

A G R E E M E N T

Between

**Veritiv
(Portland, Oregon)**

and

TEAMSTERS LOCAL UNION NO. 206

For the Period

August 1, 2020 - July 31, 2023

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I - UNION SECURITY.....	1
ARTICLE 2 - DISCHARGE OR SUSPENSION	3
ARTICLE 3 - HOLIDAYS	4
ARTICLE 4 - VACATIONS.....	4
ARTICLE 5 - HANDICAPPED EMPLOYEES	5
ARTICLE 6 - PAY DAYS.....	5
ARTICLE 7 - OTHER JOB ASSIGNMENTS	6
ARTICLE 8 - MAINTENANCE OF CONDITIONS	6
ARTICLE 9 - WORKWEEK AND OVERTIME.....	6
ARTICLE 10 - SENIORITY.....	8
ARTICLE 11 - WAGES	10
ARTICLE 12 - HEALTH AND WELFARE.....	10
ARTICLE 13 - PENSION PLAN.....	11
ARTICLE 14 - PICKET LINES.....	12
ARTICLE 15 - REST PERIODS.....	13
ARTICLE 16 - GRIEVANCE PROCEDURE.....	13
ARTICLE 17 - SAFETY	15
ARTICLE 18 - COMPENSATION CLAIMS	15
ARTICLE 19 - INSPECTION PRIVILEGES	15
ARTICLE 20 - MOONLIGHTING.....	15
ARTICLE 21 - ACCIDENTS	15
ARTICLE 22 - SAVINGS CLAUSE.....	16
ARTICLE 23 - CLAIMS	16
ARTICLE 24 - SICK LEAVE/INJURY	16
ARTICLE 25 - LEAVE OF ABSENCE	17
ARTICLE 26 - EMPLOYMENT AGENCY FEES	17
ARTICLE 27 - FUNERAL LEAVE.....	17
ARTICLE 28 - SHOP STEWARDS.....	18
ARTICLE 29 - JURY DUTY.....	18
ARTICLE 30 - ALCOHOL AND DRUG ABUSE.....	18
ARTICLE 31 - EQUIPMENT	18
ARTICLE 32 - MISCELLANEOUS	19
ARTICLE 33 - MILITARY CLAUSE.....	19

ARTICLE 34 - PASSENGERS.....	19
ARTICLE 35 - POSTING OF AGREEMENT: BULLETIN BOARDS	19
ARTICLE 36 - EXAMINATIONS AND IDENTIFICATIONS.....	19
ARTICLE 37 - NEW EQUIPMENT	20
ARTICLE 38 - SUBCONTRACTING	20
ARTICLE 39 - COMPANY 401 K.....	20
ARTICLE 40 - EXPENSES ON THE ROAD.....	20
ARTICLE 41 - RULES.....	21
ARTICLE 42 - BID PROCEDURES.....	21
ARTICLE 43 - COMPLETE AGREEMENT.....	21
ARTICLE 44 - DURATION OF AGREEMENT	22
LETTER OF INTENT – “KITTING”.....	23

AGREEMENT
between
Veritiv - Portland
and
TEAMSTERS LOCAL UNION NO. 206

THIS AGREEMENT, made and entered into this 21st day of September, 2020, as of August 1, 2020 by and between Veritiv Operating Company – Portland, Employer, and TEAMSTERS LOCAL UNION NO. 206, affiliated with the International Brotherhood of Teamsters for the period from August 1, 2020, through July 31, 2023. This Agreement is made and entered into for the purpose of fixing the wage scale, schedule of hours and general rules and regulations affecting the employees represented by Teamsters Local Union No. 206.

ARTICLE 1 - UNION SECURITY

Section 1. The Employer recognizes the Union as the sole collective bargaining agent for employees employed in job classifications covered by this Agreement.

Section 2. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall immediately after the thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall immediately after the thirtieth day following the beginning of such employment become and remain members in good standing in the Union.

Only bargaining unit employees shall do bargaining unit work. Under normal operating conditions, the Company does not intend to have its Supervisors performing bargaining unit work. Such action will only occur on an emergency basis with the sole purpose to satisfy a customer's needs. Such work will be incidental and only when there are no bargaining unit members available.

A member in good standing shall be defined as an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union.

Upon written notice from the Union of the failure on the part of any employee to tender initiation fees and dues as above required, the Employer shall, within three (3) working days of such notice, discharge said employee.

Section 3. The Employer agrees to notify the Union within seven (7) working days of the date of the first employment of any employee subject to this Agreement, of the name of such employee, his or her social security number, the position for which employed, and the date of first employment.

It is the employee's responsibility to keep the Company informed as to their current address and phone number, while actively employed as well as on layoff status or leave of absence.

Section 4a. Dues Check-Off: The Employer agrees to deduct from the pay of all employees covered by this Agreement, the dues and/or uniform assessment of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. The Union will provide for the use of EFT (electronic funds transfer) for the payment of dues. Union dues deductions shall be made from vacation checks when employees are on vacation during the week in which such Union dues deductions are made. Where law requires written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made, or who has no earnings or insufficient earnings during the week or is on leave of absence, the employee must make arrangements with the Union to pay such dues in advance. Dues will be deducted the first (1st) two pay periods each month and payment will be remitted to the Local Union prior to the end of the same month, and the Union shall invoice the Company on a monthly basis. The Union will send a billing to clear up any past due amounts.

Section 4b. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's cost for the expenses incurred in administering the weekly payroll deduction plan.

Section 5. The Employer, in order to maintain the best operating efficiency, reserves the right to transfer employees from department to department or job to job for purposes of completing a shift, vacation relief, covering absences, fill-in work or temporary fluctuations in workload provided they are qualified to safely perform the work. The Employer acknowledges that this provision is not intended to dilute the work content normally performed by the respective bargaining units.

The above language supersedes all existing language, position statements, special agreements, letters of instruction, grievance answers, arbitration awards or any other source related to jurisdictional work assignments.

The Company agrees that no employee will be laid off, terminated or suffer a reduction in wage rate as a result of the implementation of this provision.

Section 6. In the event there is a lawful, economic or unfair labor practice strike at a Veritiv customer location, Veritiv drivers may refuse to cross the picket line. In order to ensure the needs of customers are met, the Union agrees to notify the Employer, in writing or electronically (email, text, etc.) and as soon as administratively feasible, of any primary picket line sanctioned by Joint Council 37, if an employee is going to refuse to cross a bona fide picket line. The company may use supervisory employees or delivery service to service the customers.

