

A G R E E M E N T

Between

**Veritiv
(Portland, Oregon)**

and

GENERAL TEAMSTERS LOCAL UNION NO. 162

Affiliated with the International Brotherhood of Teamsters

For the Period

August 1, 2020 – July 31, 2023

TABLE OF CONTENTS
Veritiv

<u>ARTICLE #</u>	<u>PAGE #</u>
ARTICLE 1 – UNION MEMBERSHIP.....	1
ARTICLE 2 – SCALE OF WAGES.....	3
ARTICLE 3 – REDUCTION IN WAGES.....	5
ARTICLE 4 – SENIORITY.....	5
ARTICLE 5 – WORKING PROVISIONS.....	7
ARTICLE 6 – HOLIDAYS.....	9
ARTICLE 7 – WAGES AND EXPENSES ON ROAD.....	9
ARTICLE 8 – VACATIONS.....	10
ARTICLE 9 – COMPLAINTS.....	11
ARTICLE 10 – GRIEVANCE PROCEDURE.....	11
ARTICLE 11 – HEALTH & WELFARE.....	12
ARTICLE 12 – SICK LEAVE / INJURY.....	13
ARTICLE 13 – STATE AND FEDERAL LAWS.....	14
ARTICLE 14 – PENSION.....	14
ARTICLE 15 – CHARGE FOR LOSS OR DAMAGE.....	15
ARTICLE 16 – KITTING.....	15
ARTICLE 17 – UNIFORMS OR PROTECTIVE CLOTHING.....	16
ARTICLE 18 – PASSENGERS.....	16
ARTICLE 19 – INJURY CLAIMS.....	16
ARTICLE 20 – EQUIPMENT.....	16
ARTICLE 21 – POSTING OF AGREEMENT: BULLETIN BOARDS.....	17
ARTICLE 22 – AUTHORIZED AGENTS.....	17
ARTICLE 23 – TIME SHEETS.....	17
ARTICLE 24 – OTHER EMPLOYMENT.....	18
ARTICLE 25 – EXAMINATION AND IDENTIFICATION.....	18
ARTICLE 26 – NEW EQUIPMENT.....	18
ARTICLE 27 – DISCHARGE OR SUSPENSION.....	18

ARTICLE 28 – FUNERAL LEAVE	19
ARTICLE 29 – MILITARY CLAUSE	20
ARTICLE 30 – DISCRIMINATION	20
ARTICLE 31 – SUBCONTRACTING	20
ARTICLE 32 – MOONLIGHTING	20
ARTICLE 33 – JURY DUTY	20
ARTICLE 34 – ALCOHOL AND DRUG ABUSE	21
ARTICLE 35 – PERSONAL LEAVE OF ABSENCE	21
ARTICLE 36 – BID PROCEDURES.....	21
ARTICLE 37 – COMPANY 401K.....	22
ARTICLE 38 – RULES	22
ARTICLE 39 – EXPIRATION OF CONTRACT	22

A G R E E M E N T
Between
Veritiv
(Portland, Oregon)
and
GENERAL TEAMSTERS LOCAL UNION NO. 162

THIS AGREEMENT is between Veritiv Operating Company – Portland, Oregon, Employer, and GENERAL TEAMSTERS LOCAL UNION NO. 162, affiliated with the International Brotherhood of Teamsters, and is entered into for the purpose of fixing the wage scale, schedule of hours, and general rules and regulations affecting the employees represented by the Union, which will exist and be in effect in all garages and warehouses owned or controlled by the Employer.

ARTICLE 1 – UNION MEMBERSHIP

Section 1. Condition of Employment: It is agreed that as a condition of employment each employee not now a member of the Union shall become a member of the Union the thirtieth (30th) day following the beginning of his or her employment or the effective date of this Agreement, whichever is later. Any employee failing to join the Union as above provided, or failing to pay his or her initiation fees or dues, shall be discharged by the Employer upon request of the Union. The Union agrees to take into membership employees so selected as provided in the Local By-Laws of the Union.

