

AGREEMENT

between

**Western States
Regional Joint Board**

**Workers United, SEIU
Local 711**

and

LEVI STRAUSS & COMPANY

Henderson DC

June 1, 2022 – May 31, 2025

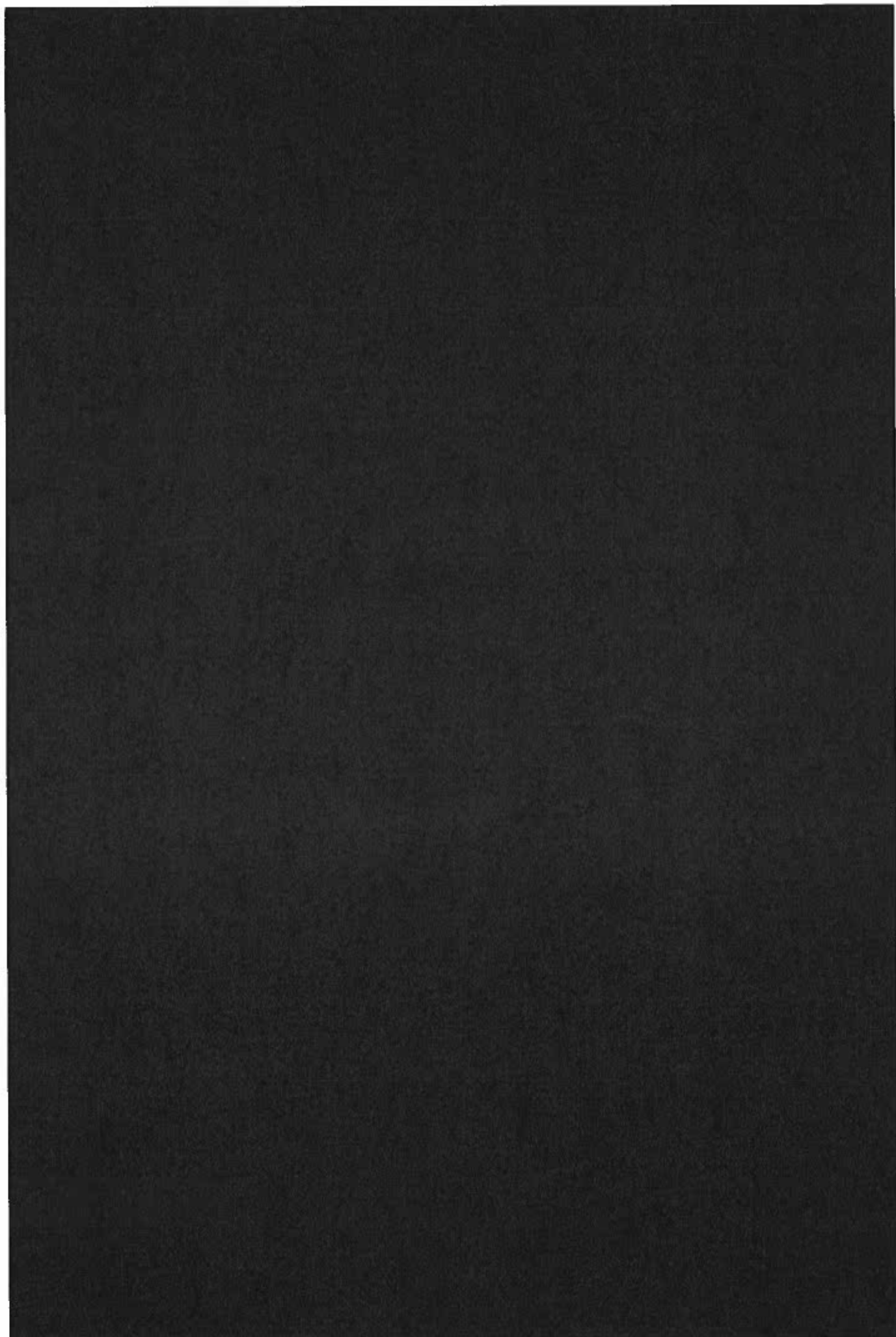


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ADDENDUM

THIS ADDENDUM made and entered into by and between Levi Strauss & Co., hereinafter referred to as the “Company” and the Western States Regional Joint Board, Local 711, hereinafter referred to as the “Union.”

Article 1 **RECOGNITION**

1.1 Union Representatives

The Company will recognize and deal with such representatives of the associates as the Union may elect or appoint. After notification to the Company, representatives of the Union shall have access to the Company’s establishment during working hours for the purpose of carrying on proper Union activities, provided, however, that such activities shall not interfere with the work of the associates.

1.2 Bulletin Boards

The Company agrees to provide bulletin boards and at least one monitor for postings of notices of meetings and other proper communication to the bargaining unit. The Union agrees that the Company will review all bulletin material prior to posting and that no non-Union related information material will be posted.

1.3 Bargaining Unit Work

Non-bargaining unit associates shall not normally and routinely perform bargaining unit work. Exceptions to this principle could include:

- a. For brief periods of time to determine operating characteristics of equipment or processes.
- b. When necessary for instruction and training.
- c. To avoid interruption of operations caused by circumstances requiring immediate action.

Nothing contained herein shall be interpreted so as to permit work performed by supervisors to reduce the size of the bargaining unit or deny a bargaining unit associate the opportunity to perform bargaining unit work.

Article 2 **CHECK-OFF**

2.1 Deductions

The Company shall deduct from the wages of its associates upon written authorization of the associates, Union dues. The amount deducted pursuant to such authorization shall be deducted weekly and transmitted monthly to the properly designated official of the Union, together with a list of names of the associates from whom the deductions were made. Sums deducted by the Company as Union dues, shall be kept separate and apart from the general funds of the Company.

2.2 Indemnification

The Union agrees to hold the Company harmless in the event that it is required by law to make any restitution of dues which have been deducted and transmitted to the Union in accordance with the provisions of this Article.

2.3 Information

The Company agrees to make available to the Union such payroll and production records as the Union may reasonably

require as the collective bargaining agent. The Company will provide the Union with a copy of all Improvement Notices. In all cases of termination temporary and permanent layoff the associate involved and the Union shall be given a copy of the notice, which shall give the reasons for the action.

The first week of the month, the Company agrees to send the following information to the designated Union Representative at wsrjb@wsrjb.org:

Hires
Terminations
Leave of Absence
Dues Deduction Report

The union and its representatives are responsible for the maintaining and protecting of this personal data in accordance with all applicable State and Federal laws.

Article 3

NO DISCRIMINATION

Neither the Company nor the Union shall discriminate in any manner whatsoever against any associate or applicant for employment because of race, color, religion, age, sex, national origin, veteran status, marital status, sexual orientation, disability or perceived disability, or membership or non-membership in any labor organization. The use of masculine and feminine genders or titles in this Agreement shall be construed as including both genders.

Article 4 **SENIORITY**

4.1 Probation Period

New associates and ex-associates hired after loss of seniority shall for the first sixty (60) days (thirty (30) days if hired after 90 days as a temporary worker), of their employment be considered as probationary associates and shall have no seniority rights during such period. By mutual agreement of the parties, the probationary period may be extended an additional thirty (30) calendar days. During the probationary period the Company may discharge a new associate and such discharge shall not be subject to arbitration.

4.2 Definition

Seniority of current associates shall be determined by the length of continuous service with the Company. Seniority of new associates shall be determined from the latest date of hire. (See North American Agreement, pg. 5, # 6, for definition of "start date" for the purposes of establishing seniority of temporary-to-regular associates).

For the purpose of establishing seniority for associates with the same start date, ties in seniority are broken based on the last four digits of the associate's social security number. The associate with the highest last four digits will receive first consideration.

Associates whom on or after the effective date of this agreement who accept a regular assignment outside the bargaining unit shall lose their seniority rights.

Associates returning to the bargaining unit or permanently transferring into the bargaining unit shall assume their

original date of hire for seniority purposes, upon completion of twelve (12) months employment in the bargaining unit.

Associates who transfer from another Levi facility shall have full Company seniority for purpose of fringe benefits only.

4.3 Definition of Departments and Job Classifications

For non-economic purposes, a department is defined as: Receiving, Shipping, General Warehouse, Support, Maintenance – Level 1, Maintenance Level 2.

For non-economic purposes, a job classification is defined as: Carton Breakdown, SAWS Auditor, Sorter, Flex Pac Carton Handler, Carton Handler Sundries, Carton Handler Shipping, Carton Handler Receiving, Cycle Count Associate, Flex Pac Operator, T.S. Facilities Maintenance, T.S. Technician, Warehouse Support 1, Consumer Return Analyst, Warehouse Support 2.

The following positions are designated as “posted” jobs versus bid jobs. As a result, the Company has the right to select the most qualified candidate based on interview and additional selection criteria as determined by the Company. In the event two candidates are determined to equally qualified then seniority would be the determining factor:

Tech Services, Consumer Returns, Warehouse Support, Cycle Count

4.4 Termination of Seniority

An associate shall lose his seniority for the following reasons:

- a. Voluntary quit;

- b. Failure to return to work after layoff within seven (7) calendar days after receiving notice by certified mail to report to work;
- c. A layoff exceeding twelve months for associates with twelve (12) or more months of service. Associates with less than twelve (12) months of service shall lose seniority when the layoff exceeds the days of service;
- d. Failure to return to work after expiration of leave of absence;
- e. Any other termination for cause;
- f. Retirement from the Company.

4.5 Modification of Work Assignment

In the event that an associate develops permanent physical limitations resulting from an accident/illness which permanently restricts the associate from performing the essential functions of the assigned job, the parties hereto shall meet and discuss what, if any, special job assignment consideration such associate may need. The parties may mutually agree to permanently reassign such an associate to a future job vacancy without bidding the vacancy. The parties recognize that any transfer outlined above may limit the exercise of bidding rights by more senior associates, and therefore, it is agreed that any transfers contemplated above will be considered only for exceptional and bona fide cases. Should the provisions of this paragraph be exercised, such action shall be reduced to writing and signed by the Union, the Company and the associate.

The parties agree that the Union and the Company will cooperate in making accommodations under the Americans with Disability Act.

4.6 Daily Workload Balancing

For daily layoffs due to light workload, temporary workers will be removed from job classifications where light workload exists and re-deployed.

If necessary, re-deploy regular associates to open positions in their department for which they are qualified.

If necessary, make regular associates aware of other positions in the warehouse, currently being staffed by temporary workers so that they may be redeployed to those positions or give them the option to volunteer for daily layoff.

If unable to get enough volunteers, release all temporary workers first, layoff of regular associates will be by seniority order.

The definition of qualified is a regular associate who has requested training on the job that the temporary worker is performing except for equipment operator, and technical services jobs.

Should the above language become obsolete or impossible to administer, based upon the changing needs of the Company, the Company and the Union will meet to develop alternative language that provides for both the needs of the Associate and the needs of the Company.

For the purpose of DWB, daily shall mean the 24-hour period following each day's allocation.

4.7 Layoff

- **Short Term Layoff** is defined as a temporary period of lack of work expected to last sixty (60) calendar days or less. A specified date of return will be given when

possible, but in no case longer than sixty (60) calendar days.

Such Short Term Layoff will be accomplished by:

1. Management will determine the number of associates needed in each Job Classification, shift, and schedule.
 2. Temporary workers will be released first.
 3. Volunteers in each affected Job Classification will be sought for the layoff. If more associates volunteer than needed, the layoff will be accomplished by seniority. In either case, the remaining associates within the Job Classification may be reassigned as needed, with 24 hours notice.
 4. Probationary Associates will be released, unless there were a sufficient number of volunteers.
 5. If there are insufficient volunteers, then the least senior associate in the Job Classification will be released for the period of the Short Term Layoff, not to extend beyond sixty (60) calendar days.
 6. The remaining associates within the Job Classification may be reassigned as needed, with 24 hour notice.
 7. Associates that volunteer or are involuntarily laid off will return to their same shift, Job Classification, and schedule, at the end of the Short Term Layoff.
- **Long Term Layoff** is defined as an extended period of lack of work conditions expected to last more than sixty (60) calendar days, and/or after successive and continuous period(s) of Short Term Layoff, the parties may agree to convert the Layoff from Short Term to Long Term.

Such Long Term Layoff will be accomplished by:

1. Management will determine the number of associates needed in each Job Classification, shift, and schedule.
2. Temporary workers will be released.
3. Probationary Associates will be released.
4. Identify surplus associates by seniority within the Job Classification.
5. For warehouse associates selected for layoff who have more seniority than associates who remain, they may displace the least senior associates within the warehouse provided they are qualified. Warehouse clerical will follow this step as a separate group.
6. Technical Services associates will be laid off by Job Classification seniority. Displaced Technical Services associates can bump into a lower grade Technical Services position or into the warehouse, provided they are qualified.
7. All associates being displaced will be given their choice of the available opening(s) by seniority, or may select the layoff. Should openings still exist; the least senior associate(s) remaining in the displaced pool will be assigned to the open positions.
8. Associates not affected by the layoff, will have a form on file, indicating their shift and schedule preference for any openings that may exist within the Job Classification. Such preference will be awarded in seniority order. It is the associate's responsibility to keep all shift and schedule preference forms up to date. Associates that do not have a preference form on file will either remain in their current schedule or be reassigned depending on need.
9. Associates who are laid off will be placed on indefinite layoff, not to exceed twelve (12) months,

at which time their seniority will be terminated without further benefits.

10. Associates who are displaced and reassigned to a different classification based on qualifications and seniority will be given up to a fifteen (15) day trial period to meet the job-training curve. The Department Steward will be notified if the associate is going to be displaced to layoff. Associates who are reassigned due to a reduction in the work force will be eligible to bid immediately.

Recall Rights

- Associates will either be given a specified return date at the time of layoff or will be recalled by seniority into any position for which they are qualified before hiring new associates.
- Associates who are recalled will have two (2) days from the date of receipt of the recall notice to notify the Company of intent to return to work and five (5) calendar days to report for work from date of receipt. In cases of extraordinary circumstances, the company and union will mutually have the right to extend these time limits.
- Failure to respond to recall will be taken as a voluntary quit and will result in termination of employment.

For the purpose of this section, the definition of qualified is that an associate has the ability to perform the available work with a reasonable amount of training.

4.8. Prior Rights

Prior to declaring vacancies in a classification, a single opportunity to return to a former classification will be granted in seniority order, for associates who were involuntarily

transferred by the Company, within the past twelve (12) months.

4.9 Job Bidding

It is agreed that should a vacancy occur on a job, such vacancy shall be posted on the bulletin board for a period of five (5) working days such that associates on all schedules have the opportunity to sign and a copy will be given to the Chief Steward. For job vacancies, bids will be awarded to the most senior qualified associates who sign the bid, irrespective of that associates current classification, shift, or schedule. If it becomes necessary to re-distribute the current associates in a job classification across different shift/schedules, the Shift Change Bid will be awarded to the most senior associate(s) within the classification.

On certain vacancies which require special job related aptitudes and knowledge, associates may be required to demonstrate that they possess the requirements for such vacancies.

Should an associate successfully bid from another job to the above-described vacancy, such successful bid may not be revocable.

The vacancy in the second job may be posted at the Company's option. Any additional vacancy will not be posted.

Interested associates may sign their name, or in their absence, designate a proxy. Should the designated proxy sign the bid, it shall include the bidding associate's name, with the name of the proxy written next to the bidding associate's name. The bidding associate or designated proxy will include the current job and clock number on the notice if they want to bid for the vacancy.

An associate must meet the following eligibility requirements to bid(s) either in or out of the bargaining unit:

- Employed for at least ninety (90) days (unless on temporary layoff);
- Performing the minimum requirements (acceptable production, quality and accuracy attainment);
- Not on second written warning status for reasons other than attendance;
- Not on final warning status for attendance or any other reason;
- Not awarded a bid within the previous six (6) months (except for associates bidding for a shift change or work schedule within the Job Classification). A bid shall be considered awarded once the associate is advised that he is the successful bidder.

Note: Technical Service shift/schedule-change opportunities will be posted by the Company as they become available. The opening will be filled according to the bidding eligibility requirements and based on the seniority of the technical service associates that signed the bid.

The most senior associate, regardless of classification or department, who meets the eligibility requirements of the preceding paragraph, above, and who meets the reasonable qualifications of the vacancy described above shall be the successful candidate if they are active at the time of the awarding the bid provided the candidate may be required to demonstrate that they possess the physical capabilities to satisfactorily perform the requirements of the vacancy by successfully completing a physical examination.

Once the bid is accepted, during the initial period of three (3) work weeks on the new job classification, should the candidate be unsatisfactory, such candidate shall be returned

to prior job. However, for Technical Services, once the bid is accepted, during an initial period of forty-five (45) workdays on the new job classification, should the Company consider the candidate to be unsatisfactory, such candidate shall be returned to his/her prior job classification. During the time period of five (5) working days following placement in the job, should the associate desire not to be assigned the awarded job, the associate will be reassigned to his former job classification. In either event, the Company will not re-post the job vacancy; the qualified and eligible next most senior associate who originally bid the vacancy shall be awarded the job classification.

It is understood that a vacancy is not created within the meaning of this Article when substantial expansion in operations occurs or automated equipment is introduced, although the company may post such positions.

4.10 Medical Screening Upon Transfer

Prior to an associate being permanently or temporarily transferred for more than fifteen (15) working days to a job with substantially different physical demands or to a job requiring substantial physical exertion, the Company may require that the associate successfully complete a medical screening. Should an associate being permanently transferred not successfully complete the medical screening, the associate shall be placed in layoff status subject to recall when another appropriate job or operation is vacant.

Article 5
HOURS OF WORK AND OVERTIME

5.1 Shift/Configuration Change

The Company will provide a fourteen (14) calendar day notice to the Union and affected associates when moving an associate to a different shift or shift configuration, unless waived by the associate.

5.2 Overtime Compensation

The Company will provide overtime pay for hours worked that exceed the Associates regular scheduled work hours. Regular scheduled work hours can be either: 8 hours for 5 days; 10 hours for 4 days; or 12 hours for 3 days.

- Associates working extended hours in addition to their regular scheduled 8, 10 or 12 hour work day – A rate of one & one-half time their rate of pay will be paid to the Associate.
- Associates scheduled to work on the 1st day after their regular scheduled work day – A rate of one & one-half times their rate of pay will be paid to the Associate.
- Associates scheduled to work on the 2nd, 3rd or 4th day after their regular scheduled work day – A rate of two times their rate of pay will be paid to the Associate.

Any associate who's been scheduled or volunteers to work daily overtime on a regularly scheduled work day will be paid overtime for these hours if the Company does not allow them to work the full scheduled shift for that day.

(The agreed upon maximum hours that an associate can be scheduled to work is 12 (twelve) hours, however, in the case of an emergency, associates may be held over for a short period beyond their regular 12 (twelve) hour schedule.

Associates shall be compensated at the overtime rate of one and one-half times the regular rate of pay for all time worked during the hold over period.) When there is an emergency in the building, the Company will meet with the Chief Shop Steward, Union President, or Union Vice President about the emergency. In the event that the Chief Steward, Union President, Vice President are not available, the Business Agent will be notified.

Refer to National Contract Article 5, Scheduling, 8.

5.3 Reasonable Notice of Overtime Work for Warehouse and Technical Services

Notice for daily overtime will be given by twelve (12) noon for associates on the first shift, and nine (9) pm for associates on the second shift.