ARTICLE 2 - DISCHARGE OR SUSPENSION

Section 1. No employee shall be discharged or discriminated against from upholding Union principles or for serving on a Union committee, and any employee who works under the instruction of the Union shall not lose their position or be discriminated against for this reason provided there is no interference with work. (This clause shall not be construed to include a no-strike pledge). The Employer may discharge or suspend any employee for just cause, but no employee shall be discharged or suspended unless a written warning notice shall previously have been given to such employee of a complaint against him or her concerning his or her work or conduct, except that warning notices are not necessary for grounds such as dishonesty, theft, recklessness, fighting on company premises, gross insubordination, carrying unauthorized passengers while operating Employer's vehicles, possession, sale, use, or under the influence of drugs or narcotics or alcohol while on duty, or other cause of equal seriousness. Such discharges or suspensions must be executed within seven (7) working days of the Employer gaining knowledge of the occurrence of the incident forming the grounds. The seven (7) working day period may be extended by mutual agreement between the Union and the Company on a case-by-case basis. In incidents involving a criminal investigation these time limits shall be waived until the conclusion of that investigation.

Section 2. No such warning notice shall remain in effect for a period of more than twelve (12) months. When an Employer issues a warning notice, it must be within seven (7) working days of the day the Company first has knowledge of the complaint giving rise to the warning notice; otherwise, the warning notice will be disallowed. A copy of such warning notice shall be given to the Local Union and the employee involved.

Section 3. An employee may request an investigation of his or her discharge or suspension or any warning notice, and the Union shall have the right to protest any such discharge, suspension or warning notice. Any such protest shall be presented to the Employer in writing within seven (7) working days after the discharge, suspension or warning notice; and if not presented within such period, the right to protest shall be waived.

Section 4. The Employer shall give to a discharged or suspended employee a written notice of termination or suspension. Written notice may be delayed up to three (3) working days of such action, involving circumstances requiring immediate removal of an employee from the workplace. A copy of said notice will be provided to the Local.

Section 5. The Company and the Union shall cooperate in implementing the policies of applicable federal, state and local laws and regulations prohibiting discrimination for or against any employee with respect to race, ethnicity, color, creed, religion, sex, sexual orientation, gender identity or expression, genetic information, age, national origin, ancestry, physical handicap, mental deficiency, medical condition, marital status, or any other classification protected by law. Similarly, these considerations will be applied to Vietnam era veterans. The Company and the Union also agree to take whatever action is necessary to comply with the Americans with Disabilities Act and will comply with the Family and Medical Leave Act and the Oregon Family Leave Act.

Section 6. The Company and the Union agree that it may be necessary for the Company to undertake investigations which could involve the use of hidden surveillance cameras and/or undercover investigators and/or such other means or devices deemed necessary by the Company.

The Company reserves the right to install any such devices including, but not limited to, truck monitoring devices, and/or hidden cameras and/or to use such means deemed necessary by the Company, including but not limited to the use of undercover investigators. If the use of any surveillance information can lead to discipline, the Company will share the relevant information with the Union Representative and will provide copies of the tapes and investigative reports prior to taking final disciplinary action. If employees are found to have engaged in misconduct as a result of such investigation, discipline up to and including discharge pursuant to the provisions of the Labor Agreement will be imposed.

The Company further agrees that it will not engage in or direct any surveillance and/or undercover investigation in any areas where the employee has a reasonable expectation of privacy (e.g. lockers, bathrooms, personal effects, vehicles) unless the Company has probable cause to suspect that the employee(s) has been or is engaging in violations of law or rules.

ARTICLE 3 - HOLIDAYS

Section 1. The following days shall be considered holidays with a full day's pay, even though not worked, regardless of the day of the week said holiday falls for all eligible employees herein covered: January 1st, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day After Thanksgiving, December 24th, and Christmas Day.

Section 2. Management reserves the right, prior to January 15 of each calendar year, to adjust the holiday schedule for New Year's Day, Independence Day, Christmas Eve, and Christmas Day, as needed to meet customer needs. This adjustment to the holiday schedule could include the movement of a stated holiday to a floating holiday day.

Section 3. To be eligible for holiday pay, the employee must work the scheduled shift, including required overtime, on his or her last scheduled workday before and the first scheduled work day after the holiday unless excused by the Employer.

Section 4. Employees ordered to report for work on holidays shall receive a minimum of four (4) hours pay. If required to work more than four (4) hours, they shall receive eight (8) hours pay. All work performed on holidays shall be paid at their regular hourly rate in addition to the holiday pay.

ARTICLE 4 - VACATIONS

Section 1. Any employee who has worked one (1) year shall be entitled to one (1) week's vacation with full pay at his or her normal shift rate. Any employee who has worked two (2) years for the Employer shall be entitled to two (2) weeks vacation with full pay at his or her normal shift rate. Any employee who has worked seven (7) years for the Employer shall be entitled to three (3) weeks vacation with full pay at his or her normal shift rate. Any employee who has been in the employ of the Company for fourteen (14) years or longer shall be granted four (4) weeks vacation with full pay at his or her normal shift rate. Any employee who has worked twenty (20) years or longer shall be granted five (5) weeks vacation with full pay at his or her normal shift rate.

If a holiday occurs during vacation, employees shall, at the option of the Employer, receive an additional day's pay or an extra day of vacation.

Section 2. The amount of vacation pay will be forty (40) hours pay at the current wage rate, including any applicable shift differential, for each week of vacation.

Section 3. Pro-Rated Vacation: In the event of termination of employment in any period, vacations shall be pro-rated for time worked (straight time hours only). Pro-rata vacation shall be calculated for 1/52nd of the straight time hours worked.

Section 4. Employees will schedule vacation time by seniority on their shift. By this seniority, each employee will schedule all the weeks of their vacation within a 48 hour (2 working days) period. Vacation schedules will be opened by January 15 and completed by March 1 of each year. After March 1 each year, available weeks will be awarded by seniority, except there will be no bumping of junior employees with full weeks scheduled. The period in which an employee can use their vacation will be from the nearest Monday to March 1 to the nearest Monday to March 1 the following year.

Following completion of full week scheduling, employees with a week remaining to be scheduled may schedule such week by single days. Such schedule may be arranged between March 2 and April 30 each year by seniority and based on proper manning of the operation. From May 1 until December 31, individual days will be scheduled by request. There will be no bumping after April 30. Single day scheduling will require forty-eight hours notice and supervision will have the discretion based on business needs.

The Company may impose restrictions limiting the number of employees on vacation during specific weeks, as needed for physical inventory or operational changes, and will be based on business needs and communicated during the scheduling time frames.

