

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DISTILLATA WATER COMPANY

AND

TEAMSTERS LOCAL UNION NO. 293

JUNE 1, 2019 THRU MAY 31, 2022

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THIS AGREEMENT made and entered into as of the 1st day of June, 2019, by and between the undersigned Employers hereinafter referred to as the **COMPANY** and **TEAMSTERS LOCAL UNION NO. 293**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the **UNION**.

ARTICLE I
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all driver-salesmen and helpers and all other employees in those classifications bargained for by the Union in the negotiations which resulted in this Contract, but exclusive of all supervisory employees, as defined by the National Labor Relations Act amended and those employees in units represented by other Unions.

ARTICLE II
HIRING PROCEDURE

The Union recognizes that the Employer has the unqualified right to seek applicants for employment from any source or sources selected by the Employer. The Union also recognizes that the Employer has the unqualified right to accept or reject any applicant from any source. However, when vacancies exist that cannot be immediately filled by applicants presently available and qualified, the Employer agrees to notify the Union of the existence of such vacancies, and the Union may refer applicants for employment to the Employer. There shall be no discrimination, based on or affected by membership or non-membership in the Union or any obligation of membership or non-membership in the Union, among applicants referred by the Union or by any other source. The Union also agrees that this contractual provision shall be posted in any hiring hall that it may operate and shall be brought to the attention of any applicant referred to the Employer prior to such referral.

ARTICLE III
UNION SECURITY CLAUSE

Any employee who is a member of the Union in good standing on the effective date of this agreement, shall, as a condition of continued employment, maintain membership in the Union to the extent of paying the initiation fee and the periodic membership dues uniformly required by all Union members. Any employee who on the effective date of this Agreement, is not a member in good standing of the Union and any employee thereafter hired, shall, as a condition of continued employment, stating thirty-one (31) days following the beginning of his employment, whichever is the later, acquire and maintain membership in the Union to the extent of paying the initiation fee and periodic membership dues uniformly of all Union members.

ARTICLE IV
NON-DESCRIMINATION

The Company and the Union agree that there shall be no discrimination against any employee or applicant for employment by reason of his race, color, creed, sex, age, or natural origin. Wherever the words "he" or "his" appear herein, they shall also be construed to read "her" or "hers".

ARTICLE V
CHECK-OFF

The membership dues and initiation fee of the Union shall be checked-off the wages of the employees covered by this Agreement, by the Employer, each and every month and shall be remitted by the Employer, each and every month, to the properly designated Officer of the Union. Such remittance shall be accompanied by an itemized statement, showing the name of each employee and the amount checked-off, together with a list of employees from whom no money has been collected. It is understood that the foregoing shall become effective only upon written authorization of each individual employee in accordance with the form attached hereto and made a part hereof as Exhibit A.

The Company is hereby authorized to make payroll deduction for DRIVE for each employee from whom it has received a written authorization.

CREDIT UNION: In the case of Employers who do not have credit union deductions, those companies are authorized to make payroll deductions for the OHIO TEAMSTERS CREDIT UNION, INC. for each employee for whom it has received written authorization. It is understood that the employees who participate in the Credit Union cannot change the deductions more than twice in one year.

ARTICLE VI
HOURS, WAGES AND WORKING CONDITIONS

SECTION 1: The regular work week shall consist of five (5) days, Monday through Friday, and shall comprise forty (40) hours. Overtime will be paid time and one-half (1-1/2) for hours worked over forty (40) hours per week. Saturday work will be time and one-half (1-1/2). If a man has missed a day during the work week, any work performed on Saturday will be straight time pay. The Employer will endeavor to schedule the work of the Driver-Salesman within eight (8) hours a day, however, if a driver works more than eight (8) hours in a day, his hours of work in the balance of the week may be reduced in order that he shall work a forty (40) hour week.

The Employer guarantees all regular employees regular weekly employment, consisting of a minimum of five (5) days work, provided that nothing contained in this Agreement shall be construed to prevent the employer from laying off any regular employee by reason of business conditions or other circumstances beyond the control of the Employer.