Only bargaining unit employees shall do bargaining unit work. Under normal operating conditions, the Company does not intend to have its Supervisors perform 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.

Section 2. Union Recognition: The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, rates of pay, hours of work and other conditions of employment for the employees covered by this Agreement.

Section 3. No Union Discrimination: No employee shall be discharged or discriminated against for upholding Union principles, and any employee who works under the instruction of the Union or who serves on a committee shall not lose his or her position or be discriminated against for this reason. It shall be no violation of this Agreement for any member of this Union to refuse to cross a bona fide 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. Any employee member of the Union, acting in any official capacity whatsoever, shall not be discriminated against for his or her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

There shall be no strikes, slowdowns, work stoppages, or lockouts during the term of this Agreement. 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, if the Employer is notified in writing or electronically (email, text, etc.) and as soon as administratively feasible, of any primary picket line sanctioned by Joint Council 37. The company may use supervisory employees or delivery service to service the customers.

Section 4. Notification to Union: The Employer agrees to notify the Union in writing within seven (7) days from 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. Failure to comply with the above shall be subject to the grievance procedure.

Section 5. Agency Clause: If any agency shop clause is permissible in any state where the provisions of this Article relating to the Union Shop cannot apply, the following Agency Clause shall prevail:

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards to such matter.

Membership in the Union is separate, apart and distinct from the assumption by one of his or her equal obligation to the extent that he or she received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his or her own way and assume his or her fair share of the obligation along with the grant of equal benefits contained in this Agreement. All employees shall as a condition of continued employment pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union which shall be limited to an amount of money equal to the union's regular and usual initiation fees and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) calendar days following the effective date or on the date of execution of this Agreement, whichever is the later; and for new employees the payment shall start thirty-one (31) calendar days following the date of employment.

Section 6a. Dues Checkoff: The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessment of the Local Union having jurisdiction over such employee 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 on the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on checkoff 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 collected from the first two pay periods of each month and payment will be remitted to the Union at the end of the month.

Section 6b. DRIVE: 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 7. Jurisdiction: 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.

ARTICLE 2 – SCALE OF WAGES

Section 1. The following is the minimum scale of wages:

	<u>Current</u>	<u>Effec</u> <u>8/1/20</u>	<u>Effec</u> <u>8/1/21</u>	<u>Effec</u> <u>8/1/22</u>
Class A CDL	\$24.08	\$24.82*	\$25.57*	\$26.34*
Driver / Loader (CDL A)	\$24.08	\$24.82*	\$25.57*	\$26.34*

*The annual rate changes each include a \$0.25 market rate adjustment in addition to a two percent (2%) increase to base wages.

Extra persons are to be paid regular scale for class of work performed with a guarantee of four (4) hours work per call. In the event an employee is required to work in excess of four (4) hours, he or she shall be guaranteed eight (8) hours.

A Working Foreperson/Manifestor shall be paid one dollar above the established contract rate for Class A CDL drivers.

New Hire Rate: Employees who are new hires will be paid as follows:

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

Call Backs: Any employee required to report to work after the completion of his or her day's work shall be guaranteed six (6) hours pay per call.

Pay Days: Employees shall be paid biweekly, 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 payday. 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. All employees will use direct deposit for payroll processing. The Company will make available a computer and printer for the workforce to view and print paystubs.

Hiring bonus: The Company reserves the right, with written notice to the Union, to implement a driver hiring bonus program as needed to ensure it maintains a suitable roster of drivers 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 drivers 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.

Section 2. Shifts: 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 2, Section 1. 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 cents (\$0.30) 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 thirty-nine cents (\$0.39) per hour. The starting time determines the rate for the entire shift. Shift differential shall be paid for the entire shift, including overtime hours, and shall be applied to all compensated hours.

