

AGREEMENT

BETWEEN

**WESTERN STATES REGIONAL JOINT BOARD
LOCAL 289**

AND

**N.B.C. NEVADA MERCHANTS INC.
4100 East Lone Mountain Road
NORTH LAS VEGAS, NEVADA 89030**

JANUARY 1, 2020- DECEMBER 31, 2022

TABLE OF CONTENTS

PAGE

AGREEMENT 4

ARTICLE 1 - RECOGNITION 4

ARTICLE 2 - SCOPE OF AGREEMENT 4

ARTICLE 3 – HIRING OF EMPLOYEES 5

ARTICLE 4 – UNION SECURITY-CHECKOFF 5

ARTICLE 5 - PROBATIONARY PERIOD..... 5

ARTICLE 6 -TEMPORARY EMPLOYEES 6

ARTICLE 7 - PAYMENT ON APPEARANCE FOR WORK 7

ARTICLE 8 – WAGES 7

ARTICLE 9 - HOLIDAYS..... 9

ARTICLE 10 – VACATIONS..... 10

ARTICLE 11 - SICK LEAVE 11

ARTICLE 12 - AUTHORITY TO ACT FOR THE UNION 12

ARTICLE 13 - HOURS OF WORK 12

ARTICLE 14 - OVERTIME PAY 13

ARTICLE 15 - LAYOFF AND RECALL..... 14

ARTICLE 16 – DAILY WORKLOAD BALANCING (DWB) 15

ARTICLE 17 - NO STRIKE PROVISION 16

ARTICLE 18 - NO LOCK-OUT PROVISION..... 17

ARTICLE 19 –GRIEVANCE PROCEDURE..... 17

ARTICLE 20 – RETIREMENT 20

ARTICLE 21 – EMPLOYER 401(K)..... 21

ARTICLE 22 – MEDICAL BENEFITS, LIFE INSURANCE, SHORT TERM DISABILITY,
VISION, DENTAL 21

ARTICLE 23 - LEAVES OF ABSENCE..... 23

ARTICLE 24 – BEREAVEMENT..... 24

ARTICLE 25 - JURY DUTY 24

ARTICLE 26 - DISCHARGE AND DISCIPLINE 24

ARTICLE 27 - SHOP STEWARDS AND COMMITTEE 27

ARTICLE 28 - RIGHT OF VISITATION 27

ARTICLE 29 - STRIKES OF WESTERN STATES REGIONAL JOINT BOARD (WSRJB) AFFILIATES	27
ARTICLE 30 - EXAMINATION OF RECORDS	27
ARTICLE 31 - NO DISCRIMINATION	28
ARTICLE 32 - HEALTH AND SAFETY.....	28
ARTICLE 33 - JOB POSTING AND BIDDING.....	28
ARTICLE 34 - MANAGEMENT PREROGATIVES	32
ARTICLE 35 - INVALIDITY OF PART OF AGREEMENT	32
ARTICLE 36 - DRUG TESTING FOR CAUSE	32
ARTICLE 37 - TRANSFERS.....	33
ARTICLE 38 – MAINTENANCE	35
ARTICLE 39. ENGINEERED STANDARD RULES.....	36
ARTICLE 40 - EXPIRATION AND RENEWAL	42
SCHEDULE A – HOLIDAY SCHEDULES	44
SIDE LETTER ON NO FAULT ATTENDANCE	47
SIDE LETTER ON BREAKS AND LUNCHESES	49
SIDE LETTER ON E.S. JOINT COMMITTEE	50
SIDE LETTER ON SHOES-ASR DEPARTMENT	51
SIDE LETTER ON LIFE INSURANCE.....	52
OVERTIME WORK GROUPS.....	53
APPENDIX A: SUPPLEMENTAL AGREEMENT ON OVERTIME DISTRIBUTION.....	54
APPENDIX B: PRORATED NO FAULT FOR EMPLOYEES RECALLED FROM PERMANENT LAYOFF.....	56
APPENDIX C: POWER EQUIPMENT	56
APPENDIX D: UNLOADER / RECEIVER CLASSIFICATION.....	58

AGREEMENT

AGREEMENT, made and entered as of the 1st day of January 2020 by and between NBC Nevada Merchants, Inc., for its Distribution Center in North Las Vegas, Nevada, (hereinafter referred to as the “Employer”) and Western States Regional Joint Board, Local 289 (hereinafter referred the “Union”).

WHEREAS, the Union represents a majority of the employees in the unit hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises of the parties set forth, the parties hereto agree as follows:

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent and representative of the regular full-time and regular part-time distribution employees employed in the Distribution Center at North Las Vegas, Nevada, excluding all office clerical employees, technical employees, confidential employees, security/loss prevention employees, managers, and supervisors defined in the National Labor Relations Act, for the purpose of collective bargaining with respect to matters of wages, hours, and other terms and conditions of the employment.

The Employer will provide a bulletin board with locks solely for the purpose of the union posting union information. The Union agrees that it will not post disparaging or defaming comments against the Employer. The employer recognizes the union’s right to distribute union material that does not interfere with the day to day operations, in non-work areas during non-work time. Non-work time is defined as lunch and break periods, before and after work.

ARTICLE 2 - SCOPE OF AGREEMENT

1. This contract shall apply to all general warehouse and maintenance employees, as described above, in the Distribution Center (exclusive of retail stores) located at North Las Vegas, Nevada.
2. All loading and unloading of trucks and truck trailers at the distribution center of the Employer located at North Las Vegas, Nevada, shall be performed by persons employed in the bargaining unit covered by this agreement, except, specialized shippers such as FED-Ex, UPS, DHL and Airborne Express or other companies that perform work of a similar nature.
3. Non-bargaining unit employees shall not perform work that is generally and normally performed by the bargaining unit, except in cases of preventing damages to goods, property or other Employer assets, demonstrating correct or new methods, training, for experimental purposes, to confirm quality control checks and emergencies such as fires, floods, accidents and/or injuries, or the casual pick up of trash for safety reasons.

ARTICLE 3 – HIRING OF EMPLOYEES

The Employer shall have the sole and exclusive right to select and hire its employees. Once each month or upon request, the Employer will send to the Union all new hires covered by this Agreement. The Employer shall provide electronically to the union headquarters, attention Dues Department, written notice of all new hires with the following information: complete name, address, last four digits of their social security number, hire date, job classification, wage rate and shift assignment, with a copy to the Chief Steward.

ARTICLE 4 – UNION SECURITY-CHECKOFF

5. A member of the Union shall be deemed to be in good standing only if his/her, initiation fees and periodic fixed dues are not in arrears for more than ninety (90) calendar days. Employees covered by this Agreement shall, to the extent permitted by Nevada law, become members of the Union on or after the thirty-first (31st) calendar day following the beginning of their employment, or the execution of the effective date of this Agreement, whichever is the later, but not before completion of the employee's training period.
2. The Employer will provide the union headquarter electronically with a list monthly of all terminations, quits, leaves of absences and any other reason that an employee is not paying dues that has an authorization card on file.
3. The Employer, where legally so authorized by an individual employee in writing, agrees to deduct membership dues and initiation fees weekly from the wages or salary of such employees and remit the same to the Union, not less than once a month, by the fourteenth (14th) day of the following month.
4. Sums so deducted by the Employer shall be held in trust by the Employer for the benefit of the Union.
5. The Employer agrees to post the following notice prominently in its facility:

NOTICE TO ALL EMPLOYEES

This shop is being operated under the terms of an agreement with WESTERN STATES REGIONAL JOINT BOARD, LOCAL 289. All wages, hours, and other conditions of employment are regulated by the terms of this Agreement. Good labor-management relations are in the best interest of Employees as well as the Employer and the Union.

ARTICLE 5 - PROBATIONARY PERIOD

1. A trial period is hereby fixed at thirty (30) calendar days; with an additional sixty (60) calendar days to evaluate new employees covered by this Agreement. During the first

thirty (30) calendar days the Employer may discharge such new employees without cause, without notice to the employees or the Union, and without the consent of the Union.

2. Between the thirty-first (31st) and ninetieth (90th) calendar days, the Employer will notify the Union of discharges and said discharges will be subject to the grievance procedure, but not subject to arbitration. Thereafter, the new employees shall be covered under the provisions of the Collective Bargaining Agreement.
3. An employee absent from work for any reason for five (5) or more consecutive days will have their probationary period extended by the same number of days.

ARTICLE 6 -TEMPORARY EMPLOYEES

1. The Employer, upon notification to the Union Headquarters, may employ temporary employees, to perform work during temporary peaks in workload, seasonal requirements, conditions of absenteeism, and special production projects. Such temporary employees may be hired at any time during a calendar year as necessitated by business requirements. Should any temporary general warehouse employees remain in the Employer's employ for any consecutive sixteen (16) week period, then such employees shall thereafter be deemed covered by the terms of the Agreement and to have fulfilled their probationary period required of newly hired employees.

The Employer agrees to notify such temporary employee of his or her temporary status and to receive written acknowledgement of same from such temporary employee. If such written acknowledgment is not obtained, it will be presumed that the employee shall be covered by this Agreement after the regular probationary period as herein provided.

2. The Employer will provide the union's Chief Steward with a list of names, shift assignment, job classification and start date and duration of each temporary employee's assignment.
3. The Employer will not use temporary general warehouse employees while regular employees are on lay off.
4. Overtime and voluntary time off - Temporary employees shall not be given the opportunity to work overtime or take VTO until all regular employees on the same shift are first given the opportunity to accept such overtime or take VTO.
5. Temporary employees shall be subject to transfer out of their departments before regular employees are involuntarily transferred.
6. Employees hired, who have worked as Marmaxx temporary employees shall be given full service credit toward completion of their probationary period.
7. Once a Marmaxx temporary employee becomes a full-time employee and has worked for the employer as a temporary employee, their temporary start date will be their new hire date for the purpose of seniority and benefits.

ARTICLE 7 - PAYMENT ON APPEARANCE FOR WORK

1. Any employee employed for three (3) months or more who is scheduled to work and who reports to work shall receive pay for half of their regularly scheduled shift and regularly scheduled day off, at the applicable base rate of pay or appropriate overtime pay for time worked, if no time is worked, then the employees will be paid at straight time. If, however, work is not available due to circumstances beyond the control of the management and management has provided notice to employee at least one hour before the start of the shift, then there shall be no payment of appearance for work.

ARTICLE 8 – WAGES

1. New hires shall receive a thirty (.30) cents per hour wage increase upon completion of thirty (30) calendar days of employment.

2. Annual increases. All employees covered by this Agreement who have completed sixty (60) calendar days of employment on or before January 1, 2020, shall receive wage increases of the amount indicated below on the following dates, plus incentive (see chart).