No work shall be performed on a Saturday or on any other days which are herein recognized as a paid holiday excepting that in cases of emergency, employees may be required to work on any of these said paid holidays or Sunday, but in such cases, those employees required to work shall receive time and one-half (1-1/2) their daily rate in addition to the commissions provided for under this Agreement.

SECTION 2: Except for special Drivers, normal working hours for employees will be between the hours of 5:30 a.m. and 6:00 p.m. Starting time will be between the hours of 5:30 a.m. and 9:00 a.m., as determined by the Employer. The Employer has the right to extend starting times, but this is strictly on a voluntary basis on the part of the employee.

SECTION 3: WAGES

A. DRIVER/SALESMEN

Base Salary

\$214.00 Base for the life of the contract

Commissions

Cups - \$.25 / package of up to 5,000 cups
Coolers – Sold by Driver - \$25.00 per cooler due upon payment
Rented by Driver-\$25.00per cooler due after 6 months continuous service
Cooler Delivery - \$1.50 In and Out for duration of contract
Packaged Goods – all sizes - \$.50 / package for duration of contract
Crocks and Stands - \$.40 each for duration of contract
Coffee \$.50 per 25 count package, \$2.00 per case
Five Gallon Bottles:

2019

\$.66 cents per full

\$.22 cents per empty

\$.88 cents total commission

2020

\$.67 cents per full

\$.22 cents per empty

\$.89 cents total commission

2021

\$.68 cents per full

\$.22 cents per empty

\$.90 cents total commission

All Drivers shall immediately report to the Employer all accidents, together with the names and addresses of all witnesses. All accidents incurred on the Company premises involving Company or privately owned property, will be charged as a major accident to an employee's safety record.

SECTION 10: Employees shall be paid at the rate of time and one-half (1 ½) for their hourly rate, in addition to the commissions(s) provided for under this Agreement for all work performed in excess of their regular work week as specified in Article VI, Section 1. In determining eligibility for such overtime pay, holidays not worked shall not be included or considered. Moreover, there shall be no pyramiding of overtime.

SECTION 11: No route shall be adjusted or changed without the Employer having given the Driver-Salesmen whose route is to be affected and the Union Stewards reasonable notice and shall have met and discussed fully and completely the anticipated move with the men and the Union Stewards in an attempt to reach mutual agreement which would be fair and reasonable to the parties involved. Whenever a job opening occurs on a route, the employer, in selecting an employee to fill the job opening will give consideration to seniority provided the skill and ability of the senior employee is equal to that of the other employees being considered for the opening. Notwithstanding the above provisions of this Section, the right of the Employer to adjust routes and to select the employees to fill a job opening is recognized.

Where new jobs for which rates of pay are not established by this Agreement are put into effect by the Employer within operations covered by this Agreement, rates governing such jobs shall be subject to negotiations between the parties. Rate agreed upon shall be effective as of the date the job is placed in operation.

In order to further protect the interest of the Driver-Salesman whose route is reduced as a result of an adjustment, the net average weekly deliveries made for the period of eight (8) weeks prior the notification to customers taken from the Driver-Salesman as a result of the adjustment, shall be computed and the Driver-Salesman shall be paid each week for eight (8) weeks following the adjustment, the amount of net average weekly commissions lost as a consequence of the adjustment.

SECTION 12: The Union and its' agents agree not to order, encourage, or condone any limitations on the number of cases or other containers of the Employer's products to be delivered or returned by Employees covered by this Agreement during the course of their regular work week. Management also agrees not to use the number of cases to be sold as the determining factor for the number of helpers to be used. Each route is unique in itself and should be judged as such.

SECTION 13: It is agreed that all trucks will be off the road by 6:00 p.m., except Special Drivers and those drivers who deliver outside Cuyahoga County.

SECTION 14: The Employer shall be the sole judge as to when a helper shall or shall not be employed.

SECTION 15: Not more than five (5) days' pay shall be held back.

SECTION 16: Driver-Salesmen shall be paid for all telephone calls made in the course and scope of their employment.

SECTION 17: Employees shall be paid weekly.