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

ARTICLE 3 – REDUCTION IN WAGES

No employee, member of the Union, who prior to the date of this Agreement was receiving more than the rate of wages designated in this Schedule contained herein for the class of work in which he or she was engaged, shall suffer a reduction of wages through the operation or because of the adoption of this Agreement.

ARTICLE 4 – SENIORITY

Section 1. Seniority: Seniority for employees working under this Contract shall govern in all cases, excepting assignment of equipment.

Section 2. Qualification: 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. The probationary period may be extended upon mutual agreement, in writing, by the Company and the Union.

Section 3. Layoff: In the case of layoff, the extra person shall first be laid off. Should a further layoff become necessary, the last person on the seniority list shall be the first person laid off, and the layoffs shall continue in that order provided that such remaining employees are, in the judgment of the Employer, qualified to do the work of the employee with lesser seniority. Seniority shall be broken by more than twelve (12) months' layoff. Any regular employee permanently laid off due to lack of work shall receive one week's notice before such layoff. If not so notified, employee shall receive one week's pay.

The continuous service of employees injured while on duty for which the Workers' Compensation is payable shall not be broken for fifteen (15) months following said injury or until the termination of the period for which their statutory compensation is payable and are released as physically able to return to their regular job and fails to do so, whichever is the earlier. In the event of an industrial accident or illness, the provisions of state or federal law shall apply.

Section 4. Recall: In the case of recall, the employees are to be returned to employment in the reverse order in which they were laid off. In calling the employees back, except in case of temporary employment, the employee shall be given ten (10) working days notice of recall to his or her last known address. The employee must respond to such notice within three (3) working days after receipt thereof and actually report to work within seven (7) working days. In the event the employer makes personal contact via telephone, the employee must report to work within ten (10) working days of the personal contact. In the event that employee fails to comply with the above procedures, he or she shall lose all seniority rights.

Section 5. Advancement: Employees with seniority shall be entitled to preferential job assignments if an opening occurs, provided however, that such employees are competent and able to do the work. In the event that an employee working on a second or third shift wishes to transfer to the day shift, he or she shall have his or her preference prior to the Company adding any new

employees. In the event the Company discontinues any shift, the employees on that shift shall have the right to transfer to a shift of their choice in accordance with seniority. It is understood that the position(s) of the Working Foreperson, in addition to their regular duties, will have the responsibility to direct the workforce, 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, report work rule infractions, but they will not be permitted to hire, fire, or recommend disciplinary actions.

In the event of a vacancy in the Working Foreperson position, the Company shall post the position and consider existing employees who have submitted written requests for consideration in that position. Such requests should be submitted to the Operations Manager. The Company shall review the applications on file as to the qualifications of an applicant to fill the job. Seniority shall be a factor considered by the Company in selecting Working Forepersons. Understanding that the Company has sole discretion in the selection of Working Forepersons.

Section 6. Extra persons shall not be used to deprive regular employees of overtime except in cases of emergencies.

Section 7. 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 (3) 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 the timeframe outlined in Article 4, Section 4 of this agreement;
- (e) is laid off for a period of more than twelve (12) months.
- (f) by reason of work-related sickness or injury is off the job for a period of fifteen (15) months. This period may be further extended by mutual agreement between the Union and the Company.
- (g) by reason of non-work-related sickness or injury is off the job for a period of fifteen(15) months. This period may be further extended by mutual agreement between the Union and the Company.

Section 8. In the event Employer's operation is merged, purchased, sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement; and if required, the seniority effects of such actions shall be negotiated by the Employer and the Union.

Section 9. The driver(s) assigned to the North Plains location will be placed on a seniority list that is maintained separately from the seniority list of drivers assigned to the Columbia Blvd. location. The driver(s) on the North Plains seniority list will bid their vacation independent of those in the Columbia Blvd. facility, and vacation relief for the North Plains driver(s) will be provided via third party carrier.

