

**AGREEMENT**

**BY AND BETWEEN**

**VERITIV**

**Seattle, WA**

**And**

**INTERNATIONAL BROTHERHOOD OF**

**TEAMSTERS,**

**GENERAL TEAMSTERS LOCAL UNION NO. 174**

**October 1, 2018, THROUGH September 30, 2021**

Date Ratified:	<u>6/2/19</u>
Agent OK:	<u>AM</u>
Date:	<u>6/27/19</u>

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## **AGREEMENT**

**By and between**

**VERITIV  
and**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
GENERAL TEAMSTERS LOCAL UNION NO. 174**

### **DURATION AND RENEWAL**

This Agreement between Veritiv Operating Company, Kent, Washington (hereinafter called, "Employer", "Company" or "Veritiv"), and GENERAL TEAMSTERS LOCAL UNION NO. 174, affiliated with the International Brotherhood of Teamsters, shall be effective commencing on October 1, 2018, and shall continue in force and effect through September 30, 2021, and also 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) calendar days nor more than ninety (90) calendar days prior to the expiration date. "Notice of Opening" is nowise intended as "Notice of Termination."

If this Agreement is "opened" for alternations 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.

### **ARTICLE 1 - RECOGNITION - UNION SECURITY**

1.01 The Employer hereby recognizes during the term of this Agreement GENERAL TEAMSTERS LOCAL UNION NO. 174, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, as the sole and exclusive bargaining agency for all employees of the Employer whose job classification is set forth in this Agreement and who are located at 20213 89<sup>th</sup> Ave. S., Kent, WA 98031 or 7011 S. 188<sup>th</sup> St., Kent, WA 98032.

1.02 Employees who are not members of the Union at the time this agreement becomes effective, shall be required to join the Union thirty (30) calendar days after the effective date of this agreement and remain members of the Union in good standing as a condition of employment. "Good standing" shall mean the tender of initiation fees and dues uniformly required as a condition of acquiring or retaining membership. "Union membership is required only to the extent that employees must pay either (1) The Union's initiation fees and periodic dues or (2) Service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues and in the case of an objecting service fee payer shall be the proportion of the initiation fees and dues corresponding to the proportion of the Union's total expenditures that support representational activities.

1.03 New Hire Orientation: The Union through a Shop Steward or Union Representative shall have thirty (30) minutes during the employer's new hire orientation program to meet with the employee(s) for the purposes of filling out Union paperwork and orienting the employee to Union membership.

## **ARTICLE 2 – CHECKOFF**

2.01 The Company, upon written authorization of the employees, shall deduct from the first pay received each month by such employee, the union dues, initiation fees, and assessments for the current month and promptly remit same to the appropriate officer of the Union. If dues are not deducted in one month for any reason, they shall be deducted the following month. The amount of such dues, initiation fees and assessments are those currently in effect or as may hereinafter be established. The deduction of initiation fees may be split as to provide for four (4) equal payments, one from the first pay period after completion of thirty (30) days employment and equal amounts in each of the three following pay periods.

2.02 The Company will deduct the assessments and monthly dues on the first pay day in the month. When an employee quits, is discharged or is laid off, any of the forgoing amount due will be deducted from the last pay payable.

2.03 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or reason of action taken or not taken by the company in reliance upon signed authorization cards furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Article.

2.04 The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless the employee gives written notice to the Company and the Union at least forty-five (45) calendar days and not more than sixty (60) calendar days before any periodic renewal date of this authorization and assignment of any desire to revoke the same.

## **ARTICLE 3 - 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 each pay period 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 actual cost for the expenses incurred in administering the payroll deduction plan.

#### **ARTICLE 4 - DISCRIMINATION - NO STRIKE/LOCKOUT - PICKET LINES**

4.01 No worker shall be discriminated against for upholding Union principles, and any employee who works under the instructions of the Union or serves on a committee shall not lose his job or be discriminated against for this reason.

4.02 The Union will not call or sanction nor the employees covered by this Agreement engage in any strike, work stoppage, slowdown or sympathy strike during the term of this Agreement. The Company will not engage in any lockout during the term of this Agreement.

4.03 It shall not be a violation of this Agreement or be cause for discharge for an employee to refuse to cross or work behind a picket line established around the Company's facilities covered by this Agreement because of a legally declared strike by some other union; provided such Union legally represents employees at that facility; and it further shall not be a violation of this Agreement for an employee to refuse to cross a primary legal picket line around a company not party to this Agreement in the performance of his duties. In order to ensure the needs of customers are met, the Union agrees to provide notice to the Employer as soon as administratively feasible if an employee is going to refuse to cross a bona fide picket line.

#### **ARTICLE 5 - HOURS OF WORK - SHIFT PREMIUMS - OVERTIME – HOLIDAYS**

5.01 The following days shall be considered holidays:

NEW YEAR'S DAY	MEMORIAL DAY
FOURTH OF JULY	LABOR DAY
THANKSGIVING DAY	DAY AFTER THANKSGIVING DAY
DAY BEFORE CHRISTMAS DAY	DECEMBER 25TH

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 and maximize employee's time off. If the Company declares an additional stated holiday, the employee may use available paid time off or take the day off without pay.

5.02 All regular employees (who have acquired seniority) shall be paid for all such holidays regardless upon which day in the week the holiday shall fall; provided the employee qualifies in accordance with Section 5.03 below. If any work is performed by such employee on any such holiday, additional compensation at the rate of time and one half (1-1/2) the straight time hourly contract rate in addition to holiday pay shall be paid. No employee shall be called on such holiday for less than four (4) hours work. When any of the aforementioned holidays fall on Saturday or Sunday, the Friday before or the Monday following shall be considered the holiday. If a holiday occurs during an employee's vacation, he shall receive holiday pay in addition to his vacation pay.