ARTICLE VII
HOLIDAYS

SECTION 1: The Following days are hereby recognized as paid holidays; The workers shall be paid these holiday pays in addition to their earned wages:

NEW YEAR'S DAY
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING DAY
CHRISTMAS DAY
FLOATING DAY
EMPLOYEE'S BIRTHDAY

Employee must give management two days notice when scheduling Floating Holiday.

Each regular employee shall receive holiday pay for each paid holiday in the amount of his average daily earnings, provided, however, that if an employee does not perform his regular work on the regular work days preceding and following a paid holiday, then such employee shall not be entitled to receive holiday pay unless excused in writing by the Employer.

If an employee is on leave of absence or is not regularly employed during the week in which a paid holiday occurs, then he shall not receive compensation for such paid holiday. If a paid holiday occurs on a Sunday and if it is generally observed on the following day, the compensation herein provided for such paid holiday shall be paid only for the regularly scheduled work day on which said holiday is observed.

Management shall have the discretion of working forty (40) cumulative hours in four (4) days, or forty (40) cumulative hours in five days at straight time.

ARTICLE VIII
BLOOD BANK

The Company will allow four (4) hours with pay of the employees working time to participate at the **BLOOD BANK**. The Employer and the Union agree that at least two (2) weeks prior to the **TEAMSTERS UNION BLOOD BANK**, the Union Steward in conjunction with Management and the Union, will establish schedules for employees to attend the Blood Bank provided that no more than twenty percent (20%) of those employees coming under the provision of the Agreement shall be scheduled in any one day.

ARTICLE IX
VACATIONS

SECTION 1: It is agreed by the Employer that employees shall receive vacation with pay on the following schedule:

- A. One (1) week with pay after one (1) years' continuous service;
- B. Two (2) weeks with pay after three years' continuous service;
- C. Three (3) weeks with pay after eight (8) years' continuous service;
- D. Four (4) weeks with pay after twelve (12) years' continuous service;
- E. Five (5) weeks with pay after twenty-one (21) years' continuous service.

SECTION 2: Vacation pay for all employees shall be equal to their average weekly earnings for the previous calendar year. Such average will be calculated by dividing the total annual earnings by the number o weeks worked, (defined) as any work week during which the employee receives paid time off compensation except workers compensation, during the calendar year.

SECTION 3: Any employee leaving the employment of the Company without giving a two week notice or being terminated for just cause will forfeit their prorated vacation time. The payment of prorated vacation time will be made in weekly paychecks until paid in full.

SECTION 4: The Company will post a vacation schedule by the beginning of the year. Each employee will choose their vacation dates by seniority. No more then two (2) drivers in each classification will be allowed to be off at any one time.

SECTION 5: By mutual agreement between the Company and the employees, the Company shall have the right to pay for accrued vacation in lieu of providing time off, but no more than one-half of the employee's accrued vacation up to a maximum of two weeks.

ARTICLE X
BONDING

If the Employer desires to have his employees bonded, the Employer shall pay for the bond. The failure of an employee to qualify for a bond shall be sufficient cause for his immediate dismissal.

ARTICLE XI
SHOP STEWARD

The Shop Steward shall receive the following extra rate above the amount they are presently receiving:

Forty Cents (\$.40) per hour for duration of contract.

ARTICLE XII
PROBATIONARY PERIOD

Probationary period shall be ninety (90) calendar days for driver or trainee.

ARTICLE XIII
HEALTH, WELFARE AND DEATH BENEFIT FUND

SECTION 1: It is recognized that a Health, Welfare Fund named the Welfare Fund of Local 293 (the "Welfare Fund") has been established pursuant to the applicable laws of the State of Ohio and of the United States. Such fund is being jointly administered by a Board of Trustees consisting of four representatives of the Union and four representatives of the various companies who are actively employed by those companies who participate in the Health and Welfare Fund. The Fund is being used to provide benefits on account of sickness, accident and other contingencies as administered by the Board of Trustees in accordance with the Plan.