ARTICLE 5 – WORKING PROVISIONS

Section 1. Workday and Workweek: Eight (8) consecutive hours or ten (10) consecutive hours, with interval of not less than one-half (1/2) nor more than one (1) hour for meals, will constitute a guaranteed day's work. Five (5) days, forty (40) hours, will constitute a week's work, Sunday through Thursday or Monday through Friday; or Tuesday through Saturday offered by seniority with a 20% limit. Hours worked in excess of forty (40) per week, shall be paid at the rate of one and one-half (1½) times the regular straight time rate of pay. With the exception of unscheduled sick time and vacation days that are not pre-approved, all paid time shall be counted as hours worked when calculating overtime. Daily hours, in excess of eight (8) per day, shall be paid at the overtime rate of one and one-half (1½) 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.

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. The above provision shall not apply to the current four (4) / ten (10) employee on his current bid.

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.

Section 2. Reporting Pay: A regular driver or helper reporting for work at the beginning of any regular shift and not being put to work shall be allowed one-half (1/2) days pay unless notified by the end of the preceding shift that there would be no work. Any employee put to work on a regular shift shall be guaranteed eight (8) hours work or pay in lieu thereof from his or her established starting time. Any employee ordered to report to work on a scheduled day off (typically Saturday or Sunday) shall receive a minimum of four (4) hours pay, and if required to work more than four (4) hours, shall receive a minimum of eight (8) hours pay.

Section 3. Notice of Layoff: Any regular employee given a permanent layoff will be given a week's notice with pay. This provision will not cover temporary or short-term employees or those discharged for just cause.

Section 4. Work at Higher Scale: Employees drawing a lower wage or employed in a lower class of work may be used temporarily at the option of the Employer for a higher class of work; provided, however, if such work exceeds one (1) hour, such employees shall draw the higher wage scale applicable to such work for the day. Such employees may be returned to the lower wage scale when returning to the lower class of work.

Section 5. Rest Periods: There shall be a rest period with pay of fifteen (15) minutes each half (1/2) shift for all employees who work less than ten (10) hours per day. There shall be a third rest period with pay of fifteen (15) minutes when an employee works over ten (10) hours and less than fourteen (14) hours. There shall be a fourth rest period with pay of fifteen (15) minutes when an

employee works over fourteen (14) hours. In the event an employee abuses this privilege, disciplinary action may be imposed by the Employer.

Section 6. 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 / routed truck loaders) or Local 206 (warehouse) to perform Local 162 or Local 206 bargaining unit work on a limited basis providing 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 the Union, upon request, information regarding the performance of cross over 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 162 or 206 bargaining unit employee is readily available to perform the respective bargaining unit's overtime work. Both parties agree that the loading of routed trucks will be completed at night, and the Company will continue to bid one position with Local 162 for the purpose of loading trucks. For occasions in which the Company has prior notice, i.e. vacation or approved leave of absence, the Company will adjust the assignments of members of Local 162 to provide one member of Local 162 the work of loading trucks at night. In the event the member of Local 162 who has bid the position loading trucks is absent without notice, i.e. calls off sick, the Company will make every effort to utilize Local 162 members to facilitate the loading being completed at night. After exhausting all Local 162 members, the Company may then adjust the workload with Local 206 to ensure that the trucks are loaded at night, as required by our operating system.

Section 7. 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.

Section 8. 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).

Section 9. 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 10. The Company may choose to employ up to one (1) extra driver for the sole purpose of vacation, sick or leave of absence. The Company will make every effort to use an extra driver who is a member of Local 162, however, after that effort is exhausted, the Company may select from the general applicant pool.

An extra driver shall not become a regular employee under the terms of this Agreement. Wages will be afforded as defined in Article 2, Section 1. Pension payments will be made for all

compensable hours. An extra driver will not be eligible for Health and Welfare coverage as defined in Article 11, Section 1.