5.03 All regular employees (those who have attained seniority) shall receive eight (8) hours of pay at the employee's straight-time hourly rate, even though no work is performed on the above-mentioned holidays; provided, further, that such employees must work the last full scheduled regular working day immediately preceding the holiday AND the first full scheduled regular working day following the holiday, and unless the employee so works, he shall receive no pay for such holiday unless such absence on the regular working days before or after said holidays is due to the express permission of the Employer or is protected leave under the Washington State Sick Leave Law. Employees otherwise entitled to holiday pay, but who are absent due to layoff on either the last regular working day immediately preceding the holiday or on the first regular working day following the holiday, shall receive holiday pay.

5.04 The regular work week, for payroll purposes only, shall begin at 6:00 a.m., or the shift closest thereto on Monday. A shift with a Sunday night starting time which ends on Monday will be considered a shift starting on Monday for payroll purposes. The determination of the regular daily shift schedules and regular weekly work schedules shall be made by management and such schedules may be changed from time to time by management to suit varying conditions of business but in no case more than once every forty-five (45) calendar days without agreement from the Union. The Union agrees to give full and expeditious consideration to the Company in the event the Company determines that additional schedule changes are needed. The Unions' agreement will not be unreasonably withheld. Management will not modify workweeks for arbitrary reasons. An employee will be assigned a regular weekly work schedule consisting of five (5) eight (8) hour consecutive days, or a four (4) ten (10) hour daily work schedule in which the work week may be split once. An employee's regular scheduled work week and/or regular scheduled daily starting time shall not be changed after the start of their work week for the sole purpose of avoiding overtime. No regular weekly work schedule shall contain less than two (2) assigned consecutive days off, one of which must be Saturday or Sunday. An employee called into work prior to their regular starting time will retain their regular quitting time for weekly overtime calculation. In other words, the employee will be entitled, or may be obligated by the employer, to work up to their regular scheduled quitting time.

5.05 Premium pay at the rate of time and one-half will be paid for all hours worked in excess of forty (40) hours in the regular work week. Vacation, holidays, jury duty, funeral leave, or a non-compensable layoff of one (1) day or less shall count toward the forty (40) hour requirement after which overtime is paid. Premium pay at the rate of time and one-half will be paid for all hours worked on a holiday listed in this agreement. Employees shall be provided notice by end of shift on the Monday prior to the weekend when Saturday or Sunday work is necessary and such shall be offered by seniority when the Company is aware of the need on Monday.

5.06 Holiday pay will be based on the number of hours in the employee's regular straight-time daily work schedule for the week in which the holiday falls. Holidays that fall on a day the employee is not scheduled to work will be paid based on an eight (8) hour daily schedule. Pay for work performed on a holiday shall be exclusive of holiday pay.

5.07 No provisions of this article shall be interpreted to provide in any manner the pyramiding of overtime payment.

5.08 Employees reporting for work at the beginning of any regular shift shall be allowed four (4) hours work. If the employee is worked in excess of four (4) hours, he or she will be allowed eight (8) hours work. Such allowances shall not apply if work is not available due to a major mechanical breakdown, act of God, or causes beyond the control of the employer. However, once an employee has commenced work, they shall receive at least four (4) hours pay or pay for hours worked, whichever is greater. Employees called back to work after the completion of their day's shift or scheduled day off shall receive no less than three (3) hours work or pay at the rate of two times (2X) their hourly rate.

5.09 An annual bid shall be posted on December 1<sup>st</sup> of each contract year for the purposes of selecting work week and start times by seniority. This bid shall come down on December 15<sup>th</sup> of each year with bids taking effect the first full work week in January. Employees making bid changes, will be given a reasonable "adjustment" period to familiarize themselves with the particular bid. However, in no case, shall this "adjustment" period exceed ten (10) working days. If after this "adjustment", the employee is unable to meet the requirements of the bid, the driver may be removed from the bid and placed as provided for by the driver's seniority. If new bids are created, or a bid vacancy occurs, these "vacant" bids shall be posted for a period not to exceed ten (10) calendar days, and awarded on the basis of seniority.

5.10 Day shift shall be defined as a shift that starts between 5:00 am and 1:59 pm. Night shift shall be defined as a shift that starts between 2:00 pm and 4:59 am, and a night shift premium of thirty-two and one-half cents (\$0.325) per hour shall be paid for all hours worked.

5.11 All employees covered under this agreement shall be provided morning and afternoon breaks of not more than fifteen (15) minutes away from their work station. An additional fifteen minute rest period shall be required at the end of the regular shift, if an employee is going to be required to continue to work one (1) hour or more beyond their regular quitting time and for every two (2) hour period worked thereafter.

5.12 All regular employees who commence work at the beginning of the first day of their work week shall be guaranteed forty (40) hours of work or pay, except in emergencies beyond the Employer's control, or where the employee quits, fails to report to work or is terminated for cause. This guarantee does not apply to probationary employees, extra employees, or any employee hired on or after August 1, 2006.

## **ARTICLE 6 – PAID TIME OFF**

6.01 Effective January 1, 2020, all employees with at least one year of service on January 1 of each calendar year will be awarded paid time off (PTO) as follows:

- a) Employees with at least one (1) year of service but less than five (5) = one hundred eight (108) hours of PTO
- b) Employees with at least five (5) years of service but less than eleven (11) = one hundred forty-eight (148) hours of PTO

- c) Employees with at least eleven (11) years of service but less than twenty (20) = one hundred eighty-eight (188) hours of PTO
- d) Employees with at least twenty (20) years of service = two hundred twenty-eight (228) hours of PTO

6.02 All employees with less than one (1) full year of service on January 1 of each calendar year will be awarded paid time off (PTO) as follows:

- Five (5) hours of PTO for each full calendar month of service, credited on the last day of the calendar month. The Company will audit the hours worked by new employees, and ensure that no employee receives less than the equivalent of one (1) hour of PTO for every forty (40) hours worked.
- Employees cannot use PTO until reaching ninety (90) days of active employment.