Notice for required overtime to be done on a scheduled day off, will be given by the end of the shift, the day before the last day of the associate's workweek.

Associates assigned to overtime work shall be obligated to perform said work in the same manner and to the same extent as they are required to perform work on regular time, provided associates are given reasonable notice, by posting notice within the time periods as described above. Such notice shall include the anticipated starting and ending times of such overtime work. If such notice is not given, overtime will be voluntary.

5.4 Overtime Work Allocation

When it becomes necessary to schedule overtime, the Company will determine whether the overtime will be voluntary or mandatory. Overtime work will be assigned in the following order based on the number of associates needed

to meet workload requirements. If at any time the need for additional staffing or extended periods of overtime exist, alternate means of staffing may be utilized.

1. If it is determined that all associates from a specific job classification & shift/schedule, are not needed for scheduled overtime, then work will be offered on the basis of seniority within the job classification & shift/schedule.
 - a. If an insufficient number of associates elect to perform the overtime work, then the necessary number of available less senior associates within the job classification & shift/schedule will be mandated.
 - b. For voluntary overtime affecting multiple schedules that overlap on the same shift, associates by classification/schedule, will be combined in seniority and selected for overtime by seniority.
 - c. In the case of overtime on a scheduled day off, volunteers will make their interest known by signing the Volunteer Overtime Sheets that are posted weekly.
2. After mandatory overtime has been scheduled, if additional associates are needed, then the work will be offered by seniority to those qualified associates in other job classifications, on the same shift/schedule.
3. If additional support is still needed, the entire shift/schedule will be mandated.
4. If sufficient coverage cannot be accomplished through the preceding steps, then qualified volunteers may be solicited from other schedules within the same shift.
5. In the event that the facility has to work an extended period of mandatory overtime which is defined as

working mandatory overtime for 14 consecutive days, the Company agrees to meet with the union and discuss possible alternative solutions for providing time-off.

Should it be necessary for technical services to work mandatory overtime, the Company agrees to accept technical service volunteers from other schedules/shifts provided the Company is not responsible for contacting, soliciting, or locating volunteers or notifying associates from other shifts of the overtime opportunity.

Associates who wish to work mandatory overtime while on scheduled vacation may do so if they contact their supervisor at the time of overtime posting.

For the purposes of overtime, Technical Services will not be permitted to work outside their job classification unless all Levi Strauss Bargaining Unit Associates have had the opportunity to work first. Overtime should then be offered to Technical Services based on their seniority.

(Technical Services shall be paid at the higher wage rate for purpose of performing overtime work in a regular warehouse position.)

5.5 Rest Periods

During each regular workday, all associates scheduled to work will be entitled to two (2) fifteen minute breaks; associates whose work schedule is ten (10) hours a day will be entitled to an additional ten (10) minute break and associates whose work schedule is twelve (12) hours a day will be entitled to an additional fifteen (15) minute break.

Overtime Breaks:

When two (2) or more hours of daily overtime (i.e. extended hours) is worked, each associate will be granted an additional

5 minutes of break time added to one (1) paid break. When four (4) or more hours of daily overtime is worked, each associate will be granted an additional 10 minutes of break time added to one (1) paid break or five (5) minutes of break time added to two (2) paid breaks. If scheduled overtime is cancelled, bringing the daily overtime worked below two (2) hours, the regular straight time break schedules will apply. Similarly, if scheduled overtime is cancelled bringing the daily overtime worked below four (4) hours, but remains above two (2) hours of daily overtime, only the additional five (5) minutes will apply.

Associates on an eight (8) hour schedule:

The Company will grant each associate a fifteen (15) minute rest period near the middle of the first half of the shift, and a fifteen (15) minute rest period near the middle of the second half of the shift.

Associates on a ten (10) hour schedule:

The Company will grant each associate a fifteen (15) minute rest period near the middle of the first four (4) hours of the shift, the second ten (10) minute rest period near the middle of the second four (4) hours of the shift, and the third fifteen (15) minute rest period at the end of eight (8) hours of the shift.

**This article has been superseded by Memorandum of Understanding: 10-Hour Shift Breaks*

Associates on a twelve (12) hour schedule:

The Company will grant a fifteen (15) minute rest period near the middle of the first four (4) hours of the shift, the second fifteen (15) minute rest period near the middle of the second four (4) hours of the shift, and the third fifteen (15) minute rest period near the middle of the third four (4) hours of the shift.

Technical Services will continue the practice of utilizing rest periods during the shift in the current manner.

5.6 Lunch Periods

The Company will grant each associate a lunch period near the middle of their shift. Whether the lunch will be paid or unpaid will be determined by schedule.

Article 6

GRIEVANCE AND ARBITRATION PROCEDURE

6.1 Definition

Should any difference or dispute arise between the company and the Union, or between the Company and an associate, as to the interpretation or application of this Agreement, such difference or dispute shall be considered a grievance and shall be handled in accordance with the procedure outlined herein.

6.2 Procedure

Should a grievance arise, resolution shall proceed in accordance with the following steps:

Step 1: The Grievance shall be discussed, within five (5) scheduled working days of either the occurrence, or when the associate had knowledge of the event, thereof, by the associate involved with his/her immediate supervisor for his/her job or operation, or his/her designee, in an attempt to settle the matter. The Department Steward may or may not be present at the election of the aggrieved associate and said steward. The supervisor involved shall give an oral answer with respect to the grievance immediately, if possible, but not later than two (2) scheduled working days following the

discussion. If the oral answer given by the supervisor does not settle the issue then the associate and/or the Department Steward may proceed with the next grievance step.

A failure by the Company to respond in the assigned timeframe shall allow the grievance to be moved to the next step.

Step 2: Within five (5) working days following receipt of the oral answer provided for in Step 1, the Department Steward and/or the Chief Steward may present the grievance in writing – with a grievance number assigned by the Union – to the Shift Manager or designated representative. The Shift Manager, or designee, shall then meet with the aggrieved associate, the Department Steward, and the Chief Steward within five (5) days following receipt of the written grievance and shall attempt to settle the matter. The Shift Manager will respond in writing within five (5) working days. If the grievance is not settled at this step, the associate, Department Steward / or the Chief Steward, may proceed to the next grievance step. A failure by the Company to respond in the assigned timeframe shall allow the grievance to be moved to the next step.

Step 3: Within the time period of five (5) working days following the receipt of the written answer provided for in Step 2, the Union Business Representative may present the grievance in writing to the Director, Customer Service Center (or his/her designated representative), and will conduct a meeting within fifteen (15) working days of receipt of the grievance to discuss the matter and attempt a settlement. The aggrieved associate, the Union's Business Representative, the Chief Steward and the Department Steward may be present. If a settlement is reached, it

shall be reduced to writing and signed by the Director, Customer Service Center, or designee and the Union Business Representative.

If the Grievance is not settled, a written and signed decision setting forth the Director, Customer Service Center, or designee's position and the reasons therefore, shall be submitted by the Director, Customer Service Center, or designee to the Union Business Representative within five (5) working days following the meeting. A failure by the Company to respond in the assigned timeframe shall allow the grievance to be moved to the next step.

Mediation

If the matter is not resolved at the Third (3rd) Step of the grievance procedure, the parties may mutually agree to mediate the grievance or dispute. Such mediation shall take place within thirty (30) days after the Step three (3) answer, unless the parties mutually agree to extend the period. Should a resolution not be reached, then the parties can proceed to arbitration as provided in Article 8.

Information Request

The Union Steward or Chief Steward may request information related to a grievance or for investigation purposes. The Company shall provide such information within 5 working days. If there is a delay or the information is not available the Company shall meet with the Chief Steward to inform when the information will be made available.

6.3 Resolution

Should a grievance be resolved at either Step 2 or Step 3, the resolution shall be reduced to writing and signed by both representatives.

6.4 Extension

Failure by the Union to process the grievance in the manner prescribed or within the time limitations outlined will automatically void the grievance. The time limits set forth above may be extended only by mutual agreement of the parties.

Article 7 ARBITRATION

Either the Union or the Company may request arbitration of a grievance or dispute, in writing, at any time during a period of thirty (30) calendar days following the meeting under Step 3 or mediation if selected, of the Grievance procedure Article 6. Upon such timely request, the arbitration shall proceed as follows:

The Company and the Union shall choose a neutral arbitrator. The arbitrator thus chosen shall decide the matter and his decision and award shall be final and binding upon all the parties. The arbitrator shall have no authority to alter, add to, or ignore the terms negotiated into this Agreement. The arbitrator shall be limited to finding the facts and to applying them to the terms of this Agreement, and he shall not add meanings to this Agreement, that were not negotiated. All other matters are to be resolved by negotiations between the parties. Each party shall bear its own costs plus one-half of the cost of the neutral arbitrator.

Article 8 DISCIPLINE AND DISCHARGE

No associate covered by this agreement shall be discharged or disciplined without just cause. The Company however, shall continue to have the right and authority to discipline and discharge associates for just cause.

Prior to entering into discussion with an employee which may result in discipline, the employee shall be advised of his right to a Union representative.

Grievances and disputes, alleging improper disciplinary action or designated as Class Action must be filed with the company, in writing, at Step 2 of the Grievance Procedure, within five (5) working days after the issuance of a notice concerning said disciplinary action or relevant event.

Grievances and disputes, alleging improper discharge must be filed with the company, in writing, at Step 3 of the Grievance Procedure, within five (5) working days after the issuance of a notice concerning said discharge.

All other matters will follow the established grievance steps as provided.

Failure to file a timely grievance will cause the associate to forfeit any right or claim to reinstatement or back pay.

If the grievance or complaint, concerning disciplinary action or discharge, cannot be adjusted by mutual agreement between representatives of the Union and the company, said grievance or complaint shall be submitted to arbitration in accordance with the Article providing therefore.

Copies of all disciplinary or termination notices will be provided to the Union Steward and Chief Steward by copy or email and a hard copy in the Union mailbox.

Article 9
VACATIONS

9.1 Vacation Accumulation

Associates begin to accrue their paid vacation on the first month of employment. Probationary associates will accrue vacation hours but will not be allowed to use such hours until the completion of the probationary period. Associates who have completed their probationary period, upon termination, will be paid any unused accrued vacation. The list below reflects the days, (hours), of vacation awarded after the seniority requirements are met, based upon each associates anniversary date.

Associates will bank their vacations and floating holidays according to the schedule below on the first day of each month of each year of the Agreement.

Henderson DC, June 1, 2022

Completed Years of Service (Based on each Associate's Anniversary Date)	TOPP Bank Rate Per Month (Hrs)	Holiday Bank Rate Per Month (Hrs)	Total Bank Per Month (Hrs)	Bank Per Year (Hrs)	Total Allowable Cap (Hrs)
1	3.33	1	4.33	52	None
2-4	6.67	1	7.67	92	120
5-14	10.00	1	11.00	132	180
15-24	13.33	1	14.33	172	240
25-29	14.00	1	15.00	180	270
30+	16.67	1	17.67	212	330

Each anniversary year, an associate with two (2) or more years of service, may elect to buy up to eighty (80) hours of the banked vacation, paid at their current hourly rate or average hourly rate of

pay. An associate that has reached the cap amount above will cease banking vacation hours until the bank level falls below the cap by either requesting a payout or using their banked vacation.

9.2 Scheduling of Vacation

Associates may schedule time off with pay in accordance with guidelines of ten (10%) percent by classification, by shift, by schedule. Note: Temporary workers will not be included in “scheduled” head count for PTO.

Each December-January, the Company will administer the Annual PTO Request process. PTO will be scheduled by seniority, classification, shift and schedule. After the completion of the annual sign-up, PTO will be scheduled on a first come, first serve basis. The Company is responsible to administer the Annual PTO request process; however, it is each associate’s responsibility to submit requests to Management prior to leaving on any type of extended absence that will affect the entire sign-up process. If the associate does not submit a request prior to leaving, they will be bypassed in the sign-up process and will be granted PTO on the post sign-up basis of first come, first serve.

Additional associates may request and be approved for time off with pay if the ten (10%) percent, by classification, by shift, by schedule has not been reached or workload permits.

When multiple schedules overlap on the same shift, each schedule will have its own separate 10% PTO pool. Associates from one schedule will not have access to using the allotted PTO for another schedule.

Associates may split PTO, but the Company is not required to exceed 10% at any given time during the shift. Associates who split PTO are required to come back to work if the requested time does not extend to the end of their scheduled

shift. Associates, who do not return, will receive an attendance point consistent with the Attendance Policy.

When mandatory overtime has been posted for days that are regularly scheduled off, associates will be allowed to request PTO for the last half of the last regularly scheduled workday preceding or the first half of the first regularly scheduled workday following the mandated overtime (if PTO is still available according to the 10% rule) with the intent of not working the scheduled mandatory overtime (referred to as “last half, first half”). Anyone taking PTO during the “last half, first half” to get out of mandatory overtime will be included in the 10% allotment of PTO on the scheduled day as well as included in the available 10% on all overtime days taken off. Associates who wish to work mandatory overtime on days they are scheduled off, due to approved “last half, first half,” may do so if they contact their supervisor at the time of posting. On the day chosen to work, the associate is expected to report to work at the scheduled start time and remain at work for the full work day. Tardiness or early departures will fall under the guidelines of the Attendance Policy and will require the use of PTO (if still available within 10%), E-Days or Occurrences. On the day the associate communicates that he or she will be present for mandatory overtime, his or her reserved PTO slot within the 10% rule will be made available for anyone else that wants to request PTO.

Requests for time off with pay must have prior approval with the exception of time off with pay taken in lieu of DWB. If prior approval is not given, the associate will receive an attendance point consistent with the Attendance Policy. However, the associate may request that the time be paid.

Once banked, vacation may be taken in one (1) hour or greater increments, and shall be paid at the associate’s hourly

rate. Associates can use PTO in less than one-hour increments in lieu of DWB at end of scheduled shift.

After an associate has bought out the maximum amount of banked vacation hours in Section 10.1 above, associates have 30 days prior to reaching the cap to request vacation. Such vacation requests will be granted.

During a Family Medical Leave of Absence, associates may have the option to use vacation benefits.

9.3 Pay Time Off (PTO)

All associates shall have the opportunity to cancel scheduled PTO with 24 hours' notice, prior to the use of said PTO, as is the current practice.

Article 10 WAGES

10.1 Shift Differential

Associates working a second shift schedule will be paid an extra thirty-five (\$0.35) cents per hour during the scheduled second shift. This amount will be increased to forty (\$.40) cents per hour effective June 1, 2017. Associates working a third shift schedule will be paid an extra forty (\$0.40) cents per hour for all hours worked during the scheduled third shift. Associates working the current weekend shift, hired after April 21, 2009 will receive a total shift premium of fifty-five (\$.55). This amount will be increased to sixty (\$.60) cents per hour effective June 1, 2018. Associates working a new alternative schedule will be paid an additional twenty (\$0.20) cents per hour for all hours worked during that schedule. A new alternative schedule is a newly established schedule that includes a Saturday or Sunday as part of the regular work

week. It includes the existing Sunday through Thursday schedule. It does not include third shift schedules starting on Sunday evening.

Shift differential will be included for purposes of calculating PTO and holiday pay for associates who are regularly scheduled to work second shift, third shift, or new alternative schedules.

10.2 Pay for Hostler

An associate whose routine job duties include work as a hostler will be paid a \$2.00 per hour premium for all hours worked on his/her shift in his/her department. Associates who are temporarily assigned to perform hostler work will be paid a \$2.00 per hour premium for all work done as a hostler.

10.3 Trainer Premium

The Company and the Union agree that job skills training for production associates is in the best interest of all parties and will assist the facility in meeting customer needs. Trainers will be recertified annually and quarterly observations will be conducted to ensure that the quality of training aligns with current standard operating procedures. An active Final Notice will disqualify a team member from becoming a trainer. The LSC will be responsible to review the training selection process and recommend adjustments as deemed appropriate. Associates selected to serve as Trainers shall receive an additional \$2.00 per hour on their base for all hours spent training.

10.4 Temporary Transfers

Should the Company determine that it is necessary to temporarily transfer an associate from his regularly assigned job to another job, the Company will ask for volunteers and

select the most senior qualified associate for transfer and temporarily transfer such an associate. The least senior associate will be selected if no one volunteers. Should an associate temporarily be assigned to a higher paying job classification, such an associate will be placed into the Step in the wage progression of the new job to which he is temporarily assigned which will provide said associate with an increase in pay. Should an associate be temporarily transferred to a lower paying job, the associate will be paid the higher of the base rates for all hours worked.

10.5 Permanent Transfers

Should an associate permanently be assigned to a higher paying job classification, such an associate will be placed into the Step in the wage progression of the new job to which he is permanently assigned which will provide said associate with an increase in pay. Should an associate permanently be assigned to a lower job classification, such associate's wage rate shall be reduced to the comparable step in the newly assigned job classification. However, should an associate change job classification, but remain at the same labor grade, they shall retain their current hourly rate and step progression if applicable. Further increases, if any, will be determined by said wage progression for said job classification. Time spent in the previously assigned job classification since the last step progression increase, shall be carried forward, and credited to the newly assigned job to determine the date of the next step progression increase, if any.

10.6 Restricted Duty

Should an associate experience a temporary disability resulting from a medically certified, work related physical illness or injury, the Company may assign such an associate to restricted duty work. Assignment of such associate to restricted duty work shall not displace

another associate from his or her permanently assigned job or assigned job. Should such an associate be assigned restricted duty work, such an associate's compensation shall be fixed so that the associate will receive net hourly pay equal to the associate's base rate plus shift differential, if any, not to exceed said associate's gross average straight-time hourly rate, for all hours worked during the 12 week period immediately preceding the injury. This average will be paid for restricted duty work to a maximum of ninety (90) working days per injury and aggravation thereof.

10.7 Average Hourly Rate

For purposes of this Agreement, Average Hourly Rate is defined as the average hourly rate of an associate's earnings based on his or her straight-time earnings to include shift differential and premium pay, for his or her regularly designated job, or assigned job, earned in the previous 12 weeks (rolling average).

10.8 Jury Duty Pay – See October 14, 2004 MOU

For jury duty service required and performed during the associate's regular schedule and normal working hours, the Company will pay the associate their hourly rate of pay for time spent as a member of a jury upon receipt of satisfactory proof of such jury duty service.

Article 11 **SEPARABILITY**

If any provision or part thereof of this Agreement is in conflict with any applicable federal or state law or regulation, such provision shall be deleted from this Agreement or shall be deemed to be in effect only to the extent permitted by such law or regulation. In the

event that any provision of this Agreement is thus rendered inoperative, the remaining provisions shall nevertheless remain in full force and effect.

SKY HARBOR – UNITE LOCAL 711
Side Agreements to the Collective Bargaining Agreement

Technical Services – Uniforms, etc.

- Technical Service associates will be issued uniforms, tools and be provided a safety shoe allowance not to exceed \$90.
- Worn or broken tools will be promptly replaced in accordance with all the safety requirements of the department.

Associate Time Adjustments

- If supervisors adjust associates time, they will notify the associate.

Martin Luther King Day

- Associates will be able to request vacation or personal leave for Martin Luther King Day. Requests will be granted based on workload and by seniority within the department.

