4. Sick Pay

The Company will provide sick pay of up to six (6) months (per related disability or period) at one-half the employee's normal non-overtime rate of pay for regular full-time, non-probationary employees on an approved medical leave of absence. Sick pay will be reduced by any other payments made by the Company to the employee whether because of law or contract or paid directly or paid through insurance.