<u>Effective 1/1/2020</u>	<u>Effective 1/1/2021</u>	<u>Effective 1/1/2022</u>
Hired 2016 & prior..... \$0.50	Hired 2016 & prior \$0.35	Hired 2016 & prior\$0.50
Hired 2017 \$0.35	Hired 2017 through 2020.... \$0.25	Hired 2017 through 2021.....\$0.25
Hired 2018, 2019 \$0.25		

All employees covered by this agreement who have, on January 1, 2020, been employed by the Employer for less than sixty (60) calendar days shall, from and after the day of completion of sixty (60) calendar days of employment, receive a wage increase of twenty-five cents (\$0.25) per hour, plus incentive (see chart below).

3. Employees that are on indirect will be paid their hourly wage increase plus their assigned department average incentives, i.e. Problem Solvers, Clerical, and Service.

4. Accuracy Control wage increase: January 1, 2020 – Sixty Cents (\$.60) per hour; January 1, 2021 – Sixty Cents (\$.60) per hour; January 1, 2022 – Sixty Cents (\$.60) per hour.

5. Maintenance wage increase: January 1, 2020 – Sixty Cents (\$.60) per hour; January 1, 2021 – Sixty Cents (\$.60) per hour; January 1, 2022 – Sixty Cents (\$.60) per hour.

6. Shift differential:

a. Second shift or C - Shift: effective January 1, 2010 - .75 ¢ per hour;

b. Third shift or B - Shift: effective January 1, 2010 - .60¢ per hour.

c. D shift: effective January 1, 2010 - .75 ¢ per hour.

7. Any employee that works on a Second or C Shift, a Third Shift or B Shift and a D Shift, shall receive the above shift premium and shall receive the shift differential pay on their holidays, vacation and sick days.

8. Premium pay positions: All employees working in the following departments shall be paid the indicated hourly premium for all work performed in these departments and shall receive the premium pay on the holidays, vacation, and sick days:

Tilt Tray Induction	\$0.35 per hour
Lay Up	\$0.50 per hour
Shipping, Floor Sort	\$0.60 per hour

9. Unloader / Receiver: Trailer incentives will be eliminated, Employee in the department as of 2013 will be red circled and receive \$.50 per hour in addition to their current premium pay. Employees will continue to receive their new premium pay as long as they stay in the unloader/receiver position, if the unloader/receiver transfers out of the department at their choice, the premium will end. If moved in accordance with the contract your premium pay will continue.

10. Tilt Tray Packing: As of 2013, all Tilt Tray Packing employees will be red circled at their premium pay of \$.35 per hour. After ratification there will no longer be a premium pay for Crisplant Packing Red Circled Employees will continue the premium pay. Employees will continue to receive their premium pay as long as they stay in the Crisplant position, if the employee transfer out of the department at their choice, the premium will end. If moved in accordance with the contract your premium pay will continue.

11. Union Analyst Wages Increase:

Effective January 1, 2020 all Union Analyst covered by this shall receive a wage increase of sixty (\$0.60) per hour. Effective January 1, 2021 all Union Analyst covered by this shall receive a wage increase of sixty (\$0.60) per hour. Effective January 1, 2020 all Union Analyst covered by this shall receive a wage increase of sixty (\$0.60) per hour.

12. Effective January 1, 2017, ES Trainers will be paid the highest rate of their current incentive table per hour when training.

13. Incentive Chart.

Year 1 (2020)

Hire Year	2016 & Before	2017 & 2018	2019	New Hire
99.5 - 104.49%	1.45	0.90	0.65	0.60
104.5 - 109.49%	1.50	0.95	0.70	0.65
109.5 - 114.49%	1.55	1.00	0.75	0.70
114.5 - 119.49%	1.60	1.05	0.80	0.75

119.5 - 124.49%	1.65	1.10	0.85	0.80
124.5 - 129.49%	1.70	1.15	0.90	0.85
129.5 - 134.49%	1.75	1.20	0.95	0.90
> 134.49%	1.80	1.25	1.00	0.95

Year 2 (2021)

Hire Year	2016 & Before	2017 & 2018	2019 & 2020	New Hire
99.5 - 104.49%	1.60	1.15	0.90	0.75
104.5 - 109.49%	1.65	1.20	0.95	0.80
109.5 - 114.49%	1.70	1.25	1.00	0.85
114.5 - 119.49%	1.75	1.30	1.05	0.90
119.5 - 124.49%	1.80	1.35	1.10	0.95
124.5 - 129.49%	1.85	1.40	1.15	1.00
129.5 - 134.49%	1.90	1.45	1.20	1.05
> 134.49%	1.95	1.50	1.25	1.10

Year 3 (2022)

Hire Year	2016 & Before	2017 & 2018	2019 - 2021	New Hire
99.5 - 104.49%	1.60	1.40	1.15	0.75
104.5 - 109.49%	1.65	1.45	1.20	0.80
109.5 - 114.49%	1.70	1.50	1.25	0.85
114.5 - 119.49%	1.75	1.55	1.30	0.90
119.5 - 124.49%	1.80	1.60	1.35	0.95
124.5 - 129.49%	1.85	1.65	1.40	1.00
129.5 - 134.49%	1.90	1.70	1.45	1.05
> 134.49%	1.95	1.75	1.50	1.10

ARTICLE 9 - HOLIDAYS

1. During the term of this Agreement, all employees employed more than thirty (30) calendar days and covered hereunder shall be entitled to receive a day's pay at the employee's regular base rate of pay, except as noted hereunder, for each of the holidays, referenced in Schedule A, regardless of the day of the week the holiday falls.

2. The parties intend that the maximum number of holidays each year under this Agreement shall not be increased in the event the State legislates an additional holiday or holidays which must be observed by the Employer during the life of this Agreement. The Employer shall substitute one (1) or more of the above holidays as the state holiday after consultation with the Union, so that the maximum number of holidays under the Agreement is not affected by such State action.

3. If work is performed on a regular work day or a day off and a legal holiday is celebrated on such day, employees shall receive one (1) day's holiday pay plus time and one-half (1-1/2) for the number of hours worked. If work is performed on a Monday, which is the day of celebration of a holiday which fell on the preceding Sunday, employees shall receive one (1) day holiday pay plus time and one-half (1-1/2) for the number of hours worked.

4. Employees must work and not arrive more than one (1) hour late on their regularly scheduled day before or after the holiday, in order to receive holiday pay. If VTO is offered and accepted by the employee and a holiday falls within the VTO, the qualifying day is the day before

the start of the VTO and the scheduled work day after the VTO period. Should the employee report to work on the qualifying day and is offered VTO within the same day, he/she has met the qualifier in order to receive holiday pay. In the event of multiple successive holidays, an employee covered by this Agreement shall lose a maximum of one paid holiday if absent before or after the holiday. This is conditioned on the Employer's approving the absence upon the employee's return to work. Such approval will not unreasonably be withheld. If a major flash flood or wind storm causes an employee to report late for work, but within a reasonable time after the start of a shift, on his/her regularly scheduled day before or after a holiday, said employee will be considered to have worked his/her full scheduled day for purposes of holiday pay.

5. Part-time employees will be eligible for holiday pay only if the holiday falls on one of their regularly scheduled work days. Pay will be based on the hours normally worked on a work day.

6. The day on which a Personal Day may be taken is subject to Employer approval, (which will not be unreasonably withheld), and the request for a Personal Day must be made at least twenty-four (24) hours in advance. Employees shall be eligible for pay for their requested Personal Day without regard to the restrictions of Paragraph 4, above, which apply to paid Holidays.

7. If an employee is absent the day before and/or the day after the holiday due to bereavement leave, approved intermittent day of FMLA leave, Union business of no more than one (1) week, or jury duty, the employee will be paid for the holiday provided he/she worked the last scheduled day before and after said absence.

ARTICLE 10 – VACATIONS

1. The vacation period shall be from January 1 to December 31 of each year. Vacations with pay will be granted each year to eligible employees who will, on their anniversary year date of employment, have the required length of active employment, as follows:

- a. Employees, upon completion of one (1) year's active service will, on their anniversary date of employment, be eligible for two (2) weeks' vacation;
- b. Employees, upon completion of five (5) year's active service will, on their anniversary date of employment, be eligible for three (3) weeks' vacation;
- c. Employees, upon completion of ten (10) year's active service will, on their anniversary date of employment, be eligible for four (4) weeks' vacation.

2. Whenever a holiday falls within an employee's vacation period and either occurs on a day in the employee's regularly scheduled work week or is a guaranteed legal holiday, the employee can either take the work day before the scheduled vacation or take the work day after the scheduled vacation off, or if the employee has completed five (5) years' employment, the holiday will be paid as a holiday subject to Article 9, Section 4, and one day of vacation will be preserved for later

use. Advance pay will be available for the vacation week, including holiday pay if applicable, if the vacation is approved sufficiently in advance.

3. Vacation pay shall be based on the employee's normal work week at his/her regular straight time hourly rate of pay.
4. Eligibility for vacation time shall not accrue during leaves of absence, (including worker's compensation leave), in excess of thirty (30) calendar days per calendar year.
5. Vacation time shall not be carried over from one year to the following year without the express approval of the facility manager.
6. Employees eligible to receive three (3) or more weeks of paid vacation shall be entitled to take up to two (2) week of such vacation in one day increments.
7. Vacation scheduling will be done by department and shifts. A guideline of 10% shall be used in scheduling vacation; however, the 10% may be increased or decreased to meet business demands.

ARTICLE 11 - SICK LEAVE

1. During the first year of employment, employees shall accrue eight (8) hours or ten (10) hours or twelve (12) hours of sick time after every three (3) months of employment up to a maximum of twenty-four (24) hours for the eight (8) hour schedule, thirty-two (32) hours for the ten (10) hour schedule or thirty-six (36) hours for the twelve (12) hour schedule a year. Thereafter, employees shall be entitled to forty-eight (48) hours annually which will be awarded on the anniversary date of their employment. In addition, employees assigned to the A or C shift will be granted two (2) additional hours of sick pay in January of each year and employees on the B shift or D shift will be granted four (4) additional hours of sick pay in January of each year. Sick pay shall not accrue during leaves of absence, including worker's compensation leave, in excess of thirty (30) calendar days per calendar year.
2. Accrued (unused) sick pay may be carried over from year to year up to a maximum of two hundred and forty (240) hours.
3. Paid sick time may be used to cover absences of one (1) hour or more. Sick time will automatically be paid during no-fault absences unless an employee submits a sick time correction form no later than Monday at **7:00 a.m.** after the week the sick time paid absence occurred. Available sick time must be used and will be automatically paid for medical leaves of absence.
4. At the end of each calendar year, an employee may elect to cash in up to forty-eight (48) hours of accrued, unused sick time.
5. Sick time will not be automatically paid for force outs, personal leaves of absence, temporary layoffs, or VTO time off unless requested by the employee.