An extra driver will not be continuously employed for a period exceeding four (4) months excluding June 1 through September 30 of any calendar year, without the written consent of the Union. An extra driver shall not have layoff or recall rights. An extra driver shall be given first opportunity to qualify as regular employees if they meet all qualifications required of new applicants for regular employment.

The extra driver will not be subject to the bid process.

ARTICLE 6 – HOLIDAYS

Section 1. The following days shall be recognized as holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Eve
Labor Day	Christmas Day

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.

If a holiday falls on Sunday, the Company and the Union shall mutually agree to designate which work day the employees shall have off. Employees shall be paid at their normal shift rate for all such holidays regardless of which day of the week such holiday may occur. If any work is performed by such employee, he or she shall receive eight (8) hours pay at their regular hourly rate in addition to the holiday pay.

To be eligible for holiday pay, the employee must work his/her last scheduled workday before and the first scheduled workday after the holiday, unless excused by the Employer.

ARTICLE 7 – WAGES AND EXPENSES ON ROAD

Section 1. 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. 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 (24) 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 8 – VACATIONS

Section 1. One Week Eligibility: All employees who have been in the employ of the Company for fifty-two (52) weeks or 2,080 hours shall be granted one (1) weeks vacation with pay at their normal shift rate. Any employee who is terminated and has completed six (6) months employment but less than fifty-two (52) weeks shall be entitled to prorated vacation pay at his or her normal shift rate.

Section 2. Two Weeks Eligibility: All employees who have been in the employ of the Company for two (2) years or longer shall be granted two (2) weeks vacation with pay at their regular wage scale.

Section 3. Three Weeks Eligibility: All employees who have been in the employ of the Company for seven (7) years or longer shall be granted three (3) weeks vacation with pay at their regular wage scale.

Section 4. Four Weeks Eligibility: All employees who have been in the employ of the Company for fourteen (14) years or longer, shall be granted four (4) weeks vacation with pay at their normal wage scale.

Section 5. Five Weeks Eligibility: All employees who have been in the employ of the Company for nineteen (19) years or longer shall be granted five (5) weeks vacation with pay at their regular wage scale.

Section 6. Time of Vacation: The time of said vacation shall be granted to the driver according to his or her seniority standing on the job, at a time agreed upon between Employer and employee. By this seniority, each employee will schedule all the weeks of their vacation within two (2) working days.

Section 7. Pro-Rated Vacation: In the event of termination of employment in any period, vacations shall be prorated for time worked (straight-time hours only). Pro rata vacation shall be calculated for 1/52nd of the straight-time hours worked.

Section 8. Employees on vacation shall not engage in gainful employment.

Section 9. Time lost up to ninety (90) calendar days as a result of an accident or injury as recognized by the Workers' Compensation Board, suffered during the course of employment, shall be considered as time worked when computing vacation hours.

Section 10. Vacations: The vacation schedule will be completed and posted by March 1. 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.

Vacation scheduling will be handled by seniority. First, each employee will be allowed to schedule full vacation weeks. Next, each employee will be allowed to schedule any single vacation days. If

a full week of vacation becomes available after the vacation schedule is completed, it will be offered to all employees in order of seniority.

Section 11. The amount of vacation pay will be forty (40) hours pay at the current wage rate, including any applicable lead pay and/or shift differential for each week of vacation.

Section 12. An employee with less than fifteen (15) years of service with the Company may be permitted to take one (1) week of vacation, each calendar year, by single days with proper notification and approval by the Company. An employee with fifteen (15) or more years of service with the Company may, with Company approval, take up to ten (10) single days of vacation each calendar year.

ARTICLE 9 – COMPLAINTS

Complaints as to violation by the Company of any of their terms of this Agreement shall be presented by the Union representative to the designated representative of the Company involved. Immediate consideration shall be given such matters; and in the event of failure to promptly arrive at an adjustment satisfactory to both parties involved, the dispute shall be referred to a Joint Employer-Employee Conference Board as hereinafter provided.