Vacation allowances will be set such that unless and until the active headcount on either shift reaches fourteen (14) employees, one (1) employee will be scheduled off during each shift in a specific week. If and when the active employee population on either shift reaches fourteen (14) or more, the annual scheduling process will allow for two (2) employees on the shift to be scheduled off on vacation at the same time. These allowances will include both full week and single day vacations.

When an employee is scheduled for vacation, the employee will be allowed to leave at the end of the last scheduled shift before vacation, if approval has been received from the supervisor at least 48 hours before the beginning of the last scheduled shift.

Section 5. During periods of vacation relief, a Portland-based driver with Local 162 will service the Albany/Corvallis market.

ARTICLE 5 - HANDICAPPED EMPLOYEES

Any employee whose earning capacity is limited because of mental or physical handicap may be employed at light work at a wage subject to the approval of the Employer and the Union.

ARTICLE 6 - PAY DAYS

Employees shall be paid bi-weekly, payable on Friday for the two weeks ended the prior week. When the regular payday falls on a bank holiday, the preceding workday shall be pay day. The

Employer shall provide each employee with access to an itemized statement of earnings and deductions specifying hours paid, straight-time and overtime, vacation pay, holiday pay, and other compensation payable to the employee, which is involved in the check. Within 60 days of ratification of this agreement, all employees will enroll in direct deposit for payroll processing.

Regarding paydays, and payroll, once an employee has submitted their time card, the manager will review and make appropriate changes to ensure that payroll is accurate. If any changes or corrections are made, a copy of the revised time card will be provided to the employee.

ARTICLE 7 - OTHER JOB ASSIGNMENTS

Whenever an employee is temporarily assigned to a lower paid job, he or she shall continue to receive the rate of his or her regular job classification. Whenever an employee is temporarily assigned to a higher paid job for more than twenty-five percent (25%) of his or her shift, he or she shall receive the rate of the higher paid job for the entire shift. Such employees may be returned to the lower wage when returning to the lower rated type of work. During those instances where extra manpower is needed on a shift and members of IBT Local No. 162 are available, they will be allowed to perform warehouse bargaining unit work, unless there is a warehouseman on layoff status or the work performed affects warehouse overtime.

Cross over of work: The Company will make every effort to ensure that employees in the appropriate bargaining units perform that bargaining unit's work. However, the Company may utilize members of Local 162 (drivers) or Local 206 (warehouse) to perform Local 162 or Local 206 bargaining unit work on a limited basis providing that all members are scheduled to work full time that day, and no employees are laid off in either unit. This provision shall not be used to erode the current configuration of both bargaining units or to cause a reduction in either bargaining unit's work. The Company agrees to provide to the Unions, upon request, information regarding the performance of crossover work. Employees performing cross over work shall receive their regular hourly rate of pay and benefits. This provision shall not be used to deprive Local 162 or Local 206 members of their regular overtime opportunities, provided a Local 162 or 206 bargaining unit employee is readily available to perform the respective bargaining unit's overtime work.

ARTICLE 8 - MAINTENANCE OF CONDITIONS

No employee shall suffer any reduction in wages through the signing of this Agreement. Any employee already receiving more than the minimum set forth for their classification shall not receive a reduction as a result of this Agreement. The wage increases of this Contract shall be added to the wage scale of any employee being paid a wage scale higher than the preceding Contract. This shall not prevent an Employer from temporarily paying an employee over scale, provided the Employer notifies the Union in advance of the employee, the amount, and the period involved.

ARTICLE 9 - WORKWEEK AND OVERTIME

Section 1. Eight (8) hours shall constitute a day's work (exclusive of meal periods) and forty (40) hours shall constitute a week's work, Monday through Friday inclusive, or Tuesday through Saturday, inclusive. The Tuesday through Saturday shift shall be limited to no more than twenty percent (20%) of the work force following standard seniority rules to do normal business work, i.e., the work week shall be bid by seniority.

The Employer may establish a workweek that consists of four (4) / ten (10) hours days. Employees who work four (4) / ten (10) hour days shall receive up to three (3) days off; two of these days will be Saturday and Sunday.

During holiday weeks, four (4) / ten (10) hour employees may have their workweek changed for that week to five (5) / eight (8) hour days. Holiday pay will be eight (8) hours on a five (5) / eight (8) schedule; and ten (10) hours if employee remains on four (4) / ten (10) shift. Notice of change from a four (4) / ten (10) schedule to a five (5) / eight (8) schedule shall be given to an employee no less than two (2) weeks prior to the holiday week.

The job shall not go unattended and reverse seniority will apply. All hours over forty (40) per week, shall be paid at the rate of one and one-half (1 1/2) times the regular straight time rate of pay. Paid time off, in accordance with the provisions in the Agreement shall be counted as hours worked when calculating overtime, except for sick leave and unplanned vacation. Daily hours, in excess of eight (8) per day, shall be paid at the overtime rate of one and one-half (1 1/2) times the regular straight time rate for all hours worked in excess of eight (8) when the employee is not afforded the opportunity to work all of his/her scheduled work week by Company action of layoff, due to lack of work, or other conditions beyond the control of the Company, such as power failures, fires, floods or similar causes. Drivers based in Eugene will be guaranteed a minimum of four (4) hours per work day and thirty (30) hours per work week. All overtime compensated on a workday basis, however, shall not again be counted on a workweek basis. The Employer will give as much advance notice of needed overtime work as is reasonably possible under the circumstances.

Section 2. All employees ordered to report to work shall receive a minimum of four (4) hours pay, unless notified at least six (6) hours prior to their start time that there is not work available; and if required to work more than four (4) hours, shall receive a minimum of eight (8) hours pay. Employees called back to work after the completion of their day's shift shall receive not less than four (4) hours.

Section 3. An employee who is required to start work between the hours of 4:00 a.m. and noon shall receive the rates shown herein under Article 11. An employee who is required to start work between the hours of noon and 8:00 p.m. shall receive a shift differential of thirty -one cents (\$0.31) per hour. An employee who is required to start work between the hours of 8:00 p.m. and 4:00 a.m. shall receive a shift differential of forty cents (\$0.40) per hour. The starting time determines the rate for the entire shift.

Effective August 1, 2018, the shift differentials will be raised to thirty-two cents (\$0.32) per hour for those employees who are required to start work between the hours of noon and 8:00 pm, and forty-one cents (\$0.41) per hour for those employees who are required to start work between the hours of 8:00 pm and 4:00 am.

Effective August 1, 2019, the shift differentials will be raised to thirty-three cents (\$0.33) per hour for those employees who are required to start work between the hours of noon and 8:00 pm, and forty-two cents (\$0.42) per hour for those employees who are required to start work between the hours of 8:00 pm and 4:00 am.