6.03 PTO may be used in the following manner:

1. For absences outlined in the Washington State Sick Leave Law, up to the equivalent of one (1) hour for every forty (40) hours worked in a calendar year. Employees will be required to provide reasonable advance notice of foreseeable absences and notice as soon as practicable for unforeseeable absences, but no later than the end of the shift for which the employee took unforeseeable leave. It shall be the employee's option to use PTO when the employee is absent from work for reasons outlined below. For the use of PTO for this category of absences, and when used for this purpose, PTO can be used in increments of one-tenth (1/10) of an hour. Employees may be required to provide verification for absences that exceed three (3) consecutive days on which the employee was required to work. If obtaining verification causes an undue burden or expense, employee must contact human resources. These include the following, unless amended by the Washington State Sick Leave Law:
  - a. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
  - b. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care;
  - c. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason; and
  - d. For absences that qualify for leave under the state's Domestic Violence Leave Act (DVLA).

2. For pre-scheduled and pre-approved PTO.
3. Absences outside of these parameters or other hours protected by law (such as FMLA) will be subject to the attendance program in place.
4. At the request of an employee, PTO may be paid out for unscheduled absences beyond the equivalent of one (1) hour for every forty (40) hours worked, but the absence will be subject to the attendance program in place.
5. Employees will not experience retaliation for using available PTO for qualifying paid sick and sick leave reasons.

6.04 All employees will be provided with a monthly report that complies with the Washington State Sick Leave Law statutory requirements in place at the time. In addition, up to forty (40) hours of accrued but unused PTO can be carried over to the following year.

6.05 For those employees who have a sick bank balance as a result of previous contracts, the sick bank balance will be charged for all unplanned absences beyond the PTO equivalent of one (1) hour for every forty (40) hours worked. In addition, the sick bank balance will continue to carry over from one calendar year to the next, in addition to the carryover of up to forty (40) hours of PTO awarded in the current year.

#### 6.06 Pre-Approved PTO

Pre-approved PTO scheduling shall be handled as follows:

- a) A time off calendar shall be posted no later than November 15th of each year, and remain posted two (2) weeks prior to the December 1st sign up starting date. It shall be a violation of this Agreement for any employee to work his/her pre-approved PTO and receive pay for it. The calendar shall include an accounting of the days each employee has available to schedule and the number of employees allowed off per week or day that year.
- b) On the first time through the sign-up process, all employees may schedule all available PTO as full weeks of pre-approved PTO, by seniority. A maximum of two (2) consecutive weeks may be selected. This shall be completed by December 31st of each year. (An employee may not sign up on the time off calendar until the senior person(s) ahead of him/her has done so.) Each employee who is not on pre-approved PTO shall be afforded up to forty eight (48) hours to make their selection before moving to the next employee on the seniority list.
- c) On the second time through the sign up process, employees may schedule any available PTO as single days of pre-approved PTO, by seniority. This must be done taking into consideration the maximum number of employees allowed off on any given day or week and be completed by January 31st each year. Each employee who is not on pre-approved PTO shall be afforded up to forty-eight (48) hours to make their selection before moving to the next employee on the seniority list.

- d) Any time that remains available after the sign up process is completed can be scheduled by making the request to the supervisor at least one (1) week prior to the day(s) being requested. Provided the time is available on the time off calendar, such requests shall be granted on a first come / first serve basis, unless multiple employees submit requests on the same day, requesting the same day(s) off, in which case the time off shall be awarded by seniority. All requests will be approved or denied within forty-eight (48) working hours.
- e) In the event an employee exhausts his PTO balance prior to the time he has scheduled as pre-approved PTO, he may elect to take up to forty (40) hours of pre-approved time off unpaid, with this time off contained in a single calendar week. Any remaining pre-approved time off will be removed from the calendar, and the time made available to others in the bargaining unit on the basis of seniority. Notifications of additional available time will be made via posting for three (3) workdays, and requests to schedule the time as pre-approved PTO will be made by the employee, in writing, and received by the supervisor no later than the end of the posting period.
- f) Employees shall not be required to work weekend overtime the weekend beginning the employee's pre-approved PTO week or the weekend at the end of the employee's pre-approved PTO week.

#### 6.07 Payout at termination

At the time of termination of employment, an employee will be paid out any existing sick bank balance that is the result of previous contracts, as well as the current PTO balance.

#### 6.08 Transition plan for calendar year 2020

In order to transition from annual floating holidays and time off awarded on the employee's anniversary date to an annual PTO award on January 1 of each year, the following will be paid out on the second payroll date in January 2020:

- Any vacation balance remaining from the calendar year 2019 award. For example, an employee awarded three (3) weeks of vacation on their anniversary date in 2019 who has only used ten (10) days of vacation will have a payout of five (5) vacation days, PLUS
- A pro-rata vacation award calculated at one-twelfth (1/12) of the 2019 vacation rate for each full month of 2019 from the anniversary date to December 31. For example, an employee with four (4) years of service on their anniversary date of July 22 will have five-twelfths (5/12) of two (2) weeks of vacation (equal to 33.33 hours) paid out.

## **ARTICLE 7 - SENIORITY**

7.01 In the event of a layoff, the last employee hired shall be the first laid off, and the last employee laid off shall be first rehired. A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment. In the event two individuals share a common seniority date, they will be placed on the seniority list in order by the last four (4) digits of the employee's social security number.