ARTICLE 10 – GRIEVANCE PROCEDURE

Section 1. Procedure: All grievances shall be handled exclusively as set forth in this article. The purpose of this Section is to provide an orderly method for the settlement of a dispute between the Company and the Union over the interpretation, application, or claimed violation of any specific provisions of the agreement. Should any difference arise between a union member and the Company regarding the meaning or application of any provision of this agreement, there will be no work stoppage or interference with operations. Any assignment of work over which a controversy has arisen shall be carried out until the controversy is settled through the established grievance procedures. Time limits defined in this section can be extended at the mutual agreement of the parties.

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

Step 2: Representatives of the Company and the Union shall discuss within seven (7) working days of receipt of the grievance, and attempt to reach a final and binding resolution of the grievance.

Step 3: If the grievance is not settled in Step 2, then within ten (10) working days either party may move the matter to the grievance committee 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

arbitrator 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 Joint Conference Board must meet 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 ten (10) working days after the Joint Conference Board, the grievance may be submitted for arbitration and shall be handled as follows:

The party desiring to arbitrate shall give written notice of intent to arbitrate within the ten (10) 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 seven (7) Board-certified arbitrators. In the selection of the arbitrator, a coin flip will be used to determine which party first strikes an arbitrator from the list, and the parties will take turns striking names until a single Arbitrator remains, to whom the case will be assigned. Each party shall pay one-half of the expenses and fees of the Arbitrator, but each party shall bear its own expenses.

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 agrees, by accepting the position, to abide and be bound by the provisions of this Section. The Arbitrator shall promptly hear the matter and shall, within thirty (30) calendar days from the arbitration hearing, render a decision, which decision shall be final and binding upon the parties to this Agreement. In no case will the financial liability on any grievance extend beyond six (6) months from the date the arbitrator is selected.

ARTICLE 11 – HEALTH & WELFARE

Section 1. The Employer agrees to make contributions to the Teamster Health and Welfare Plan of Oregon Teamsters Employers H&W Trust for Medical Plan GW Dental Plan 5, Vision Plan 3 and Retirees Plan 3. The Company Contribution to the Health and Welfare Plan in each year of the Agreement will be 80% of the total cost, and the Employee will contribute 20% of the total cost.

The Employer will agree to a payroll deduction to cover the cost in excess of the Company maximum contribution. The employee is responsible for paying any premium amounts in excess of the Company maximum contribution through pre-tax payroll deduction in any given year.

Health Insurance Coverage Upon Disability: According to the Oregon Teamsters Employers Trust Plan GW, in the event a regular employee eligible for the Employer's health and welfare coverage ceases active work for the employer because of disability, regular coverage will be provided by the plan for a period not to exceed six (6) months. If the period exceeds this six (6) month period, the Employer shall pay up to six (6) months of the employee's COBRA premium. The Employee shall provide the Employer a copy of his COBRA notice.

An employee must be compensated for 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 12 – 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 (30) 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. For the first five (5) days of an approved FMLA or OFLA leave, an employee with hours in their sick leave bank must use those hours up to a maximum of forty (40) hours.

Section 6. Employees who retire from the Company under the Western Conference Pension Plan will be paid for all unused sick leave.

ARTICLE 13 – STATE AND FEDERAL LAWS

Section 1. If any Article or Section of this Contract, or of any Riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract, and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

Section 2. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or Employer, for the purpose of arriving at a mutually satisfactory replacement within sixty (60) calendar days after the beginning of the period of invalidity or restraint.

ARTICLE 14 – PENSION

Section 1. August 1, 2020, the employer shall pay to the Western Conference of Teamsters Pension Trust on behalf of all bargaining unit employees the below listed total rate for all compensable hours.

	Base	Peer	Total
	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Effective: 8/1/11	\$3.18	\$0.21	\$3.39

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 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.