ARTICLE 12 - AUTHORITY TO ACT FOR THE UNION

1. It is understood and agreed that only the following are authorized to act as agents of the Union in the administration of this Agreement, and in dealing with and determining any questions which may arise there under or in the relations between the Employer and the Union:

Regional Manager or his/her designee(s), Business Representative (or any person designated in writing to the Employer by the Union.) However, the right is reserved by the Union to substitute a different agent, or agents, or add new agents at any time during the life of this Agreement by serving upon the Employer notice, in writing, of such change or addition of agents of the Union.

2. No one shall be deemed an agent of the Union unless designated as such by the Union, in writing. Neither the shop steward nor any shop committee shall be deemed or construed to be an agent of the Union unless designated in writing as such an agent.

ARTICLE 13 - HOURS OF WORK

1. Shift Configurations

The Employer reserves the right to work 7 days a week. The hours of work will be designated by alternative shifts.

The work week for the distribution center may consist of:

- Eight (8) hours a day, forty (40) hours a week, five (5) consecutive days, Monday through Friday.
- Ten (10) hours a day, forty (40) hours a week, four (4) consecutive days, Monday through Thursday.
- Twelve (12) hours a day, thirty-six (36) hours a week, three (3) consecutive days, Friday, Saturday, Sunday.

Hours of Work are as follows:

1. Five (5) days, eight (8) hours
 - 1st. Shift: 6:30 a.m. to 3:00 p.m.
 - 2nd. Shift: 3:30 p.m. to 12:00 a.m.
 - 3rd. Shift: 9:30 p.m. to 6:00 a.m.
2. Four (4) days, ten (10) hours
 - A Shift: 5:00 a.m. to 3:30 p.m.
 - C Shift: 4:00 p.m. to 2:30 a.m.
3. Three (3) days, twelve (12) hours
 - B Shift: 6:30 a.m. to 7:00 p.m.

D Shift: 6:00 p.m. to 6:30 a.m.

The Employer may propose to the union different work schedules than reflected above. The parties will meet to discuss the employer's proposal and will be subject to mutual agreement.

Employees will select their work week schedule, including their shift, by seniority within the job classification.

Employees shift start times shall not be changed without at least one (1) week of notice to the Union and the affected employees.

Before modifying the regular overtime schedules for any shift, the Employer will endeavor to meet and discuss with the Union.

2. Rest Periods

Employees on an eight (8) hour schedule:

The Employer will grant each employee a fifteen (15) minute rest period, near the middle of the first half of the shift, and ten (10) minute rest period, near the middle of the second half of the shift.

Employees on a ten (10) hour schedule:

The Employer will grant the first (1st) fifteen (15) minute rest period near the middle of the first (1st) four (4) hours of the shift, and the second (2nd) fifteen (15) minute rest period near the middle of the second (2nd) four (4) hours of the shift.

NOTE: C Shift employees will have their lunch first, then their two (2) fifteen (15) minute breaks in the same increments as listed above.

Employees on a twelve (12) hour schedule:

The Employer will grant the first (1st) twenty (20) minute rest period near the middle of the first (1st) four (4) hours of the shift, and the second (2nd) twenty (20) minute rest period near the middle of the second (2nd) four (4) hours of the shift.

ARTICLE 14 - OVERTIME PAY

1. Overtime Compensation

Employees on the eight (8) hours a day, forty (40) hours a week work week, shall be compensated at the overtime rate of one and one-half times the regular rate of pay for all hours worked, in excess

of eight (8) hours in any one (1) work day, and one and one half times their regular rate of pay for all hours worked on their sixth (6th) day, and shall be paid twice their regular rate of pay for all hours worked on their seventh (7th) day of their regularly scheduled work week.

Employees on the ten (10) hours a day, forty (40) hours a week work week, shall be compensated at the overtime rate of one and one-half times the regular rate of pay for all hours worked, in excess of ten (10) hours in any one (1) work day, and one and one half times their regular rate of pay for all hours worked on their fifth (5th) day, and shall be paid twice their regular rate of pay for all hours worked on their sixth (6th) day or seventh (7th) day of their regularly scheduled work week.

Employees on the twelve (12) hours a day, three (3) consecutive days, shall be compensated at the overtime rate of one and one-half time the regular rate of pay for all hours worked, in excess of twelve (12) hours in any one (1) work day. Overtime shall be compensated at the rate of one and one-half times the regular rate of pay for time worked on their fourth (4th) day, and shall be paid twice their regular rate of pay for all hours worked on their fifth (5th), sixth (6th), or seventh (7th) day of their regularly scheduled work week.

2. Overtime shall be offered to employees first by seniority within the department, then by area, then by building. In the event that more employees are required, the Employer may mandate overtime by inverse seniority by department and then by area.

Mandated overtime may not exceed five and one-half (5 1/2) hours.

3. The Employer will give a minimum of four (4) hours' notice before the end of shift for the five (5) days, eight (8) hours schedule, minimum of five (5) hours' notice before the end of shift for the four (4) day, ten (10) hours schedule, and minimum of six (6) hours' notice before the end of shift for the three (3) days, twelve (12) hours schedule for daily mandated overtime. Notices will be posted on each department's bulletin board.

Overtime mandated on an employee's regularly scheduled day's off, notice must be posted on Thursday a minimum of four (4) hours' notice before the end of shift for the five (5) day, eight (8) hour schedule, and a minimum of five (5) hours' notice before the end of shift for the four (4) days, ten (10) hours schedule and notice must be posted on Sunday a minimum of six (6) hours' notice before the end of shift for the three (3) day, twelve (12) hour schedule. Notices will be posted on each department's bulletin board.

ARTICLE 15 - LAYOFF AND RECALL

1. All lay-offs and recalls shall be done in the following order:
 - a. First, temporary employees will be laid off.
 - b. Second, probationary employees (less than ninety (90) days of service).
 - c. Finally, the least senior employees in the plant in inverse order of their seniority.
 - d. Employees remaining in the plant but not needed on their current jobs would be moved to staff the open jobs by order of seniority with the most senior having first choice and so forth until all positions are filled.

2. Stewards will be present during layoffs and recalls. A senior employee may volunteer to take a temporary layoff without jeopardizing his/her rights under the recall policy. Once having opted for layoff, said senior employee must remain out of work for the duration of the temporary layoff period.
3. Notice of lay-off shall be made available by the Employer to the Union and affected employee by noon of the business day preceding the lay-off, if practicable; otherwise, notice shall be made available on the day of such lay-off.
4. Lay-offs and recalls shall be decided by seniority, regardless of shift, with a single seniority list.
5. Shop stewards shall be deemed to have greater seniority than all other employees for the purpose of lay-off or recall.
6. At the time of the lay-off, the Employer will note the address and phone numbers of each employee. During the course of the lay-off, it is the employee's responsibility to inform the Employer of any changes in their contact information.
7. When employees are to be recalled, the Employer will notify the Union of the number of employees needed. Recalls will be communicated by at least three (3) attempts by telephone and if not contacted, a letter will be sent by certified mail. If there is no response to the certified letter within five (5) working days of confirmed receipt (or failure) of delivery, the former employee will lose further recall rights.
8. Recalled employees will retain their original seniority for purposes of contractual wage increases and benefits (exclusive of holidays) for a period of no more than one (1) year. Employees recalled from regular layoff (not temporary/VTO layoff) will receive a pro-rated amount of no-fault. Refer to the attached Appendix B for the No Fault proration.

ARTICLE 16 – DAILY WORKLOAD BALANCING (DWB)

1. For **daily department downsizing**, the following procedure will be used to reduce the number of employees by department:
 - Step 1: Regular employees will be offered the option of Voluntary Time Off (VTO) in seniority order.
 - Step 2: Employees working overtime from another shift will be laid off.
 - Step 3: Temporary employees will be let go.
 - Step 4: Probationary employees (less than 90 days) will be laid off in inverse seniority order.
 - Step 5: The remaining employees will be redeployed throughout the building to complete the remaining work in inverse seniority order.
2. For **daily layoffs**, due to lack of work, the following procedure will be used to reduce the number of employees by shift (building/shift):

Step 1: Regular employees will be offered the option of Voluntary Time Off (VTO) in seniority order.

Step 2: Employees working overtime from another shift will be laid off.

Step 3: Temporary employees will be let go.

Step 4: Probationary employees (less than 90 days) will be laid off in inverse seniority order.

Step 5: The Employer will then lay off the remaining employees who are not needed in inverse seniority order.

Step 6: The remaining employees will be redeployed throughout the building to complete the remaining work in inverse seniority order.

3. Employees holding **bid positions** or **premium positions** will be reduced as follows:

Step 1: Regular employees will be offered the option of Voluntary Time Off (VTO) in seniority order.

Step 2: Employees working overtime from another shift will be laid off.

Step 3: Temporary employees will be let go.

Step 4: Probationary employees (less than 90 days) will be laid off in inverse seniority order.

Step 5: Then reduce the number of employees in inverse seniority order of the classification.

Step 6: Then the Employer will lay off the employees not needed in inverse seniority order general warehouse.

Step 7: The remaining employees will be redeployed throughout the building to complete the remaining work in inverse seniority order.

4. In the cases where the entire shift is not needed, all employees will be sent home at the same time on their shift. Should the same shift continue to be affected, then the company and the union will meet to resolve this issue.

5. The Employer and the union jointly will develop forms that all supervision will use uniformly to record employees taking Voluntary Time Off (VTO), and to record the layoffs of probationary and temporary employees, being laid off in inverse seniority. The forms will be provided to supervision by the Payroll Department and all completed forms will be provided to the union Chief Steward and/or each shifts Union Lead Steward following each occurrence of D.W.B.

NOTE: Back up employees will be reduced in their regular job classification, unless they are performing the backup job on the day of D.W.B.

ARTICLE 17 - NO STRIKE PROVISION

1. The Union agrees that it will not call, authorize, or ratify a strike or stoppage during the life of the Agreement, except for the Employer's failure to submit to Arbitration or to comply with the decision of an Arbitrator. Should an unauthorized strike or stoppage of work by covered employees occur, the Union obligates itself, within twenty-four (24) hours after receipt of notice thereof from the Employer, solely to endeavor in good faith to bring about the return to their work

of the covered employees who have stopped work. Upon failure of such employees to return to work within the said twenty-four (24) hours, the Employer may, at its option, consider that all or any of the employees have abandoned their employment. Should the Employer re-employ any such employees, it shall re-employ all of them, and shall treat all alike and shall not discriminate among them.

2. Compliance by the Union in good faith with this provision shall be deemed full compliance with the Union's obligations hereunder.

3. As an alternative to submitting the matter to arbitration, pursuant to Article 19 hereof, the Employer shall also have the option of terminating this Agreement upon failure of the Union to comply with this Paragraph.

ARTICLE 18 - NO LOCK-OUT PROVISION

1. The Employer agrees that it will not order, authorize, or ratify a lock-out during the life of this Agreement. Should the Employer cause a lock-out, or should there result a lock-out for any other reason, notice thereof shall be given by the Union to the Employer. Thereupon, the Employer obligates itself, within twenty-four (24) hours after receipt of such notice, solely to endeavor in good faith to have the lock-out terminated and to cause the re-employment of the employees.