SECTION 2: The Company shall continue to participate in the Teamsters Local Union No. 293 Health and Welfare Fund and shall make the monthly contributions as required by the Fund. The employee's premium share will be \$8.99 per week. Effective January 1, of each year of the labor Agreement if needed, any additional costs as determined by the Plan Trustees of the Health and Welfare Fund throughout the life of the agreement will be paid by the employees. The Employer agrees to set a cap of fifteen percent (15%) to the employees' maximum monthly contribution. An increase above the fifteen percent (15%) cap shall be paid by the Employer. The Company will deduct weekly, equal payments from the employee's paycheck any difference between the Company contribution and the actual rate required to maintain the benefits. The employee contribution shall be taken on a pre-tax basis in accordance with federal, state, and local tax guidelines.

SECTION 3:

Contributions will begin on the Employee's date of hire. The full monthly insurance coverage with respect to each month in which the Employee works for the Employer one (1) day for eight (8) hours.

Any hour worked shall mean an hour for which an Employee is paid or entitled to payment by the Employer on account of a period of time that the Employee works, and also for which an Employee is paid or entitled to payment during a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, jury duty, injury, sickness, illness or otherwise under this contract.

SECTION 4: The Employer agrees that when a regular Employee is off work due to illness or injury, other than an injury to which Worker's Compensation applies, is laid off, quits, or becomes deceased, the Employer will continue coverage for the month following the last month the employee worked. Section 2; and that when a regular Employee is off work due to illness or injury to which Worker's Compensation applies, the Employer will make contributions for the three (3) month following the last month which the employee worked.

SECTION 5: Employer will forward to the Fund its contribution each and every month accompanied by the report form required by the Fund. Said report shall set forth in alphabetical order, each regular employee, and in separate alphabetical order, each non-regular employee for whom a contribution is required, their Social Security numbers, where applicable the number of hours for which a contribution is being made, and with respect to any employee for whom contributions were previously made, but for whom a contribution is not being made for that month, the reason for the cessation or lapse. An employee for whom contributions were previously made shall automatically be entitled to have the Employer make a contribution for him/her for the current reporting period if the report form fails to give a reason for the cessation or lapse.

SECTION 6: Contributions required by this Article shall be due on the tenth (10th) day of each month for the preceding month. In the event Employer fails to make payment within the ten (10) day period as required, the Trustees of the Welfare Fund shall have the right to declare the Employer to be in default, and to commence legal action in any court for the recovery of moneys due with interest thereon, at the rate of 15 percent (15%) per annum plus all costs and expenses, including legal fees incurred in the collection. Any dispute including, but not limited to, disputes as to payments, amounts required to be paid, and/or employees covered under this Article, shall not be subject to the Grievance or Arbitration provisions under Article XIX.

SECTION 7: Except as otherwise required by this Article or the other provisions or this contract, the Employer may modify rescind or abandon any Health, Welfare or Death Benefit Program (or any other similar programs or benefits) which may be now or may hereafter be provided wholly or in part by the Employer in respect to or upon, or covering any or the employed by this agreement.

SECTION 8: The liability of any Employer under the Article shall be its liability individually notwithstanding the contract shall be negotiated on it's behalf as a member of an association.

SECTION 9: All actions of the Trustees are herewith approved.

ARTICLE XIV
401 K Plan

SECTION 1: 401K: Members can join but no company contribution match.

ARTICLE XV
RULES AND CONDITIONS OF EMPLOYMENT

SECTION 1: Intoxication, dishonesty, incompetence, insubordination, illicit use of drugs or failure of any employee to perform the usual and customary duties of his assigned job shall constitute a sufficient cause for immediate dismissal from the service of the Employer. The Union shall be notified of such.

SECTION 2: The employer may adopt and enforce reasonable work rules, and the employees shall comply with rules and regulations not inconsistent with this Agreement. All such rules shall be sent to the Union, posted and the employees informed of the rules before such rules take effect.

SECTION 3: Uniforms may be provided by the Employer and, if so provided, fifty percent (50%) of the cost of such uniforms shall be borne by the Employee. The cost of cleaning uniforms or the rental charge of uniforms rented shall also be borne equally by the Employer and the Employee. If the Employer furnished the uniforms and bears the entire cost of the uniforms, the entire cost of cleaning and repair of such uniforms shall be borne by the Employee.