7.02 Scheduled overtime assignments shall be made on the basis of seniority. When the Employer has knowledge of weekend overtime, a posting seeking volunteers for the overtime shall be put up on Monday, if possible, and taken down by the end of first shift on Thursday. In any event, the Employer shall notify the employees by the beginning of their shift on Friday if they will be needed for weekend overtime. EXCEPTION: Due to the security requirements of some customers, there may be instances where seniority assignment of overtime is not feasible. The employer agrees they will not apply this exception in a capricious and arbitrary manner. Alleged abuses shall be handled through the settlement of disputes Article.

7.03 A layoff or termination of a probationary employee shall not be subject to the grievance procedure.

7.04 Seniority shall also govern regarding the selection of vacation times and shift assignments; provided, however, that as to shift assignments, the employee must have the basic qualifications (proper license and security clearance) to perform the work or job involved. The Employer shall be the judge of the employee's qualifications, but shall not exercise that right arbitrarily.

7.05 There shall be a six (6) month probationary period for new hires.

7.06 Seniority shall be broken for the following reasons:

- a) Justifiable discharge;
- b) Voluntary quit;
- c) Two days no call / no show;
- d) Obtaining other employment while on a leave of absence;
- e) Failure to return from leave of absence;
- f) Layoffs of twelve (12) months or more or the employee's length of service, whichever is less;
- g) By reason of illness or injury for a period of more than twelve (12) months.

## **ARTICLE 8 - CLOTHING**

Where employees are required to wear uniforms or clothing or use special equipment specified by the Employer, same shall be furnished, paid for and repaired by the Employer.

**ARTICLE 9 - CLASSIFICATIONS - MINIMUM RATES OF PAY**

9.01	<u>Wage Scale Per Hour</u>				
	<u>Current</u>	<u>10/1/18</u>	<u>4/1/19</u>	<u>10/1/19</u>	<u>10/1/20</u>
Driver	\$22.99	\$23.95	\$24.95	\$25.45	\$25.96
Driver-Doubles Endorsement	\$23.04	\$24.00	\$25.00	\$25.50	\$26.01

New employees progression rates:

First six (6) months	80 %
Second six (6) months	90 %
Thereafter	100 %

9.02 Dispatchers and Working Foremen: Working Foremen shall remain members of the Union and shall be covered by the Pension, Health and Welfare, Dental, Vision, and all other fringe benefits, and all conditions under the agreement shall prevail. Foremen shall receive seventy-five cents (\$.75) per hour premium. The Employer will post vacancies for interest bidding. Selection shall be at the discretion of Management.

9.03 All loading and unloading of trucks or any similar equipment by any mechanical devices, or hand trucks or without mechanical devices shall be done by members of Teamsters Local Union No. 174 or No. 117 bargaining units.

9.04 Holiday, vacation and overtime pay shall be dictated by the rate of pay received prior to the event in question. No employee who, prior to the date of this Agreement, was receiving more than the rate of wages designated in this Agreement for the class of work in which he is engaged shall suffer a reduction in the rate of wages from the application of this Agreement.

9.05 When a driver makes a trip which necessitates being away from home overnight, the Employer shall compensate him for reasonable expenses, subject to paid receipts.

9.06 Light Duty Assignment: For employees suffering a work-related injury or illness, and depending upon the physician's limitations and the Company's need for such light duty assignment, the Company will provide such work in a non-discriminatory manner. Employees must accept such assignment if qualified and physically able to perform the assignment as determined by the treating physician. The Company shall pay all benefit and pension payments, in accordance with Articles 12 and 13 of the Labor Agreement, to bargaining unit employees who perform non-bargaining unit work on light duty assignment.

9.07 Paydays shall be on Friday. Pay periods shall be bi-weekly and paid by direct deposit. Employees not electing direct deposit will have access to their paychecks on Friday under normal circumstances. Within sixty (60) days of ratification of this agreement, all employees will enroll in direct deposit for payroll processing.

9.08 In the event an error is made and an employee is shorted an amount of \$150 or greater than his/her appropriate pay, the Employer will make every attempt to provide the corrected pay within two (2) business days of notification of such error.

9.09 Earning statements will be available to employees electronically, on a Company supplied computer, on Company property during working hours.

## **ARTICLE 10 - UNIT WORK PRESERVATION**

10.01 The work of Local 174's Bargaining Unit must be performed only by employees belonging to said unit, except for the loading or unloading of trucks, which may also be performed by Local 117 employees. However:

10.02 Locals 174/117 Bargaining Unit crossover work/ past practice.

It is understood and agreed to by the parties signatory to this agreement, in order to avoid the layoff of a local 117 member, or in an emergency where no Local 174 member is available, the employer may utilize a Local 117 employee to perform 174 bargaining unit work as follows:

- 1) All regular 174 members are assigned or working forty (40) hours per week within a normal work week.
- 2) All hours working in 174's jurisdiction shall be compensated at 100% of the Local 174 scale. However, if an employee is subject to the New Hire Progression he/she shall be compensated at the same percentage rate of the 174 Progression scale.
- 3) Upon request, the Union may review the time cards which shall document crossover work.
- 4) Deliveries utilizing 117 personnel operating company equipment will not be used for the sole purpose of depriving regular Local 174 members of overtime.
- 5) This agreement is reciprocal with Local 117 bargaining unit, should case arise.
- 6) The above shall not negate the past practices of the Company, including unloading and loading as required. The union reserves the right to grieve in the event such practices are expanded beyond their present scope.

10.03 The Employer must not make unilateral changes in wages, hours or other terms and conditions of employment of unit employees, without prior good faith consultation and bargaining with the Union concerning the effects of such changes.

