

UNION CONTRACT

BETWEEN

**MISCELLANEOUS WAREHOUSEMEN, AIRLINE, AUTOMOTIVE
PARTS, SERVICE, TIRE & RENTAL, CHEMICAL AND PETROLEUM,
ICE, PAPER, AND RELATED CLERICAL AND PRODUCTION
EMPLOYEES UNION, LOCAL NO. 781,
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

AND

**CJ LOGISTICS AMERICA, LLC
(Formerly known as DSC Logistics)**

FEBRUARY 1, 2020 THROUGH JANUARY 31, 2023

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AGREEMENT

This Agreement made and entered into as of the first day of February, 2020 by and between CJ Logistics America, LLC (formerly known as DSC Logistics LLC, as successor by merger to DRY STORAGE CORPORATION), hereinafter called the "Company" and MISCELLANEOUS WAREHOUSEMEN, AIRLINE, AUTOMOTIVE PARTS, SERVICE, TIRE AND RENTAL, CHEMICAL AND PETROLEUM, ICE, PAPER AND RELATED CLERICAL AND PRODUCTION EMPLOYEES UNION, LOCAL NO. 781, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter called the "Union", which is recognized by the Company as the sole and exclusive bargaining agency for all employees employed by the Company at 575 E. Oakton, Des Plaines Illinois as Warehousemen and General Laborers, which employees are hereinafter referred to as the "Employees". It is negotiated for the purpose of specifying wage schedules, hours of work, conditions of employment, adjustment of grievances and for the further purpose of preventing strikes, lockouts and other disturbances, thus ensuring and perpetuating harmonious relations between the Company and the Union.

WITNESSETH:

ARTICLE 1 UNION MEMBERS

(A) It shall be a condition of employment that all Employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of the Agreement shall remain in good standing and those who are not members on the effective day of this Agreement become and remain members in good standing in the Union. It shall be a condition of employment that all Employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain in good standing in the Union. The term "members in good standing" shall be limited to the payment of initiation fees and membership dues uniformly required as a condition of acquiring or maintaining membership.

(B) Whenever any Employee covered by this Agreement has executed and delivered to the Company a proper written assignment for the deduction of the Union dues, initiation fees or assessments by the Company for that Employee's wage, the Company agrees to make such deduction and to send the Company's check for the amount so deducted, together with a list of the individuals from whom the deductions were made, to the Union each month.

(C) New Employees hired by the Employer shall be considered temporary employees for a probationary period of the first ninety (90) calendar days. The Employer shall have the right to discharge such Employees within this trial period for any reason; such discharge shall not be subject to the grievance procedure. At the conclusion of their ninety (90) calendar day probationary period, the Employees' seniority shall date back to the date of their employment. Holidays shall be paid after ninety (90) days.

ARTICLE 2

(A) The Company shall have the full authority in the operation of all branches of its business, including the right to employ any person it sees fit and to discharge any Employee for just cause.

(B) The regular workweek shall consist of not more than forty (40) hours, or such other regular workweek as may be enacted by law. All time in excess of forty (40) hours in any work week, or other maximum work week as may be enacted by law, shall be deemed as overtime, and for such time Employees shall be paid at one and one-half (1-1/2) times the regular rate. Vacation time and personal days will not be included in the overtime hours calculation.

The Employee is expected to work a reasonable amount of overtime each week. If overtime is required, it will be mandatory to work eighteen (18) hours per week with a two (2) hour daily weekday maximum of mandatory overtime. The Company will use its best efforts to fill overtime with volunteers and to give reasonable notice of such overtime. Mandatory overtime shall not be required of any Employee if the Company shall fail to give reasonable notice and the overtime will work a personal hardship on the Employee. One (1) hour notice before the end of a shift shall always be considered reasonable notice and refers to the requesting of the next day's overtime hours.