Representational Activity

- Time spent off the job by stewards engaged in representing members will be paid for according to guidelines developed by the parties.

Job Descriptions

- Current job descriptions will be updated to reflect the job content.

Travel Time

- The Company has agreed that all associates can use the clock located in Flex Pac when clocking in and out for lunch.

Training

The Company and the Union agree that job skills training for production associates is in the best interest of all parties and will assist the facility in meeting customer needs. The LSC will be responsible to review the training selection process and recommend adjustments as deemed appropriate. Associates selected to serve as Trainers shall receive an additional \$2.00 per hour on their base for all hours spent training.

Temporary Associates – Technical Services

- The parties agree to the use of temporary associate for technical services as set forth in the attached September 19, 2005 Side Letter.

Union Representation Guidelines

Union Representation Guidelines for Associates, Supervisors and Managers

When an associate needs to see their steward during work time, the associate will advise their supervisor/manager of such a need. The supervisor/manager will then contact the steward and arrange an appropriate time that fits the scheduling needs of the team.

- The steward and associate will **not** be required to meet during their lunch or break time.

- Once the time has been arranged for the associate and the steward to meet, the associate and the steward will clock out of department and into meeting pay.
- The supervisor/manager will arrange a meeting on the same day, or as reasonably possible, as the request for Union representation is made. Should the issue contain facts that would disappear by delaying the request for Union representation, the supervisor/manager will set up the meeting immediately.
- The request for Union representation and the success of the department should have equal consideration by the associate, the steward and the supervisor/manager.
- This agreement may be modified from time to time, by mutual agreement.

MEMORANDUM OF AGREEMENT

LEVI STRAUSS & CO and UNITE-HERE Local 711

May 4, 2004

Article 7 (National Agreement, Ratified February 4, 2004)

Non-FMLA Personal Medical Leave

A Personal Leave of Absence may be used for a non-FMLA qualifying medical condition if the employee provides certification from a physician that the leave was necessary due to the non-FMLA qualifying medical condition. Leave in this section is defined as three (3) days or more.

While the Company will determine staffing levels based on business and operational need, the Personal Medical Leave of Absence will not be included in the 10% cap used for scheduling vacations and other leaves.

At the employee's option, any accrued paid vacation time may be used during an approved non-FMLA personal medical leave.

Decision:

- Must be certified for three (3) or more consecutive calendar days as described above.
- Leave must be certified by a physician that the leave is necessary due to the non-FMLA qualifying medical condition.
- Each three day or more leave under this provision will count as one (1) point under the attendance policy.

- Employee will follow the same procedure as when applying for a leave under the Leave of Absence certification process as described under the national agreement.
- Covers the employee only.

Side Letter - Temporary Employees – Technical Services

September 20, 2007

To: Barbara Mejia
Secretary Treasurer WSRJG
920 S Alvarado St
Los Angeles, CA 90006

SIDE LETTER

The parties agree that Article 1 of N.A.A. also allows the use of temporaries for Technical Services subject to the terms of this Article. The parties mutually agree to meet in the LSC to develop guidelines concerning the use of temporaries in Technical Services.

DATED: _____

WESTERN STATES REGIONAL JOINT BOARD, LOCAL 711

By: _____
Barbara Mejia

DATED: _____

LEVI STRAUSS & CO

By: _____
Brian Wehner

ORIGINAL

SIDE LETTER AGREEMENT
Levi Strauss & Co. and Western States Regional Joint Board Local 711
Created: March 31, 2009

Additional Schedule Option: 3 days/12 hrs week schedule

- New "Warehouse" employee schedule options of 3 days/12 hrs per week.
- A trial period will be implemented effective Tuesday April 21, 2009 through Monday, November 30, 2009. Following the trial period, a vote will be conducted on amending the collective bargaining agreement to include this schedule.
- Premium Pay for the 3 days/12 hrs schedules.
 - All new hired employees who are assigned or transferred to the 3 days/12 hrs schedule (voluntary or involuntary) after April 21, 2009 will receive a total shift premium of \$0.55/hr.
 - The total shift premium for the 3 days/12 hrs shift for all current employees as of April 21, 2009 is \$1.10/hr.
 - Current employees as of April 21, 2009 that "bid" into the 3 days/12 hrs shift prior to December 31, 2009 will receive a total shift premium of \$1.10/hr.
 - Current employees as of April 21, 2009 that are "transferred" into the 3 days/12 hrs shift prior to December 31, 2009 will receive a total shift premium of \$1.10/hr.
 - Current employees as of April 21, 2009 that "bid"/"transferred" to the 3 days/12 hrs shift after December 31, 2009 will receive a total shift premium of \$0.55/hr.
- Company 3 Days/12 hrs Schedule Options:
 - Option 1.
 - Regular 12 ½ hrs schedule (unpaid ½ hr. lunch)
 - Break Schedule
 - 1st break 15 minutes
 - 2nd break/lunch 30 minutes (un-paid)
 - 3rd break 15 minutes
 - 4th break 15 minutes
 - 5:00 a.m. to 5:30 p.m. each day
 - Or option 2.
 - Straight 12 hrs schedule (company paid ½ hr. lunch)
 - Break Schedule
 - 1st break 15 minutes
 - 2nd break/lunch 30 minutes (paid)
 - 3rd break 15 minutes
 - 5:00 a.m. to 5:00 p.m. each day
 - The 3 Days/12 hrs schedules may operate Friday-Sunday or Saturday-Monday. The initial schedule will operate Saturday-Monday but will be subject to change to Friday-Sunday based on any future company need.

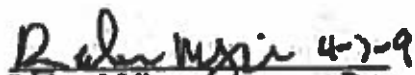
ORIGINAL

- **Overtime -- 3 days, 12-hour schedule**
 - Overtime will be offered in accordance with the CBA.
 - When additional employees are needed for overtime on the 3 days/12 hrs schedule, employees will be able to sign up on a Golden Rod.
 - Second shift employees will be able to sign up on a Golden Rod for less than the 12 hrs shift.

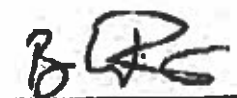
- **Productivity for the 3 days/12 hrs schedule:** Current production standards requirement for each employee, in each department will remain the same. However, the company and the union will continue to evaluate productivity levels for the new 3 days/12 hrs schedule.

- **The initial transition to the new shifts will be as follows:**
 - All current employees assigned to Monday - Thursday, 4 days/10 hrs shift schedule, will be transferred to Tuesday - Friday, 4 days/10 hrs shift schedule (First and Second Shift).
 - Current employees assigned to the weekend shift Friday - Monday 4 days/10 hrs shift schedule, will be transferred to Saturday - Monday, 3 days/12 hrs shift schedule.

- All other related topics not covered in this Side Letter Agreement are addressed between the Company and Western States Regional Joint Board Local 711 in the current Sky Harbor CSC Collective Bargaining Agreement.



Barbara Mejia Date
Western States Regional Joint Board
Local 711


4-10-09

Brian Wehner Date
LS&CO. Sky Harbor CSC

LEVI & CO. SKYHARBOR - WESTERN STATES REGIONAL JOINT BOARD,
LOCAL 711

SIDE LETTER
OF AGREEMENT

TECHNICAL SERVICE - ALTERNATING 3 & 4 DAY WORK WEEK SCHEDULE

The parties agree to add the "Alternating Week Schedule" to Article 5 of the N.A.A., Scheduling. The alternating week schedule for Technical Services will consist of, and be called, the:


1. (Shift A and B) 3 day: Twelve (12) hours a day, three (3) consecutive days, followed by the 4 day: Twelve (12) hours a day four (4) consecutive days.
2. The A and B schedules will alternate from week to week. The schedules will start on Sunday. Schedule C and D will start Wednesday the first week and Thursday the second week alternating weekly.
3. The 3 day Shift will receive thirty-six (36) hours of straight time compensation under schedule "B" for Technical Services.
 - a. All time worked for the 4th day will be paid at time and one half.
 - b. All overtime compensation under Article 5 of the Local Agreement in regards to the, 5th, 6th, and 7th day on the # 3 schedule remain double time.
4. The 4 day Shift will earn forty (40) hours of straight time compensation and eight (8) hours of overtime at the rate of one and one half times hours of compensation, under schedule "B" and this Side Letter.
 - a. All overtime compensation under Article 5 of the local Agreement on regards to the 5th, 6th, and 7th day for schedule #4 remain double time.
5. Sunday Days and Sunday Nights (A & B) will work 3 days (Sunday, Monday, Tuesday) and will be off for 4 days (Wednesday, Thursday, Friday, Saturday) followed by a Sunday start day 4 day work week.
6. Wednesday Days and Wednesday Nights (C & D) will be off for 3 days (Sunday, Monday, Tuesday) and will work 4 days (Wednesday, Thursday, Friday, Saturday) followed by a Thursday start day, 3 day work week.

Should the "Alternating Week Schedule" not accommodate the needs of the Company or the Bargaining Unit, both parties agree to meet to discuss the issues of this Side Letter of Agreement.

Western States Regional Joint Board,
Local 711


Barbara Mejia
Regional Secretary Treasurer

Levi Strauss & Co.


Brian Wehner
Director of Henderson CSC & Retail
Logistics

Date: 2-8-10

Date: 2-16-10

SIDE LETTER

ALTERNATE BREAK & LUNCH SCHEDULE

1st. Shift Production

1st. Break – 25 minutes

- Receiving Induction, UWC, Sorter Induction, Shipping Group 1.
- Flex Pac Even Side, Shipping Group 2.
- Flex Pac Odd Side, Receiving Dock.

2nd. Break – 30 minutes

- Receiving Induction, UWC, Sorter Induction, Shipping Group 1.
- Flex Pac Even Side, Shipping Group 2.
- Flex Pac Odd Side, Receiving Dock.

2nd. Shift Production

1st. Break – 25 minutes

- Receiving Induction, Receiving Dock, UWC, Sorter Induction, @once, Shipping Group 1.
- Flex Pac, Sawa, Shipping Group 2.

2nd. Break – 30 minutes

- Receiving Induction, Receiving Dock, UWC, Sorter Induction, @once, Shipping Group 1.
- Flex Pac Even Side, Shipping Group 2.
- Flex Pac, Sawa, Shipping Group 2.

T.S. Straight 12 hour Shifts

1st. Break 15 minutes

2nd. Break 30 minutes

3rd. Break 15 minutes

♦♦Note: There are NO changes for associates on an 8-hour schedule. Associates on an 8.5-hour workday will remain on their current lunch and break schedule, clock in and out for lunch, and are able to leave the property when clocked out for lunch. Please see your supervisor with any questions.

Barbara Ajia
UNITEHERE

1-1-2007
Date

[Signature]
LS&CA

1-1-2007
Date



LEVI STRAUSS & CO.
333 CALIFORNIA STREET
SAN FRANCISCO, CA 94104

June 15, 2007

To: **Barbara Mejia**
Secretary Treasurer
UNITE HERE!
920 So. Alvarado Street
Los Angeles, CA 90037

SIDE LETTER

Section 4.8 of Henderson Local Contract- Job Bidding

Two scenarios exist that can cause an associate to choose to move from their current classification/shift/schedule to a different classification/shift/schedule.

The first scenario is a job opening. This is caused by a need to increase total headcount in a classification or to replace a position created by the departure of an associate. In this scenario, a Job Bid will be posted per current procedures and will be awarded to the most senior qualified person(s) who sign the bid, irrespective of that associates current classification, shift, or schedule.

The second scenario exists when there is a business need to re-distribute the current associates in a job classification differently across shifts/schedules. On this scenario, a Shift Change Bid will be posted per current procedures and the position will be awarded to the most senior associate within the classification, who signed the Shift Change Bid.

Date: 6/20/07

UNITE HERE!

By: [Signature]

Levi Strauss & Co.

By: [Signature]

Side Letter -- Job Bids and Shift Changes

August 11, 2008 - Final

MEMORANDUM OF AGREEMENT
Between
LEVI STRAUSS & CO
&
UNITEHERE

Article 1 (North American Agreement, Temporary Employees, Section 5 & 6)

The North American Agreement dated July 1, 2007 through May 31, 2010, Article 1, Temporary Employees, Section 5 & 6 shall only apply to employees that were hired by the company and worked 90 days as a temporary employee in the calendar year 2007 and completed 90 days of work as of ratification.

Below is a list of employees that need to have their seniority date adjusted to their actual date of hire:

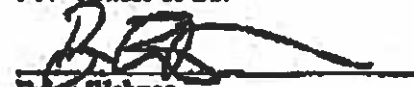
James Capangpangan
Kenneth Veal
Edward Brinkley
Jamal Brown
Billy O'Dell
Gilbert Chavez
Geri Johnson
Dacia Hall
Patricia Armstrong
Ignacio Mendoza
Angelina Peoples

Please sign below indicating that this memorandum reflects the agreement.

UNITEHERE


Barbara Mejia
Regional Secretary Treasurer

Levi Strauss & Co.


Brian Weber
Director, Henderson CSC

HOTLINE USAGE

COMPANY RESPONSIBILITY:

The Company agrees to provide reasonable notification to team members when overtime is necessary. Specifically, the Company commits that notice for overtime will be given by seven 7PM local time for associates on A and C shifts, and twelve 12PM local time for associates on B shift. Additionally, notice for required overtime to be done on a scheduled day off, will be given by the end of the shift, the day before the last day of the associate's workweek. Edits to posted overtime, must be done by the end of shift of the impacted team members. The Company commits to updating the hotline message to reflect the same overtime posting noted on the bulletin board.

TEAM MEMBER RESPONSIBILITY:

Team members are expected to contact the hotline when they leave work prior to the designated OT notification time or are absent for any other reason with the exception of an approved PTO that has allowed them to be excused for OT on their normal days off. Team members who leave early or are absent are responsible for knowing when OT is required and will be held accountable in accordance with the Attendance Policy in the event that the team member does not report to work when overtime is required. Additionally, team members must call the hotline when they have signed up to volunteer for overtime and determine if they are needed to work or not.

The Company will post a volunteer sign-up sheet at the beginning of the week. Only those who sign up to volunteer for OT will be considered in the event that volunteers are needed for the Weekend by Seniority. It must be posted the

day before your last Scheduled Workday before your weekend by end of your shift.

EMERGENCY EVENT:

1. Call Hotline for update.
2. LS & Co. Text Alerts to all Associates.

If the hotline does not have a message on the phone:

Mandatory overtime you **MUST** report to work.

Volunteers do **NOT** report to work.

Memorandum of Understanding RB: 10-Hour Shift Breaks

Leyl Strauss and Company ("Employer") and Local 711 of Workers United-SEIU Western States Regional Joint Board ("Union") enter into this memorandum of understanding ("MOU") and agree to the following:

Effective January 30, 2023, for associates on the 10-hour shift, the Employer will grant a thirty-five (35) minute paid break and thirty (30) minute unpaid lunch. The Employer will make a good faith effort to schedule break and lunch periods so as to avoid associates working more than four (4) hours without a break.

In addition, the company and Union agreed on travel time for lunches and breaks. For the thirty-five (35) minute break employees will receive an extra 5 minutes of travel time. The travel time for the thirty (30) minute unpaid lunch is based on the department assigned to for the day. The agreed upon travel time from each area are listed below.

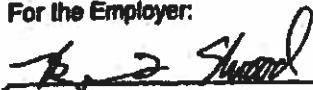
Travel Times (Total - to and from)
Slotted A/B - 10 minutes
Flex B/Audit - 6 minutes
Receiving Dock - 5 minutes
Sorter/Carton Breakdown - 5 minutes
Shipping/SAVs - 4 minutes
Flex A - both odd/even sides - 3 minutes

With the travel time included, the expectation is, employees are back in their work area performing job tasks after the allotted travel time and break times. For example - for a paid break (not lunch) - all employees are expected to be on task within forty (40) minutes of their last completed task/assignment. For lunch breaks - all employees are expected to be on task after the thirty (30) minutes and the travel time. For example - employees working in Slotted A would be expected to be on task/assignment forty (40) minutes (30-minute lunch and 10-minute travel) after their last task/assignment ended. Employees working in Flex A would be expected to be back on task/assignment thirty-three minutes (30-minute lunch and 3-minute travel) after their last task/assignment ended.

This MOU will be understood to supersede Section 6.5 of the Sky Harbor CBA as well as the Side Letter entitled "Alternate Break & Lunch Schedule" only with respect to the 10-hour shift.

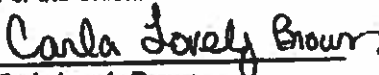
Upon execution of this MOU, the Union will withdraw Grievance #414-2022-014 including its request for arbitration.

For the Employer:


Ben Elwood

Date: 1/25/23

For the Union:



Carla Lovely Brown

Date: 1-20-2023

In witness whereof the, the parties have executed this agreement by affixing the authorized signatures below:




In witness whereof the company and the Union have executed the Agreement by affixing their authorized signatures below:

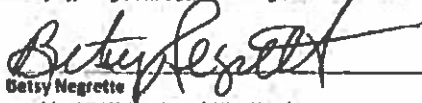

Ben Fwood
Director Distribution Operations

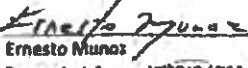
Mark Grovch
Director Distribution Operations - Canton

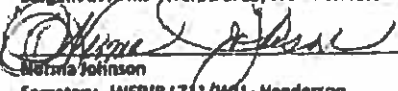
Hazel Branch
HR Manager

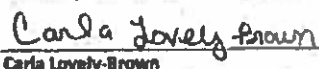

Rodney Hiura
Finance Manager

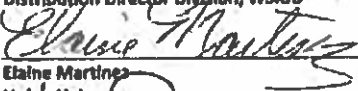
Peter Manwell
Sr. Shift Manager

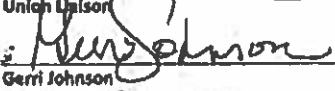

Betsy Negrette
President - WSRJB L711/WU - Henderson


Ernesto Munoz
Sargent at Arms - WSRJB L711/WU - Henderson


Norma Johnson
Secretary - WSRJB L711/WU - Henderson


Carla Lovely-Brown
Distribution Director Division, WSRJB


Elaine Martinez
Union Liaison


Gerri Johnson
Steward


Mike Boone
Steward

NOTES

NORTH AMERICAN AGREEMENT

WORKERS UNITED

and

LEVI STRAUSS & CO.

2022 - 2025

Ratified: March 15, 2022

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NORTH AMERICAN AGREEMENT

The following represents the understandings and agreements reached by and between Levi Strauss & Co. “the Company” and the Chicago Midwest Regional Joint Board, the Southern Region, the Western States Regional Joint Board which are all affiliated with Workers United, an affiliate of SEIU (together “the Union”) during their 2018 North American Negotiations. This master agreement represents all agreements negotiated between the parties and supersedes the previous 2019 North American Agreement and all Memoranda of Understanding. With the exception of those issues so noted, these agreements apply to all U.S. Company Owned and Operated locations represented by, the Union, and the agreements contained in this document shall supersede and replace all local agreements on these subjects unless otherwise noted. Local negotiations shall be conducted where indicated herein and may also address bargaining subjects outside the scope of this Agreement, and will be appended to this Agreement.

Ratification Of North American Agreement

The method of ratification of the North American agreement and local addenda will be determined by the Union. A meeting time and an opportunity to vote will be provided on-site during the employee’s shift, subject to local practice and agreement.