## **ARTICLE 11 - MANAGEMENT FUNCTIONS**

Except to the extent abridged by provisions of this Agreement, the Union recognizes the Company's inherent and traditional right to manage its business. The Union recognizes the right of the Company to hire, promote, suspend and to maintain the discipline and efficiency of its employees' the right to layoff; the right to establish work schedules and assignments; the right to

direct methods of doing work; the introducing of new work methods or equipment and the right to make such reasonable rules and regulations as it may deem necessary for the conduct of its business and to require their observance.

This does not preclude the union grieving the reasonableness of such rules(s) or any discipline resulting from such rules and/or regulations.

**ARTICLE 12 - HEALTH AND WELFARE, RETIREE'S HEALTH AND WELFARE, DENTAL AND VISION BENEFITS**

12.01 Effective October 1, 2018 (September 2018 hours for coverage in November 2019), and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Employer agrees to pay to the Washington Teamsters Welfare Trust, c/o NORTHWEST ADMINISTRATORS, INC., for each employee who received compensation for eighty (80) hours or more in the previous month the following:

Health & Welfare	
Medical "Plan B"	\$1191.30
Employee Life, AD&D & Dependent Life Plan C	\$1.60
Time Loss Plan A (\$400 per week)	\$16.00
9 month Disability Waiver of Contributions Extension	\$11.40
Dental Plan B	\$87.50
Vision Plan Extended Benefits	\$14.90
TOTAL	\$1322.70

12.02 Effective January 1, 2019 (December 2018 hours for coverage in February 2019), and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Employer agrees to pay to the Washington Teamsters Welfare Trust, c/o NORTHWEST ADMINISTRATORS, INC., for each employee who received compensation for eighty (80) hours or more in the previous month the following:

Health & Welfare	
Medical "Plan B"	\$1229.50
Employee Life, AD&D & Dependent Life Plan C	\$1.60
Time Loss Plan A (\$400 per week)	\$18.00
9 month Disability Waiver of Contributions Extension	\$11.40
Dental Plan B	\$87.50
Vision Plan Extended Benefits	\$17.10
TOTAL	\$1365.10

12.03 Effective October 1, 2018, the Company will contribute 87% of the total cost of the Health and Welfare plan, and the Employee will contribute 13% of the total cost of the Health and Welfare plan.

Effective October 1, 2019, the Company will contribute 86% of the total cost of the Health and Welfare plan, and the Employee will contribute 14% of the total cost of the Health and Welfare plan.

Effective October 1, 2020, the Company will contribute 85% of the total cost of the Health and Welfare plan, and the Employee will contribute 15% of the total cost of the Health and Welfare plan.

12.04 The payments required under Sections 12.01 and 12.02 above shall be made on or before the tenth (10<sup>th</sup>) day of the month.

12.05 Any Employer delinquent in required monthly payments shall be liable for payment of claims incurred by its employees or dependents during such period of delinquency. The Trust Agreement shall be known as Supplement "A", and by this reference same is incorporated in and deemed a part of this Agreement. Employers that fail to make the monthly contribution required by this Article may be notified by the Union and, thereafter, shall have five (5) days within which to pay the amount due

12.06 Effective October 1, 2018 (September 2018 hours) and each month thereafter during the period this Collective Bargaining Agreement is in effect, the Employer agrees to pay to the Retirees Welfare Trust, c/o NORTHWEST ADMINISTRATORS, INC., for each employee who received compensation for eighty (80) hours or more in the previous month for coverage under the following:

A. Retirees Welfare Trust RWT-Plus Plan as follows:

January 1, 2018	\$94.85
January 1, 2019	\$94.85
January 1, 2020	\$TBD
January 1, 2021	\$TBD

B. The Company agrees to contribute the amounts stated above to the Retirees Welfare Trust RWT-Plus Plan, said contribution to be included and treated as part of the Company's portion of the monies remitted by the Company to the Trust pursuant to 12.05. The Company's obligation with respect to the RWT-Plus Plan shall be limited to the contributions stated above.

12.07 Maintenance of Plans - The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

12.08 Maintenance of Benefits – The Employer shall be responsible for the timely remittance to the Trust each month for the entire premiums necessary for the benefits referenced above. If increases are necessary to maintain the current benefits during the Life of the Agreement, the Employer shall remit all such increases as determined by the Trustees. Each eligible Employee hereby authorizes the collection of such monies by the Employer, via periodic payroll deduction through an IRS Section 125 Pre-Tax Plan.

12.09 If during the term of this Agreement, health and welfare benefits provided herein are subject to mandatory modification by the Washington Health Services Act of 1993, or other state or federal regulation, the parties shall enter into negotiations regarding such required modifications, provided that any modified health and welfare plan agreed upon pursuant to such negotiations shall provide benefits equivalent to those currently required under this Article. In the event of a dispute between the parties concerning whether the benefits under a plan modified pursuant to the Washington Health Services Act of 1993 are equivalent to those currently provided, the matter shall be submitted to final and binding arbitration pursuant to the procedures of the Federal Mediation and Conciliation Service.

**ARTICLE 13 – PENSIONS**

13.01 Effective the following dates, the Employer shall pay the following sums per hour into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for each hour for which compensation is paid, said amount to be computed monthly to a maximum of 2080 hours per calendar year, allocated as follows:

<b>Effective Date</b>	<b>Base Rate</b>	<b>PEER 84 Rate</b>	<b>Total Hourly Rate</b>
10/01/2012	\$3.22	\$0.21	\$3.43

Compensable hours to include vacation pay, overtime, holidays, jury duty and funeral leave.