If overtime is necessary, overtime will be requested in the following manner:

1. By seniority within job classification.
2. By facility-wide seniority.
3. Mandatory overtime will be requested from the bottom of the list up. The Company will post a notice for mandatory overtime by the lunch break for the shift for the current workday; "lunch break" is defined as no later than four and one-half (4-1/2) hours into an Employee's regular shift. Mandatory Saturday must be posted by 1:00 p.m. on Thursday for first (1st) shift, 8:00 p.m. on Thursday for second (2nd) shift, and 4:00 a.m. on Thursday for third (3rd) shift. There shall not be more than two (2) consecutive weeks in which there is mandatory Saturday overtime between the 2nd full weekend after the New Years Holiday and the last full weekend in October. Between the first full weekend in November and the first full weekend after the New Year Holiday, shall not be more than three (3) consecutive weeks in which there is mandatory Saturday overtime.
4. If Employee is working on a job and the job runs into overtime, said Employee shall have the right to finish the job before seniority rights apply.
5. Daily mandatory overtime during an Employee's regular work week shall not exceed two (2) hours per shift. Such overtime can be at the beginning or the end of a shift or combination thereof.
6. In the event of a mandatory Saturday or Sunday, if the Employee arrives at the facility and discovers that the facility is not open and that there is no supervisor present, then the Employee is required to wait one (1) hour in the event that the building is not open upon the scheduled starting time. Employees will continue to receive the minimum four (4) hours of pay.

(C) The regular working day for the classes of Employees set forth and referred to herein shall consist of straight eight (8) hour shifts uninterrupted except for a lunch period of one-half (1/2) hour or two (2) fifteen (15) minute breaks but not both. The Company will consult with the Employees before making the decision as to how each shift shall be configured. A fifteen (15) minute break will be given to Employees working two (2) or more hours of overtime. An additional fifteen (15) minute break will be given to Employees working four (4) or more hours of overtime. Employees failing to work two (2) hours overtime will not be paid for a break.

(D) The regular starting time for the day shift will be 7:00 a.m. provided however that, by agreement between the Company and the Union, the regular starting time may be fixed at such other time as they may agree between the hours of 5:00 a.m. and 9:00 a.m. The regular starting time for the second shift shall be at 3:00 p.m. provided however that, by agreement between the Company and the Union, the regular starting time may be fixed at such other time as may be agreed upon between the hours of 2:00 p.m. and 5:00 p.m.

(E) An Employee required to work on a Saturday, provided he/she has worked all hours required by him/her by the Company during the regular work week, shall be paid at one and one-half (1-1/2) times his/her regular hourly rate as such, with a minimum of four (4) hours of such work. Employees required to work on a Sunday shall be notified the day before they are expected to work, and they shall be assured of not less than four (4) hours work. For all work performed on a Sunday, Employees shall be paid at two (2) times the hourly rate.

(F) New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day are declared legal holidays.

Employees shall be off on these days or the day on which they are legally observed, and each regular Employee who has worked his/her scheduled hours the day before and after such holiday occurs shall be paid at eight (8) hours pay at his/her regular rate, although no work has been performed. Employees required to work on Christmas Day, Thanksgiving Day or New Year's Day shall be entitled to the same notice as for a Sunday and shall be paid at two (2) times their regular hourly rate in addition to holiday pay. Employees required to work on holidays other than the three (3) mentioned above will be paid at one and one-half (1-1/2) times their normal rate in addition to holiday pay.

Employees required to work on a Saturday in a work week in which a paid holiday occurs shall be paid at one and one-half (1-1/2) times the regular hourly rate for the time worked on said Saturday, unless said Saturday is a paid holiday, in which event one and one-half (1-1/2) times the regular hourly rate plus holiday pay shall be paid for such work.

(G) During the holiday weeks, the guaranteed work week shall be reduced to thirty-two (32) hours for all regular Employees and they are to receive an additional eight (8) hours pay (making a total of forty (40) straight time hours).

(H) In the event of a power outage or an Act of God (e.g. fire, flood) or catastrophe and there is no work available, the Company shall notify the Employees prior to the start of the shift and then Employees will not be guaranteed eight (8) hours of pay. If the Employee shows up for work and the Company has not made reasonable attempts to notify the Employee, then the Employee shall receive four (4) hours pay.

(I) The Saturday and Sunday provisions of this article will not apply to employees who are assigned to a schedule where Saturday or Sunday is a part of their regular work week. These schedules will be posted. No employees on payroll as of the effective date of this Agreement will be required to work such a schedule, but may bid on such a job.

ARTICLE 3 SENIORITY AND PROMOTIONS

(A) "Seniority", as the term is used herein, means the length of time of continuous service of any Employee from the date of first employment with the Company.

(B) In the event of a decrease or increase in the number of Employees employed by the Company, seniority on a Company-wide basis shall be the governing factor and Employees shall be laid off according to Company-wide seniority and shall be called back in reverse order of that in which they were laid off.