Article 1

COVERAGE AND RECOGNITION

**(This Article is a North American subject,
including “part-time” employees)**

The Company recognizes the Union as the exclusive collective bargaining agent for warehouse clerical, warehouse production and maintenance/technical services employees in all U.S., Workers United organized facilities, excluding office clerical employees, technical and professional employees, confidential employees, guards, and supervisors as defined in the National Labor Relations

Act. The Company recognizes the Union as the exclusive bargaining agent as provided for in the local agreement.

For those employees permitted under applicable law to organize and bargain, the Company agrees they will be permitted to do so as a separate bargaining unit, separate and apart from warehouse clerical, warehouse production and maintenance/technical services.

Temporary Workers

- 1. The Employer may employ temporary workers. Such temporary workers may be hired at any time during a calendar year as necessitated by business requirements. Should any temporary worker be employed for longer than 90 days worked in a calendar year, then such worker shall thereafter be deemed covered by the terms of the Agreement and to have fulfilled 30 days of their probationary period required of newly hired employees per the local terms.**

The Employer, upon request or monthly, whichever is later, will provide the Union with a list of names, start dates, department, shift and total accumulated hours worked in the calendar year for each temporary employee as of the issuance of the report.

- 2. The Employer will not use temporary workers while regular employees are on involuntary short-term, long-term, or (in Canton) temporary layoff. Daily layoffs shall be subject to the local agreements under the following conditions: 1. the parties agree that employees will not be able to bump a temporary worker on another shift and/or schedule not working in the building at that time; 2. the parties agree that regular employees will be considered trained and qualified if they have requested training on the job that the temporary worker is**

performing except for equipment operator and technical services (or maintenance) jobs.

3. *Overtime.* Temporary workers shall not be given the opportunity to work overtime until all regular employees on the same shift who are trained and qualified for the available work first are given the opportunity to take such overtime.
4. Temporary workers shall be subject to transfer out of their job before regular employees who are trained and qualified for the available work are involuntarily transferred.
5. Once a temporary worker becomes a regular full-time employee they will not be subject to a probationary period as defined in the agreement and they will be hired at the agreed upon sixty (60) day rate. The temporary worker's start date as a regular employee will be their new hire date for all purposes.
6. The Company agrees to constrain by CSC, the use of temporary workers no more that the equivalent of 10 percent during the period January thru June and 20 percent during the period of July through December.

Temps who are hired to fill a full time position, their hours as a temp will be deducted from the reported temporary hours.

The Company will provide the Union with a monthly report of the total hours worked and the total hours there were worked by temporary workers by CSC.

7. Temporary workers shall be paid no higher than the entry level rate of pay for the classification or job to which they are assigned.

8. All other issues involving temporary workers not addressed herein shall be subject to local decision making.

Part-time Employees

(This article is a North American Subject)

Whether or not part-time employees may be used at each CSC shall be decided by mutual/joint agreement at the local level through the LSC.

If the LSC is unable to resolve the part-time employee issues within sixty (60) calendar days, the issue will be resolved through the parties above the facility process between the appropriate Union representative responsible for Levi's North American distribution facilities (currently Lynne Fox) and the corresponding Levi representative responsible for Levi North American distribution facilities (currently Steve Berube).

All terms and conditions of employment for part-time employees (including benefits) shall be determined by mutual/joint agreement at the local level.

New Facilities and Third-Party Relationships

The Company's right to determine the methods and process for distribution shall be restricted in that LS&CO. cannot transfer LS&CO. controlled Value Added Services currently done in U.S. CSCs to another vendor in the U.S.

The Company shall:

- Meet with the Union and consider the Union's recommendations regarding new third-party relationships similar to pool points;

- Meet with the Union to discuss opening a new cut, sew, finishing or distribution facility or moving an existing one covered under this Agreement more than 10 miles from its current location;
- Provide quarterly written reports to the Union specifying type of work performed and the volume of work performed and the reason for the performance of such work at any pool points and third party facilities in the U.S. currently existing or newly established and in Canada in the event it newly establishes a pool point; and
- Upon reasonable advance notice to the Company, use its best efforts to make arrangements for Union representatives designated by the Union to tour pool points or other third-party distribution operations to insure compliance with the covenants of this section. The Union will be responsible for the costs of such visits.

If, during the term of this Agreement, the Company opens a new Company owned and operated cut, sew, finishing or distribution facility in the U.S., the Company will:

- Not oppose the Union's attempt to organize the employees of the facility, but rather will be neutral and will issue to its employees a statement of neutrality; and
- Recognize the Union as the exclusive collective bargaining representative for the employees in an appropriate bargaining unit if the Union obtains authorization cards signed by a majority of the employees in the bargaining unit.

The Company and Union shall meet and agree upon the terms of the card check process, which shall be conducted by a neutral third party or other mutually agreed process.

If both the Company and Union determine that a cut, sew, finishing or distribution facility should be lawfully accreted to an existing bargaining unit, the Company will negotiate with the Union the labor standards and conditions for such facility.

Except as explicitly limited by a specific provision of this Agreement, there are no restrictions on the Company's right to close, partially close, open, relocate, buy sell, or lease distribution facilities and make decisions regarding third-party logistics relationships.

Accretion

This contract shall apply to workers employed by the Employer in any future distribution center owned and/or operated by Levi's in Kentucky, Mississippi and Nevada.

The Employer shall notify the Union of its intent to open a facility and shall approve the transfer on a temporary or permanent basis of workers from the site who desire to take a temporary or permanent transfer to the new Facility on the same terms of employment as set forth in this Agreement. Such transferred employees can be utilized as necessary to assist in the training and leading of the workforce at the new facility. The Employer shall recognize the Union at the new Distribution facility upon the Union demonstrating majority support from a representative complement of workers at the new facility. Upon recognition, the Union and the Employer shall negotiate a local supplemental agreement addressing wages and other terms that are appropriate and necessary at the new facility.

Article 2
CHECK-OFF

(This Article is a North American subject)

WORKERS UNITED FOR POLITICAL POWER

(Applies to U.S. Only)

The Company shall provide for payroll deduction for all employees who voluntarily authorize such a deduction as a contribution to the Workers United for Political Power Campaign Committee (PAC), OR ANY SUCCESSOR THERETO. All payroll deductions to the Union's PAC shall be based on written authorization cards signed by the employee.

The Company shall make the deduction for the Union's PAC for each payroll period or other designated work period worked by the employee who has authorized the deduction. The Company shall promptly transmit the amounts deducted from employees' paychecks for the Union's PAC, in a separate transmittal from dues/service fees, to an address designated by the union, accompanied by a CD or other computer-readable list of the names, addresses, and last four digits of social security numbers of all employees for whom a PAC deduction was made together with the date and amount of that deduction.

Workers United shall indemnify, defend, and save the Company harmless against any and all claims, demands, suits, or other terms of liability that shall arise out of and by reason of an action taken by the Company in reliance upon PAC payroll deduction cards submitted to the Company.

Article 3
LABOR-MANAGEMENT PARTNERSHIP
(This Article is a North American subject)

The Union and the Company have executed a Partnership Agreement which, among other things, provides for a vision of joint decision making on matters governing the business of the CSC and a commitment to the success of the Partners. The parties agree that the achievement of full joint decision making at the local level continues to be a desirable objective.

In order to make the Partnership agreement more effective for the Union and the Company, the parties agree during the term of this Agreement to jointly assess and develop an action plan and training for the Leadership Steering Committee (LSC) members in order to build the skills and knowledge that will enable them to bring forth ideas, prevent and solve problems, be accountable for their actions, and hold each other accountable for their commitments.

The action plan will set forth a realistic number of specific, measurable, achievable actions to be taken by the LSC over time during the term of this Agreement.

The parties, in making such an Agreement, believe that the development of joint decision making will be evolutionary in nature. Such decision making will only increase over time as the skills, knowledge and business literacy of the Partners achieve levels necessary for effective and efficient joint decision making. Therefore, the parties will jointly design and develop the appropriate training and allocation of resources. Such training shall be delivered jointly whenever possible, delivered by experts when required, and will always be subject to evaluation.

Local Joint Decision Making

The facility will form the LSC to accomplish this vision. The LSC will determine those subjects which will be included in joint

decision making. Should a subject not be named as being within the bounds of joint decision making, decision making rights around that subject are reserved to the Company, including the management of the facility, the direction of the work force, and the right to suspend, discipline or discharge employees for just cause, except as limited by this Agreement or subsequent decisions made in accordance with the National Partnership Agreement.

In the event that there is a change in local leadership, the list of subjects within the bounds of joint decision making shall be reviewed and updated by the LSC, as those subjects relate to the skills, knowledge and business literacy of the newly appointed local joint leadership.

The LSC shall have the responsibility to provide any new member of the Committee with full information and any necessary education and upskilling required in order to give the new member the opportunity for full participation in the Committee.

The LSC will review the list of decision-making subjects for possible updating and expansion annually, so that, long term, the evolution of full joint decision making will be achieved. When that process is completed, the LSC will communicate the subjects of joint decision-making to the Union and the Company at the Regional Level.

The LSC may address business, community and/or employee issues. In doing so, the LSC may charter local task forces and shall establish the objectives, boundaries and parameters for these Task Forces, which shall include:

1. Decisions shall always be made by consensus, which means that while a particular person may prefer a different decision, that person is able to accept and support the decision;
2. Discipline matters shall be out of bounds;

3. The National Partnership Agreement shall be out of bounds; and
4. The Local Union shall determine how employees shall ratify Task Force decisions.

Whether a Task Force is chartered or not, any change impacting wages, hours, working conditions or benefits must be addressed by the LSC and/or bargained with the Union and will require union ratification that includes education of affected employees prior to ratification as part of the process. Where practical, the parties may conduct joint education prior to ratification. The Union may continue to exercise institutional oversight in the approval and chartering of Task Forces.

Above the CSC Level Joint Decision Making

In accordance with the joint decision making concept contained in the Labor-Management Partnership Agreement, the Company and the Union have an interest in providing a structure to facilitate joint decision making at the facility level. To that end, above the CSC level leadership, both Company and Union, will support the Partnership and allocate available resources toward LSC action plans and training plans.

It is further agreed by the parties that a steering committee will be convened above the CSC level. This steering committee will have participation from employees at all sites by including one local union representative, one union staff designee, and one management employee from each CSC. The Vice President of Distribution, or designee, and the Union President, or designee, from the Union shall also attend.

The understanding of the parties is that the above plant LSC will typically be held quarterly at the facility and rotate among them, unless the parties agree otherwise.

The primary purpose of this steering committee is to resolve issues of interest at all sites and to monitor LSC effectiveness. The following principles will continue to apply to decisions to be made by the steering committee:

1. Keep the focus of decision making on CSC issues at the CSC level.
2. Before an issue can be considered for such joint decision making, the parties must agree that common interest in the issue exists.
3. In order for a local issue to be considered by the steering committee, the subject of the issue must have been declared by the LSC as being within bounds of local joint decision making.
4. For an issue to be considered by the steering committee, the issue must support business and union strategies.

Both parties recognize that such joint decision making neither supplants nor replaces the Grievance Procedure.

When CSC issues are decided by the steering committee, the resolution of such issues will apply at all CSCs. The steering committee should also ensure appropriate communications are made regarding these decisions to all facility LSCs and leaders from labor and management.

The parties may meet and determine how to allocate the cost of such initiatives and programs.

The Company will pay lost time for employees to attend the above the CSC level steering committee meetings, and employees may use Union Business to prepare for such meetings.

CSC Annual Operating Plan Process

It is agreed that the LSC will develop and implement a plan to assure the evolution of employee and local union leadership participation in an annual business planning process so as to continually grow literacy regarding capital investments, budgeting, CSC loading, and resource options.

To that end, the LSC will conduct an assessment to identify and prioritize key issues, (education/training, benefits, health and safety, ergonomics) develop action plans, and determine resources needed for inclusion in the facility annual operating plan. They will also be responsible for implementing, measuring and evaluating the effectiveness of all plans with regular reporting to regional leadership of both organizations.

Orientation Of New Employees

The Company and the Union agree to review and revise the new employee orientation process to better introduce new employees to the negotiated nature of wages, hours and benefits, as well as an introduction to the Union. The company will conduct orientations as soon as benefit eligibility is acquired.

Information about the Partnership and the Union Contract shall be presented jointly to new employees. Union Membership Cards shall be given to all new employees along with other paperwork.

New management employees shall receive Partnership and Union orientation, jointly provided by the Company and the Union.

In addition, the Union shall be provided with a table in the CSC Cafeteria to distribute information for employees about the Union during lunch and break periods.

Union Building

It is agreed that the Company and the Union have a common interest in building an effective union at the local level so that full joint decision making as contemplated by the Partnership Agreement can be achieved. It is recognized that two elements are key to the achievement of this objective:

1. A strong, knowledgeable union to represent and involve employees; and
2. A management that understands and supports the local union's role, responsibilities, accountabilities and development.

To achieve these objectives, a jointly developed strategy which includes the following elements should be undertaken:

1. Implement the strategy through the joint design and delivery of the education of local union leadership and employees.
2. Implement various management education initiatives which result in greater management understanding and support for the union's role, responsibilities, accountabilities and development.
3. Perform periodic joint evaluations of the strategy.
4. The Company agrees to fund the cost of the following initiatives:
 - Two (2) Union Council Meetings each year of the Agreement
 - One (1) Leadership School during the term of the Agreement

- One (1) Health & Safety Leadership Training Course each year of the Agreement with joint planning and participation. The training shall be held at one of the CSCs each year and shall rotate among the CSCs.
- One (1) union building activity each year which shall be jointly planned by the local LSC, such as a cookout or “Join the Union Day”, or similar activity.
- A labor-management conference, to be held annually on the first day of Union Council meeting, for the purpose of discussing upcoming strategic issues in Distribution.
- The Company will pay lost time for delegates to the Union convention according to the formula set by Union for attendees, which could be one (1) or two (2) per facility.

Union has the option to arrange the schedule, content and staffing of these meetings provided that it does not result in additional cost and notice of such change is in sufficient time to ensure inclusion in the annual operating plan.

In addition the Company shall continue to fund:

- The cost of North American Negotiations
- The cost of U. S. Local Negotiations
- The cost of translating and printing Local Agreements

Weekly Local Union leadership meetings, details of which will be decided locally

The Company agrees to include the Union logo on company provided shirts and uniforms for employees who wish to wear it.

Upon request, the Union will be given access to Company facilities before and after hours to conduct membership drives, provided that these activities do not interfere with the work of the employees.

Local Negotiations Process

It is agreed that the Company will pay for employee lost time incurred in U.S. and Canadian local negotiations. It is anticipated that this lost time should amount to approximately forty (40) hours, but it is agreed that if negotiations continue beyond forty (40) hours the Company will pay for additional lost time at the table and in caucus as long as both parties consider the negotiations to be productive.

Educational Assistance

The Company commits to an educational tuition reimbursement program that would provide enhanced opportunity for employees to receive assistance in developing their skills and knowledge. A formal tuition reimbursement policy and procedure has been developed and will be administered at each of the CSC facilities – North America.

Article 4

SENIORITY AND REDUCTION IN FORCE

(This Article is a North American subject as to general terms, and Local as to terms so specified)

Reduction-In-Force is defined as a severance of employment with the Company where there is no reasonable expectation that an

employee will be recalled to employment within the next twelve (12) months. Events which could trigger a Reduction-in Force include elimination or substantial reduction of a department (with "substantial" being 50% or more of the department), subcontracting or outsourcing work currently performed at a CSC, technological change, process flow improvement, expiration of Long Term Lay Off, and CSC Closure. Should it be determined that a Reduction-In-Force is necessary, employees will be terminated on the basis of seniority, with the parties recognizing the option of volunteers, provided that the remaining employees have the qualifications and ability to perform the available work with a reasonable amount of training. Since no recall to employment is anticipated, any employee so affected shall be entitled to the benefits provided for in this Agreement in the Article entitled Severance Pay.

The Company will make the initial decision on whether to cause an event which could trigger a Reduction-in-Force. It is anticipated by the parties that local decision making processes will result in joint decisions on Reduction-In-Force. However, should such decisions not be possible within a reasonable period of time, including the alternative of joint region decision making efforts, then the Company will decide the issue of Reduction-In-Force.

It is agreed that all local agreements in all Union facilities shall provide for loss of seniority after twelve (12) calendar months in lay off status.

Severance Pay

Although the parties do not contemplate it, should it become necessary to permanently reduce the workforce the Company promises to provide at least two (2) weeks' notice to such employees and the Union of said lay off. The following severance benefits will be provided to those employees permanently laid off without recall rights:

- One (1) week severance pay for every complete year of service, with a minimum of one (1) week severance pay provided employees, except the first year of service may not be completed through leave of absence or layoff.
- Employees will receive any accrued but unused vacation pay at the time of the layoff.
- Medical insurance coverage will be continued beyond the date of termination in accordance with the schedule of required COBRA premium waiver as described in the Article on Health Insurance. Should any employee desire to continue coverage, the employee will be required to pay the full cost of the COBRA premium to continue such coverage.
- An employee who experiences maternity expenses for which eligibility occurred prior to lay off shall have such expenses covered through delivery. The Company may require evidence satisfactory to the Company to verify that pregnancy occurred prior to lay off.
- In the event of a substantial permanent lay off the Company shall provide individual employment counseling, notice of job opportunities within the community, and community services referral to employees who may be severed from employment with the Company.

The acceptance by an employee of severance pay shall mean that all other benefit accumulations cease at the time of lay off and the employee, if re-employed, will be considered a new employee unless such rehire occurs within one (1) year of lay off, in which event the employee will be reinstated with full seniority and benefits provided that any unused severance pay will result in the employee being considered a new, probationary employee.

Downsizing and/or CSC Closure

At least once a year, or when either party to this Agreement otherwise perceives a threat to the survival of a CSC or department, the parties will meet and determine if such a threat exists.

While there are no job guarantees, the parties agree that:

1. The nature of and the reason for such a threat will be discussed;
2. The parties will promptly meet and strive to find alternate solutions aimed at preserving jobs. These solutions should include full examination of sourcing decisions, measurement assumptions, opportunities for improvement and any other appropriate actions, and
3. Adequate time and resources consistent with business conditions and the parties stated values will be made available to examine, plan and implement alternatives to facility closures. The Company commits to supporting the values and principles they have brought to previous negotiations around CSC closings and downsizing.

Job Security

The Company commits to keep open and operational each of the current three (3) U.S. facilities for the duration of this North American Agreement. Nothing in this commitment alters the Company's rights with regard to determining shifts and staffing needs.

In the event that the Company cannot keep this commitment and a facility closure will occur during the term of the North American Agreement, the Company will meet with the Union to discuss the effects of the closure and also agrees that it will provide four (4) weeks of severance pay per complete year of service to affected

employees. This severance amount will not apply if a closure is caused by an Act of God or natural disaster. This job security provision expires and does not carry over after **May 31, 2025** absent specific written agreement.