13.02 The contribution to the Western Conference of Teamsters Pension Trust Fund, Program For Enhanced Early Retirement (PEER) shall be 6.5% of the basic contribution. It is understood that the PEER contributions are not taken into consideration for benefit accrual purposes under the pension plan. Also, the PEER rate must always be 6.5% of the basic pension rate and may not be decreased nor discontinued.

13.03 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 each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate prompt and orderly collection of such amounts, and the accurate reporting and recording of such hours and 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.

13.04 In the event an Employer party to this Agreement fails to make the monetary contributions required by this Article of this Agreement, the Employer shall be so notified by the Union and shall have five (5) days within which to attempt to secure payment of the amount due.

**ARTICLE 14 - TEAMSTERS SUPPLEMENTAL INCOME 401(K)**

The Employer agrees to participate in the Supplemental Income 401(k) Plan, a plan intended to conform to the requirement of Internal Revenue Code Section 401(k) for certain tax exempt, employee contributory plans. The Employer’s obligations to the Plan created by this agreement are limited to

- (1) the timely execution of the Plan's Subscriber Agreement;
- (2) the timely payment of that portion of their wages employees elect to pay into the Plan; and
- (3) the payment of the Plan's administrative fee of \$4.00 per month for each employee who elects to participate in the Plan.

#### **ARTICLE 15 – BEREAVEMENT LEAVE**

15.01 In the event a death occurs in the immediate family of the employee or the spouse, a regular employee shall receive up to three (3) compensable days off consisting of eight (8) hours per day for employees on a 5x8 workweek schedule, and ten (10) hours per day for employees on a 4x10 workweek schedule days off for the purpose of grieving, making arrangements or attending the funeral or the memorial service between the date of the death and one (1) day following the funeral. Such compensation shall not apply on days an employee is not scheduled to work. The employee shall be allowed to take up to three (3) additional days off. It shall be at the employee's discretion whether to take this additional time as unpaid leave or to be compensated via available PTO. Documentation of the death shall be provided.

15.02 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 16 – LEAVE OF ABSENCE**

For any medical leave of absence, including those related to the Family Medical Leave Act (FMLA) and/or Washington State Family Leave Act (FLA), the employee must apply for leave by contacting the appropriate Company leave administrator.

#### **ARTICLE 17 - JURY DUTY**

When a regular employee (who has acquired seniority) covered by this Agreement is called upon for jury service in any municipal, county, state or federal court, he shall advise the Company upon receipt of such call and, if taken from his work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service, provided he exhibits to the Company his proper verification of service. An employee who reports for jury duty and is excused, with at least four (4) hours remaining in their shift must report immediately to their Employer to determine if work is available. Second and third shift employees shall be considered as day shift employees during jury duty assignments. There shall be an eighty (80) hour maximum for any one (1) jury term.

#### **ARTICLE 18 - TRANSFER OF RIGHTS**

In the event that the Employer absorbs, purchases, or merges with another Company, all wages and vacation privileges shall continue and all other benefits under this Agreement shall prevail.

## **ARTICLE 19 - EXTRA AGREEMENTS**

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

## **ARTICLE 20 - EQUIPMENT - SAFETY**

20.01 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. Any employee involved in any accident shall immediately report said accident and any physical injury sustained.

20.02 Adequate heaters and adequate defrosters and large mirrors will be installed in the cabs and on the cabs of all trucks and tractors put into regular service after April 1, 1966. The Employer agrees to make a reasonable and practicable effort to provide such equipment in all units now in service and keep them in good working order.

## **ARTICLE 21 - MOONLIGHTING**

In the interest of safety and production it shall be a violation of the Agreement for an employee to be employed by another employer without written permission from the Company. The Company shall consider any request in good faith. The Employee may not place DOT compliance at risk.

## **ARTICLE 22 - TIME SHEETS AND CLOCKS**

A daily time record shall be maintained by the Company at its place of business. The employer shall have the right to continue to use a system of its choosing to track log in and log out times and hours worked, including but not limited to a time clock or electronic logs.

## **ARTICLE 23 - DISCHARGE OR SUSPENSION**

23.01 Warnings, suspensions or discharges not in accordance with the provisions of this Article are null and void.

23.02 No employee(s) shall be warned or suffer suspension or discharge except for just cause and in strict accord with the provisions of this Article and such must be in writing and dated.

23.03 As a condition precedent to any suspensions or discharges the Employer must have given the employee a written warning notice wherein facts forming the grounds of Employer dissatisfaction are clearly set forth. Warnings, suspensions or discharges must be given by registered or certified mail or personally with a written acknowledged receipt. However, under the exceptions in Section 23.06 of this Article, an employee may be suspended for not more than three (3) working days pending investigation; provided, in the event the employee is not suspended or discharged following investigation, the employee shall be entitled to reimbursement for all time lost. In situations in which more than three (3) days are needed to complete a thorough investigation, the parties may mutually agree to extend the time limit to no more than ten (10) working days suspension.

23.04 Copies of all warning notices, suspensions or discharges shall immediately be forwarded to the Union.

23.05 Warning notices not given and suspensions and discharges, except as hereinafter provided, not executed within ten (10) working days of any given incident are null and void. Warning notices given within ten (10) working days of any given incident shall be null and void and incompetent evidence under the provisions of this Agreement after twelve (12) months.

23.06 Exception: Warning notices are not necessary if the grounds are dishonesty, violation of the employers Drug and Alcohol policy, using, manufacturing, or possession of controlled substances or Alcohol on Company property or equipment, recklessness, carrying unauthorized passengers while operating Employer's vehicles, fighting, gross insubordination or other such gross misconduct which is so serious in nature to justify immediate suspension or discharge. Discharges or suspensions under these exceptions and 5 above, must be executed within ten (10) days of the occurrence of the incident forming the grounds. However, if the Employer's knowledge of the incident is not immediate, a discharge or suspension founded thereon must be executed within ten (10) working days of the time the employer acquires knowledge of same, but in no event more than sixty (60) calendar days following the incident, except for dishonesty, falsifying information, knowingly failing to report an accident, and/or stealing.