Effective August 1, 2020, the shift differentials will be raised to thirty-five cents (\$0.35) per hour for those employees who are required to start work between the hours of noon and 8:00 pm, and

forty-two cents (\$0.42) per hour for those employees who are required to start work between the hours of 8:00 pm and 4:00 am.

An employee's fixed starting time shall be established with a copy to the Local Union and shall not be changed unless five (5) working days notice is given to the employee and to the Local Union.

Fixed starting times shall be on a daily basis.

Shift differential shall be applied to all compensated hours.

Section 4. Employees may be required to make up time missed for appointments which occur during a work shift, provided the make up time is scheduled at the time the manager is notified of the need for the absence, which is currently 48 hours in advance of the appointment. Emergencies will be considered on a case-by-case basis. The make up time must be scheduled for the same calendar week as the appointment, and the supervisor will allow make up time as necessary for current workload and staffing conditions.

Section 5. An employee who is released for restricted or modified duty for a non-work related injury or illness will contact their supervisor to engage in an interactive dialogue to explore work opportunities.

ARTICLE 10 - SENIORITY

Section 1. The Employer and the Union agree that, merit and ability being equal, seniority shall govern in layoffs and rehiring. All members of this Union who have been laid off due to slackness of work will be given priority in employment in accordance with seniority. The Employer, in order to maintain the best operating efficiency, shall reserve the right to transfer employees from department to department.

All employees shall be classified as probationary employees until they have been employed for six (6) calendar months. During said period, an employee may be terminated by the Company without recourse to the Grievance Procedure herein set forth. If an employee is retained beyond said period, his/her seniority shall date back to his/her last date of hire.

Section 2. All employees with seniority standing shall be given the opportunity for advancement to the better paying jobs provided, however, that such employees are competent and able to do the work.

Section 3. All employees with seniority standing shall be given the opportunity to bid into a lesser paying job provided, however, that such employees are able to do the work.

Section 4. Choice of vacation shall be granted, subject to the proper manning of the operation, according to seniority. Vacation schedules shall be posted in advance.

Section 5. Shift preference shall be considered in line with the employee's seniority rights when openings occur on a shift for which the employee is fully qualified, provided such change is fully practical from the standpoint of efficient operation and proper manning of the plant.

- Section 6. An employee shall lose all previous seniority credit if he or she:
- (a) quits;
 - (b) is discharged for just cause;
 - (c) is absent for three consecutive working days without notifying the Company when it is possible to do so;
 - (d) is absent on layoff and does not return to work within seven consecutive working days after having been recalled to work by verifiable notice at last known address;
 - (e) is laid off for a period of more than ten months. A former employee rehired after ten (10) months but within two (2) years of layoff shall be credited with Union seniority for time served prior to the layoff;
 - (f) by reason of work-related sickness or injury is off the job for a period of eighteen (18) months. This period may be further extended at the option of the Employer.
 - (g) by reason of non-work-related sickness or injury is off the job for a period of eighteen (18) months. This period may be further extended at the option of the Employer.

Section 7. The Company shall furnish seniority lists to the Union upon request, but not more often than twice per year.

Section 8. All overtime, including Saturdays, Sundays, or holidays, shall be according to seniority standing within the shift and job classification unless otherwise mutually agreed between the Company and the Union. Whenever non-bargaining work is available the Company may offer the work to warehouse employees on a seniority basis.

Within job classifications where more than one employee is qualified to do a job, overtime may be refused on the basis of seniority. The jobs shall not go unattended; and in the event of refusal, reverse seniority shall apply and the junior employees must work overtime.

Section 9. It is understood that the positions of the Working Foreperson and Backup Working Foreperson are bargaining unit positions and not supervisory positions. In addition to their regular duties, the Working Foreperson and Backup Working Foreperson will have the responsibility to direct the workforce within established guidelines, gather and record data, may perform clerical tasks that include daily production reports, advise management of employee's refusal to carry out duties assigned by the Working Foreperson or Backup Working Foreperson, report work rule infractions but they will not be permitted to hire, fire, or recommend disciplinary actions. The Employer expressly waives the right to challenge the status of Working Foreperson or Backup Working Foreperson and expressly waives the right to claim that they are supervisors within the meaning of the act.

In the event of a vacancy in the Working Foreperson or Backup Working Foreperson position, the Company shall post a notice of the expected vacancy as soon as possible, consider and interview all existing employees who have submitted written requests for consideration in that position. Such requests may be submitted to the Operations Manager prior to the opening existing and should set forth briefly the applicant's qualifications for the job. The Company shall review the applications on file as to the qualifications of an applicant to fill the job. In addition to seniority, selection will be based on work history, attendance, and ability to communicate and get along with co-workers, management, sales force, customers, branches, outside carriers, and their representatives. The

Company has sole discretion in the selection of Working Forepersons and Backup Working Foreperson.

Section 10. All preferred positions, except Working Foreperson and Backup Working Foreperson, within a shift shall be offered by seniority; however, such employees shall be competent and able to do the work.

ARTICLE 11 - WAGES

Following is the minimum scale of wages:

<u>Classification</u>	<u>Effective</u>	<u>Current</u>	<u>8/1/20</u>	<u>8/1/21</u>	<u>8/1/22</u>
Shipping and Receiving Clerks		\$23.06	\$23.29 +\$1000 lump	\$23.52 +\$1000 lump	\$23.76 +\$1000 lump
Lift Truck Operators		\$22.95	\$23.18 +\$1000 lump	\$23.41 +\$1000 lump	\$23.64 +\$1000 lump
Paper Cutter		\$23.31	\$23.54 +\$1000 lump	\$23.78 +\$1000 lump	\$24.02 +\$1000 lump
Warehouse Maintenance		\$19.57	\$19.77 +\$1000 lump	\$19.97 +\$1000 lump	\$20.17 +\$1000 lump
Truck Driver (Eugene/Medford) **		\$23.34	\$24.32	\$24.81	\$25.31
Cycle Counter		\$23.06	\$23.29 +\$1000 lump	\$23.52 +\$1000 lump	\$23.76 +\$1000 lump

Note: All rates are effective at the start of the first full payroll period beginning on or after the dates shown.

The Company will make a one-time lump sum payment of \$500 to each employee on the seniority list, following ratification, and as soon as administratively feasible.

A Working Foreperson shall be paid one (\$1.00) dollar above the established Contract rate for Shipping & Receiving Clerks. A Backup Working Foreperson shall be paid fifty cents (\$0.50) above the established Contract rate for Shipping & Receiving Clerks.

When an employee is replacing a Working Foreperson or Backup Working Foreperson, such employee will receive the appropriate additional pay only for whole shifts and whole weeks. The Company will designate the replacement.