2. Upon the failure of the Employer to do so within twenty-four (24) hours, the Union, upon failure to reach an Agreement with the Employer, shall have the option of terminating this Agreement with respect to the Employer, or of submitting the matter pursuant to Arbitration Article 19 hereof.

ARTICLE 19 –GRIEVANCE PROCEDURE

There is a window in which a grievance must be settled, or the grievance is eligible for advancement to arbitration.

1. The definition of a grievance will include but not be limited to the following a violation of the contract, state or federal law, past practice, Employer policy, and/or change in a condition of employment. A grievance may also be filed due to the administration, application and interpretation of the above mentioned.
2. The Union must notify management of a grievance within seven (7) working days of having knowledge or reasonably should have had knowledge for the grievance. This verbal notification should be given to the supervisor over the area or employees in question. The Supervisor will then immediately notify the Area Operations Manager (AOM) of the appropriate Employer representative where the issue had been generated.

3. An information request or an examination of records will be made in writing and must be submitted to the Human Resources (HR) department. These requests will be processed within seven (7) working days as not to impede the timeline of the grievance steps. The HR department can authorize the release of the information request or the examination of records. Requests that refer to a specific grievance will indicate the grievance number to which it corresponds. Requests will be numbered and integrated into the grievance numbering system.

4. **Grievance Step #1**

Within five (5) working days of the Supervisor being notified, the grievance shall be discussed with the Steward, Grievant(s), Area Operations Manager and Supervisor or their designee. The Area Operations Manager will notify the respective supervisor(s) of the Steward, and the Grievant(s) as to the date, time, and location of the grievance meeting. Following the grievance meeting, the Area Operations Manager (AOM) or their designee will give a verbal answer to the Shop Steward within five (5) working days. If the first step answer is not acceptable to the union and/or grievant then, within five (5) working days of the receipt of the answer, the grievance will be reduced to writing and submitted to Human Resources and the Assistant General Manager (AGM) or their designee for that shift. The Steward and AOM will sign a "Notice of Step One" form and a copy of the Step One form will be attached to the grievance upon submittal to HR and the AGM.

- **Grievance Step #2**

Upon receipt of the written grievance, the Assistant General Manager or their designee will within five (5) working days, schedule a meeting with the appropriate parties, including the Chief Steward, Shop Steward, grievant (s) and AOM (if necessary). A verbal agreement will be reached between the parties at to the date of the meeting. Following the second step meeting, the Assistant General Manager (AGM) or their designee will provide a written second step answer to the Shop Steward within five (5) working days. The Shop Steward will either accept the answer, and the grievance will be considered resolved, or the Shop Steward will reject the answer and process the grievance to step 3 of the grievance procedure. If the second step answer is unacceptable to the union and/or grievant, within five (5) working days of the receipt of the answer, the grievance will be moved to the next step in the grievance procedure. In order to resolve grievances at the lowest possible step, both Company and bargaining unit witnesses may be present during the course of the second step meeting so that a thorough investigation of the facts can be known to both the Company and the Union.

- **Grievance Step #3**

If a satisfactory resolution is not reached in Step # 2, the Union representative will schedule a 3rd step meeting with the appropriate HR representative or their designee. A verbal agreement will be reached between the two (2) parties as to the date. The Union representative is responsible for providing an itinerary, which follows a numeric system, to the Associate Relations Manager (ARM) or their designee, and/or the Manager of Human Resources or their designee at least five (5) days prior to the scheduled meeting. The Employer shall respond in writing to the Chief Shop Steward or the Union Representative within five (5) working days from the date of the meeting. If the Employer

fails to respond in writing within thirty (30) days of third (3rd) step labor-management meeting, the grievance will automatically be granted to the Union. The Union then has thirty (30) calendar days from the date of receipt of the third (3rd) step labor management meeting response to notify the Employer of its intent to arbitrate.

- **Pre-Arbitration**

The Union may schedule a pre-arbitration meeting with a Employer representative that has the authority to make a decision within five (5) working days if the Union decides to take a case to arbitration.

There will be a sequential numeric tracking system for grievances and information request.

For example, the grievances will begin with the year 2013 and the numerical number of the grievance, 2017-001, 2017-002, 2017-003, etc.

The Employer and the Union representative involved must mutually agree upon any extensions to the time limits of the grievance procedure.

Resolution

When a settlement is reached, the settlement will be reduced to writing at all steps of the procedure, including arbitration.

If a member of Management is unavailable at their respective grievance step level, and their absence will impede the timeline of the grievance procedure, then the grievance will be moved to the next level.

ARBITRATION

1. Should any dispute or difference arise between the Employer and the Union as to the meaning, application, performance or operation of any provisions of this Agreement, either the Employer or the Union may give to the other notice thereof, within a reasonable period of time and an earnest effort shall be made promptly to adjust such dispute or difference between the parties. If the matter cannot be adjusted within fourteen (14) working days, thereafter, unless said time is mutually extended by the parties, the same must be submitted to an Arbitrator designated by both parties from the panel of arbitrators listed below. The arbitrator shall not have the power to add to or subtract from, or otherwise modify any of the terms of the Agreement. The arbitrator shall render a written decision within thirty (30) days of the conclusion of the hearing, explaining the basis of his award. The decision or award of the arbitrator shall be final, binding, and conclusive upon the parties and enforceable in a court of competent jurisdiction. The costs of arbitration shall be shared equally by both parties.

2. Except as expressly provided to the contrary in this Agreement, it is the intention and agreement of the parties that the procedure established in this Agreement for the adjustment of disputes shall be the exclusive means for the determination of all disputes, complaints or

grievances specified herein, including arbitrability, expressly including all strikes, stoppages, lockouts, and any and all claims, demands or acts arising there from. As long as this Agreement has not been terminated in accordance with its terms, neither party shall institute any proceedings in a court of law or equity other than to compel arbitration, as provided in this Agreement, or to enforce an award of an arbitrator. This provision shall be a complete defense to any action instituted contrary to this Agreement.

Grievances subject to arbitration shall be submitted to the Federal Mediation and Conciliation Services (FMCS) under the rules of that body. The arbitrator's decision is final and binding on all parties.

ARTICLE 20 – RETIREMENT

1. As of the dates hereinafter set forth, the Employer shall pay monthly to the National Retirement Fund (NRF) a sum of its total gross weekly payroll (before deduction for Federal or State taxes) of the employees covered by this Agreement. Such payments shall be allocated as follow:

As of January 1, 2010, the Employer shall contribute \$0.62 (sixty-two cents) per hour of gross payroll for each unit employee to the Retirement Fund.

2. Each of the aforesaid payments described above, shall be remitted on or before the fourteenth (14th) day of the following month. None of the payments made hereunder shall constitute or be deemed wages due to employees. All contributions required to be made as described above shall be allocated by the Employer each week and kept separate and apart from its general funds and held in trust for the benefit of the Retirement Fund.

3. No Employer shall have any legal or equitable right, title, claim or interest in or to said Fund or the administration thereof. No individual worker shall have any legal or equitable right, title, or interest in, or claim against his or any other Employer's payments toward the fund or against the Fund, except as may be provided by the bylaws or rules and regulations of said Fund.

4. The said Retirement Fund shall each be administered in accordance with its bylaws and rules and regulations by a Board of Trustees. Each Board of Trustees shall be composed of Union representatives and an equal number of Employer contributors to that Fund. In the event that the Board of Trustees shall be deadlocked on any issue or matter arising in connection with its Fund, the same shall be decided by a neutral person, as set forth in the bylaws and rules and regulations of said Fund, and his decision shall be final and binding. The parties hereto hereby ratify, confirm, approve the composition and membership of each Board of Trustees as now or hereafter constituted.

5. The Board of Trustees shall adopt and promulgate such bylaws and rules and regulations to effectuate the purpose of its Fund as it may deem necessary and desirable, including the detailed basis upon which payments from such fund will be made, and shall have the power to modify the same from time to time. The parties hereto agree to be bound thereby, and they are hereby incorporated in and made part of this agreement.

6. An annual audit of the Fund shall be made by accountants designated by its Board of Trustees. A statement of the results of such audit shall be made available for inspection by interested persons at the principal office of the Fund and at such other places as may be designated by its Board of Trustees.

7. None of the moneys paid into the Retirement Fund shall be used for any purpose other than to provide for pensions or annuities or retirement or death of employees, and to pay the operating and administrative expense thereof. The moneys of said Fund shall be kept separate and apart from all other moneys.

8. The Board of Trustees of each said Fund is hereby authorized and empowered, in its sole discretion and upon such basis as it deems desirable, to transfer or mingle the assets of said Fund or to merge said Fund with another retirement fund or funds, as the case may be, now or hereafter existing and established by collective bargaining agreement with any unit of the Western States Regional Joint Board or with the said International itself. In the event of such transfer, mingling, or merger, the amounts herein above provided to be allocated toward the particular Fund shall thereafter be paid over to the Fund or Funds with which there has been such transfer, mingling, or merger.

9. The Union or the Board of Trustees of the Fund, or either of them, shall be proper parties in interest to enforce collection of payments due from the Employer toward said Fund. In the event any amount due from the Employer under this Article remains unpaid for thirty (30) days after becoming due, such amount automatically bears interest thereafter at the rate of nine percent (9%) per annum and the Employer shall pay the same.

ARTICLE 21 – EMPLOYER 401(K)

1. Covered employees who meet the eligibility requirements of the Plan are eligible to participate in the Employer's 401(K) Plan.

ARTICLE 22 – MEDICAL BENEFITS, LIFE INSURANCE, SHORT TERM DISABILITY, VISION, DENTAL

1. For the life of this Agreement, the Employer shall establish and maintain, without any reduction in benefits, its life insurance benefits, and its short term disability benefit (STD), for all eligible employees who have been employed for at least ninety (90) calendar days and covered by this Agreement. The benefits described in this section shall be supplied by the Employer and paid for by the Employer, provided that;

A. Short Term Disability Benefit:

(1) There shall be no cost for all employees for the Short-Term Disability Benefit

(2) the Benefit will be sixty (60%) percent of weekly base pay,

B. Dental Benefit / Orthodontic Programs

(1) The Employer shall make available to all employee's access to its Dental Benefits Plan, as follows:

(2) employees shall become eligible upon completion of three (3) months of service.

(3) employees, to be eligible, must pay the following weekly premium, which will apply for the term of this Agreement:

(a) Single employees three dollars and seventy-five cents (\$3.75) per week

(b) Family: eleven dollars and twenty-five cents (\$11.25) per week

(4) The maximum annual benefit shall be one thousand and five hundred dollars (\$1,500) per year per person.

(5) The deductible does not apply to preventative maintenance.

C. Vision Benefit:

(1) Reimbursement: Employees with six (6) months service will be reimbursed up to one hundred and twenty-five dollars (\$125.00) for purchase of corrective eyeglasses, or eye examination, by the Employer once during the term of this agreement.