(C) Voluntarily leaving the employ of the Company or twelve (12) months of unemployment for an Employee as a result of a layoff (twelve (12) months seniority rights apply if an Employee has been in the employ of the Company for over five (5) years; six (6) months seniority rights will apply if an Employee has been in the employ of the Company for less than five (5) years) shall break any Employee's seniority excepting, however, that individual consideration may be given to the cases of any Employee whose employment has been interrupted by sickness or disability or who shall have entered into the Military Service of the United States. Any Employee reinstated after a layoff or any leave of absence shall receive his/her previous seniority rating. Any Employee who shall fail to notify the Company in advance and fails to report when called upon to work or who fails to report within a three (3) day period after being notified to return after a layoff and who does not within such three (3) day period present to the Company a satisfactory reason for his/her failure to report shall be considered as having left the employ of the Company voluntarily.

ARTICLE 4 VACATIONS

(A) Vacation time is accrued per pay period. During a calendar year employees are eligible to accrue vacation time up to the amount specified below for a full calendar year of employment, based on the employee's years of service:

(B)

Completed Years of Employment	Annual Accrual Equivalent
0 – 1.9 Years	40 HRS (1 weeks)

2 – 6.9 Years	80 HRS (2 weeks)
7 – 9.9 Years	120 HRS (3 weeks)
10+ Years	160 HRS (4 weeks)

(C) During your first year of employment, your accrual will be prorated based on your hire date. Your accrual rate will change on your 2nd, 7th, and 10th year anniversary dates.

(D) An Employee may carry over a maximum of 40 hours of accrued, unused vacation from year to year.

(E) Employees are able to use up to 40 hours of unearned/ unaccrued vacation time per calendar year. Employees are responsible for the repayment of any used but unearned/unaccrued vacation at the time of termination.

(F) Employees who are on an unpaid leave of absence do not accrue vacation time while on leave except if the leave is taken on an intermittent basis.

(G) Vacation pay is computed at each employee's straight-time pay rate including shift differential. Incentives of any kind and overtime do not apply. Vacation pay is not considered as time worked for purposes of calculating weekly overtime.

(H) Employees eligible for paid vacations shall have their choice of vacation periods according to their seniority ratings, but such choice shall be subject to the approval of the Company in order that its operation shall not be hindered in any way or interrupted.

(I) The entire calendar year will be open for vacations. The Company may limit, in its discretion, the number of Employees with scheduled days off to meet the requirements of the business. All requests for vacation must be made at least 24 hours in advance, using DSC's time and attendance system, and approved by your manager.

(J) Employees may use vacation in a minimum of 2 hour increments, and then in 1 hour increments. Vacation time may only be requested to be taken during an employee's regularly scheduled shift.

(K) If an employee has taken unaccrued (unearned) vacation, the employee will be responsible for repayment of any used, but unearned/unaccrued vacation time at the time of termination. This will be deducted from the final paycheck.

(L) Any Employee who has been regularly employed for one (1) year or more who is laid off for an extended period of time shall receive vacation wages pro-rated on the basis of the period worked at the time of such layoff. Discharged Employees shall also be entitled to a pro-rated share of vacation.

(M) Vacation days granted and used in full compliance with the Company's vacation administration policy as it is established from time-to-time shall be excused absences under the Company's attendance policy.

(N) Employees eligible for paid vacations shall have the ability to use up to one (1) day for each week of vacation accrued for "Emergency Call-in". No twenty-four (24) notice applies and not points will be charged as long as Employee calls in before his/her shift starts. Eligibility for the perfect attendance award is unaffected.

(O) Employees may take vacation during the first (1st) year only after they have been continuously and regularly employed for three (3) months.

(P) As described in (A) and (B) above, all Employees shall accrue their vacation per pay period. The number of vacation hours to which a new Employee is entitled in the calendar year in which he/she is hired shall be prorated base on his/her hire date. If, upon an Employee's termination, he/she has taken more hours of vacation than he/she has accrued, he/she shall repay to the Company an amount equal to the number of hours taken but not accrued multiplied by his/her wage rate at the time the vacation days at issue were taken.

(Q) Effective upon the signing of this Agreement, employees will no longer be able to get vacation pre-paid, except in a hardship situation with appropriate documentation.