SECTION 4: The Employer shall maintain a time clock or service recorder. Each Employee who drives a truck shall punch a time clock before leaving with their company vehicle in the morning and at the close of each day immediately after his return load has been checked by the Employer. Thereafter, each driver shall check-in and shall be allowed an additional fifteen (15) minutes working time for such purpose, in addition to the hours shown on his time card. However, the Company shall maintain an efficient check-in system so as not to unduly delay the drivers.

SECTION 5: The Employer shall give a written receipt for all money turned in by employees.

SECTION 6: The employer agrees that seniority (length of continuous service with the Employer) shall prevail in all cases involving lay-off or demotion due to lack of business

and that those laid off or demoted shall be rehired or reinstated in their seniority sequence, provided, in all cases, that all other considerations are equal.

SECTION 7: No Employee shall lose his seniority through illness, nor shall his continuity of employment be changed for that reason, unless such employee is absent for a period exceeding one (1) year. An employee's seniority shall terminate if he quits, is discharged for just cause or is laid off for more than twelve (12) consecutive months. Any Employee who is called back to work after a lay-off and how fails to report within seventy-two (72) hours after notice of recall, shall not have employment preference over workers who have never been employed by the Employer. Notice of recall shall be given by registered mail or telegram directed to the last know address of the employee.

SECTION 8: If an Employee leaves the employment of the Employer voluntarily or is dismissed for cause and obtains employment with a competing Employer, he shall not be permitted to cover the same route or serve the same customers on the same route for a period of one (1) year.

SECTION 9: Upon proper request shown, the payroll reports of the Employer, insofar as they pertain to any dispute arising out of this Agreement, shall be open for inspection by representatives of the Union on the Employer's premises.

SECTION 10: Employees covered by this Agreement, shall work overtime within the stipulated work week when, in the opinion of the Employer, such overtime is necessary to the efficient operation of its' business.

SECTION 11: All drivers will perform a D.O.T. inspection as stated by law and shall immediately report to the Employer all defects of equipment. It is understood that the Employer may not require any employee to take out from the Employer's premises any vehicle not equipped with the safety appliances as required by law, or any vehicle not in safe operating condition. The Employer and the Drivers will follow all D.O.T. regulations as prescript in the D.O.T. hand book.

SECTION 12: No driver-salesman or helper will be allowed to pick-up cases of bottles of any concern other than his Employer and shall not deliver any merchandise to anyone where such merchandise is contained in a registered bottle belonging to some concern other than his Employer.

SECTION 13: The Employer agrees that all deliveries of it's' products on all sales route established by it shall be made by Employees of the Employer.

SECTION 14: All doctor excused absences should state the estimated return date. The Company will be informed of the employee's next doctor appointment. The Company will be informed if there is a change in the employee's condition that would extend the return date. Any change in the return date must be communicated to the Company as soon as possible. On long term absences the employee is responsible for communicating

with the Company on regular basis, any change or not in their condition. By not following these guide lines the Company may discipline or even terminate.

ARTICLE XVI
BEREAVEMENT LEAVE

In the event of a death in the immediate family of a regular Employee, he shall be permitted to take leave the day of the funeral and two (2) days immediately preceding the funeral if such days falls in the regular work week and the Employee is scheduled to work on such days in which event he will be paid his regular day's average earnings for the days in the regular work week he is off up to, but not in excess of three (3) days. The term immediate family shall consist of parents, brother, sister, brother-in-law, sister-in-law, children, legal step-children, spouse, mother-in-law, father-in-law and grandparents.

ARTICLE XVII
NO STRIKE OR LOCKOUT

It is the intent of the parties of this Agreement that the procedure herein shall serve as a means for peaceable settlement of all disputes that may arise between them. During the life of this Agreement, the Employer, the Employees, and the Union agree that there shall be no lockout by the Employer, nor any strike, interference with stoppage, slowdown in any department of the Employer. The Union will not cause, nor shall any member of the Union take part in any of the foregoing practices or procedures, but will use the grievance procedure provided for in this Agreement. In the event that any employees stop work in violation of any of the provisions of this Agreement, the Shop Steward or committeeman, if the Shop Steward is not present shall order the employees to return to work immediately and in the event such employees fail to do so within two (2) hours after being so ordered, the Employees concerned shall be considered to have quit their positions. If any Employee fails to report to work at his regular starting time in the course of action prohibited by this Article, he shall be considered to have violated this Article and shall be considered to have violated this Article unless otherwise excused.