(2) A vision care program through Eye Med will be available to eligible employees at the carrier rates for single and family coverage. Plan descriptions will be available through the benefits department. The Company will provide reasonable notice to the Union and enrolled associates in the event of a rate change.

Medical Benefits:

1. The Employer shall make contributions to the Amalgamated National Health Fund for the term of this Agreement, for hospitalization, medical, surgical and prescription drugs. The Amalgamated National Health Fund will provide benefits through Health Plan of Nevada, Plan C-15 (HMO) and Blue Cross/Blue Shield (PPO) for all eligible employees who have been employed for at least ninety (90) calendar days and covered by this Agreement.

	As of 1/1/2020	As of 1/1/2021	As of 1/1/2022
Health Plan of Nevada (HMO) – <i>Single</i>	Company: \$476/mo Employee: \$32.95/wk	Company: \$504/mo Employee: \$34.89/wk	Company: \$535/mo Employee: \$37.04/wk

Health Plan of Nevada (HMO) – <i>Family</i>	Company: \$1319/mo Employee: \$91.32/wk	Company: \$1398/mo Employee: \$96.78/wk	Company: \$1482/mo Employee: \$102.60/wk
Blue Cross Blue Shield (PPO) – <i>Single</i>	Company: \$639/mo Employee: \$44.24/wk	Company: \$678/mo Employee: \$46.94/wk	Company: \$718/mo Employee: \$49.71/wk
Blue Cross Blue Shield (PPO) – <i>Family</i>	Company: \$1685/mo Employee: \$117.65/wk	Company: \$1787/mo Employee: \$124.70/wk	Company: \$1894/mo Employee: \$132.20/wk

The above contributions reflect 70% paid by the Employer and 30% paid by the employees.

3. Life Insurance: Employees will be provided with an additional twenty-five thousand dollars (\$25,000) in life insurance, through the Amalgamated National Health Fund. Employees must be participants in the health fund.

ARTICLE 23 - LEAVES OF ABSENCE

1. To be eligible for a leave of absence, except under the Family Medical Leave Act (FMLA) or as provided for by the Americans with Disabilities Act (ADA), an employee must be actively employed for a minimum of thirty (30) calendar days.

2. To be eligible for a leave of absence as defined and provided for under the FMLA, an employee must be actively employed for a minimum of one (1) year and worked 1,250 hours.

3. Requests for leave of absence, other than under the FMLA or other leaves mandated by law, shall not be granted for less than five (5) working days.

4. In no event, shall any combination of leaves exceed eight (8) months in any twelve (12) month period, unless such greater leave is required to be granted by law. In no event, will such limit apply to employees on leave due to industrial illness or accident.

5. All leave of absence requests shall be in writing by the employee with approval in writing by the Employer, and such approval of initial requests and extensions shall not unreasonably be denied. If the request is denied the employee may request their union steward. An unpaid leave of absence, if no benefit time is available, will be granted to the employee by the Employer for the reasons provided and defined in the Family and Medical Leave Act or as otherwise required by law.

6. An approved leave of absence shall not result in the issuance of a No Fault “frequency” under the attendance policy.

7. Employees must pay their share of all benefit contributions during the approved leave period.

8. Medical Leaves of Absence. A medical leave of absence for non-job related illness or injury may be granted to employees for up to three (3) months without loss of benefits. However,

a leave may be extended for an additional three (3) months. A physician's statement providing the basis for the leave request and extension will be required. Pregnancy is treated as any other extended illness. The usual accepted pregnancy leave is six (6) to eight (8) weeks after giving birth, or such longer period as may be required by law.

9. Personal Leaves of Absence. Requests for personal leaves of absence, other than under the FMLA or other leaves mandated by law, may be granted for up to thirty (30) calendar days except that they may be renewed for an additional period of thirty (30) days.

An employee who is benefit-eligible and has been employed by the Employer for twelve (12) or more consecutive months, both as of the birth/adoption date, is eligible for four (4) weeks of paid parental leave, paid at 100% of pay, including incentive earnings, if any. Incentive earnings during paid parental leave will be based on the Employee's average incentive earnings over the preceding 12 month period. Paid parental leave applies to Employees who become new parents through birth or adoption of a child, age 17 or younger, including birth mothers, biological fathers, and adoptive parents. Leaves will run concurrent with FMLA and state or local leave laws.

ARTICLE 24 – BEREAVEMENT

In the event of a death in an employee's immediate family - parent, step-parent, legal guardian, spouse, brother, sister, child, grandchild, step-child of a current marriage, grandmother, grandfather, mother-in-law, father-in-law, the employee is entitled to bereavement leave if he/she has been employed by the Employer for at least thirty (30) calendar days. An employee is eligible for forty (40) hours, for the five (5) day, eight (8) hour schedule, forty (40) hours for the four (4) day, ten (10) hour schedule and thirty-six (36) hours for the three (3) day, twelve (12) hour schedule of bereavement leave, plus the day of notification if the employee is at work that day.

The employee will be paid for his or her regular work schedule hours, during bereavement leave, at straight time pay, unless the notification day is an overtime day, then the employee will be paid the appropriate overtime premium for the hours worked on that day and straight time for the hours not worked on that day.

ARTICLE 25 - JURY DUTY

If an employee is called to jury duty, the Employer will make up the pay difference between jury duty pay and his or her regular base rate of pay for up to thirty (30) calendar days. To be eligible for jury duty pay an employee must have completed thirty (30) calendar days of consecutive employment and submit his or her jury duty pay stub to his or her supervisor.

ARTICLE 26 - DISCHARGE AND DISCIPLINE

1. No employee covered by this agreement shall be discharged or disciplined except for just cause, except that summary discharge may result for acts which include, but are not limited to: intoxication; gross misconduct; insubordination; possession, sale or use of illegal substances or alcohol or objects such as firearms or other weapons; theft; and no call no show for three (3) consecutive work days.

2. No employee shall be disciplined without the application of disciplinary steps as set forth below:

a.	<u>Conduct:</u>	<u>Performance</u>
	<u>First offense:</u> first written warning	<u>First offense:</u> first written warning
	<u>Second offense:</u> second written warning	<u>Second offense:</u> second written warning
	<u>Third offense:</u> final written warning	<u>Third offense:</u> final written warning
	<u>Fourth offense:</u> discharge	<u>Fourth offense:</u> discharge

When an employee is suspended, the Employer will complete their investigation within three (3) days except when extended in writing by mutual agreement.

b. Attendance

There shall be a No Fault Attendance Policy in effect for all employees may be absent as set forth below:

1) Sixteen (16) days of absence between January 1 and December 31 in each calendar year of the Agreement may be taken without stating a reason.

2) Included in the sixteen (16) days total shall be two (2), three (3) for ones, in each year, of which may encompass a continuous absence of three (3) days or less.

An absence of more than one and a half (1 ½) days and seven (7) minutes, shall be a three (3) for one (1).

Each three (3) for one (1) is one and a half (1 ½) frequency.

3) Full Days, Quarter Days, and Half Days

a. Full Days: Full day absence shall count as one (1) frequency.

b. Half Days: If the employees has exhausted his/her allotment of quarter frequencies, as set forth above, tardy arrivals to work at the beginning of the shift of seven (7) minutes or less, or late returns to work from a meal break of seven (7) minutes or less, shall count as an one-half (1/2) day.

Tardy arrivals to work of eight (8) minutes to four (4), five (5) or six (6) hours or late from a meal break or leaving work early eight (8) minutes to four (4), five (5) or six (6) hours before the end of the shift, shall count as an one-half (1/2) day.

Leaving early and returning to work before the end of the shift shall count as one-half (1/2) day, where the absence is four (4) hours, five (5) or six (6) hours or less.

- c. Quarter Days: Tardy arrivals to work of seven (7) minutes or less at the beginning of the shift or late returns to work from a meal break of seven (7) minutes or less, shall count as a quarter (1/4) day, until the employees exceeds their allotment of twelve (12) quarter days.
- (4) January 1, 2010 and each January 1 thereafter an employee shall start with a clean slate, i.e. zero (0) absences.
- (5) Termination of employment will occur once an employee has exceeded sixteen (16) absences (as defined herein) prior to January 1.
- (6) The following absences shall be excluded from the No Fault Attendance Program:
 - (a) paid benefit days (such as paid vacations, paid holidays, paid sick time, and paid bereavement leave);
 - (b) approved leaves of absence under Article 23, including approved personal leaves of absence and approved medical leaves of absence;
 - (c) leaves of absence for jury duty service, whether or not compensated under Article 23;
 - (d) leaves resulting from a legitimate call from a public school, K to 12th grade, to pick up a child, to attend a Required Parent Conference, or to register a child for school; or any emergency at school requiring such leave as mandated by law.
 - (e) leaves of absence mandated by law, including FMLA leaves, military leaves, and employees compensation leaves.
 - (f) Approved leaves taken to attend U. S. Citizenship and Immigration Services (USCIS) appointments supported by documentation.
- (7) Effective January 1, 2020, associates are expected to report their absence or late arrival no later than 2 hours after the start of the shift, except in the case of a bona fide emergency. Failure to do so will result in a no call no show.

3. Just cause for the application of disciplinary steps shall include demonstrable cases of job errors, incompetence, or violation of rules and published regulations other than those which may result in summary discharge.

4. Should a dispute or difference arise as to whether or not the discharge or discipline was for just cause, the matter shall be submitted to arbitration as provided herein. If the Arbitrator finds that the employee was discharged without just cause, he may order reinstatement, and may require the payment of back pay in such amount as, in his judgment, the circumstances warrant.

5. The oldest written warning in an employee's file shall be removed from the active discipline process if the employee completes six (6) months of warning free employment.

ARTICLE 27 - SHOP STEWARDS AND COMMITTEE

1. The Union shall notify the Employer of the employees to be designated as Shop Stewards, Lead Shop Steward (one per shift) and other employees to be designated as members of the Shop Committee.
2. If an employee requests a Shop Steward's presence to represent them during the discussion of a grievance, or any disciplinary action, or any representation requirements, during which employees are questioned and which is relied on subsequently to support a disciplinary action, the Employer shall honor this request.
3. Stewards may conduct union business other than the handling of grievances during working hours and must obtain permission from their supervisor, which shall not be unreasonably denied, before leaving their work area on such union business. Only in the event a Shop Steward is absent or otherwise engaged in Union business or unavailable, will the previously designated Lead Shop Steward be recognized as the person to conduct Union business.
4. The Employer, upon twenty-four (24) hours' notice for a one (1) day absence and forty-eight (48) hours' notice for more than one day's absence, by the Union, shall grant reasonable time off for shop stewards and elected officers and committee members to attend Union conventions, conferences or to conduct other specified Union business.