(R) An Employee who has pre-approved vacation time off adjacent to a weekend shall not be required to work mandatory overtime during the adjacent weekend.

ARTICLE 5 PERSONAL DAYS / SICK LEAVE DAYS

Every Employee who has been continuously and regularly employed by the Company for a period of one (1) year shall be entitled to the following Personal/Sick Days:

(A) Two (2) paid personal/sick days along with two (2) unpaid personal/sick day per Employee per year. These days are not to be taken before or after a holiday or vacation and must be requested on a first come, first serve basis.

All requests for personal/sick days must be requested the day prior to the Employee's lunch period of his/her shift, unless the Employee is unable to do so because of illness or accident.

When utilizing a paid and/or unpaid personal/sick day, the Employee remains eligible for the perfect attendance award described in (B) below.

(B) Every Employee who has been continuously and regularly in the employ of the Company for a period of one (1) year shall be entitled to earn one (1) perfect attendance day for each calendar quarter of perfect attendance. Each day of perfect attendance will expire at the end of the following quarter from the date it is earned Excused absences are excluded in this policy. With prior approval, Employees may use one (1) personal/sick day in combination with scheduled vacation or holiday.

Calendar quarters run from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.

ARTICLE 6 GRIEVANCES

Any grievance of any Employee shall be presented promptly, but in no event longer than one (1) week from the time of occurrence, in writing to the Union representative, who shall promptly, and in no event longer than ten (10) days from the time of occurrence of alleged grievance, endeavor to adjust the same with a representative of the Company. If the Union, and such representatives as it selects, and the Company, and such representatives as it selects, are unable to agree upon an adjustment of such grievance within ten (10) working days from the time the Union submits the same to the Company, it shall be referred within five (5) working days to a single arbitrator to be chosen from a panel provided to the Union and the Company by the Federal Mediation & Conciliation Services or the American Arbitration Association. Such arbitrator may hear any evidence either side may desire to present and any other evidence which the arbitrator may deem pertinent to the case. The arbitrator shall have full authority to make any decision which in the Arbitrator's opinion may be proper and such a decision shall be binding upon both parties. All costs of the arbitration proceedings shall be borne equally by the parties hereto.

ARTICLE 7 SANITATION

Adequate and sanitary washrooms, toilets and drinking fountains shall be provided at convenient locations. Soap and towels shall be furnished to the Employees by the Company.

ARTICLE 8 PERSONNEL

When overtime requirements cannot be supplied by full time Employees, part-time employees on the Company's payroll must be called in first and then temporaries can be called in. Part-time employees are not limited to High School personnel.

ARTICLE 9 HEALTHCARE

All employees covered by this Agreement shall be subject to the provisions of and will be entitled to participation in the Company's group healthcare plans (including medical, dental and vision).

Coverage will be as said plans are presently constituted or as said plans may be amended by the Company from time to time. Said coverage, including employee contribution, will be the same as applicable to other employees of the Company. The parties understand and agree that in the event such amendments take place during the term of this collective bargaining agreement, said amendments will apply automatically to covered employees.

It is further agreed that disputes under these plans will not be subject to the Grievance Procedure but will be governed solely by the terms of the benefit plan documents.

Notwithstanding any of the above, there will be a cost phase-in as follows:

ARTICLE 10 PERSONAL PROTECTION EQUIPMENT (PPE)

In the event that the Company again obtains hazardous materials, Employees working in that area will be assigned one (1) pair of goggles, one (1) pair of gloves and one (1) work apron for which the Employee will be responsible.

ARTICLE 11 SAFETY SHOES

After a one hundred eighty (180) day probationary period, the Company will reimburse Employees \$75.00 per year for safety shoes.

ARTICLE 12 RETIREMENT PLAN – 401(K)

The Company will establish a 401(K) Plan in which the Employees will be eligible to participate after thirty (30) days of employment with the Company. .

Employees will have the option of contributing up to fifty percent (50%) of their compensation into their 401(K) account immediately upon hire, and the Company will match fifty cents (\$.50) for every dollar (\$1.00) on the first six percent (1st 6%) of the Employee's voluntary contribution.

ARTICLE 13 OTHER AGREEMENTS

The Company and the Union agree that nothing contained herein in any manner is to be construed to be binding on either party if any provisions herein shall be in violation of any State or Federal law, now or hereafter, during the life of the Agreement enacted.