- a. Discharges or suspensions under the foregoing exceptions must not be founded on evidence secured directly or indirectly through entrapment.

23.07 Any employee(s) has the right to request an investigation by the Union of any warning notice, suspension or discharge provided such request is made within ten (10) working days of receipt of same, otherwise the right to request an investigation is waived. The day of receipt of a warning notice, suspension or discharge shall be excluded in figuring time

23.08 Grievances arising as a result of any such investigation shall be settled in accordance with the provisions of the Settlement of Disputes, Article 30.

23.09 Drug and Alcohol Testing Policy: The Employer's NON-DOT Drug and Alcohol Policy for non-drivers was revised July 1, 2016, and is attached hereto by reference. All drivers are subject to Department Of Transportation (DOT) Drug and Alcohol Regulations.

## **ARTICLE 24 - BULLETIN BOARDS**

24.01 Union Bulletin Boards: The Employer agrees to provide suitable space for the Union to use a bulletin board. Postings by the Union on such boards are to be confined to official business of the Union.

24.02 Posting of Health and Welfare and Pension Transmittals: When requested by the Union, a copy of Health and Welfare and Pension transmittals shall be posted by the Employer on the Union bulletin board.

## **ARTICLE 25 – 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. Surveillance and/or undercover investigation will not be used to monitor productivity or for routine surveillance inside the facility. 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 26 - INSPECTION PRIVILEGES**

26.01 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, the Union assures that there will be no interruption of the firm's working schedule.

26.02 The Employer recognizes the Union's right to appoint Shop Stewards, and the Union will notify the Company, in writing, of new appointments within ten (10) working days. Shop Stewards may pass out or post official Union bulletins and deliver routine oral instructions. Business Agents shall have authority over Shop Stewards.

26.03 Shop Steward may, without loss of pay or benefits, expend reasonable short periods of time investigating and alerting the employer of probable violations and grievances. The Union may, upon written application, no less than forty-eight (48) hours in advance, request leave, for Union business purposes, for the Shop Steward. The employer agrees to not arbitrarily deny such requests.

## **ARTICLE 27 - EMPLOYMENT AGENCY FEES**

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

27.02 All Employees performing the bargaining unit work of Local 174, except work that is de minimis in nature, shall be paid all wages and all other provisions of this Agreement to said employee. All Health and Welfare, Dental, Vision, Retirees' Health and Welfare and Pension payments shall be paid as provided for in this Agreement.

## **ARTICLE 28 - PAYROLL INSPECTION**

The Union shall have the right, when it deems there is a violation of this Agreement, to check the General Teamsters Local No. 174 Bargaining Unit payroll records in regard to wages, pension, health and welfare or any other cost or fringe items, including overtime pay.

## **ARTICLE 29 - OVERLOADING**

No driver shall be required to violate overloading regulations. The employer shall provide the opportunity, without question, for drivers to weigh their load. In the event a driver's commercial license is suspended for the reason of overloading, the Employer shall have the option of taking responsibility for wages lost because of the overload, or providing temporary alternate work, for up to three (3) months. The driver must not be negligent by failing to weigh as needed.

## **ARTICLE 30 - SEPARABILITY AND SAVINGS**

30.01 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.

30.02 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 either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

## **ARTICLE 31 - NATIONAL EMERGENCIES**

In the event of war, declaration of emergency, or imposition of civilian wage controls by the U.S. Government during the life of this Agreement, either party may reopen the same upon thirty (30) days written notice and request re-negotiation of matters dealing with wages and hours. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval.

## ARTICLE 32 - SETTLEMENT OF DISPUTES

32.01 The right to process and settle grievances is wholly, to the exclusion of any other means available, dependent upon the provisions of this Article. The Union and Employer agree to act promptly and fairly in all grievances.

32.02 The existing wage structures are not to be subjected to the provisions of this Article for determination or alteration.

32.03 The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of boards and Arbitrators, the Union shall be the exclusive representative of the employee(s) covered.

32.04 Employees, whether Union members or not, shall have no independent unilateral privilege or right to invoke grievance procedures or to complain against the Union for failing or refusing to do so unless the Union is guilty of arbitrary or wrongful conduct and/or bad faith in its responsibilities of fair representation.

32.05 The processing, disposition and/or settlement by and between the Union and the Employer of any grievance or other matter shall, except as in the preceding paragraph provided, be absolute and final and binding on the Union and its members, the employee(s) involved and the Employer. Likewise, as to hearings and final decisions of a Board or Arbitrator.

32.06 A Board or Arbitrator shall have no power to add to or subtract from or to disregard, modify or otherwise alter any terms of this or any other agreement(s) between the Union and Employer or to negotiate new agreements. Board and/or Arbitrator powers are limited to interpretations of a decision concerning appropriate application of the terms of this Agreement or other existing pertinent agreement(s), if any. Board and Arbitrator decisions shall be subject to provisions of applicable existing laws, including Court and NLRB decisions, and executive or administrative orders and/or regulations. Executive or administrative policies shall also prevail unless in conflict with this Agreement.

32.07 Failure to abide the final decision of a Board or Arbitrator shall be a violation of this Agreement. The Union or Employer may, if deemed expedient, seek Court enforcement of any final decision of a Board or Arbitrator. If either the Employer or Union fails, refuses or neglects to abide a final decision of a Board or Arbitrator, the Employer or Union may without liability therefore invoke any lawful economic action deemed expedient, either in lieu of seeking Court enforcement or contemporaneously therewith and such shall not be deemed a violation of this Agreement. However, neither party may take or threaten to take economic action pending a court appeal of an arbitrator's decision.