ARTICLE 28 - RIGHT OF VISITATION

Official representatives of the Union shall be permitted free access to the establishment where its members are employed, for the purpose of observing if the conditions of this Agreement are maintained, and for any other reasonable purpose arising out of the operation of this Agreement, providing there is no interference with the business of the Employer.

ARTICLE 29 - STRIKES OF WESTERN STATES REGIONAL JOINT BOARD (WSRJB) AFFILIATES

It shall not be considered a breach of this Agreement on the part of the Union or any individual bargaining unit employee, if any bargaining unit employees refuse to enter upon the premises of the Employer against whom an affiliate of the Western States Regional Joint Board (WSRJB), representing another Employer's facility, is conducting a bona fide strike.

ARTICLE 30 - EXAMINATION OF RECORDS

The Union shall have the right at all reasonable times and upon reasonable notice to the Employer to investigate only such books and records of the Employer as are necessary in order to ascertain whether the provisions of this Agreement are being fully complied with. The Employer shall have

the right to have its representative accompany the Union representative upon such investigation. An Arbitrator shall have the right, upon his own motion, to institute any such investigation.

ARTICLE 31 - NO DISCRIMINATION

1. There shall be no discrimination in hiring or in terms and conditions of employment because of race, color, national origin, religion, sex, sexual orientation, gender, gender identification or expression, marital status, military or veteran status, political beliefs, ancestry, genetic information, age, disability, or any other legally protected status by state and/or federal law.

2. It is understood and agreed that this Article does not create any right to any employee medical, insurance, pension, or other benefit which does not otherwise exist.

ARTICLE 32 - HEALTH AND SAFETY

It is hereby agreed that the Employer and the Union recognize the importance of the health and safety of employees. To that end, there shall be a joint representative Health and Safety Committee, the number of which will be mutually agreed by the Union and the Employer, which shall convene monthly to review incidents of industrial accidents and potential safety hazards. The Committee, based upon its review, shall recommend, to the General Manager, ways and means to improve the safety of working conditions.

The Union will select its own representatives on the Health & Safety Committee that represents the Union. Beginning in January 2007, and each subsequent year thereafter, the union will remove and replace committee members as required. The Employer and the Union shall each appoint a co-chair of the committee who shall jointly be responsible for preparing agendas for the meetings, assuring follow up and actually chairing the session

Protective equipment, The Employer shall provide all necessary personal protective equipment as required by O.S.H.A. for employees.

ARTICLE 33 - JOB POSTING AND BIDDING

1. Job Level Descriptions

a. Jobs in the Distribution Center are divided into six (6) levels as follows:

(1) Level A Positions: General Warehouse, which includes but is not limited to, manual/machine ticketers, packers, selectors, inductors, sorters and clerical (does not include Ticket Maker or Systems Clerks).

(2) Level B Positions: Accuracy Control Inspectors (current A/C incumbents as of 1/1/10, will receive \$0.60 per hour, new employees will remain at \$0.50 per hour) and Forklift/Power Jack Operators (including Tug Operators) fifty cents (\$0.50) per hour.

(3) Level C Positions: TSP Operators, Problem Solvers: sixty cents (\$0.60) per hour.

The TSP Operator classification will be eliminated and incumbents will be converted to PEO, except as described in Section 4 below.

(4) Level D Positions: Power Equipment Operator (PEO), one dollar fifty cents (\$1.50) per hour.

Current incumbents of the Forklift/TSP classifications will have 30 days to opt into the PEO position upon ratification of this agreement. Upon beginning PEO training, for no more than two weeks, the employee may request to return to their previous equipment. In the event current Bulk/TSP incumbents opt to not become certified in all pieces of equipment during this timeframe, they will maintain their current bid pay (per Level B & C). Should the incumbent elect to be certified in all pieces of equipment at a later time, the normal bidding process will apply.

While the Employer has the sole discretion to determine assignments for PEO drivers, good faith efforts will be made to accommodate these converted PEO drivers on their preferred grandfathered equipment as business needs allow.

(5) Level E Positions: Group Leaders: \$0.50 per hour.

(6) Level F Positions: Maintenance:

Level AA – Forklift Mechanic

Level A - Mechanic

Level B - Mechanic

Level C - Mechanic

2. Bidding Eligibility Requirements

- a. Employees interested in a higher rated job must have completed the training period specified in Article 5 and work full time (scheduled for forty (40) hours per week or thirty-six (36) hours per week).
- b. Employees currently in any bid position may not apply for another position for a period of at least six (6) months.
- c. Employees may not have received a second or final written warning for performance or conduct, within the last three (3) months prior to the closing date of the Job Bid.
- d. Employees may not have documented permanent restrictions or physical limitations that prevent them from performing the essential elements of the job. However, if the Employer

can reasonably accommodate the restriction or limitation, as provided by the Americans with Disabilities Act, the employee may be eligible to bid.

- e. Employees must meet the minimum job qualifications posted with each Job Bid. Employees who request a bid to Maintenance must meet qualifications and/or testing, to be shared and discussed with the Chief Steward.

3. Job Posting and Bidding Procedures

- a. All Bid Jobs will be posted on the Employees Information Bulletin Board for a full seven (7) working days and will list position(s), eligibility requirements for applying, and the job qualifications. The initial results of the bidding process will be posted after no more than an additional ten (10) calendar days unless extended by mutual agreement.
- b. All Job Bidding Forms must be placed in the sealed Job Bidding Box located in the front of the warehouse area prior to the closing date.
- c. A master list of all applicants will be made. The list will include date of hire. Eligibility will be verified by Human Resources prior to the beginning of the selection process.
- d. A shop steward shall be present when the box is opened and eligibility is verified.
- e. If no internal candidate applies for a particular Posted Bid Position, the Employer has the option of hiring from outside the Employer.

4. Posted Job Selection Procedure

- a. Employees will be selected based on their ability to meet the minimum job qualifications, their knowledge, attendance and job performance.
- b. In addition to an interview, Group Leader candidates will be assessed for their leadership and critical thinking skills.
- c. All promotions to higher rated jobs will be made within the bidding procedures. The employee bidding with the most seniority should be granted the opportunity to train in the higher rated job except for the position of Group Leader and for obvious conditions which would impede the employee's ability to perform the higher rated job. The decision regarding the employee's inability should be agreed to by the Union. Should the seniority of two or more employees bidding on a higher rated job be the same, the bid shall be awarded by random selection, e.g., lottery, steward must be present.

5. Job Bidding Administrative Guidelines

- a. All Employees awarded a position should be given a thirty (30) working days' trial period to be completed within ninety (90) calendar days. PEO training will have a 60 working days training period to be completed within One Hundred and Twenty (120) Calendar

Days. Each employee will be evaluated during and at the end of the training period. During their training period, an employee that is currently receiving any bid and/or premium pay shall continue to receive that bid and/or premium pay until the employee is certified in the new position.

An employee that is awarded a position, as described above, shall have no more than two (2) weeks to determine that they cannot perform the work and wish to return to their previous position. The Employer may fill the vacancy from the original posting, however, after thirty (30) days; a new posting will be required.

- b. All employees applying for bid jobs shall have the right first (1st) to bid shift change and second (2nd) a promotional opportunity. The most senior employee shall prevail when there is more than one applicant.

Employees that remain in the same job classification when they are changing shifts, will maintain their rate of pay and their certification.

- c. Employees who do not meet standards during or upon completion of their training will not be awarded the higher rated job. The employee shall be returned to his/her former position.
- d. An employee who has been awarded a higher rated job and who fails to maintain the standards of the higher rated job may be returned within one (1) year to a lower rated position. Said employee shall lose the amount of increase that was granted at the time of promotion, unless the employee has completed one (1) year or more, then the amount of the increase will be retained.
- e. Employees voluntarily stepping down from a higher rated job, regardless of time spent in the higher rated job shall lose the amount of increase that was granted at the time of promotion.
- f. Employees promoted from one higher rated job to another higher rated job will receive the difference between the level rates only.
- g. Employees may only hold one job bid title at a time, provided that after being granted a new job, they may elect to remain in their existing bid job position until a full-time position is available for the new bid job.
- h. Once assigned to a bid job, an employee may not bid again for a period of at least six (6) months, unless the employee is disqualified by the Employer during the training period or requests a shift change with no change in job classification.
- i. The Employer may post back up AC and Forklift jobs to be used in peak periods. Employees who have back up bid jobs shall be returned to their original job after the peak period and shall receive the extra bid rate only during the period that they are temporarily assigned for more than one (1) hour to the bid position. Assignments of back up bid positions shall be by seniority. An employee performing a back up bid position for at least sixteen (16) weeks will be promoted to a regular bid position. In the event of a need for a full time position, first the Employer will offer the position to a current AC and Forklift

employee, to allow for any change in shift schedule; second, to the most senior back up employee will be given an opportunity for the job, regardless of shift. Overtime shall be assigned first (1st) to regular bid job holders, before being assigned to backups.

- j. An employee may request a shift or department transfer. Requests will be honored on the basis of seniority and openings within the department and shift. Employees requesting a shift transfer that hold a bid position may transfer shifts without loss to their bid position as long as the department and shift has openings.

ARTICLE 34 - MANAGEMENT PREROGATIVES

Except as otherwise expressly provided in this Agreement, nothing contained herein shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management, including the making in connection therewith of such reasonable rules relating to operations of the facility as it shall deem advisable.

ARTICLE 35 - INVALIDITY OF PART OF AGREEMENT

It is understood and agreed that, if any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to other persons or circumstances, shall not be affected thereby, but shall separately and severally continue in full force and effect. With respect to any provision held invalid, the parties shall meet for the purpose of agreeing upon a substitute provision.

ARTICLE 36 - DRUG TESTING FOR CAUSE

1. In order to maintain a drug free and safe workplace, the Employer may require that an employee be tested for drugs where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one of whom may be a bargaining unit employee. This provision shall be applied in a nondiscriminatory manner. Supervisors will administer the program in a fair and confidential manner. For employees who refuse to take a test where the prerequisites set forth in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.

2. There will be no random drug testing by the signatory Employer.

3. A sufficient amount of a sample shall be taken to allow for an initial test and a confirmation test. The initial test will be by Enzyme Multiplied Immunoassay Technique (EMIT). In the event a questionable or positive result arises from the initial test; a confirmation test must be utilized before action can be taken against the employee. The confirmation test will be by Gas Chromatography - Mass Spectrometry (GC/MS). Testing standards for both the initial test and confirmation test will be established by the National Institute of Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a

minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

4. If a current Employee has a first positive result and requests a leave of absence to enter a rehabilitation program, they will be permitted to do so provided they are otherwise eligible for a leave of absence. When such program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he or she shall be returned to work upon the conclusion of their leave of absence.

5. Any employee who has medical coverage and accepts recommended treatment shall continue to be covered by medical benefits, and not be subject to job jeopardy due to his/her substances abuse problem during the normal course of treatment.