In the event that it is agreed that additional job classifications are necessary, the Employer and the Union will negotiate new wage rates.

** Portland and Eugene/Medford will operate as a separate entity with respect to seniority considerations.

Employees who are new hires will be paid as follows, with the exception of the warehouse maintenance classification, which will be paid the classification rate above from the first date of employment:

<u>Number of Months Worked</u>	<u>Percentage of the Classification Rate</u>
Hire	80%
Completed 3 months	85%
Completed 6 months	90%
Completed 9 month	95%
Completed 12 months	Classification Rate

Hiring bonus: The Company reserves the right, with written notice to the Union, to implement a hiring bonus program as needed to ensure it maintains a suitable roster of employees to meet customer needs. The program will be administered by the Company, with benefits determined by the local need, and with the understanding that all employees hired within the active period of the program will receive the same hiring bonus benefit. The Company can discontinue the same program at its discretion with written notice to the Union. The Company can choose to implement the program for hiring into warehouse classifications, driving classifications, or both.

ARTICLE 12 - HEALTH AND WELFARE

Section 1. The Employer agrees to make contributions to the Teamster Health and Welfare Plan DDVR of the Teamsters 206 Employers Trust. The Company contributions to the Health and Welfare Plan in each year of the Agreement will be based upon the following formula to determine the Company and the employee contribution on future Plan increases as determined by the Trust.

Effective August 1, 2020, the Company will contribute 80% of the total cost of the Health and Welfare Plan, and the Employee will contribute 20% of the total cost of the Health and Welfare Plan.

Any amount borne by the employee will be deducted on a pre-tax basis.

Section 2: A warehouse employee must be compensated 80 hours in a month to be eligible for Health and Welfare benefits the following month. If an employee cannot work the required 80 hours due to leave associated with their Sickness and Accident benefit, FMLA, Military Leave, Vacation and/or Holiday leave, Jury Duty or the three paid Funeral Days as provided for in this Agreement, this time will count towards the 80 hours.

A Eugene Driver must be compensated 40 hours in a month to be eligible for Health and Welfare benefits the following month. If an employee cannot work the required 40 hours due to leave associated with their Sickness and Accident benefit, FMLA, Military Leave, Vacation and/or Holiday leave, Jury Duty or the three paid Funeral Days as provided for in this agreement, this time will count towards the 40 hours.

ARTICLE 13 - PENSION PLAN

Section 1. Effective August 1, 2010, the Employer shall pay into the Western Conference of Teamsters Pension Trust on behalf of all bargaining unit employees the sum listed in Section 3 below per hour on all compensable hours.

Section 2. The contributions required to provide the Program For Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

Section 3. The Employer further agrees to the following increases in the basic rates which includes the required PEER contributions:

			Base	PEER	Total		Base	PEER	Total
			<u>Rate</u>	<u>Rate</u>	<u>Rate</u>		<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Total Rates	8/1/05	Ptld	\$2.76	\$0.18	\$2.94	Eugene/ Medford	\$2.90	\$0.19	\$3.09
Total Rates	8/1/07	Ptld	\$2.88	\$0.19	\$3.07	Eugene/ Medford	\$3.09	\$0.20	\$3.29
Total Rates	8/1/09	Ptld	\$2.95	\$0.19	\$3.14				

Section 4. For probationary employees or temporary agency personnel hired or utilized for the first time on or after ratification of the contract, August 1, 2014, the Employer shall pay an hourly contribution rate of ten cents (\$0.10) (including PEER/84) during the probationary period as defined in Article 10, Section 1 or the initial period of utilization, but in no case for a period longer than 90 calendar days from an employee’s first date of hire (into the bargaining unit) or utilization in the performance of bargaining unit work. Contributions shall be made on the same basis as set forth in Article 13 of this agreement. After the expiration of the probationary period as defined in Article 10, Section 1, or an equivalent period if an individual is utilized as a temporary employee, but in no event longer than 90 calendar days from an employee’s first date of hire (into the bargaining unit) or first date of utilization as a temporary employee, the contribution shall be increased to the full contractual rate stated in Article 13.

Section 5. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

ARTICLE 14 - PICKET LINES

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to go through any primary picket line, including the primary picket line of this Union, and including primary picket lines at the Employers’ place of business where the labor dispute has been approved and sanctioned by Joint Council of Teamsters No. 37. In order to ensure the needs of customers are met, the Union agrees to notify the Employer, in writing or electronically (email, text, etc.) and as soon as administratively feasible, of any

primary picket line sanctioned by Joint Council 37, if an employee is going to refuse to cross a primary picket line.

There shall be no strikes, slowdowns, work stoppages or lockouts during the term of this Agreement.

ARTICLE 15 - REST PERIODS

There shall be a rest period with pay of fifteen (15) minutes each one-half (1/2) shift for all employees. In the event an employee abuses this privilege, disciplinary action will be agreed upon between the Union and the Employer.

When two (2) or more hours of overtime is anticipated, a rest period of fifteen (15) minutes shall be allowed at the end of the regular shift.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 1. All grievances shall be handled exclusively as set forth in this Article. The parties may mutually extend time limits or agree to bypass any steps.

Step 1. Grievances against the Company or Union must be taken up, in writing, within seven (7) working days of the discovery of the existence of the facts giving rise to the grievance. Any settlement reached at any Step between the representatives designated to handle that Step shall be final and binding upon the grievant, the Company and the Union.

Step 2. The written grievance shall be referred to the local Operations Manager or his/her designee and the local Union Representative. These parties shall meet and confer within seven (7) working days of the receipt of the grievance, and may hear witnesses with respect to the grievance and review evidence to reach a final and binding resolution of the grievance. The Step 2 decision shall be rendered no later than seven (7) working days after the Step 2 meeting.

Step 3. If the grievance is not settled in Step 2, then within, but not later than seven (7) working days after the Company or Union representative shall have rendered a decision, the grievance may be appealed by the parties as follows:

It is the intention of the parties to this Agreement that all unresolved grievances or disputes between said parties must be settled by their submission to a Joint Conference Board or arbitration as hereinafter provided and that there shall be no interruption of work during said procedure.

The Joint Conference Board shall be composed of two panel members designated by the Union and two panel members designated by the Employer. By mutual agreement, the number of panel members may be reduced to one per party. The parties shall make a good faith effort to hold the Joint Conference Board within thirty (30) calendar days of submission of the matter.

If the Joint Conference Board cannot resolve a question referred to it, the Board shall be dissolved and either party to the grievance may refer the matter to binding arbitration.