ARTICLE 14 WAGES - WAREHOUSEMEN

Employees who work in the warehouse and drive forklift trucks shall be classified as warehousemen. If any other classification operates a forklift for more than four (4) hours per day, that Employee will get warehousemen's wage scale for that day. Wages for Forklift Operators, General Laborers and Foreman shall be as follows:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7 (Cap Rate)
Step Structure*	New Hire	84 days	84 days	364 days	364 days	364 days	364 Days

Job							
General Laborer	\$13.10	\$13.70	\$14.20	\$14.70	\$15.30	\$15.90	\$16.10
Forklift Operator	\$15.80	\$16.40	\$17.00	\$17.60	\$18.30	\$18.90	\$19.40
Lead trainer	\$17.00	\$17.60	\$18.30	\$18.90	\$19.60	\$20.30	\$20.70

* The number of days an Employee must remain in the current step before progressing to the next step. Step increases will be processed on the 2nd check date of each calendar quarter.

Employees who are at or over the cap rate listed above will receive a \$400 lump sum payment on the first full pay period of the 2nd quarter.

SHIFT DIFFERENTIAL

As of the last date of execution of this Agreement, Employees required to work second (2nd) shift will receive a premium of fifty cents (\$.50) per hour in addition to their regular wage scale, and Employees required to work third (3rd) shift will receive a premium of seventy-five cents (\$.75) per hour in addition to their regular wage scale.

ARTICLE 16 PROTECTION OF EMPLOYEE'S RIGHTS

During the term of this Agreement, the Union and the members of the Union employed by the Employer will not cause, sanction, or take part in any strike, stoppage of work or slowdown. This Agreement shall be in full force and effect as to any and all issues whatsoever, even though such issues were or were not negotiated or anticipated by the parties in the negotiations leading to the formation of this Agreement. Any Employee who violates these provisions shall be subject to discipline, up to and including discharge, and the same shall not be subject to the grievance procedures.

ARTICLE 17 JURY DUTY

A leave of absence for jury duty will be granted to any Employee with one (1) or more years of continuous service who has been notified to serve. During this leave, Employees will be compensated at their regular rate of pay for up to five (5) working days, unless otherwise provided by state law. An Employee will not be compensated for days not scheduled to work. An Employee on jury duty is expected to report and/or return to work any time/ day he/she is excused from jury duty, unless otherwise prohibited by state law. However, if an Employee is released from jury duty within an hour of the end of his or her regularly scheduled shift, the Employee should call his or her supervisor to confirm whether the Employee should report to work to finish the shift. If the Employee does not speak with his or her supervisor during that call, the employee must return to work.

When an Employee receives the notice to serve jury duty, he/she must immediately notify his/her manager and Local Human Resources. A copy of the notice to serve jury

duty is required. When the Employee returns from service, he/she must bring the signed juror's attendance certificate to the Local Human Resources Representative.

This certificate indicates the number of days the Employee will be excused, and will qualify the Employee to receive wages in accordance with this provision.

Employees will not be required to turn in check for Jury Duty service, and will be paid per company policy.

If jury duty falls at a time when an Employee's absence is not practical for DSC, the Company may request that the court allow the Employee to choose a more suitable time to serve.

ARTICLE 18 DEATH IN FAMILY

In the event of a death in an Employee's immediate family, the Company will grant the Employee paid bereavement leave to attend the funeral and take care of personal matters.

The "immediate family" shall be limited to the following:

- Employee's Spouse (registered domestic partners have the same status as spouses under this policy)
- Employee's Children (including step-children)
- Employee's Parents/Step-Parents (including in-laws)
- Employee's Grandparent/Step-Grandparent/Spouse's Grandparent
- Employee's Great Grandparent
- Employee's Brother/Brother in-law/Step-Brother
- Employee's Sister/Sister-in-law/Step-Sister
- Employee's Grandchildren/Step-Grandchildren

To receive bereavement leave, the Employee must be a full-time employee. The Company will provide up to three (3) days of paid time off to the Employee at the Employee's straight time rate. The Company provides additional unpaid leave for the death of a child in those states that legally require this benefit. The Employee must request the bereavement leave as soon as possible, and may begin during a shift if notification of a death occurs while at work.

The Employee must notify his/her manager and Local Human Resources Representative immediately and request the needed time off. In all cases of bereavement leave, the Company requires proof of the Employee's relationship with the deceased or of the Employee's attendance at a service immediately upon the Employee's return to work.