ARTICLE 37 - TRANSFERS

1. When a transfer is necessary, management will notify the affected employee and the union as to the type of transfer and record the following information: employee's name, effective date of transfer, original and new department of each employee, and date of hire. All seniority applies in an employee's new department.

2. Transfers to accommodate operational necessity shall be made in accordance with the following procedure:

a. Transfers between areas will be made on a requested voluntary basis according to seniority. In the event, enough volunteers are not obtained, then the transfers will be made on a involuntary basis according to inverse seniority.

b. Transfers between departments/shifts will be based on a voluntary basis according to seniority. Then if enough volunteers are not obtained, the transfers will be made on a involuntary basis according to inverse seniority.

c. Employees who have been transferred will receive the rate of pay of their regular job, including premium pay of transfers of one (1) week or less, or the rate of pay of the job to which they are transferred, whichever is higher, provided that at least one full hour was worked in the higher paid job in the course of a work week.

d. Employees transferred out of their department or shift will have the right to return before any new hires are assigned to or transferred into the department or shift by seniority.

e. New hired employees will not be transferred out of their department until they have completed their sixty (60) calendar day training period.

3. Employee Request for Transfer

A transfer request form, in triplicate must be completed for each department or shift transfer request. A copy of each transfer request will be provided to the Union. Requests will remain active for 6 months.

a. If the employee elects to cancel his/her request, he/she must write "cancelled" across the face of his/her copy and deposit copy in the box before it is opened. Failure to do so means the transfer must be accepted.

b. Transfers will be processed two (2) times per month with the transfer and shift box being emptied at 2:00 p.m. on every other Monday. Only requests and cancellations pulled at this time will be honored. A union representative must be present when the box is emptied, and be provided a copy of the request at that time.

c. There must be an opening in the department or shift for which the transfer is requested and the current department or shift must be able to transfer that Employees without affecting production. If it is necessary to hire or train a replacement, the employee to be transferred may be required to wait a reasonable period of not more than thirty (30) days.

d. Transfer requests will be granted by seniority. For premium skilled positions (LUD, Receiving), an associate must meet the qualifications and/or testing to be shared and discussed with the Chief Steward prior to the transfer being granted, and new hires must meet the same standard before being assigned to such positions.

e. Transfer eligibility is as follows:

- Employee must have completed training period as specified in Article 5 .
- Employees must not be on a Final Written Warning
- Employees who transfer to a different department on the same shift must remain in that department for at least six months.
- Employees who transfer to a different shift must remain on that shift for at least six months.
- Employees who transfer to a different shift may request a department transfer on that shift without waiting six months.

f. Employees may submit no more than one transfer form. Their most recent request will be considered the active request, canceling any prior request not yet processed.

g. Leave of absence of an employee will result in that employee being skipped.

h. Department/Shift transfer notices will be posted on the Employer bulletin board in the warehouse. It is the responsibility of the Employees to check the listing for his/her individual transfer.

i. All moves will take place the first work day of the following week. Employees on vacation when the transfers are posted will have the responsibility of checking the posted transfer notice upon their return to work.

4. Hardship and Emergency Transfers

The Employer will not unreasonably deny a transfer request made to accommodate personal hardship and/or family emergency.

ARTICLE 38 – MAINTENANCE

1. Maintenance Employees are those persons required to perform maintenance work on the building internally and externally for all supported areas and equipment.
2. No employee will be hired as an independent contractor or laborer etc. Employees may perform such work as is necessary by the Employer on a regular assigned workday or as overtime is offered in accordance with Article 14. This does not preclude the use of outside contractors for emergencies, special projects or technical representatives of equipment suppliers and manufacturers.
3. Training will be conducted by the Employer on an as needed basis either in house or off premises. The Employer will cover all expenses incurred for training including travel expenses and lost time. Training time will be counted as time worked for the purpose of calculating overtime pay. When practicable, cross training will be provided. Training will be conducted but not limited to the following:

AC, Heating, plumbing, bailers, tools and fasteners, fork truck operation and certification, conveyor systems, electric motors, gear boxes, carpentry, electrical, control circuits, hanging sorter, shipping sorter, Crisplant, problem solving, plant familiarization, fire protection procedures, blue print reading, battery care and changing, GOH systems, safety, pump house and fire suppression equipment.

4. Temporary Maintenance employees may be used by the company for conditions including but not limited to shipping sorter box jam functions.

All temporary maintenance employees assigned to the department will be covered under the provisions stated in Article 6, Temporary Employees.

5. Maintenance Job Level descriptions are stated in Article 33, Job Posting and Bidding and are as follows:

Level AA - Forklift Mechanic
Level A - Mechanic
Level B - Mechanic
Level C - Mechanic

Bidding procedures for job openings in Level C Positions will follow provisions of Article 33 and all employees can bid for this job.

Bidding procedures for job openings in Level AA, Level A and B will only be selected from within the Maintenance department.

6. The minimum Pay grade classifications are as follows:

Level AA - Forklift	\$25.00 per hour
Level A - Mechanic	\$21.25 per hour
Level B - Mechanic	\$18.50 per hour
Level C - Mechanic	\$15.00 per hour

7. The Employer reserves the right to hire from the outside to fill positions if internal bidding fails to produce qualified candidates.

8. Maintenance employees who are called back to work after their full regular shift will receive a minimum of (4) hours of pay, or a five (5) hour pay, or a six (6) hour pay and will be paid at time and one half for hours worked.

9. The Employer will provide \$100.00 for prescription safety glasses and \$125.00 for boots annually, upon receipt of proof of purchase.

10. The Maintenance department will have one representative on the Health and Safety Committee that is selected by the union.

11. Ten (10) sets of uniforms shall be provided and maintained for all maintenance employees including one (1) jacket and one (1) pair of galoshes.

12. All Employees shall furnish the following tools:

- 1 Socket set – Both SAE and Metric
- 1 Allen Key set – Both SAE and Metric
- 1 Screw driver set
- 1 Hammer
- 1 Multimeter
- 1 Wrench set – Both SAE and Metric
- 1 Pliers set

ARTICLE 39. ENGINEERED STANDARD RULES

1. **Discontinuance of productions standards:** Once production standards have been established, they may not be changed except in accordance with the following provisions. If TJMAXX decides to discontinue any or all production standards, the union shall be afforded at least 60 days' written notice specifying the reasons for the discontinuance. If such discontinuance would result in any bargaining unit member forfeiting any pay, the union and TJMAXX will commence bargaining provided that the affected employee's earnings would be red circled until the negotiations are completed.
2. **Changes in Production Standards:** Any method, equipment layout or safety changes will cause the standards and methods to be reviewed and this review will be communicated to the Western States Regional Joint Board (District Manager) and The Union Analyst, the local union, and affected employees. The employer will provide a detailed elemental breakdown with normal times for each element for the proposed and current standard for the job, highlighting by means of a separate analysis or comparison chart exactly what methods, conditions or specifications have changed and providing all supporting documentation for these changes. Only those elements directly affected by the above-mentioned changes may be restudied. All elements unaffected by this change shall not have their normal times adjusted. Upon placing any associate on "protection," the Chief Steward and affected employees will be notified, and the notice will identify the affected job code(s).
3. **Union and employees access to information about production, quality and production standards:** Individual employees shall be provided with a current copy of the preferred work method (or standard operating procedure) and job aids such as indirect logs and attributes, and a description of the IMPACT Program, written in three languages (English, Spanish and Tagalog). This information will also be contained in a binder located in each department. Employees shall also, within twenty-four (24) hours of request, receive a copy of their production reports which shall include any and all downtime, normal times for any job they have performed and all other information necessary to verify that their weekly efficiency have been correctly calculated.
4. **Access of union engineer to facility:** The union shall be able to bring, with advance notice, its own engineer to the facility. Besides having access to all OSHA-required information and information related to any method changes and including receiving copies of all written policies for downtime/indirect time, the union engineer shall have the right to observe, conduct time studies, interview employees, supervisors, and managers. In addition, the union reserves the right to bring its own engineer into the facility, with advance notice, in the event of a challenged standard, or a new or discontinued standard.
5. **Production standards to reference best practices:** The employer and the union agree it is in everyone's best interest to develop production standards which references the best practices, OSHA regulations and ergonomic design principles. These principles shall be incorporated in elemental breakdowns, job write-ups, and preferred methods. None of these shall require an employee to violate an established health or safety standard. A Joint Committee position will be established to monitor and review engineered standards, and best practices. The committee will consist of three (3) members of management, the three (3) Union Analyst (1 per shift) trained in engineered standards and a Union Safety Committee member selected by the Union.

6. **Downtime and off-standard conditions:** Written instructions will be provided to each employee, in English, Spanish and Tagalog for downtime, indirect or off-standard time. All employees under production standards will have a copy of the policy including all updates in English, Spanish and Tagalog. The local union will also receive a copy of these instructions. When an employee experiences downtime beyond the built-in unavoidable delay allowance, this downtime will be reported via AIL. Employees will self-record indirect entries electronically during their shift. Any adjustment, non-approvals, or rejections of the employee's original entry will be communicated to the associate with the reasons for the change. The employee will be provided an opportunity for signoff acknowledging any changes, and will have the opportunity to submit a grievance at Step 2.
7. **Procedure for challenging production standards:** Before the Union can challenge any individual standard established pursuant to this section, there must be a fair trial of fifteen (15) calendar days. These days need not be consecutive. During such time, the contractual grievance time limits are suspended. If after the fair trial, the Union believes the standard is unfair, the employer will provide all documentation in a timely manner concerning how the standards were developed and all daily production reports of all employees who have worked under this standard during the fair trial period, as well as any similar documentation under pre-existing but related standards. The joint engineered standards committee will have ten calendar (10) days to review the information and make a recommendation. If unresolved by the committee, the challenge will proceed to step three in the grievance procedure
8. **Employee Training:** All employees who will be working under standards, including temporary employees will receive appropriate training in work methods, safe lifting and how production standards work. The employer will pay for this training and training materials will be provided in three (3) languages (English, Spanish and Tagalog). The union and the employer will work to establish an ES trainer in all areas to assist in an employee's training: also, the union and the employer agree that only experienced employees will be allowed to train.

Newly hired workers in training will not move to the incentive system until they either opt out of training after sustaining 100% performance to the Standard for three (3) consecutive week or completion of their training matrix, whichever comes first. Opting out of training is not revocable and must be done at the employee's request. They will be paid their base rate until shifting to incentive program.

Current workers who are in training for a new job function will not move to the new incentive pay until they complete their training cycle, they will be paid their 6-weeks average or base rate of pay, in accordance with Article 37 Section C. Employees may, at their discretion, opt out of standard protected training time paid at their previous six (6) week's average for the opportunity to immediately earn incentive pay. Workers who are qualified and/or trained for a particular job function but have not performed job function for at least 6 months will be afforded the opportunity on request to work their initial order in the transferred area on indirect time during which they will be paid their six (6) week's average, in areas that do not process orders, those same employees will be afforded two hours of indirect time in the transferred area.