Step 4. If the grievance is not settled in Step 3, then within but not later than seven (7) working days after the Board shall have rendered its decision, the grievance may be submitted for arbitration and shall be handled as follows:

Either party shall give written notice of intent to arbitrate within the seven (7) working day period. Either the Company or the Union may contact the Federal Mediation and Conciliation Services which shall be requested to supply a list of arbitrators.

The Arbitrator shall have no power to add to, subtract from or modify this Agreement in any way but shall instead be limited to the application of this Agreement in determining the dispute. The Arbitrator shall promptly hear the matter and shall within thirty (30) days from the arbitration hearing, or the submission of post-hearing briefs, render a decision, which decision shall be final and binding upon the parties to this Agreement. Each party shall pay one-half of the expenses and fees of the arbitrator, but each party shall bear its own expenses. In no case will the financial liability on any grievance extend beyond six (6) months from the date of the selection of the arbitrator.

Section 2. During the process of the grievance procedure, there shall be no strike or lockout. The decision of the Arbitrator shall be final and binding upon the parties. Should either party fail to promptly proceed with the Steps of this grievance procedure or fail or refuse to abide by the decision of the Arbitrator, the other party shall be free to take whatever action it deems necessary; and such action will not be considered in violation of this Agreement.

Section 3. In the event of a dispute over any contributions provided for in this Agreement, the Union shall notify the Employer by written notice of its claim. The Employer and the Union or their representatives shall immediately meet to attempt to reach an amicable settlement. In the event of failure to reach such a settlement within seven (7) working days after such notice is given, the union may take action (work stoppages, slowdowns or similar activities excluded) against said Employer.

Section 4. When employees have been denied work due to scheduling errors (including doubling, holdover and call-ins), they will be made whole by providing them with the opportunity to work a comparable number of hours. Penalty payments will not be permitted in settlement of such grievances. This shall not exclude payment of back pay in appropriate circumstances such as management abuse (for example, obvious errors).

Weekend unscheduled work will be provided to bargaining unit employees on a voluntary on-call basis. In such situations, the Company will attempt to contact the three most senior employees on the list for that weekend in seniority order. When bargaining unit employee arrives, he/she will address the immediate need of the customer(s). After those needs have been met, the bargaining unit employee will be guaranteed a total of four (4) hours of work. The remaining time will be spent performing duties assigned by the onsite Company manager. If none of the three employees on the list are available to report to work within one (1) hour, the Company will take whatever measures necessary to address the needs of the customer.

The weekend unscheduled work list will be administered monthly. Employees must sign up on the posted list for their desired weekends in the month by the 25th of the previous month.

ARTICLE 17 - SAFETY

Section 1. It is agreed careful observation of safe working practices and Company safety rules is a primary duty of all employees. The employees are required to utilize and/or wear designated safety equipment.

Parties agree to participate together in attaining and maintaining certification by the Department of Labor in the VPP program provided by OSHA.

Section 2. The Employer agrees that if any employee is required to wear any kind of uniform or protective clothing, such uniform or protective clothing shall be furnished by the Employer free of charge at the standard required by the Employer. Effective 8/1/2010, seven cents (\$.07) has been included in the pay rate to reflect the safety shoe allowance. The safety shoes must satisfy ANSI requirements and the Company published guidelines.

Section 3. If any employee is required to wear safety glasses as a job duty, the Employer agrees to pay for such refracted safety glasses.

ARTICLE 18 - COMPENSATION CLAIMS

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims, when such claims are due and owing, as required by law. The Employer shall provide Workers' Compensation protection or its equivalent for all employees.

ARTICLE 19 - INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employers establishment during working hours for the privilege of adjusting disputes, investigating working conditions, and in ascertaining that the Agreement is being adhered to provided, however, that interruptions of work shall be kept to a minimum. Such agents shall first notify the Company Management of such visits. Authorized agent(s) shall adhere to facility safety procedures.

ARTICLE 20 - MOONLIGHTING

The Employer shall foster a policy of discouraging moonlighting. If an employee is involved in moonlighting, it must be approved by management if it exceeds fifteen (15) hours per week. If an employee is a CDL driver and is involved in moonlighting, all worked hours must be reported to remain in compliance with DOT Regulations.

ARTICLE 21 - ACCIDENTS

Time lost up to ninety (90) calendar days as a result of an industrial accident or injury, as recognized by the Worker's Compensation Board, suffered during the course of employment shall be considered as time worked when computing vacation hours.

An employee who is injured on the job and must obtain medical attention shall receive pay at the applicable hourly rate for the time spent seeing a doctor and for the balance of his or her regular shift on that day if the doctor sends him or her home or to a hospital.

ARTICLE 22 - SAVINGS CLAUSE

Any provision of this Agreement adjudged to be unlawful by a court or regulatory body of competent jurisdiction shall be treated for all purposes as null and void, but all other provisions of this Agreement shall continue in full force and effect. Any provision that is adjudged unlawful shall be renegotiated to satisfy the law. In the event of impasse, the contested provision shall be submitted to an arbitrator pursuant to Article 16 who shall have authority to legislate appropriate language.

ARTICLE 23 - CLAIMS

Any claim for wages, overtime or other complaint must be presented in writing to the Employer within twenty-one (21) calendar days of the day the employee is paid for the period in which he or she claims a discrepancy; otherwise, the Union, the Employer and the employee agree that payment is made in full and the right to protest is waived.

ARTICLE 24 - SICK LEAVE/INJURY

Section 1. Employees shall accumulate forty (40) hours of sick leave with pay in any one calendar year. Sick leave shall accumulate at the rate of one (1) hour of paid sick time (PST) for every thirty (30) hours of work performed, including overtime hours worked, in accordance with the Oregon Protected Sick Time Ordinance. Sick time usage will be allowed as required by the ordinance, and once an employee becomes eligible to use PST (has worked 240 hours in a year), he or she remains eligible regardless of the number of hours worked in subsequent years. Employees do not need to reestablish eligibility in subsequent years unless they have terminated from the company and are rehired after a six month or greater separation time. The Company shall make the forty (40) hours available each January 1.

Section 2. Amount of Pay: Paid Sick Time (PST) may be used in increments of one (1) hour to cover all or part of a shift. PST may not be used during the first 90 calendar days of employment and before working 240 hours.

Employees must make a reasonable effort to schedule foreseeable leave in a manner that does not unduly disrupt the company's operations and even for unforeseeable leave, that notice must be provided as soon as practicable. The Company may deny the leave if the employee fails to meet these notice requirements.

Reasonable documentation will be required to support the use of PST, e.g., a police report, a statement from the health care provider, or a personal written statement by the employee verifying the use for a qualifying absence. In the case of abuse, the Company may require documentation from the health care provider rather than the personal written statement.