Article 5

SCHEDULING

*(This Article is a North American subject
except as noted below)*

1. In the event the Company has a need for overtime on the weekend over and above the hours scheduled for regular and temporary employees on that shift, the Company will post a sign-up sheet for overtime that allows regular employees to volunteer for extra hours on the weekend from other shifts.
2. Each facility's LSC will be responsible for addressing downturns or shortages of work as it affects scheduling.
3. Employees with two (2) or more years of seniority as November 1, 2009 will not be required to work a Saturday or Sunday shift at straight time rates.
4. Employees who show up for work but who are involuntarily released before finishing fifty (50) percent of their scheduled shift will be paid fifty (50) percent of their scheduled shift.
5. After the initial schedules are set, further changes to the schedules will be resolved through the LSC. Provided, however, that if the LSC is unable to resolve the scheduling issues within sixty (60) calendar days, the issue will be resolved through the parties above the facility process between the appropriate Union representative responsible for Levi's North American

distribution facilities (currently Lynne Fox) and the corresponding Levi representative responsible for Levi North American distribution facilities (currently Steve Berube).

6. Once the new schedules are established, employees will select their work schedule, including shift, by seniority, within job classification. Employees would be required to select an available job based on seniority and skills. Employees covered by paragraph 3 above, will be allowed to take a voluntary layoff if the only available shift is one that requires Saturday or Sunday work at straight time rates.
7. The parties agree that the following issues, although not limited to, will be negotiated at the local level, except where expressly addressed in North American Agreement: schedule implementation dates, overtime notification, overtime pay (except those modified to provide for straight time Saturday/Sunday schedules), overtime distribution and balance, share the work issues, start times and the number of times an employee's shift can be changed, job/shift bidding and shift premiums, voluntary layoffs due to scheduling issues, lunches and breaks, flextime, holiday schedules and advanced notification of employee's shift changes or shift configuration changes.
8. An employee shall be compensated at the overtime rate of time and one half the regular rate of pay for all hours worked on the first day worked following the last work day of an employee's regularly scheduled work week, so long as the employee works all scheduled hours*.
9. An employee performing work on the 2nd, 3rd or 4th day worked following the last work day of the employee's regularly scheduled work week shall be

compensated at the rate of the double time for such hours worked, so long as the employee works all scheduled hours. Employees using a floating holiday outside of their normal schedule will be compensated at their regular straight time rate. It is understood that no time worked shall be paid for at an overtime rate more than once – in other words, no pyramiding of overtime.

10. Paid time off applies toward the computation of overtime include; Holidays, Bereavement, Jury Duty, Vacation Days, and Union business Leave (paid and unpaid). Regularly scheduled hours includes early dismissals and VTO.
11. In the event the Company makes the determination to change the schedule currently being worked by a department or shift, the Company will be required to give the Union (through process of the LSC) and impacted employees notice of no less than 30 calendar days of such change.

The Company will have the right to change the schedule affecting a shift no more than two (2) times within twelve (12) calendar months. However, the Company may change the schedule of a department one additional time within a twelve (12) calendar month period in exceptional circumstances and after consulting with the LSC.

Article 6

GRIEVANCE PROCEDURE

(This Article is a North American subject as to general terms, and Local as to terms so specified)

If the parties agree that the current grievance procedure is not responsive to the needs of the facility, the parties may review the Grievance Procedure for possible changes. In this event, the following requirements are to be adhered to:

- Resolve issues close to the problem.
- Keep the grievant involved at all steps in resolution.
- Framework to be worked towards is joint issue resolution.
- Facility designs its own resolution procedure.
- The LSC reviews grievances to identify and address systemic issues and to review the effectiveness of the grievance procedure.
- Supervision/management/union leadership should be jointly trained in problem solving techniques, the collective bargaining agreement and the grievance process. This training shall be done at least annually to educate new leaders and/or update all leaders on changes.
- The Company agrees to use the grievance tracking model used in Hebron without listing names of grievants.

Article 7

LEAVES OF ABSENCE

(This Article is a North American subject)

Attendance

The parties agree that attendance shall be negotiated locally, including the rolling 12-month window, which is not changed by this Agreement.

Family Leaves of Absence

Application - Certification

All requests for Family Medical Leave must be in writing. In cases of Leave for medical reasons, the Company may require proof or evidence of illness or physical disability, including

certification by a licensed physician or surgeon to substantiate any Leave request.

Personal Illness/Injury and Other Family Medical Leave

A. Duration

A Family Medical Leave of absence may be granted to an employee upon written request not to exceed twelve (12) calendar weeks, during any twelve (12) month period, for serious personal illness or accident. This twelve (12) month period is measured backward from any approved Family Medical Leave. Upon request, the Company may extend such Leave of Absence for additional periods of thirty (30) calendar day period or periods up to a maximum of twelve (12) months. The additional leave i.e. thirty (30) calendar day periods, up to a maximum of 12 months, that may be granted under this Article may not be consumed on an intermittent basis.

A Family Medical Leave of Absence may be granted to an employee upon request not to exceed twelve (12) calendar weeks, during any twelve (12) month period, for serious illness or accident suffered by the employee's immediate family, (parent, child, spouse). Such Family Medical Leave also may be granted for placement of a child into an employee's family due to birth, adoption or a foster care arrangement. The Company may extend such leaves of absence for additional period(s), up to a maximum leave period of twelve (12) months. The additional leave i.e. thirty (30) calendar day periods, up to a maximum of 12 months, that may be granted under this Article may not be consumed on an intermittent basis. The twelve (12) month period will be a rolling twelve (12) month period measured backward from any approved Family Medical Leave.

A Family Medical Leave of absence may be granted to an employee upon request not to exceed twelve (12) calendar weeks, during any twelve (12) month period for “qualifying exigency” for military operations arising out of a spouse’s, child’s, or parent’s active duty or call to active duty (“Military Emergency Leave”). A “qualifying exigency” under Military Emergency Leave includes activities such as: (1) short-notice deployment; (2) military events and related activities; (3) child care and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities (up to 90 days following termination of active duty status); and (8) additional activities as agreed to by the Company and the employee on a case-by-case basis. This twelve (12) month period is measured backward from any approved Family Medical Leave. Upon request, the Company may extend such Leave of Absence for additional periods of thirty (30) calendar day period or periods up to a maximum of twelve (12) months. The additional leave i.e. thirty (30) calendar day periods, up to a maximum of 12 months, that may be granted under this Article may not be consumed on an intermittent basis.

A Family Medical Leave of absence may be granted to an employee upon request not to exceed twenty-six (26) calendar weeks, during any twelve (12) month period for a spouse, child, parent or next of kin (nearest blood relative of an individual) who is an Armed Forces member with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties (“Military Caregiver Leave”). This twelve (12) month period is measured backward from any approved Family Medical Leave. Upon request, the Company may extend such Leave of Absence for additional periods of thirty (30) calendar day period or periods up to a

maximum of twelve (12) months. The additional leave i.e. thirty (30) calendar day periods, up to a maximum of 12 months, that may be granted under this Article may not be consumed on an intermittent basis.

For Military Caregiver Leave, the 12-month period begins on the first day of the leave taken for this purpose, and ends 12 months later, regardless of the timeframe of any other leave. If all of the 26 weeks of leave are not taken during the 12-month period, the remaining amount does not carry over to the next 12 month period. Military Caregiver Leave may also count as FMLA “Family Care Leave” depending on the circumstances of the family relationship, but is counted first as Military Caregiver Leave. In no case may the total amount of FMLAqualifying leave exceed 26 weeks in the 12-month period measured from the first day of Military Caregiver Leave.

At the employee’s option, any accrued paid vacation time off may be used during an approved Medical Leave of Absence.

B. Eligibility

Eligibility for Family Medical Leave of Absence will be the same as the Federal Law guidelines: 1,250 hours worked as an employee within the last 12 months and twelve (12) months worked at the Company as an employee (not required to be consecutive).

C. Notification

Pursuant to the Family Medical Leave Act, an eligible employee wishing to take leave under this Article, must furnish the Company with reasonable notice so that work may be planned. Such notice will be required when the

employee has advanced notice of the need for the leave. If the event necessitating the leave is foreseeable, the employee must provide at least two weeks' advanced written notice before leave is to begin. If two weeks' advanced written notice is not possible, notice must be given as soon as practicable.

If the event necessitating leave qualifies as Military Emergency Leave, the employee must provide the Company with as much notice of the need for the leave as is reasonable and practicable under the circumstances.

D. Intermittent FMLA Leave

Use of intermittent FMLA Leave will require recertification every six (6) months to the extent allowed by law.

E. Job Return Rights

1. Fitness for Duty

In order for an employee to return to work from a Personal Illness Leave of Absence, such employee must present the Company with a physician's release from the medical provider who treated the employee which authorizes the employee to return to work. An employee returning from Leave of Absence shall provide the Company with adequate notice of the date of return so that the Company may make adequate operational plans for the employee's return.

2. Job Rights

An employee granted a Leave of Absence under this Article shall be returned to the same job or operation if vacant, provided the employee is returned to work within ninety (90) calendar days

of the commencement of his/her Leave. Any time associated with Vacation shall not be counted. However, the parties may jointly agree to extend such ninety (90) calendar day period on a case-by-case basis. In the event that a Leave of Absence and any extensions thereof exceed ninety (90) calendar day period, the employee will be assigned to an available job or position of a similar nature as is reasonable to accommodate.

Personal Leave Of Absence

A Leave of Absence for personal reasons may be granted by the Company. Requests for such Personal Leaves of Absence will be given due consideration, but the Company does not obligate itself to grant Leaves of Absence for personal reasons.

Non-FMLA Personal Medical Leave

A Personal Leave of Absence may be used for a non-FMLA qualifying medical condition if the employee provides certification from a physician that the leave was necessary due to the non-FMLA qualifying medical condition. This provision does not affect whether or not an absence is excused under the local attendance policy, and this issue shall be decided locally. Leave in this section is defined as three (3) days or more.

While the Company will determine staffing levels based on business and operational need, the Personal Medical Leave of Absence will not be included in the 10% cap used for scheduling vacations and other leaves.

At the employee's option, any accrued paid vacation time may be used during an approved non-FMLA personal medical leave.

The Company agrees with oversight of the NASC to conduct on an annual basis, a standardized education on leaves and processes for

all employees. In addition this education shall be part of New Hire Orientation for all newly hired employees.

Short Term Union Leave Of Absence

Leaves of absence of reasonable duration shall be granted to a reasonable number of employees who may be selected to act as representatives of the union, as delegates to conventions, conferences and/or other appropriate union activities. The Union agrees to give the Company adequate notice in writing, listing such representatives and the reason for the leave.

Performing Other Work While On Leave

An employee on Leave of Absence for personal physical disability or serious illness may perform work for another employer provided that such an employment relationship commenced not less than thirty (30) calendar days prior to the commencement of the Leave of Absence and further provided that such employment does not prolong or cause the Leave of Absence to be extended.

Temporary Assignment Leave Of Absence

Employees within the Bargaining Unit may be temporarily promoted to jobs or operations outside the Bargaining Unit or employment with the Union on a trial basis for a period not to exceed six (6) months without loss of seniority. In special circumstances, such six (6) month period may be extended by mutual agreement of the parties provided such extension is granted at least two (2) weeks prior to the expiration of such Leave. Temporary Assignment Leave for trial employment with the Union will be considered Personal Leave for purposes of benefits.

Paid Family Leave

Eligibility

After 60 days of employment, U.S Distribution Center Full time benefit eligible employees are eligible for up to 12 weeks

of Family Care Leave of which runs concurrently with 8 weeks of Paid Family Care Leave is paid at 100%.

Duration

Family Care Leave (FCL) may be granted to an employee upon written request to care for an immediate family member experiencing a serious health condition as defined by FMLA.

Immediate Family Member includes parent, step-parent, spouse/domestic partner, child (including adopted, step and foster) up to the age of 18 years, or over 18 if they have a physical or mental impairment that substantially limits a major life activity.

A Paid Company Family Care Leave of Absence may be granted to an employee upon request for a total of eight (8) calendar weeks paid at 100% of an employee's weekly base rate. It must be taken in a minimum of two (2) week increments or more and will need to be taken within the first 12 months from the date of the leave.

This Paid Family Care Leave runs concurrently with the 12 weeks of job protected unpaid Family Care Leave and FMLA.

Article 8

VACATION

(This Article is a North American subject as to general terms, and Local as to terms so specified)

Guidelines governing accrual may vary from site to site; however, the following charts are intended to reflect the current and future vacation allotment at all U.S. sites.

Effective June 1, 2012 - U.S.:

Years of Service	Vacation Allotment equal to:
1st Year	40 hours
Years 2-4	80 hours
Years 5-14	120 hours
Years 15-24	160 hours
Years 25-29	168 hours
Years 30+	200 hours

For a Family Medical Leave of Absence, it is agreed that employees may have the option to use accrued but unused vacation benefits.

The guidelines for vacation, including carry over, use, and payment of unused days will be developed locally.

Scheduling guidelines for employees' individual days will be developed locally.

The parties agree that vacation pay for U.S. will be paid at the employee's base wage, including any applicable premium for employees regularly assigned to a premium job consistent with past practices.

Holidays

(This topic is National language)

Recognized Holidays

Employees with sixty (60) days or more of service shall receive the following fixed holidays, irrespective of the day on which the fixed holiday falls:

Holiday	Hebron	Canton	Henderson
New Year's Day	✓	✓	✓
Martin Luther King Day	✓	✓	✓
Memorial Day	✓		✓
Good Friday		✓	
Juneteenth	✓	✓	✓
Independence Day	✓	✓	✓
Labor Day	✓	✓	✓
Thanksgiving Day	✓	✓	✓
Christmas Eve	✓	✓	✓
Christmas Day	✓	✓	✓
New Year's Eve	✓	✓	✓
<i>Floating Holiday*</i>	✓	✓	✓
Total	✓	✓	✓

****Floating holiday can be taken in increments of 2 hours.***

For employees on a Monday through Friday, 5 days a week, 8 hours a day schedule, should any of the above fixed holidays fall on Sunday, it shall be observed on the following Monday. Additionally for this group, should any of the above fixed holidays fall on Saturday, it shall be observed on the preceding Friday.

For all other schedules, the holiday is observed on the day on which it falls.

Eligibility and Pay Rate

The pay for each of the above fixed holidays that fall on a regularly scheduled workday, shall be equivalent to one (1) day of pay at employees' straight time base hourly rate, depending upon each employee's work schedule. Holiday pay will be paid provided employees work their scheduled workdays before and after such a holiday. An otherwise eligible employee shall not be ineligible for holiday pay because of absence for the whole or partial day before or after a holiday if such absence is caused by:

- Lay-off by the Company within two (2) weeks before a holiday, or a lay-off by the Company commencing with the first scheduled workday after the holiday.
- Approved leave of absence, provided that the employee performs work on any day during the period of ten (10) working days prior to the recognized holiday.
- Serious illness in the immediate family (parent/legally appointed guardian residing with employee, spouse or child) or approved bereavement leave.
- Jury duty service.
- Personal illness substantiated to the satisfaction of the Company (a doctor's note is sufficient but is not always necessary).
- Union leaves.

The pay for fixed holidays that fall on a scheduled day off shall be eight (8) (10) ten, or (12) twelve times each eligible employee's hourly rate of pay, regardless of each employee's work schedule.

Vacation Effect

In the event that one (1) or more of the paid fixed holidays fall within an employee's vacation period, said employee shall receive, in addition to vacation pay, the holiday pay provided for above.

If one or more fixed holidays fall within a week for which an employee has scheduled all non-holiday days as vacation days, and the Company schedules work for the holiday(s) in that week, the employee has the option to receive the holiday pay, not use TOPP/VTO/Vacation and be excused from working the scheduled fixed holiday(s). The employee's absence will count toward the Department's 10% vacation cap.

Work Performed on Holiday

Employees required to work on any of the holidays set forth above shall receive, in addition to their holiday pay, double-time (2 times the base wage rate) for such hours as are worked on said holidays.

TOPP in Lieu of Pay for Holidays Outside of Work Schedule

Employees have the option to receive their normal schedule of TOPP time in lieu of pay for holidays that fall outside of their schedule and are not worked if the following criteria are followed:

1. This applies only if the holiday falls outside the employee's schedule.
2. This applies only if you do not work on the scheduled holiday.
3. The default for compensation is the employees normal schedule of hours of pay and not TOPP hours. TOPP will only be given if it is requested.
4. The TOPP request in lieu of pay must be done two weeks prior to the holiday to allow payroll enough time to process the request. It must be done on a standard agreed upon form. It must be turned into payroll where it will be time stamped and dated. The employee is responsible for maintaining a copy of the request.
5. If a request is made for TOPP hours in the bank rather than the normal schedule of pay of TOPP pay, and the company deems that day necessary as a day to work for the employee, the request is null and void.

PAID TIME FOR VOTING

The company will allow each employee four (4) hours of straight paid time to allow employee to vote on the day of a general US presidential election or a state general gubernatorial election.

The four (4) hours will count towards the computation of overtime.

Article 9

LIFE INSURANCE AND MEDICAL BENEFITS

(This Article is a North American subject.)

The Company shall make available, in the U.S. only, the following insurance and medical benefits coverage:

Life Insurance

Effective 1-1-2023, one times base annual salary, with premium paid by the Company. Coverage will be updated each year to reflect an increase in hourly wages.

Effective 1-1-2023, an additional increment of Ten Thousand Dollars (\$10,000) up to a maximum of \$100,000, Life Insurance Coverage will be available to each employee, provided evidence of insurability requirements are met at the employee's option at their cost. Said costs will be reset annually based on experience. The Company agrees to withhold such cost per week through payroll deduction.