Section 4. For probationary employees hired on or after December 19, 2017, the Employer shall pay an hourly contribution rate of ten cents (\$0.10) of which one cent (\$0.01) per hour is allocated toward the respective PEER rate, and nine cents (\$0.09) to the basic contribution rate for a period no longer than 90 calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in this Article. After the expiration of the 90 calendar days from an employee's first date of hire, the contribution shall be increased to the full contractual rate applicable to the covered employee.

ARTICLE 15 – CHARGE FOR LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless proof of negligence is shown.

ARTICLE 16 – 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 1 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.

ARTICLE 17 – UNIFORMS OR PROTECTIVE CLOTHING

Section 1. 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. If any employee is required to wear safety glasses as a job duty, the Employer agrees to pay for such refracted safety glasses.

Section 2. Effective August 1, 2009, seven (.07) cents 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. It is agreed that 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.

ARTICLE 18 – 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 19 – INJURY 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. 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 the employee home or to a hospital.

ARTICLE 20 – EQUIPMENT

Section 1. 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. Under no circumstances 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 safety of person or equipment. The term "dangerous conditions of work" does not relate to the type of cargo which is hauled or handled.

Section 3. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by 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 of witnesses to the accident.

Section 4. 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 5. When the occasion arises where an employee gives 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 21 – 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 22 – AUTHORIZED AGENTS

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to provided, however, that there is no interruption of the firm's work. Authorized agent(s) shall adhere to facility safety procedures.

ARTICLE 23 – TIME SHEETS

Section 1. In Over-the-Road or line operations, the Employer shall require the employee to keep a time sheet showing the arrival and departure at terminal and intermediate stops and cause and duration of all delays, time spent loading and unloading; and same shall be turned in at the end of each trip.

Section 2. In local operations, a daily time record shall be maintained by the Company at its place of business.

ARTICLE 24 – OTHER EMPLOYMENT

The Employer shall not employ in any capacity any person who is otherwise regularly employed if notified by the Union.

ARTICLE 25 – EXAMINATION AND IDENTIFICATIONS

Section 1. 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. 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 re-examined. 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.

The Company will reimburse CDL drivers for CDL license renewal (License fee), HME renewal fee, TSA background check fee, and 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.

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.

ARTICLE 26 – 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 of the date equipment is put into use.

ARTICLE 27 – DISCHARGE OR SUSPENSION

Section 1. Warning notice re Complaint: The Employer may discharge or suspend an 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 ten (10) working days of the employer gaining knowledge of the occurrence of the incident forming the grounds. The ten-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. The complaint specified in such prior warning notice must concern the same type of misconduct as the cause for discharge or suspension. No such warning notice shall remain in effect for a period of more than twelve (12) months. A copy of such warning notice shall be given to the Local Union involved.

Section 3. Right to Protest Warning Notice or Discharge: 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 of protest shall be waived. Upon the filing of any such protest, it shall be referred immediately to the Grievance Procedure for determination in accordance with the disputes procedure.

Section 4. Written Notice: The Employer will provide the discharged employee a written notice of termination, with a copy to the Local Union, within three (3) working days of such action.

Section 5. Surveillance: 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 28 – 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 (3) days off, they should discuss this need with their manager, in consultation with the Human Resource 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 29 – MILITARY CLAUSE

Employees enlisting or entering the military or naval service of the United States of America, pursuant to the provisions of the USERRA 1994 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 30 – DISCRIMINATION

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.

ARTICLE 31 – SUBCONTRACTING

With respect to products delivered from the facility, the Company agrees that unless all active regular drivers are working or have been given the opportunity to work, the Company will not use a third party contractor, except where necessary to satisfy customer demand (i.e. When all drivers are working to meet customer demands they would use a courier service), or where it is economically unfeasible to make a delivery with a Company driver (for example: one pallet or less to deliver).

ARTICLE 32 – MOONLIGHTING

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 33 – 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 continue to be paid regular wages while actually performing such service, but not in excess of thirty (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 34 – 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's current Substance Abuse Policy includes a Return to Work Agreement and was presented to the Union during the course of negotiations.