Section 3. Sick Leave Bank: Sick leave shall be used in accordance with applicable leave laws and ordinances. Any unused sick leave shall be accumulated into a sick leave bank of not more than thirty (30) days. All accumulated sick days in excess of the maximum bank (thirty (30) days) at the end of the calendar year shall be paid to the employee. Verification will be required as defined in accordance with applicable leave laws and ordinances.

Section 4. Loss of working time as a result of an accident or injury, as recognized by the Workers' Compensation Board, suffered during the course of employment shall be subject to sick leave benefits in accordance with above, to the extent of the difference between disability benefits paid by Workers' Compensation and the employee's pay for and eight (8) hour day and/or forty (40) hour week. The injured employee may continue to receive sick leave benefits after the seventh (7th) day of absence under this provision up to his or her accumulated sick leave bank.

Section 5. Coordination of sick leave bank and health and welfare time loss for off-the-job illness or injury will be implemented. For leaves of absence related to the Family Medical Leave Act (FMLA) and/or Oregon Family Leave Act (OFLA), the employee must also apply for leave by contacting the Company's designated leave administrator. An employee with at least forty (40) hours of sick leave, sick leave bank, or vacation time available must use that time for the first five (5) days of an approved FMLA or OFLA leave.

Section 6. All accumulated sick days in excess of the maximum bank (thirty (30) days) at the end of the calendar year shall be paid to the employee.

Section 7. Employees who retire from the Company under the Western Conference Pension Plan will be paid for all unused sick time.

ARTICLE 25 - LEAVE OF ABSENCE

Any employee with five (5) years of seniority or more desiring a leave of absence from his or her employment shall secure written permission from the Employer, who shall send a copy to the Local Union by certified mail within ten (10) working days of the commencement of the leave. The decision of the Employer on granting or refusing to grant a leave of absence shall be final and conclusive and shall not be subject to the grievance procedure of this Agreement. The maximum leave of absence shall be for thirty (30) working days. Seniority rights as of the date of leaving on said leave of absence shall be retained during the leave of absence. During an approved leave of absence, the employee shall not engage in gainful employment unless authorized to do so by written permission of the Employer.

ARTICLE 26 - EMPLOYMENT AGENCY FEES

When the Employer calls any employment agency for an employee, the charges by the employment agency shall be paid in full by the Employer.

ARTICLE 27 - FUNERAL LEAVE

In the event of a death in the immediate family of any employee, the employee shall receive time off with pay, not to exceed three (3) working days. If the employee needs more than three days off, they should discuss this need with their manager, in consultation with the Human Resources representative. Documentation of the death will be required.

Immediate family member is defined as spouse, domestic partner*, children, parents, siblings, in-laws, grandparents, grandchildren; this definition applies to both blood relatives and relatives by marriage or adoption. *Includes domestic partner's equivalent relatives as listed above.

ARTICLE 28 - SHOP STEWARDS

The Employer recognizes the right of the Union, in its discretion, to designate a shop steward from among the employees in the unit. The Union shall notify the Employer of any such designation in writing, and within ten (10) working days of the shop steward designation.

ARTICLE 29 - JURY DUTY

Section 1. When an employee covered by this Agreement is summoned by the court for jury service in any municipal, county, state or federal court, he/she shall advise the Company upon receipt of such call; and if taken from his/her work for such service, shall be reimbursed for any loss of wages while actually performing such service, but not in excess of 30 calendar days provided he/she delivers to the Company proper verification of such service. All other times the employee is not paid for jury duty. An employee who reports for jury duty and is excused must report immediately to their Employer to determine if work is available.

ARTICLE 30 - ALCOHOL AND DRUG ABUSE

The parties agree to take appropriate steps necessary to create and maintain a Drug Free Workplace. These steps would include "for cause, random and post- incident" testing of all employees (to the extent allowed by law).

The Company Drug and Alcohol Policy and Procedures presented to the Union during the negotiations are incorporated herein by reference.

ARTICLE 31 - EQUIPMENT

Section 1. Under no circumstance will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to persons or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to the safety of a person or equipment. The term "dangerous conditions of work" does not relate to the type of cargo which is hauled or handled. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 2. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Employer, the employee, before starting his or her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses with witnesses to the accident.

Section 3. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until the same has been approved as being safe by the Mechanical Department.

Section 4. When the occasion arises where an employee gives a written report on forms in use by the Employer of a vehicle being in an unsafe working operating condition and receives no consideration from the Employer, he or she shall take the matter up with the officers of the Union who will take the matter up with the Employer.

ARTICLE 32 - MISCELLANEOUS

Employees are expected to actively participate in job related activities, including but not limited to safety, QIP, training etc. The Union will not interfere with the same. However, the Employer agrees that such activities shall not involve or concern issues that are subjects of collective bargaining between the Employer and the Union.

ARTICLE 33 - MILITARY CLAUSE

Employees enlisting or entering the military or naval service of the United States of America, pursuant to the provisions of the Selective Service Act of 1948 as amended, shall be granted all rights and privileges provided by the Act as amended. The Employer shall pay Health and Welfare and Pension Fund contributions on employees on leave of absence for training in the military reserves or National Guard in accordance with its obligations set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA), providing such absence affects their credits or coverage for Health and Welfare and/or pension.

ARTICLE 34 - PASSENGERS

No driver shall allow anyone other than employees of the Employer who are on duty to ride on his or her truck except by written authorization of the Employer, except in cases of emergency arising out of disabled commercial equipment or an Act of God. This shall not prohibit drivers from picking up other drivers, helpers or others in wrecked or broken down motor equipment and transporting them to the first available point of communication, repair, lodging or available medical attention.

ARTICLE 35 - POSTING OF AGREEMENT: BULLETIN BOARDS

Section 1. A copy of this Agreement shall be posted by the Union in a conspicuous place in each garage, terminal and warehouse.

Section 2. The Employer agrees to provide suitable space for the Union bulletin board in each place of operation. Posting by the Union on such boards is to be confined to official business of the Union.

ARTICLE 36 - EXAMINATIONS AND IDENTIFICATIONS

Examinations: Physical, mental and other examinations required by the Employer or a government body shall be promptly complied with by all such employees, provided however, the Employer shall pay for all such examinations and for time consumed. Regular physical examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year unless follow up examinations are medically necessary. Employees will not be required to take examinations during their working hours without pay for time so consumed.

The Company reserves the right to select its own medical examiner or physician; and the Union may, if it believes an injustice has been done to an employee, have said employee reexamined. In the event of disagreements between the doctor selected by the Company and the doctor selected by the Union, the Company and Union doctors shall together select a third doctor within fifteen (15) calendar days whose opinion shall be final and binding upon the parties. Fees of such third (3rd) doctor shall be paid equally by the parties.