Dependent life insurance in the following amounts will be available to each employee at the employee's option at their cost. Said costs will be reset annually based on experience. The Company agrees to withhold such cost per week through payroll deduction:

Dependent	Coverage	Effective 1/1/2023
Spouse	\$13,500	50% of basic life coverage
Dependent Child (six months to age 26)	\$6,000	\$7,000
Infant (less than 6 months old)	\$2,000	\$3,000

Medical Benefits

	Choice Plus Value Plan 2022	Choice Plus Value Plan 2023	Choice Plus Value Plan 2024	Choice Plus Value Plan 2025
	Network/ Non-network	Network/ Non-network	Network/ Non-network	Network/ Non-network
Company-Paid Funding	\$500 EE/ \$1000 Fam	\$500 EE/ \$1000 Fam	\$500 EE/ \$1000 Fam	\$500 EE/ \$1000 Fam
Deductible	\$1500 EE/ \$3000 Fam	\$1500 EE/ \$3000 Fam	\$1500 EE/ \$3000 Fam	\$1500 EE/ \$3000 Fam
		OON \$3000 EE/ \$6000 Fam	OON \$3000 EE/ \$6000 Fam	OON \$3000 EE/ \$6000 Fam
Out-of-pocket	\$4000 EE/ \$8000 Fam	\$4000 EE/ \$8000 Fam	\$4000 EE/ \$8000 Fam	\$4000 EE/ \$8000 Fam
		OON \$6000 EE/ \$12,000 Fam	OON \$6000 EE/ \$12,000 Fam	OON \$6000 EE/ \$12,000 Fam
Co-insurance	20%/40%	20%/40%	20%/40%	20%/40%
Preventive	Covered 100%/ No Deductible	Covered 100%/ No Deductible	Covered 100%/ No Deductible	Covered 100%/ No Deductible
Office visit	Deductible and coins	Deductible and coins	Deductible and coins	Deductible and coins
Out-patient	Deductible and coins	Deductible and coins	Deductible and coins	Deductible and coins
In-patient	Deductible and coins	Deductible and coins	Deductible and coins	Deductible and coins
ER	Deductible and coins	Deductible and coins	Deductible and coins	Deductible and coins
Rx	\$50 Deductible Retail: \$10/\$30/\$45 Mail order: Double retail for 90 days Non-network: No coverage	\$50 Deductible Retail: \$10/\$30/\$45 Mail order: Double retail for 90 days Non-network: No coverage	\$50 Deductible Retail: \$10/\$30/\$45 Mail order: Double retail for 90 days Non-network: No coverage	\$50 Deductible Retail: \$10/\$30/\$45 Mail order: Double retail for 90 days Non-network: No coverage
Employee Contribution %	21% EE/ 30% Fam	21% EE/ 30% Fam	21% EE/ 30% Fam	21% EE/ 30% EE

	UHC Choice Plus Plan 2022	UHC Choice Plus Plan 2023	UHC Choice Plus Plan 2024	UHC Choice Plus Plan 2025
	Network/ Non-network	Network/ Non-network	Network/ Non-network	Network/ Non-network
Deductible	\$750/\$1150 EE \$1050/\$1550 Fam	\$750/\$1150 EE \$1050/\$1550 Fam	\$750/\$1150 EE \$1050/\$1550 Fam	\$750/\$1150 EE \$1050/\$1550 Fam
Out-of-pocket	\$2300/\$4100 EE \$4100/\$7000 Fam	\$2300/\$4100 EE \$4100/\$7000 Fam	\$2300/\$4100 EE \$4100/\$7000 Fam	\$2300/\$4100 EE \$4100/\$7000 Fam
Co-insurance	20%/45%	20%/45%	20%/45%	20%/45%
Preventive	No charge/ Deductible and 45%	No charge/ Deductible and 45%	No charge/ Deductible and 45%	No charge/ Deductible and 45%
Office visit	\$40 Primary; \$50 Specialist/ Ded and 45% NN	\$40 Primary; \$50 Specialist/ Ded and 45% NN	\$40 Primary; \$50 Specialist/ Ded and 45% NN	\$40 Primary; \$50 Specialist/ Ded and 45% NN
Out-patient	20%/45%	Deductible and 20% 45% NN	Deductible and 20% 45% NN	Deductible and 20% 45% NN
In-patient	20%/45%	Deductible and 20% 45% NN	Deductible and 20% 45% NN	Deductible and 20% 45% NN
ER	\$150 copay; Deductible and 20%/45%	\$150 copay; Deductible and 20%/45%	\$150 copay; Deductible and 20%/45%	\$150 copay; Deductible and 20%/45%
Rx	\$50 Deductible Retail: \$20/\$40/\$60 Mail order: Double retail for 90 days	\$50 Deductible Retail: \$20/\$40/\$60 Mail order: Double retail for 90 days	\$50 Deductible Retail: \$20/\$40/\$60 Mail order: Double retail for 90 days	\$50 Deductible Retail: \$20/\$40/\$60 Mail order: Double retail for 90 days
Employee contribution %	23% EE/ 32% Fam	23% EE/ 32% Fam	23% EE/ 32% Fam	23% EE/ 32% Fam

Wellness

The Company will continue to offer the bargaining unit members a Wellness Program that includes opportunity to earn annual credits to be applied toward contribution costs for medical benefits the following year. The company will identify the wellness provider and determine program requirements.

Health Care Reform/Affordable Care Act

- The parties hereto recognize the passage of Health Care Reform, the Patient Protection and Affordable Care Act (“PPACA” or the “Act”) may impact health benefits provided by LS&Co. Accordingly, the parties agree to reopen this Agreement when necessary for the sole purpose of negotiating health benefit modifications to either/or 1) comply with legislative mandates 2) address impact from penalties and taxes (whether direct or indirect), which may include but not be limited to required contributions for health benefits, and/or 3) to address alternative methods for providing health benefits (e.g., through the National Health Fund).

Group Medical Insurance shall include the following:

Dental Plan	Orthodontia, child only, Maximum \$1,500 1/1/2017
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Contributions

Required employee contributions shall be paid weekly through payroll deduction. Subsequently, the Company will announce new rates in November of each of the following years during the normal open enrollment period, to be effective the following January 1. The 2022 employee contribution amounts are as follows:

Choice Plus Value Plan Employee Contribution Amounts

	2022 Weekly Cost
Employee Only	\$23.80
Employee and Child(ren)	\$75.13
Employee and Spouse	\$65.37
Employee and Family	\$129.93
Employee and Spouse w/Surcharge	\$204.74
Employee and Family w/Surcharge	\$237.31

Choice Plus Plan Employee Contribution Amounts

	2022 Weekly Cost
Employee Only	\$48.89
Employee and Child(ren)	\$109.94
Employee and Spouse	\$142.08
Employee and Family	\$189.18
Employee and Spouse w/Surcharge	\$287.68
Employee and Family w/Surcharge	\$334.78

Other Provisions

- The Company will continue to offer a Health Care Spending Account.
- The Company will continue to offer a Dependent Care Assistance Program (DCAP).

Vision Care

For employees, the vision benefit provides an annual eye exam with a \$10 co-pay. Effective 1-1-2013 coverage is extended to eligible dependents covered under the LS&Co. medical plan.

Employees and their eligible dependents covered under the LS&Co. health plan will continue to have access to the materials discount.

Plan	Benefits
Vision Plan	\$70 up front frame allowance then 20% discount on remainder (once every 24 months)

Retiree Medical Insurance

The retiree medical insurance benefit is subject to the rules, regulations and provisions embodied in governing plan documents. The parties agree to amend or replace the plan(s) as outlined below. This provision covers active employees and those who retired during the term of current agreements. It supersedes any other agreements, including local agreements.

Eligibility

- Current employees may be eligible for Retiree Life and Medical benefits if they meet two criteria by November 30, 2005:
 - (1) they are a minimum age of 40; and
 - (2) their age and their years of service in whole numbers equals 55. To receive this benefit, an employee must have reached the minimum age of 55 with at least 15 years of service (early retirement) when they leave the company.
- Current employees, who are not age 40 by November 30, 2005, will not be eligible for Retiree Life and Medical benefits.
- Current employees, who are age 40, but whose age and years of service do not equal 55 or more by November 30, 2005, will not be eligible for Retiree Life and Medical benefits.

- Employees hired after December 31, 2003 will not be eligible for retiree life or medical regardless of their age and number of years of service when they leave LS&CO.

Plan Design for Retirees (Under and Over Age 65)

- The plan design changes of the medical benefit will be the same as we are introducing for active employees, except that there will be a \$50 annual per person prescription drug deductible and the co-payments at a member retail pharmacy (for up to a 30-day supply) will be:
 - \$10 for generic drugs;
 - \$30 for preferred brand name drugs and;
 - \$45 for non-preferred brand name drugs.
- Co payments for prescription drugs obtained through mail order (90-day supply) will have the following co-pays
 - \$20 for generic drugs;
 - \$60 for preferred brand name drugs and;
 - \$90 for non-preferred brand name drugs.

Plan Design for Under Age 65 Plan

The plan design for under age 65 will be the same design as the active plan design above, except that prescription drug coverage shall be as described in the section above.

Plan Design for Over Age 65 Plan

The plan design for the over age 65 plan shall include prescription drug coverage only (as described above) and will not have a Medicare Supplement.

Contributions for the Under Age 65 Plan

The maximum amount that LS&CO. will contribute towards retiree medical coverage in the under age 65 plan effective April 1, 2004 is as follows:

Years of Service At Retirement	Retiree Pays	LS&CO. Pays	Then Retiree Pays
15-19	25% of projected cost	75% of projected cost until the amount LS&CO. pays reaches \$5,500	100% of any amount that exceeds \$5,500
20-24	20% of projected cost	80% of projected cost until the amount LS&CO. pays reaches \$6,000	100% of any amount that exceeds \$6,000
25+	15% of projected cost	85% of projected cost until the amount LS&CO. pays reaches \$6,500	100% of any amount that exceeds \$6,500

Contributions for the Over Age 65 Plan

The maximum amount that LS&CO. will contribute towards retiree prescription drug coverage in the over age 65 plan effective April 1, 2004 is as follows:

Years of Service At Retirement	Retiree Pays	LS&CO. Pays	Then Retiree Pays
15-19	25% of projected cost	75% of projected cost until the amount LS&CO. pays reaches \$1,800	100% of any amount that exceeds \$1,800
20-24	20% of projected cost	80% of projected cost until the amount LS&CO. pays reaches \$1,900	100% of any amount that exceeds \$1,900
25+	15% of projected cost	85% of projected cost until the amount LS&CO. pays reaches \$2,000	100% of any amount that exceeds \$2,000

COBRA Subsidy Upon Retirement

A COBRA Subsidy shall be paid to certain retirees as follows:

- **Eligibility:**
To be eligible for the COBRA Subsidy upon retirement, an employee must:
 - (1) be an active employees hired on or before December 31, 2003 who is not eligible to receive retiree medical upon retirement (as described above); and
 - (2) be at least age 55 with 15 years of service at retirement.

- **Benefit:**
A COBRA Subsidy of \$458.33 shall be paid monthly (\$5,500 annually) upon retirement for a period of 18 months.

Health Care Education

- One education session per year to be delivered by HR and developed by subject matter experts to increase understanding of plan benefits and how to use benefits. This session, to be delivered on Company time, will provide time for Q&A and will include information regarding patient rights around Specialist referrals, internet and 800# prescription plan utilization.
- Two refresher programs per year at lunch and after work on appropriate topics will be made available.
- A mechanism for tracking problems employees experience utilizing their medical plan will be established so that the Benefits Department in San Francisco will be alerted of problems as they occur.

Continuation of Coverage

It is understood that the insurance coverage provided above shall be continued during periods of employee leave of absence from work due to personal illness, provided that any required contributions are made. Employees on leave of absence for any other reason shall have insurance coverage for the balance of the month plus one (1) additional month provided that any required contributions are made, at which time to continue the insurance coverage the employee will be required to pay the full required monthly premium for the insurance coverage.

Extended Medical Coverage for Reduction in Force

It is agreed that in the event that an employee experiences a Reduction In Force lay off, medical insurance coverage will be continued beyond the date of termination in accordance with the following schedule of required COBRA premium waiver provided the employee continues to pay the required contribution:

Length of Service	COBRA Premium Waiver
Less than 1 Year	1 Month Waiver
1 Year, Less Than 5 Years	4 Month Waiver
5 Years, Less Than 10 Years	6 Month Waiver
10 Years, Less Than 15 Years	9 Month Waiver
15 Years, Less Than 25 Years	12 Month Waiver
More than 25 Years	18 Month Waiver

Article 10

WEEKLY DISABILITY BENEFIT PLAN

(This Article is a North American subject)

This Article applies to the U.S. Employees shall be eligible to participate in the Weekly Disability Benefit Plan subject to the rules, regulations and provisions embodied in said Plan.

Eligibility Requirements

Each full-time regular employee with one (1) or more years of continuous service with the Company is eligible for the Weekly Disability Benefit Plan. Such an employee must be prevented from performing any and every duty pertaining to their occupation as a result of a non-occupational injury or illness.

Benefit Pay Parameters

The weekly benefit will commence with the first (1st) day of a period of disability caused by accidental injury and with the eighth (8th) day of a period of disability caused by a disease. It is understood that disability payments may be made without regard to the established waiting period for physician required therapy for accident and/or physical illness on a daily basis. The weekly benefit is payable throughout the remainder of the period of disability, but not more than twenty-six (26) weeks during any single period of disability, nor in any event for a period of more than twenty-six (26) weeks in any twelve (12) consecutive months. Successive periods of disability separated by less than two (2) weeks of continuous covered employment shall be considered as one (1) continuous period of disability.

Daily Payments

It is understood that disability payments may be made at employee option on a daily basis without regard to the established waiting period for a non-work related accident and/or physical illness for which time away from work will be required for a program of therapy required by a physician or surgeon.

Benefits Excluded

No benefits will be payable for:

- Any day on which the employee is not under the care of a physician or surgeon, a period of care shall not be considered to have started until the employee has been seen and treated personally by the physician or surgeon.
- Any day on which the employee is performing work for compensation or profit, except that an employee may perform work for another employer if the employment relationship commenced or not less than (30) calendar days prior to the commencement of the leave of absence and provided that such employment does not prolong nor cause the leave of absence to be extended.

Benefit Amount (US Only)

Effective 3/15/2022, the weekly benefit payment will be paid at a flat rate of \$440.00, for a maximum of 26 weeks. Effective 6/1/2023 the weekly benefit payment will be paid at a flat rate of \$460.00, for a maximum of 26 weeks. Effective 6/1/2024 the weekly benefit payment will be paid at a flat rate of \$480.00, for a maximum of 26 weeks.

The parties agree that the weekly benefit amount will be prorated at the rate of one (1) day for treatment associated with chronic illness.

Certificate of Disability

The Company may require proof of injury or illness, including a certification from the physician or surgeon who treated the employee. In addition, the Company may require the employee to be examined by a physician or surgeon designated by the Company.

Paid Parental Leave

Eligible employees may receive up to eight weeks of paid parental leave in accordance with Company policy in addition to existing

disability benefits. Company will review pro-rata benefits consistent with company-wide implementation.

Article 11
EMPLOYEE RETIREMENT FUND
(This Article is a North American subject)

The employer shall contribute to NATIONAL RETIREMENT FUND, per employee for each compensated hour at the rates as set forth in the Fund Participation Agreement. **Contributions will be increased as required by the Rehabilitation Plan:**

Effective Date	Rate for Each Eligible Employee
June 1, 2022	\$0.95 Hourly
June 1, 2023	\$0.99 Hourly
June 1, 2024	\$1.03 Hourly

The Employer shall be required to contribute for new employees after one (1) year of bargaining unit employment. Part time employees are excluded from the plan.

The Employer agrees to contribute for each eligible employee covered by this Agreement the sums (as negotiated by the parties) to the National Retirement Fund for the purpose of providing retirement benefits under the National Retirement Fund, or such new merged or consolidated plan as may be adopted by the Trustees. Said contributions shall be submitted monthly with a report of the employee data required by the Trust Fund, on the format prescribed by the Trust Fund, no later than the fifteenth (15th) day of the month following the month for which contributions are to be made.

In the event the Employer is in arrears in the payment of contributions, it shall be liable for late fees, interest and liquidated damages as established by the Trustees, legal fees, court and/or

arbitration costs, and audit and other expenses incidental to the collection of said delinquency.

The Employer and the Union agree to be bound by the Agreement and Declaration of Trust of said National Retirement Fund as may, from time to time be amended, and they do hereby designate as their respective representative on the Board of Trustees, such Trustees, named in said Agreement and Declaration of Trust, as Employer and Union Trustees, together with their successors selected as provided therein, and agree to be bound by all procedures established and actions taken by the Trustees, pursuant to said Trust Agreement. Any provision in this Agreement that is inconsistent with the Agreement and Declaration of Trust, or the Plan of Benefits, rules or procedures established by the Trustees, shall be null and void.

For the purposes of determining eligibility for the retirement benefits under the Levi Strauss & Co. Employee Retirement Plan (the "Plan"), in accordance with Section 2.91 (vesting) and Section 3.1 (membership) of the Plan, but not for purposes of determining the amount of retirement benefits under Section 4 (benefit calculations) of the Plan, or service requirements there under shall include participation as a Participant of the National Retirement Fund or any predecessor fund.

This reciprocity provision shall become effective for the Plan participants who work at least one (1) hour of service in covered employment on or after the first day of the calendar month immediately following the ratification of the 2007-2010 North American Agreement, and only shall apply with regard to participation in the National Retirement Fund occurring on or after January 1, 2008 as provided in Article 11 of the 2007-2010 North American Agreement.

Article 12
EMPLOYEE LONG TERM INVESTMENT
AND SAVINGS PLAN

(This Article is a North American subject)

This Article applies to the U.S. Eligible employees shall be entitled to participate in the Employee Long Term Investment and Savings Plan subject to the rules, regulations and provision embodied in the governing Plan.

The parties agree to amend the Plan as follows:

- a) Allow new hires to join the plan after six (6) months of service; however, the Company matching contribution will not be given until such employee completes a year of service.
- b) The maximum contribution will be maintained at 15%, and employees will be allowed to make a “catch up” contribution, as provided by the IRS code and ERISA, to the maximum legal limit if they make a 15% contribution. The remaining language in the Plan remains unchanged.
- c) Employees will be permitted to contribute between 1% to 15% of their weekly pay without restrictions as to the amount of pay received that week. The Company will continue to match \$.50 on the dollar up to 10% of weekly pay as provided in the 401(k) plan. Effective, 6-1-2014, the Company will match \$.50 on the dollar up to 11% of the weekly pay as provided in the 401(k) plan.
- d) To change the default option from a money market fund to a balanced fund.

The parties further agree to:

- Provide information on video tapes that employees may take home to view
- Promote the toll-free phone and internet site of Fidelity investments
- Provide materials in English/Spanish
- Provide training to employees about this plan when they become eligible to participate.
- The Company agrees to hold orientation meetings and establish a special enrollment period to allow employees to realign their contributions.

Article 13

SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB)

(This Article is a North American subject)

This Article applies to the U.S. It is agreed that for CSCs, the qualifying events to make otherwise eligible employees entitled to SUB payments are technological change, the addition or removal of a major product line from the CSC, or the entire lay off of the CSC from receiving through shipping for at least five (5) consecutive work days.

Eligibility Requirements

Eligible employees shall be entitled to the Supplemental Unemployment Benefit Plan (SUB). The Plan provides compensation to an employee who experiences Short Term Lay Off and Long Term Lay Off for qualifying reasons and who the Company intends, at some future date to recall to employment. To receive such benefits, an employee's lay off must be the result of technological change, the addition or removal of a major product line from the Center, or the entire lay off of a department for at least five (5) consecutive work days.

To be eligible for SUB benefits, the following eligibility requirements must be met:

1. The employee must have six (6) months or more service;
2. The employee must have applied for and be signed up for State Unemployment Insurance Compensation, unless an employee does not have a sufficient period of employment or earnings covered by State Unemployment or has exhausted State Unemployment Benefits;
3. The employee must have satisfied a one (1) week SUB waiting period during the previous fifty-two (52) weeks (such week may be accumulated on a daily basis), such week unrelated to and independent of the State Unemployment waiting period;
4. The employee must be laid off and subject to recall;
5. The employee must request and not have exhausted benefits; and,
6. Employee must make application for SUB benefits within two (2) weeks after the week for which an employee is seeking a benefit and provide requested documents within established time frames.

Benefit Amount

After the one (1) week SUB waiting week period (which may be accumulated on a daily basis) is satisfied, the benefit shall be paid weekly and shall be of an amount that, when added to the employee's State Unemployment Insurance Benefit, will equal ninety percent (90%) of the employee's quarterly average to a maximum number of payments of twenty-six (26) such payments in any twelve (12) month period.

The parties agree that this Article supersedes any inconsistencies between this Article and the SUB Plan document and or SPD.

Article 14

HEALTH & SAFETY

(This Article is a North American subject (U.S.))

The Company shall make reasonable provision to assure the safety and health of employees during their hours of work. The Company and Worker's United Union are jointly responsible for the development of health and safety programs and strategies.