32.08 Step One: Should a matter coming to the knowledge of the Union or Employer give rise to a grievance, such shall be submitted to the Union by the Employer, or to the Employer by the Union. The parties may attempt to resolve the matter orally. Grievances must be initiated in writing no later than seven (7) working days after the grievance began to exist or should have been reasonably known to exist. A grievance which is not timely is without merit and therefore is null and void. Thereafter the Union and the Employer shall diligently seek to reach a fair informal settlement within five (5) working days. Grievances arising under the Discharge and Suspension Article must be submitted to the Employer within seven (7) working days of the employee's request for an investigation therein provided, otherwise same are barred.

32.09 Step Two: If an informal settlement is not reached pursuant to the five (5) day provision of Step One above, the matter shall thereafter be submitted in writing to the Union by the Employer or to the Employer by the Union with a request for a Board of Adjustment hearing within ten (10) working days from the end of the five (5) working day period. Within ten (10) working days of this submission and request, the Board shall be created. Such shall consist of two (2) appointees by the Union and two (2) by the Employer or Employer Association, if any. The Board shall have, except as herein otherwise provided, jurisdiction for the duration of the grievance. Board Members, by acceptance of their appointments, agree to the provisions of this Article.

32.10 Step Three:

- (a) The Board must hold a hearing within ten (10) working days of its creation. The hearing shall not be public. The Union and the Employer may be represented as desired and each may have a reporter, if desired.
- (b) The Union and Employer shall each have the privilege of making an opening statement, such may be oral or typewritten and may be made by Board members. The Union and the Employer must be accorded a fair and reasonable opportunity to be heard, present evidence, both documentary including affidavits, and oral by Board members or others, and also afforded liberal examination and cross-examination privileges in order to fully and accurately develop the facts. The Employer shall, when requested by a Board member and when practicable, make employees available as witnesses without loss of pay. Witnesses shall be free of restraint, interference, coercion, discrimination or reprisal. The Board may from time to time by majority vote, provide reasonable continuances and postponements of the hearing(s) as deemed appropriate.
- (c) If the Board is able to reach a majority decision it shall within ten (10) working days of termination of the hearing(s) render a final written decision. Such shall be dated and subscribed by all concurring Board members and a notation made of the dissenter, if any. The decision shall contain orderly and concise Findings of Fact. Copies, in duplicate, of all final decisions shall be forthwith forwarded to the Union and Employer, and the original shall be delivered to the Union for filing and preservation.
- (d) In the event of death or other disqualification or unavailability of a member of the Board of Adjustment, a replacement may be made consistent with initial appointment provisions.

(e) If the Board of Adjustment fails to reach a majority decision on a dispute or grievance submitted to it, such dispute or grievance may, within ten (10) working days, be referred to arbitration.

32.11 Upon receipt by either the Union or the Employer of a written request for arbitration of a dispute which has been processed in accordance with the procedures set forth above, representatives of the Employer and the Union shall attempt to agree upon an Arbitrator. In the event no agreement has been reached on the selection of an Arbitrator within five (5) working days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of five (5) qualified and approved Arbitrators, from which list the Arbitrator shall be selected by alternately striking one (1) name from the list until only one (1) name shall remain.

32.12 At the conclusion of the hearing(s) an oral decision may be rendered. Within thirty (30) days of the termination of the hearing(s) or the submission of written briefs, the Arbitrator shall render his final written decision which shall be dated and which shall include orderly and concise Findings of Fact. Copies of the final decision shall, in duplicate, be furnished the Union and Employer, and the original shall be delivered to the Union for filing and preservation. The Arbitrator shall have power to and may, from time to time, provide reasonable continuances and postponements of the hearing(s) as deemed appropriate or as agreed by the Union and the Employer. In no case will the financial liability on any grievance extend beyond six (6) months from the date the arbitrator is selected. In addition, any monies received from unemployment or alternate employment will reduce the amount of any award.

32.13 Fee for Arbitrator shall be shared equally by the Union and Employer. If the Union and Employer agree that a short-hand, stenotype or other reporter should take the proceedings, the costs incidental thereto shall be shared equally and each shall have access to the record. If the Union or Employer provide their own separate means for recording the proceedings, such shall not as a matter of right be available to the other.

32.14 In the event of death or other disqualification or unavailability of the Arbitrator, a replacement may be made consistent with initial arbitrator appointment provisions and, in such event, no fee shall be due the displaced arbitrator.

32.15 Arbitrators agree, by accepting the position of Arbitrator, to abide and be bound by the provisions of this Article.

**ARTICLE 33 - EQUAL OPPORTUNITY**

It is the policy and practice of the Company and the Union to provide Equal Employment Opportunity to all persons without regard 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. This includes hiring, assigning, training, promotions, transfers, termination, compensation, employee benefits, and all other conditions of employment. 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 all applicable state laws and local ordinances.

As used in this agreement, all pronouns of either gender, all references to people, and all job titles refer equally to persons of any gender.

SIGNED this 27th day of June, 2019.

Veritiv Operating Company

TEAMSTERS LOCAL UNION  
NO. 174/IBT

EBrennan  
ELIZABETH BRENNAN  
Veritiv Corporation

Rich Hicks  
RICK HICKS  
Secretary-Treasurer

7-15-19  
Date

6/27/19  
Date

M. Garcia  
MERLY GARCIA  
HR Business Partner

7/16/19  
Date

Greg Riel  
GREG RIEL  
Distribution Manager

07/23/2019  
Date