ARTICLE 35 – PERSONAL LEAVE OF ABSENCE

A personal leave of absence may be granted by the Company, at its sole discretion for good cause upon written application. The initial personal leave of absence will not exceed sixty (60) calendar days but, with the Company's approval, may be extended an additional thirty (30) calendar days only by written approval from the Company. The Company's determination shall be based on the nature of the request and the operational requirements at the time of such request.

An employee who is granted a personal leave of absence shall not lose his/her seniority rights during the approved duration of said leave. Any such leave shall be non-paid and shall not be considered as work time for any purposes under this Agreement. Said employee must make arrangements with the Union to continue contributions toward Union sponsored benefit programs.

ARTICLE 36 – BID PROCEDURES

1. Job Bids shall be awarded on the basis of seniority standing and qualifications. Each driver in his/her seniority sequence shall choose his/her job bid and notify management within two (2) working days. The driver(s) assigned to the North Plains location will bid jobs in that location, in a bid process that is separate and distinct from the bid conducted in the Columbia Blvd. location.
2. Bid periods shall be March to March. Bids shall go into effect on the first Sunday in March.
3. Individual job bids shall be posted by the 15th day of January and bidding shall begin on February 1st.
4. All positions shall be bid upon each year, except the working foreman and manifesting positions.
5. All positions shall have workweek, and start time and geographic area listed and may overlap.
6. Up to two (2) bid positions shall be identified as a utility position to be dispatched out first to cover absenteeism, vacations, or temporary needs of business.

7. Management retains the right to rebid jobs or reassign personnel as deemed necessary to meet the needs of customers and/or the business. Prior to a third 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.

ARTICLE 37 – COMPANY 401K

As soon as practical after ratification, the Company will implement the Veritiv Savings Plan. Employees will be able to participate in a 401K savings program. Details of the plan are in the SPD.

ARTICLE 38 – RULES

The employees shall comply with reasonable shop rules. The Union recognizes the rights 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 them with the Company prior to the implementation. Copies of any such rules shall be made available to the Union, the Employees and will be posted.

ARTICLE 39 – EXPIRATION OF CONTRACT

This agreement is entered into by and between Veritiv Operating Company, Portland, OR, and/or its successors or assigns, herein after referred to as the “Company” or “Employer” and the International Brotherhood of Teamsters, TEAMSTERS LOCAL 162.

This agreement between Veritiv Operating Company – Portland, OR and GENERAL TEAMSTERS LOCAL UNION NO. 162, affiliated with the International Brotherhood of Teamsters, shall be effective commencing August 1, 2020, and shall continue in full force and effect through July 31, 2023, and thereafter on a year-to-year basis by automatic renewal. Provided, however, for the purpose of negotiating alterations in wages and other terms and conditions of employment, either party may open this Agreement or any contract effectuated through automatic renewal by giving written “Notice of Opening” not later than sixty (60) nor more than ninety (90) calendar days prior to the expiration date. “Notice of Opening” is in no way intended as termination. The Union shall be free to strike or the Employer to lockout after the expiration date, subject to written notice to terminate the Agreement.

If this Agreement is “Opened” for alterations of wages or other terms and conditions as provided for above, and no renewal Agreement is reached, then 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 26th day of July, 2020.

Veritiv – Portland, OR

GENERAL TEAMSTERS LOCAL NO. 162

Elizabeth Brennan
Elizabeth Brennan
Veritiv Corporation

Bob Sleight
Bob Sleight
Secretary / Treasurer

8-24-2020
Date

8-13-2020
Date

Heidi Padden
Heidi Padden
Transportation Supervisor

Mike Mayo
Mike Mayo
Business Agent

8-14-20
Date

8-11-20
Date

William W. Elzie
Bill Elzie
Business Agent

8/11/2020
Date

Ray Weaver
Ray Weaver
Shop Steward

8-14-20
Date