Health & Safety Committee

The Company and the Union will form a CSC Health & Safety Committee comprised of and co-chaired by both Union and Company representatives. Each facility, in their LSC, will determine the total number of representatives required and the goal will be to allow for a representative from each department or shift. This committee will meet monthly and both co-chairs shall be present at all meetings. Should there be a compelling reason to cancel these meetings, both co-chairs will meet to mutually discuss and make that decision. The Committee shall review relevant Company health and safety records and information, make constructive recommendations to the LSC to improve health and safety conditions and practices, and assist in developing and implementing Company training programs. Training programs shall include improving skills of the Health & Safety Committee to analyze data and to target prevention. The Health & Safety Committee will develop tools to measure the effectiveness of training initiatives and actions.

The co-chairs will also have the joint responsibility to report out on Health & Safety issues at employee meetings as well as reporting to the LSC on a quarterly basis.

The health and safety strategy will be part of the CSC's annual operating plan i.e. time for training, ergonomics mats or other safety supplies.

The parties shall jointly develop terms of office for Health & Safety Committee members to ensure continued leadership and participation. The LSC shall periodically review and evaluate committee membership, to ensure committee effectiveness, representative coverage from departments/shifts, and participation. The LSC will create ways to recognize participation in the Health & Safety Committee.

The LSC, with the Health & Safety Committee, is responsible and accountable for understanding and communicating the roles and responsibilities for Health and Safety for union leaders and management.

Ergonomics

The parties agree to partner in joint implementation of the Ergonomics Program. The CSC ergonomics team shall determine which jobs are having a high rate of injuries and target those jobs for reassessment of methods and workstations. Flex-Pac operations and other jobs that have had significant changes will be evaluated.

An established ergonomics program shall be conducted and reviewed at each distribution facility on an annual basis.

Stress management programs will be offered through the Employee Assistance Program.

Health & Safety materials shall be provided in both English and Spanish.

Health and Safety Training

No employee shall be assigned to any job for which he has not been adequately trained in the safe method and operation thereof. No

individual or team will be penalized for participating in health and safety activities.

Worker's Compensation

In addition, the parties agreed that the prevention of injuries and appropriate care for injured employees is one of our priorities. The Company's claims management philosophy is:

- Every employee is advised of and receives workers' compensation benefits due in a timely fashion in accordance with state workers' compensation statutes;
- All employees are assured of our commitment to return them health and work at the earliest possible date through medical case management;
- Every employee is advised of and clear about restricted duty policies;
- The third-party administrator reviews each claim for compensability and non-compensable claims are denied in accordance with state workers' compensation laws;
- Rehabilitation is aggressively pursued for injured employees who can become functional for a modified job or be retrained for alternative duties; and
- Claims are appropriately administered with a goal of minimizing litigation.

Above the CSC

Health and safety programs and initiatives entered into by the Company and the Union apply across locations, regions, or Company-wide, the parties may meet and determine how to allocate the cost of such development.

The Company agrees to continue funding the cost of annual Health & Safety training for Local Union Health & Safety leaders. Managers shall participate in the training. Sharing best practices should be part of the agenda at these trainings.

Wellness Committees

There will be a committee to cover the important topic of Wellness in each CSC.

Article 15 **DRUG AND ALCOHOL PROGRAM** *(This Article is a North American subject)*

The Company and the Union express their joint determination to deal cooperatively with the problem of substance abuse in the workplace. The following testing is in place to support this goal.

Testing methods will be determined by the Company with the Company utilizing national Department of Health and Human Services (HHS) drug testing guidelines and state standards related to alcohol intoxication as a reference. Testing refers to tests for both drugs and alcohol.

1. Testing in the event of any industrial accident or incident which causes injury, property damage, or production loss. The definition of property damage is a loss of \$500 or more incurred as a result of a single incident.
2. Testing for any person reporting a work-related injury that seeks outside medical treatment.
3. "Reasonable suspicion" is based on a belief that an employee is using or has used drugs or alcohol in violation of this Policy and is based on specific, objective, and articulable facts and reasonable inferences drawn from those facts based upon training and experience, but not limited to, the following:

- - Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to substance abuse.
- - Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- - Evidence that an employee or applicant has tampered with any substance abuse test during his or her pre-employment screening with the Company.
- - Information that an employee has caused an accident while at work, as outlined above.
- - Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the Company's vehicles, machinery, or equipment.
- - Behaviors must be observed by more than one member of management

Supervisors must be trained and said training curriculum must be provided to the union. Training must be annually refreshed and behaviors must be observed by more than one member of management.

4. Employees who voluntarily seek treatment in advance of any action by the Company for violation of the Substance Abuse Policy will not be disciplined.
5. A positive test result will be handled in accordance with the existing Company Rules and Regulations.
6. The Company and the Union shall jointly monitor the use of "last chance agreements" and address concerns about how they are utilized through a joint process.

Article 16
NEW WORK AND TECHNOLOGY SYSTEMS
(This Article is a North American subject)

Prior to the introduction of new technology or work system into the facility which displaces workers, the parties agree:

- To jointly examine options prior to the final decision and discuss the Union's role in technology introduction. The final decision regarding the introduction of technologies into the facility resides with the Company, except as otherwise agreed to or provided by the parties under the Partnership Agreement.
- To jointly plan to train workers so they can fill newly created jobs.
- To jointly plan to use attrition rather than lay off whenever possible to implement reductions.
- To jointly develop outplacement assistance where needed.
- The parties will jointly plan to address any additional classifications, departments or new regular job functions within a classification created by special projects, technological changes, or otherwise. The company agrees to offer current employees, on the basis of seniority, any permanent positions created as a result of special projects, technological changes or otherwise and provide training for such positions
- Workers will be notified as far in advance as possible of any new technology projects that may affect their work schedule. Prior to the introduction of new technology or work systems into the facility, the parties agree to inform the union as far in advance as practicable, but no less than 30 days in advance, of special projects and technological changes impacting the distribution center.

Article 17

WAGES

*(This Article is a North American subject,
with local issues as specifically provided.)*

Shift Differential

Shift differential is a local issue.

Wage Rates

1. The Company will establish the initial pay rate for new U.S. employees. After 60 days of employment, these employees will be paid the 60 day rate, and Maintenance Level 1 and 2 will be paid the 90 day rate after 90 days, as set forth in the table in paragraph 2A below.
 - a. All current active U.S. employees as of March 15, 2022 who were receiving the COVID hourly bonus shall maintain the \$2.00 per hour bonus as part of their hourly rate. All such employees who have completed 60 calendar days of employment on or before June 1, 2023, shall receive an increase of 2.3% to their base hourly wage on that date. All such employees who have completed less than 60 calendar days of employment as of that date, shall receive an increase of 2.3% to their base hourly wage from and after the day of completing 60 calendar days of employment.
 - b. All such employees who have completed 60 calendar days of employment on or before June 1, 2024, shall receive an increase of 2.3% to their base hourly wage on that date. All such employees who have completed less than 60 calendar days of employment as of that date, shall receive an increase of 2.3% to their base hourly wage from

and after the day of completing 60 calendar days of employment.

- c. **Wage Protection:** For all starting rate increases occurring after July 1, 2022, the parties agree that all existing permanent employees shall receive a concurrent raise (in addition to the contract raises above), not to annually exceed 20% of the starting wage increase or a maximum of \$0.25 per hour per contract year.
2. All wage rates in this North American Agreement will be applied as stated, notwithstanding and in lieu of any local agreement or practice concerning other wage rates or concerning the timing of wage adjustments.

(A) U.S. Facilities

All jobs/classifications will be assigned to one of the departments listed below. The U.S. classification-department breakdown is attached as Appendix 1.

The Company reserves the right to establish hire-in rates. However, upon completion of 60 days, newly hired employees shall receive an additional minimum wage increase of \$0.25/hour.

3. Employees who show up for work but who are involuntarily released before finishing fifty (50) percent of their scheduled shift will be paid fifty (50) percent of their scheduled shift.
4. At the discretion of the Company the 60 day rate may be increased in a location to attract and retain associates. Any active associates currently below the new 60 day rate would immediately be raised to the new 60 day rate.

The Union would be provided a 30 day notice before the implementation of any such change.

The Company agrees to maintain a hire rate to enable to minimum increase of \$0.25 an hour at 60 days.

Jobs With Premiums

U.S. Facilities

Employees regularly employed in certain jobs, including use of power equipment or warehouse support, which are specifically identified with asterisks in the attached Appendix 1, will receive a premium of \$.50 per hour. The premium rate will be retained by them until they are reassigned to a non-premium rate job. Employees assigned to perform those premium rate jobs will receive the premium for the time worked in those jobs. Employees will not be entitled to more than one premium for the same hours worked.

The Company agrees to pay TS training premium of \$1.50 per hour to TS associates selected by the agreed upon local process to provide training for an initial three week training period for newly hired TS associates. The TS Manager may approve an additional week of training if needed. The Company and Union agree that after this designated period, ongoing training is part of the job responsibilities and duties for individuals in the TS Department.

The Company agrees that, in the event of a retrofit in any of the existing facilities, to meet with the Union and evaluate equipment premium pay in accordance with job responsibilities and market conditions.

Existing employees who are awarded a Coordinator position will receive the greater of a \$2.00 increase to their existing pay or the existing 60 day rate.

Premium pay rates will be used in overtime calculations for employees working in premium pay jobs. Premium pay rates will be used for calculating PTO, vacation and holiday pay for employees regularly performing premium pay work consistent with past practice. Employees temporarily transferred or otherwise not regularly performing premium pay work will not have the premium used in calculating PTO, vacation or holiday pay.

Trainers in jobs with premium pay will be paid any training pay (amount to be determined locally) and the premium.

Annual Incentive Plan

LS&Co.'s Annual Incentive Plan (AIP) is an award plan that is designed to reward eligible employees for achieving business results as well as ensure that we win as a total company.

Eligibility

All employees who are hired before August 31st are eligible to participate, with the exception of the following:

- Part-time employees in the United States regularly scheduled to work less than 30 hours
- Temporary employees
- Associates who received a Final Warning during the fiscal year will be disqualified from receiving the Facility portion of the AIP.

AIP is paid out based on the fiscal calendar, December to November. It is also based on the employee being actively at work (paid or unpaid leave of absences are not included in the calculation).

Goals and Objectives

- Encourage eligible employees to work toward the achievement of LS&Co.'s overarching financial objectives of increased shareholder return.
- Recognize and reward performance.
- Provide a vehicle to share in success when financial and cost plans are met and exceeded.
- Drive behavior toward achievement of an individual employee's following Company rules and regulations.
- Help provide a competitive total compensation package for LS&Co. employees.

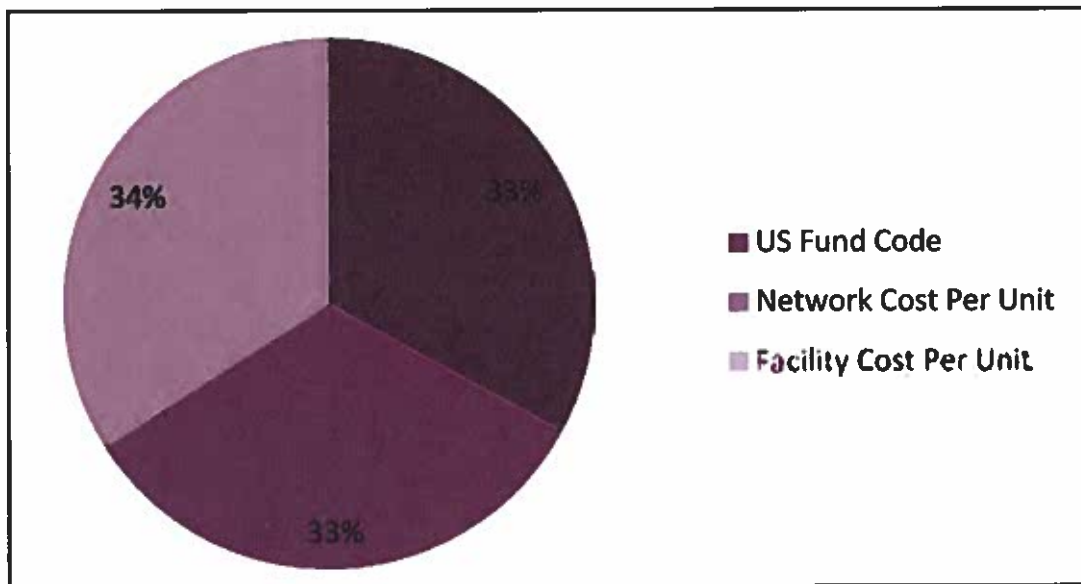
Timing of Awards

Financial business performance is measured either on an annual basis or on two, separate six-month periods in accordance with company's guidance at the beginning of each year, with AIP payouts made, depending on company performance, on an annual basis, typically in February of each year.

AIP Components

HOW AIP WORKS

Employees who are eligible to participate in the AIP will be assigned an incentive target that is 3% of their earnings for the fiscal year. There are three AIP components:



US Fund Code Performance (33% of your target incentive)

This financial performance component of your bonus has a payout range of 0%-200% of target. If US Fund Code is not being used in the year (for example in 2021, the company decided to set goals at the total company level in order to mitigate different level of COVID risks across the globe), then USCa cluster or total company unblended funding rate will be used (in that order). This component is based on key performance indicators (KPI) on the Income Statement and Balance Sheet, such as Net Revenue, Earnings before Interests and Taxes (EBIT) and Working Capital. Company may select different KPI's when setting the goals at beginning of each year to drive business focus as needed.

Cost Per Unit Metrics – Network (33% of your target incentive)

This component of the bonus is based on performance against the budgeted network cost per unit, with a payout range from 0% - 130%. Below is the funding scale. If the CPU is 90% of the budgeted CPU (i.e. 10% less the budget), this component will fund at its

maximum of 130%. When CPU exceeds 105% of the budgeted CPU, this component will not fund.

Funding Scale:

<u>Achievement (% of budgeted CPU)</u>	<u>Payout</u>
90%	130%
91%	127%
92%	124%
93%	121%
94%	118%
95%	115%
96%	112%
97%	109%
98%	106%
99%	103%
100%	100%
101%	96%
102%	92%
103%	88%
104%	84%
105%	80%
>105%	0%

Cost Per Unit Metrics – Facility (34% of your target incentive)

This component of the bonus is based on facility performance against the budgeted facility cost per unit, with a payout range from 0% -130%. Funding scale is the same as the Network.

Bereavement Pay (U.S. Only)

It is agreed that the Company will pay three (3) days Bereavement Pay without regard to the day upon which the funeral falls for death in the immediate family, defined as parent/designated parent, child,

step child, brother, sister, spouse, significant other, parents-in-law, grandparents, and grandchild. Local negotiations may provide for defining other relatives and paid time off due to the death of other family members.

Paid-Time Off

The parties agree that this subject is a local issue. Any local deliberations of the issue could be part of a reward or hours of work design. Any locally developed design should not adversely affect costs or productivity.

The parties agree to reopen one or all the local agreements for the sole purpose of addressing the implications of any federal paid sick leave law required for implementation during the life of this contract.

Article 18

PRODUCTION STANDARDS

(This Article is a North American Subject)

The parties recognize that reasonable production standards based on accepted principles and practices of industrial engineering involving time and motion studies may be established. Furthermore, the parties agree that said production standards may be modified given changes in methods, equipment, materials or conditions that give rise to modifications in standards.

The Company may establish disciplinary standards for employees who fail to meet production standards. An employee's performance relative to the production standard will be based on the most recent three (3) week period. An employee will be notified the first week that triggers a review and will be measured by that week and the next two weeks.

The Company will follow established progressive discipline for violations of the production standard. Discipline will be imposed if an employee fails to achieve 95% of the established standard. Effective 1/1/2020 (after a 'ramp up' period of six (6) weeks prior) discipline will be imposed if an employee fails to achieve 100% of the established standard in their home department.

Temporary transfers shall be made of department(s) with available employees. The Company shall determine the selection of employees to be temporarily transferred based upon, and in order of importance, qualifications to perform the work, followed by the seniority of the employees involved. For temporary transfers into Flex Pack, the employee must have been trained and worked in Flex Pack within the past year and be able to achieve the production standard of at least 75% with minimal refresher training if needed. For temporary transfers in all other job classifications, the employee must have been trained and/or worked the essential job functions of that job classification within the past three (3) years and be able to achieve the production standard of at least 80% with minimal refresher training if needed. The employee must meet the basic job qualifications. The Company shall solicit volunteers on a daily basis if needed.

Discipline issued for failure to meet productivity standards will remain in effect for eight (8) weeks provided the employee remains discipline free in the eight (8) weeks following that discipline. After eight (8) discipline free weeks, the discipline drops one level. After sixteen (16) discipline free weeks, all discipline for productivity will drop. Discipline issued for failure to meet productivity standards will not be cumulative with discipline issued for other rule violations or misconduct.

New or materially modified standards are subject to challenge within thirty (30) days of issuance or within six (6) months of issuance as part of a disciplinary challenge. Thereafter, any disciplinary challenge cannot include a challenge to those standards.

A disciplinary challenge will be governed by the time limits in the local contracts. Such challenges to the standard or discipline imposed will be processed through the grievance procedure in place in the respective local agreements of the parties.

Upon request, the Union shall be provided with information including, but not limited to, time and motion studies, allowance factors, methods, conditions, etc., used by the Company to establish (or modify) a production standard. Furthermore, the Union may, at its expense and with reasonable advance notice to the Company, conduct (or have conducted) time and motion studies of any disputed standard.

Prior to 1/1/2020 the union, at its own cost, can bring in an engineer to confirm standards.

In any challenge to the standard, the Union shall bear the burden of proof to establish the challenged rate created an unreasonable work load. While the arbitrator will have the authority to rule on whether a standard established created an unreasonable workload, the arbitrator will not have the authority to impose a new standard on the Company. Any standard(s) established will remain in effect during the time any grievance challenging the standard(s) is pending.

In challenges to discipline for failure to meet production standards, the Company shall bear the burden of proof to establish just cause for the discipline. In disciplinary cases, the arbitrator shall have the authority to reinstate and make whole a terminated employee, make whole a suspended employee and negate any discipline imposed upon such employees if the arbitrator finds there was no just cause for the discipline.

The current production standards will end when the new production standards are implemented.

On a one time only basis, the Company will drop all productivity-related discipline when the initial new standard methodology is implemented in an employee's job classification.

Article 19

TERM OF NORTH AMERICAN AGREEMENT AND LOCAL AGREEMENT ADDENDA

The Company and the Union have agreed to this North American Agreement, expires May 31, 2025.

Locally agreed terms will be addenda to this North American Agreement. Each Local addendum will be subject to the North American expiration date of May 31, 2025. If any local negotiation does not result in a final agreement, the unresolved local issues will be referred to the parties' North American representatives for resolution.

Work Stoppages (U.S.)

No Work Stoppages. During the term of this North American Agreement, the Union will not authorize, cause or engage in any strikes, work stoppages or slowdowns for any cause whatsoever, or any concerted effort or activity of any nature whatsoever resulting in interference with production, and any such activities shall be in violation of this Agreement.

No Lockouts. The Company will not cause or engage in any lockout of its employees during the term of this North American Agreement.