The Employer recognizes that the only agency which can authorize a strike, stoppage or other interruption or curtailment of operations for the Union is the President and Secretary-Treasurer, acting in accordance with the Constitution and by-laws of the Union.

The Union shall declare publicly that such action is unauthorized.

The Union shall promptly order its' members to return to work notwithstanding the existence of any wildcat picket lines.

The Union shall not question the unqualified rights of the Employer to discipline or discharge employees engaging in, participating in, or encouraged such strike, stoppage or interruption of operations may be reviewed under the grievance and arbitration procedure

set forth in this Agreement. There shall be no lockout by the Employer during the term of this Agreement.

ARTICLE XVIII
DISCIPLINE

SECTION 1: Employees shall be disciplined or discharged only for just cause. Employees will receive their write-ups or warning within ten (10) days of knowing of the occurrence or they will be considered invalid.

SECTION 2: The Company will give the Union written notice of all write-ups, discharges or suspensions promptly. Notices shall be delivered to the Chief Shop Steward and mailed/faxed to the Union.

SECTION 3: Grievances filed by discharged Employees shall be filed in accordance with Step III of the Grievance procedure and not later than the third (3rd) working day after the day the Union receives written notice of the discharge.

SECTION 4: Except for serious offenses such as, for example, dishonesty, intoxication or insubordination, taking, being under the influence of, addiction or possession of while on duty, LSD, Marijuana, Heroin or other narcotics, fighting or falsification of employment applications, all disciplinary action shall be take in the following manner.

- A. FIRST VIOLATION: Verbal warning**
- B. SECOND VIOLATION: Written warning that a repetition thereof or further or other violation will result in a disciplinary layoff**
- C. THIRD VIOLATION: Disciplinary lay-off of three (3) days with a Written warning that a repetition thereof or further violation will result in discharge**
- D. FOURTH VIOLATION: DISCHARGE**

SECTION 5: All warnings or reprimands will be placed in an Employee's personnel record, but no such reprimand or warning will be retained more than twelve (12) months.

ARTICLE XIX
GRIEVANCE ARBITRATION

The Shop Steward shall be present in any and all discussions pertaining to a member's work. Failure to comply with this clause will cause such discussion to be invalid and will not be considered as disciplinary action or placed in the member's personnel records.

STEP I: Grievance is defined as a claimed violation of the rights of the employees as established by the Agreement. Any Employee having a complaint in connection with his

work should first endeavor to come to a satisfactory agreement with his immediate superior; that failing, the complaint shall be reduced in writing in triplicate form by the complainant and filed with the management within ten (10) days of the occurrence giving rise to the grievance.

STEP II: In the event that a grievance is not satisfactorily settled at Step I, the Union Steward shall meet with management at a mutually agreeable time and place and attempt to reach a satisfactory settlement. Management shall have five (5) days to give their written answer after the meeting has been concluded.

STEP III: If the grievance is not resolved at Step II, the Union Business Agent will meet with management in an attempt to reach a settlement. This meeting shall take place not later than five (5) days after the Company's answer in Step II or this procedure.

STEP IV: Should no agreement be reached in Step III, then the grievance may be submitted to arbitration as hereinafter provided, if a written request to arbitrate is submitted to the Company no later than ten (10) days after the Company's decision is given in Step III, the grievance shall be considered to have been withdrawn. The decision of the Company in Step III shall be given by certified mail return receipt requested, to both the grievant and the Union and shall include a statement informing those recipients that unless arbitration is requested within ten (10) days after the receipt of said notice, the grievance shall be considered to have been withdrawn; and, said notice shall also inform recipients that arbitration will be deemed to have been requested when there is delivered to the Company or the U.S. Mails addressed to the Company, a request stating that arbitration of the grievance is desired.

Within five (5) days after receipt by the Company of written request for arbitration, the parties shall meet for the purpose of trying to agree on an impartial arbitrator. If they fail to agree on an impartial arbitrator, the parties shall jointly request the American Arbitration Association to submit to the parties, duplicate lists of five (5) disinterested nominees. The parties shall alternately strike names from the list and the last name remaining after the other has been so removed shall be the arbitrator.

The arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement only insofar, as shall be necessary to the determination of such grievance. The arbitrator shall not have jurisdiction or authority to add to or subtract from, or to modify any of the terms of this Agreement, nor to establish or change any wage structure(s). The decision of the arbitrator shall be final and binding upon all parties. It is agreed that each party shall pay one-half (1/2) of the fees and expenses of the arbitrator. The time limits noted in the preceding paragraphs may be extended by mutual agreement of the Union and the Company.

ALTERNATIVE #IV Should no agreement be reached in Step III, then the grievance (if both the Company and Union agree) may be submitted to the Ohio Joint State Private Carriage and Miscellaneous Contracts Grievance Committee for a binding decision on the matter. Should the Company and the Union agree to submit a grievance to the

committee for resolution, the affected employee shall have no further right to the arbitration procedure outlined in Step IV. At no time shall the Company or the Union be obligated to utilize this alternative method of arbitration contained herein.

ARTICLE XX
TRANSFER OF COMPANY TITLE OR INTEREST

This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation is sold, leased, transferred or taken over by sale, transfer, lease agreement, receivership or bankruptcy proceedings, such operation shall continue to be subject to negotiation between the Local and such purchaser and or assignee.

ARTICLE XXI
PICKET LINES

SECTION 1: It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or, refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement and including the primary picket line at the Employer's place of business.

SECTION 2: The Union and the Employers agree that there shall be no strike, lock-out, tie-up or legal proceeding without first using all possible means of settlement as provided for in this agreement.

ARTICLE XXII
JURY DUTY

After 31 days from his date of hire an employee who loses time from work due to the performance of jury duty will be paid the difference between the fee paid for such jury duty and an amount equal to the employees average daily pay for the period involved up to a limit of eight (8) hours per day and (40) hours per week, with a maximum of ten (10) working days. Time paid for jury duty shall not be counted as time worked for purposes of overtime calculation.

This provision shall apply only to employees who give one (1) week's notice preceding such absence, or if the employee does not receive one (1) week's notice of jury duty, he shall give the Employer notice within one (1) working day after receipt of such notice.

ARTICLE XXIII
SEVERABILITY

In the event that any provision of this agreement shall at any time be declared invalid by any court of competent jurisdiction, such decisions shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not so declared invalid shall remain in full force and effect.

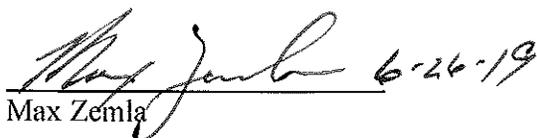
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EFFECTIVE DATES

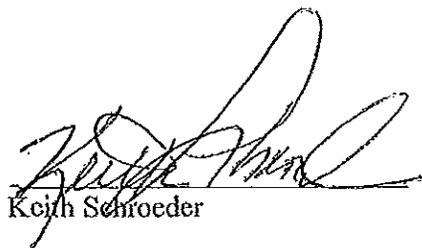
THIS AGREEMENT shall become effective as of June 1, 2019 and shall remain in effect until midnight May 31, 2022 and shall automatically be renewed from year to year thereafter unless not more than ninety (90) days or less than sixty (60) days prior to June 1, 2022 or the June 1st of any subsequent contract year, either party shall give to the other party, written notice of its desire to terminate this Agreement, in which event the Agreement shall terminate at the end of the contract year in which notice was given. Within thirty (30) days after receipt of such notice, the parties shall meet for the purpose of negotiating a new Agreement and the parties serving the notice, shall, at such time, serve upon the other its requests relating to a new Agreement.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have set their hands this _____ day _____, 2019.

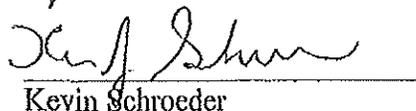
TEAMSTERS LOCAL UNION NO. 293
Affiliated with the International Brotherhood
of Teamsters

DISTILLATA WATER CO.


Max Zemla


Keith Schroeder


Bruce Osborne


Kevin Schroeder