Section 2. Identification: Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

Section 3. The Company will reimburse CDL drivers for CDL license renewal (license fee only). The Company will also pay for the HME renewal fee, TSA background check fee and the DOT physical fee. No pay for time spent for the above except for all DOT physicals and FMCSA required examinations.

Commercial drivers shall provide all information required by the Company to ensure compliance with federal, state, and local regulations, including all information required to maintain compliance with the FMCSA Drug and Alcohol Clearinghouse program.

ARTICLE 37 - NEW EQUIPMENT

Where new types of equipment for which rates of pay are not established by this Agreement are put into use after ratification of this Agreement, rates governing such equipment shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as the date equipment is put into use.

ARTICLE 38 - SUBCONTRACTING

The Company agrees not to subcontract work to another company where it would result in the layoff of employees working without giving the Union notice and affording the Union the opportunity to bargain concerning such change. Subcontracting shall not be defined to include the Company's past practices and present method of operation.

With respect to products delivered from the facilities the parties agree that after all active regular drivers are working or have been given the opportunity to work, the Company may utilize third party contractors to satisfy customer needs consistent with the past practice and present method of operations.

ARTICLE 39 - COMPANY 401 K

The Company will continue the Veritiv 401K savings plan for bargaining unit employees. Details of the plan are in the SPD.

ARTICLE 40 - EXPENSES ON THE ROAD

When an employee is held overnight away from his or her home terminal, he or she shall be compensated at a minimum rate of \$30.00 for meals effective August 1, 2006. If the employee is compelled to pay more than \$30.00, the Employer agrees to compensate him or her a reasonable

additional cost. The employee shall also be allowed one (1) day's pay for each twenty-four hour period of layover, at the straight-time rate, including Saturday and Sunday. The Employer shall continue to provide lodging at a suitable facility.

ARTICLE 41 - RULES

The employees shall comply with reasonable shop rules. The Union recognizes the right of the Company to adopt, modify, promulgate and enforce reasonable Company rules and regulations provided rules and regulations will not conflict with the Labor Agreement. The Union shall be notified of rule changes and shall have an opportunity to discuss any objections to the m with the Company prior to the implementation. Copies of any such rules shall be made available to the Union and the employees and will be posted.

ARTICLE 42 - BID PROCEDURES

Portland Seniority List:

- A. Job Classification Bids shall be awarded on the basis of seniority standing and qualifications. Each bargaining unit member in his/her seniority sequence shall choose his/her job classification bid and notify management within two (2) working days.
- B. Bid periods shall be March to March. Bids shall go into effect on the first Sunday in March.
- C. Individual job classification bids shall be posted by the 1st workday of January and bidding shall begin on the 5th workday of January.
- D. All positions shall be bid upon each year, except the working foreperson and backup working foreperson.
- E. All classifications shall have workweek and start time listed.
- F. Management retains the right to on a day-to-day basis, reassign personnel within their shift as deemed necessary to meet the needs of customers. Prior to any rebid in the yearly bid cycle, management will meet with the Union to discuss the change in business conditions which would cause the new rebid. (This section applies to the Portland seniority list only.)

Eugene/Medford Seniority List:

The Eugene/Medford Drivers' job and route assignments shall continue using past practices and present methods of operations.

ARTICLE 43 - COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement on all bargaining issues between the parties. Any side agreements, memoranda of understanding of any kind, written or oral, and any past practices which are not specifically incorporated in writing into this Agreement are null and void. Nothing within this section shall be construed to allow the employer to make unilateral

changes in mandatory subjects of bargaining that are not otherwise covered by provisions of this labor agreement.

ARTICLE 44 - DURATION OF AGREEMENT

This Agreement shall be in effect August 1, 2020, to July 31, 2023, and shall remain in full force and effect for the stated duration unless either party to this Agreement gives notice as provided herein. If either party wishes to modify or terminate this Agreement, it shall serve written notice of such intention upon the other party sixty (60) calendar days prior to the expiration or subsequent anniversary date. If any such notice to modify or terminate is served, the Union shall be free to strike or the Employer to lockout after the expiration date subject to negotiations and impasse declared by the parties.

If this Agreement is "Opened" for alterations of wages or other terms and conditions as provided for above, and no renewal Agreement is reached by the expiration date, then all provisions of this Agreement shall remain in full force and effect, subject to termination by either party at any time upon written ten (10) working days notice to the other party. During this period, both parties agree that attempts to reach an agreement shall be continued.

Dated this _____ Day of _____, 2020.

Veritiv – Portland, Oregon

TEAMSTERS LOCAL UNION NO. 206

Elizabeth Brennan
Veritiv Corporation

Gene Blackburn
Secretary Treasurer

Rod Mosher
Distribution Supervisor

LETTER OF INTENT – “KITTING”

The parties agree that due to the changing nature of the business environment, there will be types of business, which will require exemption from the wage and benefit and working conditions of the labor agreement. Examples of exemptions would be the “kitting” business where numbers of temporary contractors or part time contractors are assigned to specific duties for specific customer/jobs and specific times. Contractors assigned to the “kitting” business will perform only those specific duties directly related to the assignment. In addition, unloading products from trucks, loading product into trucks, and operating power material handling equipment, will be performed by bargaining unit employees. This provision will not dilute or cause layoffs of bargaining unit employees.

The Parties agree that the assembling of kits is not bargaining unit work. The company may therefore employ temporary or part-time contractors to perform such work who shall be exempt from the wage and benefit and working conditions of the Labor Agreement. Consistent with Article I Section 2, kit assemblers shall not be assigned or perform any bargaining unit work nor shall they operate any equipment or machinery used by bargaining unit members.

FOR THE COMPANY:

FOR THE UNION:

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
between
Teamsters Local 206
and
Veritiv Operating Company, Portland OR

This Memorandum of Understanding, dated September 21, 2020 (the MOU), represents the agreement reached between Teamsters Local 206 (the Union) and Veritiv Operating Company, (the Company) regarding the driver currently domiciled in Eugene, Oregon, and within the scope of the existing agreement between Veritiv and Teamsters Local 206.

The Union and the Company agree that after David Dornath chooses to retire, the Eugene market will be serviced out of the Veritiv Portland, Oregon facility by a Teamsters Local 162 driver. If at any time in the future a resident driver(s) is needed in Lane, Coos, Curry and/or Douglas Counties, they will become members of Teamsters Local 206 as described in Article 1 of the Agreement.

FOR THE COMPANY:

FOR THE UNION:

Date: _____

Date: _____