Union Responsibility. Should a strike, work stoppage, slowdown, or other interference with production occur in violation of this Agreement which is not caused, authorized, assisted, or recognized by the Union or its agents in any way, the Union shall not be liable to the Company for damages caused thereby, provided that the Union, upon notification by the Company of such violation, shall immediately issue a written statement to the employees participating

in such actions that these actions are not authorized by the Union and directing the employees to cease such actions and return to their respective jobs. The Union will report to the Company within twenty-four (24) hours after notification that it has taken this action to cause any such work stoppage to cease.

Discipline. The Company may discharge or otherwise discipline any employee (whether individually or in a group) who has violated this Agreement regarding work stoppages. Any employee so discharged or otherwise disciplined shall have recourse under any applicable grievance and arbitration procedures only as to the issue of fact as to whether or not the employee caused, instigated or participated in such violation. The parties agree that the fact that some employees and not all employees participating in the violation were discharged or otherwise disciplined shall not be held to be grounds for reinstatement or a reduction of the discipline imposed.

No Discussion of Dispute. Should there be a violation of this Agreement regarding work stoppages, there shall be no discussion or negotiation regarding any difference or dispute until normal work has been resumed, except by mutual agreement of the parties.

Scope of Pledges Against Work Stoppages. The parties agree that these provisions concerning work stoppages in the North American Agreement shall immediately upon ratification supersede any local agreement at any CSC, and shall continue to be binding and in

effect at all CSCs subject to this North American Agreement, regardless of whether any local agreement is reopened, subject to negotiation, or has expired without a new local agreement having taken effect.

The No Strike No Lockout provisions regarding work stoppages in this North American Agreement will be in effect and binding as to all CSCs covered by and subject to this North American Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by affixing the authorized signatures below:



In witness whereof the company and the Union have executed the Agreement by affixing their authorized signatures below:

Stephen Berube

Stephen Berube
SVP Global Dist. and Logistics Global Supply Chain

Johu Prendergast

John Prendergast
Vice President LSA Distribution

Mark Grouich

Mark Grouich
Director Distribution Operations - Canton

Tracie Weathersby

Tracie Weathersby
HR Manager, Canton

Brian K. Secrest

Brian Secrest
Director Distribution Operations - Hebron

Stacey Miller

Stacey Miller
HR Manager - Hebron

Ben Elwood

Ben Elwood
Director Distribution Operations - Henderson

Hazel Branch

Hazel Branch
HR Manager - Henderson

Brandy Grouich

Brandy Grouich
Manager - Global Security and Resiliency

Melody E. McClaine

Melody McClain
Benefits Program Sr. Manager

LaMetris Moore

LaMetris Moore
Human Resource Coordinator

Carla Lovely-Brown
Distribution Director Division, WSRJB

Lynne Fox

Lynne Fox
International President - Worker United

Kathy Manshew

Kathy Manshew
Manager Intl VP CMRJB/WU - Hebron

Annie Mack

Annie Mack
President - SRJB - L2550/WU - Canton

Pansy Lemon

Pansy Lemon
Vice President - SRJB - L2550/WU - Canton

Mitchel Montgomery

Mitchel Montgomery
Union Business Representative SRJB/WU - Canton

Chris Bauman

Chris Bauman
Regional Director Intl VP SRJB/WU - Canton

Karen Sharp

Karen Sharp
President - CMRJB L1899/WU - Hebron

Danny Baxter

Danny Baxter
Vice President - CMRJB L1899/WU - Hebron

Rachelle Wilson

Rachelle Wilson
Union Business Rep - CMRJB/WU - Hebron

Bernetha Brown

Bernetha Brown
District Director - L2550 WU

Betsy Negrette

Betsy Negrette
President - WSRJB L711/WU - Henderson

Ernesto Munoz

Ernesto Munoz
Sargent at Arms - WSRJB L711/WU - Henderson

Norma Johnson

Norma Johnson
Secretary - WSRJB L711/WU - Henderson

Appendix 1 – U.S. Facilities

Department	Hebron	Canton	Sky Harbor
Receiving	<ul style="list-style-type: none"> - Carton Breakdown - Palletization* - RAWS - Unload* - Turret/RC Truck* - Receiving Induction - Depot* 	<ul style="list-style-type: none"> - Carton Breakdown* - Receiving Freight Handler* - Hi-Lo* - Receiving Induction 	<ul style="list-style-type: none"> - CH-Receiving* - Carton Breakdown - Utility Operator
Shipping	<ul style="list-style-type: none"> - Load* 	<ul style="list-style-type: none"> - Scan Clerk* - Shipping Freight Handler* - Hostler* 	<ul style="list-style-type: none"> - CH-Shipping*
General Warehouse	<ul style="list-style-type: none"> - UWC - Sundries* - SAWS - Jackpot/At Once* - Sorter - Flexpack 	<ul style="list-style-type: none"> - At-Once* - Sorter Induction - Flexpack Operator - Flexpack Researcher* - UWC - SAWS - Sundries Freight Handler* - Building Services Attendant 	<ul style="list-style-type: none"> - CH-Flexpack - CH-Sundries Operator* - Flexpack - Sorter - SAWS - Audit Stockpick
Support	<ul style="list-style-type: none"> - Clerical** - Cyclic** 	<ul style="list-style-type: none"> - In-house Inventory Specialist** - WH Coordinator** - Lot Management Clerk** - Cyclic Controller** 	<ul style="list-style-type: none"> - Consumer Returns Analyst** - Warehouse Support 2** - Cycle Count Associate**
Maintenance - Level 1	Mechanic	Technician 1 Technician 2	Technician
Maintenance - Level 2	Technician	Technician 3 Technician 4	Facilities Maintenance

*eligible for shipping/power equipment premium

**eligible for warehouse support premium

Note: Individuals in trainer roles will continue to receive premium pay per the guidelines out-lined in the local agreements.

The Company and the Union agree to retain and date for historical record the following side letter:

SIDE LETTER – LEVI STRAUSS & CO. HEBRON

The Parties agree to the following for Hebron:

1. The Company agrees that it will not propose the elimination of the “earned hour” benefit in the 2007 local Hebron negotiations.
2. Following ratification of this North American Agreement, the parties agree that jobs which have been designated as premium jobs will be bid and filled according to the provisions of each local agreement. It is further agreed, however, that employees who, at ratification, hold a job which is designated as a premium job, will not have their job put up for bid unless there is a permanent vacancy, e.g., as a result of said employees leaving as a result of a separation buyout, bidding to another job, etc.

The Company and the Union agree to retain and date for the historical record the following side letter:

**Levi Strauss & Co.
Voluntary Separation and Buyout Program (U.S.)**

The Company will provide a voluntary separation and buyout program to employees in all facilities, U.S. In return for voluntary separation from employment, eligible employees choosing to take advantage of the program will receive (less applicable withholdings) a payment based on the following schedule. Seniority is measured from your most recent hire date and is measured as of date of ratification.

0 - 6 months seniority:	\$3,500
6 - 24 months seniority:	\$7,000
24+ months seniority:	\$10,000 lump sum or 2 weeks pay (80 hours at current base pay, not including protected, red circled or grandfathered amounts) per complete year of continuous service, whichever is greater. Base pay is defined as the top of the wage scale progression (or the progression level the employee is paid on June 30, 2007). Employees electing the buyout still will be eligible for the buyout of protected, red-circled or grandfathered pay described in the Seniority Based provision.

The program is open to all employees. Payments will be made in U.S. dollars.

The following process and conditions apply to the program:

- This program applies to employees employed on the date of ratification of the agreement.
- Within 30 days after ratification of the North American Agreement, the Company will provide a seven (7) day window period during which interested employees may elect to participate. Interested employees will complete a form indicating their election to participate and must provide it to the CSC HR Manager by the close of the window period. This election is irrevocable. Employees with less than two years seniority must elect the buyout or transition pay; they cannot receive both.
- The Company will determine how many employees have elected to participate by job classification, and how many employees may separate from job classifications on what dates.
 - The dates of separation by job classification will be posted for a period of seven (7) days. Employees who have elected to participate in the program may select or volunteer for listed separation dates in their job classification by signing up on the posted sheet.
 - If there are more volunteers for a specific date and job classification than can be released, based on the Company's decision regarding staffing needs, selection will be based on Company seniority. Employees who cannot be released on the date they selected will be pooled with employees who signed for the next available date in that job classification, and considered for separation on that date by the same process.
 - If there are fewer volunteers for a separation date in a job classification than the number that could be released, based on the Company's decisions

regarding staffing needs, the remaining slots for that date and job classification will be selected in reverse Company seniority from the employees who elected the buyout but may have signed for a different date.

- All individuals who have elected the buyout will be released by December 31, 2007.
- If an otherwise eligible employee elects to participate and receives a scheduled separation date, to remain qualified to receive benefits under the program the employee must remain employed until released by the Company without being separated for cause.
- The buyout payment is conditioned on the participating employee signing a General Release.
- Employees with less than two years of service as of June 30, 2007 who elect the buyout will keep their current wage rate in effect on the date of ratification until released.

MEMORANDUM OF AGREEMENT

The Company has initiated a long-term strategic plan to retrofit the US CSCs with new material handling equipment (MHE) and a new warehouse management system (WMS). The Company and the Union have agreed to establish a Joint Task to minimize the challenges, stress, and uncertainty that accompany such a significant change.

The goal of this task force will be to deliver timely solutions for immediate Sky Harbor project needs within the established timeline, while also ensuring these proposals can be roll-out in each subsequent retrofit CSC.

This task force will allow Company and Union representatives from the US CSCs to partner in the development of solutions and proposals for open discussions regarding specific Sky Harbor Retrofit activities and to support a smooth transition at all three (3) US CSC.

This Task Force members shall develop and adopt a charter reflecting goals and objectives that furthers these goals while respecting the parties' current agreements.

This Task force shall provide reports and recommendations to the North American Council for their consideration on a timely, periodic basis.

Educational Assistance

The company will provide a tuition reimbursement program to support professional/career growth and/or “trade-related” education.

Eligibility

- Individual must be working at LS&Co. for six months or more as a fulltime employee.
- Employee must have good job performance, evidence by no active 2nd or final improvement notices, good attendance record, and employee involvement is preferred.
- Employee must be enrolled in an accredited institution.
- Course must be scheduled outside of the employee’s normal work schedule and not interfere with his/her job performance.
- Course/class must be:
 - o Related to job performance
 - o Applicable to the current job
 - o Applicable to the next career step within LS&Co.
- Employee must initially pay for course/class out of pocket. (Employees receiving scholarships and/or grants of any source are eligible for tuition assistance for the portion that exceeds the grant.)
- Employee must successfully complete course/class and provide documentation of a passing grade (“C” or better).
- Employee must, submit completed application at least 30 days before the start of course/class for Company approval.

Program Benefit

1. Employee may receive a maximum tuition reimbursement of 80%, up to \$1000.00 per course. The employee is financially responsible for tuition exceeding \$1000.00. Note: Books, supplies, tools,

parking fees, and other related costs are ineligible for reimbursement.

2. Employee may receive reimbursement up to two (2) courses in a fiscal year.
3. Total Tuition Reimbursements per U.S. facility may not exceed \$25,000 budget per fiscal year. Reimbursement is subject to first come, first served basis until fiscal budget is depleted.

Procedure

1. Request application form from Human Resources.
2. Submit completed application, along with documentation of payment and course/class grade, to local Human Resources within 90 days of completing course/class. Note: failure to include necessary documentation will delay reimbursement or result in non-reimbursement.
3. Approval of tuition reimbursement will be determined within 30 days.
4. Upon approval, reimbursement will be issued as soon as reasonably possible.

Reimbursement determination is at sole discretion of Human Resources and the Facility Director's discretion. Each submission will be reviewed on a case by case basis. Appeal process is the V.P. of Distribution for final determination.

Completion of program does not guarantee a job promotion or wage increase. However, LS&Co. will give consideration for employees who have completed programs and shown self-improvement initiative.

10-18-12

Memorandum of Understanding

The parties agree to work together to address the serious problem of regular full time employees working less than the hours that should be available to them through their established work schedules. This will be done within the framework of the LSC of each CSC. The Company will establish metrics for each CSC that will be maintained by the Company and reviewed on a regular basis by each LSC. The parties will develop jointly tactics and strategies to accomplish the objective of full work weeks for regular full time employees. Additionally should there be unexpected retrofit issues related to the use of temporary workers or the percentage amount of temporary workers utilized, the LSC will address these as well. Each LSC shall provide regular updates to the North American Steering Committee and the North American Council on these issues. If an LSC cannot develop consensus regarding resolution of an issue or issues, the matter will be referred for resolution to Stephen Berube (VP of Distribution, Levi Strauss & Co.) and Lynne Fox (International President, Workers United).

Side Letter: Training Task Force

The Company and the Union will form a Training Task Force committee comprised of and co-chaired by both Union and Company representatives; having joint responsibility for the design/development and implementation of training programs to be reviewed at the NAC. Some criteria identified:

- Creation of team charter
- Criteria/clarification around training programs
- Focus on consistency & sustainability in all departments/ job class across the Network as primary source
- Determine best practices from each site in Network
- Facility specific training to be determined in LSCs (must stay true to the determined Network programs) for more comprehensive instruction/training
- Determine metrics and report/review to appropriate leadership
- Retain a budget to support the initiative

Side Letter: Part-time/Seasonal Employee Pilot Program

The usage of an additional workforce shall be established and administered at each Local LSC, including but not limited to duration, hours, schedules, and daily layoffs. An agreement of part time/seasonal employees will be established at the LSC within 30 days of ratification of this contract. If an agreement can not be reached the issue will be resolved within 14 days by:

- Step 1. Affiliate leaders and above site designee by Company.
- Step 2. Lynne and Steve

Following implementation, future issues or concerns with the Pilot Program shall be addressed at the LSC's. If no resolution is reached the parties will revert to the order of Step 1 and 2, mentioned above.

When the Company is utilizing PT or seasonal employees all regular FT employees shall be guaranteed regular full time work week schedules with any overtime opportunities being offered to regular FT employees before overtime is offered to PT or seasonal workers. The number of such an additional workforce shall not exceed 15% of total hours worked based upon a half year look back for the determination of the hours worked.

The local LSC will be responsible for determining hours of work, reduction in force, and bidding procedures involving part time employees.

Company shall provide, upon request, the Union with the list of names, hire date, department, shift and total accumulated hours worked in the calendar year for each such employee.

Part time/seasonal workers shall be entitled to certain benefits:

- Core stream (Legal Program, discount program (ee paid benefit))
- Red Tab Assistance

- Employee Discount
- Employee Continued education
- 30 hours/wk with year lookback
- STD covered under applicable state plans
- Basic Life and AD&D - \$20,000.00
- 401 K equivalent to Article 12 of NA Agreement
- Vigilant On-site Health clinic access

Side Letter: Attendance Policy

An incident (or an absence) is any failure to work each shift, as scheduled, except as provided for in this policy. Incidents are calculated on a rolling twelve (12) month basis using the past active twelve (12) months.

Employees who are unable to report for work, as scheduled, must notify their supervisor or member of management within one hour after the scheduled start time. Failure to do so may result in the discipline described below:

One failure to call in twelve months	First Improvement Notice
Two failures to call in twelve months	Final Second Improvement Notice
Three failures to call in twelve months	Final Improvement Notice
Four failures to call in twelve months	Will result in termination

Failure to call-in an absence for three (3) consecutive days will be considered voluntary resignation.

Each absence will count as a full incident. Tardy and Partials will be counted as a ½ incident. Working less than half the scheduled shift will count as a full incident, (Ex: less than four (4) hours worked on an eight (8) hour shift or less than five (5) hours worked on a ten (10) hour shift will count as a full incident). A Non-FMLA leave of absence will be counted as one (1) incident. Multiple consecutive absence days that are documented as an occurring due to a personal illness, or illness in the employee's immediate family, will be counted as one (1) incident. The employee must bring documentation, no later than the first day of return.

Numbers of attendance incidents resulting in progressive discipline are as follows:

Three (3) incidents in 12 months	First Improvement Notice
Six (6) incidents in 12 months	Second Improvement Notice
Nine (9) incidents in 12 months	Final Improvement Notice
Twelve (12) incidents in 12 months	Will result in Termination

The earliest attendance points on an employee's attendance record shall not be considered for purposes of progressive discipline following each period of sixty (60) calendar days where an employee has not had an occasion or incidence of absence.

All employees must notify their supervisor/Manager prior to leaving the property during the shift. The exception to this rule is the non-paid lunch period. Failure to notify the Supervisor/Manager of leaving the property during the shift will be considered as walking off the job and may result in immediate suspension, pending discharge.

There is no clocking in grace period. Employees without a badge must sign in and show a picture I.D. at the guard desk. The sign in time will be the clock-in time.

Disciplinary notices shall not be used for purposes of future discipline, following 12 (twelve) months of the issuance of such discipline. (All discipline rolls-off after 12 (twelve) months).

The following will not count as an incident:

1. Holidays
 2. Vacations, Bereavement Leave, and Jury Duty, (when all conditions relating to the approval of these leaves are met)
 3. Personal Leave of Absence that is prearranged with their Supervisor/Manager and approved by Human Resource.
 4. Military Leave
 5. Layoff
 6. Mandatory Court Appearances, (except when court appearance is a result of Employee's actions, pending circumstances with regard to employee's immediate situation or past history).
 7. Medical Leave of Absence and Family Leave of Absence when confirmed by medical certification
 8. LWL's / DWB's / VTO's
 9. Workman's Compensation
 10. Transportation to a medical facility. by emergency vehicle (i.e. ambulance, fire truck) with documentation from medical provider for the day of transport.
- COVID related absences – an employee diagnosed with COVID-19 or an employee who is quarantining at the direction of the company, shall not be charged with an attendance incidence

Side Letter: Earned Hour

Employees, who achieve one (1) week of perfect attendance of scheduled work time, will earn a one (1) hour credit to be used as paid time off at a later time. Ground rules for the administration of earned time are:

1. Employees on second (written) or final written warning status for attendance are not eligible for earned credit.
2. Employees laid off for an entire work week are not eligible for earned credit.
3. Any time missed for any reason during a work week will result in an employee not earning credit for that work week, with the exception of absences caused by Jury Duty, Bereavement Leave, and legally required court appearances.
4. Credit for paid time off will be accumulated and added to the employees vacation bank hours after the end of the pay period.

Such earned time may be used by employees and administered like hourly vacation time by employees as paid time off.

Subsequent clarifications:

Employees must work all hours scheduled for the week. Employees who flex their schedules due to unforeseen circumstances are ineligible for the perfect attendance award. This is also true when the supervisor approves vacation pay for these unforeseen circumstances.

Employees, who are out all week due to vacation, FMLA, holiday, bereavement, LWL, lay-off, any leave, or any combination of these reasons, are not eligible.

Included in the “exceptions” in point number 3, above, are scheduled, pre-approved vacation, and LWL. Pre-approved is

defined as approved by the advisor before the end of previous day's shift.

Vacation time/pay requested for the same day will result in an employee not earning perfect attendance bonus for that week, even if approved for pay by the supervisor.

Earned Hour will be retained for the life of the Collective Bargaining Agreement.

20/25 Rule

An agreement concerning the 20/25 rule will be established at the LSC within 30 days of ratification of this contract. If an agreement cannot be reached, the issue will be resolved within 14 days by a predetermined agreed process.

NOTES