ARTICLE 19 JOB STEWARDS

The Union shall appoint up to two (2) Job Stewards, no more than one (1) per shift, whose duty it will be to see that the conditions of this Agreement are not broken by either the Company or the Employee. Under no circumstances shall the Job Steward be discriminated against.

ARTICLE 20 SUBSTANCE ABUSE POLICY

To insure the safety of workers foremost, and the integrity of the Company's customers' products, the Company has implemented a Substance Abuse Policy. Copies have been issued to the Union and the Union Stewards for review. The Policy provides for an Employee Assistance Program which benefit is made available to the Employees as provided for in that Policy.

This Policy is in compliance with the Department of Transportation's (DOT's) guidelines.

The Company will test Employees for drug and/or alcohol use in conformance with its published Substance Abuse Policy.

ARTICLE 21 HEIRS, SUCCESSORS AND ASSIGNS

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 assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignees, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of the sale.

ARTICLE 22 DRIVE CONTRIBUTIONS

The Company agrees to deduct from the paycheck of all Employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Company of the amounts designated by each contributing Employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the Employee earned a wage. The Company shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) 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 that Employee's paycheck.

ARTICLE 23 USERRA COMPLIANCE

The Company will comply with all applicable federal laws relating to Employees who enter the Armed Services of the United States including the Uniformed Services Employment and Re-Employment Rights Act of 1994.

ARTICLE 24 ATTENDANCE AND ABSENCE POLICIES

As of the last date of execution of this Agreement, discipline for attendance will be administered on a 10-point system. Employees are permitted a 5 minute grace period before being pointed for being late. For clarification, an Employee who starts at 7:00am will be considered late if the Employee clocks in at 7:05am or later.

ARTICLE 25 MANAGEMENT RIGHTS

(A) The management of its employees, the control of the premises, and the direction of the work force are vested exclusively with the Company and include, but are not limited to the following: the direction of the work force which includes the right to hire, assign, promote, demote, terminate, or transfer employees; to discharge, suspend, or otherwise discipline for just cause; to require overtime to work and assign to such work those employees deemed by it most capable; to determine, establish, or modify staffing requirements, job duties, work load, or quality of workmanship for all classifications; to set standards of efficiency; to relieve employees from duty because of lack of work; to subcontract any work deemed advisable; to promulgate and enforce conduct and working rules and impose penalties for violations thereof; to reduce operations; to plan, direct, change, schedule, and control the operations of the Company and the personnel, methods, equipment, and machinery used in the operation of the Company; to transfer or cease any or all operations of its facility; and to determine the number of hours per day or per week operations shall be carried on. Such rights shall be exclusive to the Company.

(B) The parties further understand and agree that all inherent common law management functions and prerogatives which the Company has not waived in this Agreement are retained and vested exclusively in the Company.

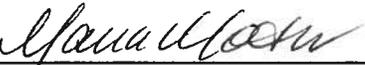
ARTICLE 26 EFFECTIVE PERIOD

This Agreement shall be and remain in full force from February 1, 2020 to and including January 31, 2023. Should either party desire a change in this Agreement at the end of its term, written notice shall be given to the other party at least sixty (60) days before its expiration and the proposed changes desired shall accompany such notice.

Should either party seek a change by serving written notice to the other as above provided, this Agreement shall upon its normal expiration date become automatically renewed year to year thereafter.

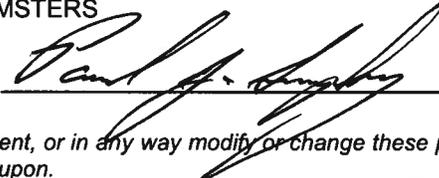
FOR THE COMPANY

CJ Logistics America, LLC

BY: 
Maria Motev

FOR THE UNION

MISCELLANEOUS WAREHOUSEMEN,
AIRLINE, AUTOMOTIVE PARTS, SERVICE,
TIRE & RENTAL, CHEMICAL AND
PETROLEUM, ICE, PAPER AND RELATED
CLERICAL PRODUCTION EMPLOYEES,
LOCAL NO. 781, affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

BY: 

The Company reserves the right to add to, delete from, supplement, or in any way modify or change these proposals up until the time that a complete labor contract has been agreed upon.

By:  2/14/2020