Any employee returning from a Leave of Absence /VTO /Vacation will be given retraining in accordance with the matrix.

The union and the employer agree to have three (3) 1 per shift Union Analyst that will be trained in the entire process from methods to elemental standard and KVIs. These employees will be chosen by the Union, with the union and employer jointly approving. These employee's roles will be to ensure standards are fair. They will work with the employer engineer on all reviews. These employees will be paid by the employer. The employer will train and equip these employees based on the recommendations of the employer and the union engineers and the WSRJB.

9. **Average Pay:** Average pay is your rolling six (6) week average, including your base wage plus incentive.

10. **Recording of Indirect Labor Minutes:** Employees are allowed to record indirect time that is less than 5 minutes in duration in order that patterns of frequent but minor indirect occurrences can be recorded for review and analysis. These occurrences will be reviewed by the company IE for determination as to 1) whether specific additional indirect codes need to be added to cover the short indirect time duration situations or 2) if applying frequencies in the standard and/or adjusting delay time in the PF&D is a more accurate and practical way to provide the time allowance to the associates performing the tasks.

11. **Paid Time Off:** Pay for all paid time off will include the base wage plus incentive in effect at the time the paid off time is taken, calculated on the employees' average performance for the six (6) weeks prior to when paid time off is taken.

12. **Payment of Incentives for Indirect Time:** Incentive pay for employees who are measured under Engineered Standard but have only indirect time for a pay period will be based on the employee's average performance for the prior six (6) weeks

13. **Overtime:** Overtime will be based on the employee's hourly wage including the weekly incentive.

14. **Discipline:**

Effective January 1, 2020, all Employees who perform at 90% or above will not be disciplined for performance. Performance will be tracked separate from other discipline.

15. **ES Focus Committee:** The ES Focus Committee will continue with its monthly basis.

16. **Major Method Change**

Beginning in January 2017, In the event of a Major Method change that is agreed upon by the Joint Committee there will be several steps needed to be followed to prove the stability within the department affected, before such department goes live incentives.

These triggers ensure the employees that their performance will not be adversely effected by improper attributes, or incorrect unit credit process has shown to be stable.

The following triggers consist of

- a. Supervisor certification with the Joint Committee on the new method.

- b. Attribute accuracy above 95%.
- c. Unit credit accuracy input by the supervisor into SCAN (units, cartons, etc.) above 95%
- d. 2 PMA's will be conducted on all associates in the affected departments within the first 6 weeks of the method change.

All triggers are the same per area except attributes, since some areas do not have attributes.

A period of 6 weeks, data will have to be collected to prove that trigger thresholds are stable. Keep in mind that whatever period that is, we cannot start incentives in an area, until that time period is met. Tracking the triggers is part of the IE Assistant audit and will be published and provided each weekly cycle.

The triggers will be "validated" as having been met by a representative of the WSRJB, a Union engineer (selected by the Union), three (3) UA's (1 per shift) and any representative of the Employers choice.

17. Accuracy Percentage Reduction: Adherence to quality standards and accurate completion of work is critical to the Employer's interests and success under the incentive pay system. In the second (2nd) year of the Agreement, as departments "go live" employees of each department will have NO reduction in their incentive for six (6) months, employee errors shall decrement employee incentive pay according to the following table.

Function/Area	Accuracy Rate	% of Incentive	Tracking Capability
Receiving	Above 99.5%	100%	Individual
	99.49-99.16%	80%	
	99.15-98.82%	60%	
	98.81-98.5%	40%	
	Below 98.5%	20%	
LayUp	Above 99.5%	100%	Individual
	99.49-99.16%	80%	
	99.15-98.82%	60%	
	98.81-98.5%	40%	
	Below 98.5%	20%	
Shipping/Floorsort	Above 99.5%	100%	Individual
	99.49-99.16%	80%	
	99.15-98.82%	60%	
	98.81-98.5%	40%	
	Below 98.5%	20%	
All Processing Areas And Crisplant	Above 99.5%	100%	Individual
	99.49-99.16%	80%	
	99.15-98.82%	60%	
	98.81-98.5%	40%	
	Below 98.5%	20%	
Bulk & High Bay	Above 99.5%	100%	Individual
	99.49-99.16%	80%	
	99.15-98.82%	60%	

98.81-98.5%	40%
Below 98.5%	20%

When an error being measured within the QC Module is detected, the Employee and their Supervisor will be afforded the opportunity to examine the error found. If a valid error, the Employee will be allowed to sign. If it cannot be determined that the associate is indeed responsible, they will not be held accountable for the error. When an associate's quality score results in the reduction of their incentive pay, the Company will not also discipline the associate for the same error.

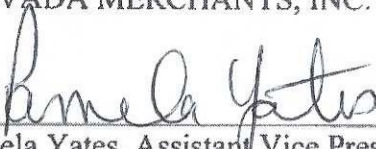
18. **IMPACT Program.** The Employer will provide the Union with the Standard Operating Procedures for the IMPACT Program, and any change thereof must be reviewed with the Union prior to implementation.

ARTICLE 40 - EXPIRATION AND RENEWAL

This Agreement shall be in effect from January 1, 2020 to and including the 31st day of December, 2022, and shall continue from year to year thereafter, unless either party shall give written notice to the other party at least sixty (60) days prior to the expiration date of December 31, 2022, or at least sixty (60) days prior to any subsequent December 31st of any succeeding year of its desire to alter, amend, or terminate this Agreement.

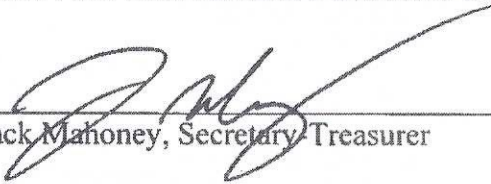
In WITNESS, WHEREOF, the parties have caused this Agreement to be signed as of the date heretofore set forth by their duly authorized representatives.

NBC NEVADA MERCHANTS, INC.

By: 
Pamela Yates, Assistant Vice President

Date: 6/29/2020

WESTERN STATES REGIONAL JOINT BOARD, Local 289

By: 
Jack Mahoney, Secretary-Treasurer

Date: 1/28/2020

Carla Lovely-Brown
WSRJB Distribution Division Director

UNION NEGOTIATING COMMITTEE

Jessica Castillo

Abraham Porras Garcia

Marilyn Robinson

Jostein Tate

Flerida Kiser

Idalia Ortiz

Rosalva Nelson

Margaret Webber

Nestor Castaneda

SCHEDULE A – HOLIDAY SCHEDULES

- The Employer will notify the union by December 15 of each year the estimated staffing level that would be required for the work day.
- All associate hire after 01/01/17 will not have the day after Christmas. They will have an extra personal day.

A & C Shift

2020

New Year's Day	January 1, 2020 (Wednesday)
Martin Luther King's Birthday	January 20, 2020 (Monday)
Memorial Day	May 25, 2020 (Monday)
Labor Day	September 7, 2020 (Monday)
Thanksgiving Day	November 26, 2020 (Thursday)
Day Before Christmas	December 24, 2020 (Thursday)
New Year's Eve	December 31, 2020 (Thursday)

Four (4) Personal Days

2021

Martin Luther King's Birthday	January 18, 2021 (Monday)
Memorial Day	May 31, 2021 (Monday)
Labor Day	September 6, 2021 (Monday)
Thanksgiving Day	November 25, 2021 (Thursday)

Seven (7) Personal Days

2022

Martin Luther King's Birthday	January 17, 2022 (Monday)
Memorial Day	May 30, 2022 (Monday)
July 4th	July 4, 2022 (Monday)
Labor Day	September 5, 2022 (Monday)
Thanksgiving Day	November 24, 2022 (Thursday)
Day after Christmas	December 26, 2022 (Monday)

Five (5) Personal Days

B & D Shift

2020

Easter	April 12, 2020 (Sunday)
July 4th	July 4, 2020 (Saturday)

Christmas Day December 25, 2020 (Friday)
Day after Christmas December 26, 2020 (Saturday)

Five (5) Personal Days

2021

New Year's Day January 1, 2021 (Friday)
Easter April 4, 2021 (Sunday)
July 4th July 4, 2021 (Sunday)
Day before Christmas December 24, 2021 (Friday)
Christmas Day December 25, 2021 (Saturday)
Day after Christmas* December 26, 2021 (Sunday)
New Year's Eve December 31, 2021 (Friday)

Two (2) Personal Days

2022

New Year's Day January 1, 2022 (Saturday)
Easter April 17, 2022 (Sunday)
Day before Christmas December 24, 2022 (Saturday)
Christmas Day December 25, 2022 (Sunday)
New Year's Eve December 31, 2019 (Saturday)

Four (4) Personal Days

8-Hour A & C Shift

2020

New Year's Day January 1, 2020 (Wednesday)
Martin Luther King's Birthday January 20, 2020 (Monday)
Memorial Day May 25, 2020 (Monday)
Labor Day September 7, 2020 (Monday)
Thanksgiving Day November 26, 2020 (Thursday)
Day Before Christmas December 24, 2020 (Thursday)
Christmas Day December 25, 2020 (Friday)
New Year's Eve December 31, 2020 (Thursday)

Six (6) Personal Days

2021

New Year's Day January 1, 2021 (Friday)
Martin Luther King's Birthday January 18, 2021 (Monday)
Memorial Day May 31, 2021 (Monday)
Labor Day September 6, 2021 (Monday)
Thanksgiving Day November 25, 2021 (Thursday)
Day before Christmas December 24, 2021 (Friday)

New Year's Eve

December 31, 2021 (Friday)

Seven (7) Personal Days

2022

Martin Luther King's Birthday

January 17, 2022 (Monday)

Memorial Day

May 30, 2022 (Monday)

July 4th

July 4, 2022 (Monday)

Labor Day

September 5, 2022 (Monday)

Thanksgiving Day

November 24, 2022 (Thursday)

Day after Christmas

December 26, 2019 (Monday)

Eight (8) Personal Days

SIDE LETTER ON NO FAULT ATTENDANCE

The Employer and the Union have reached the following agreement:

Attendance policy for employees hired after ratification 4-2-07.

There shall be a No Fault Attendance Policy in effect for these employees who may be absent as set forth below:

- 1) Ten (10) days of absence between January 1 and December 31 in each calendar year of the Agreement may be taken without stating a reason.
- 2) Included in the ten (10) days total shall be one (1), three (3) for ones, in each year, of which may encompass a continuous absence of three (3) days or less.

An absence of more than one and a half (1 ½) days and seven (7) minutes, shall be a three (3) for one (1).

Each three (3) for one (1) is one and a half (1 ½) frequency.

- 3) Full Days, Quarter Days, and Half Days
 - a. Full Days: Full day absence shall count as one (1) frequency.
 - b. Half Days: If the employees has exhausted his/her allotment of quarter frequencies, as set forth above, tardy arrivals to work at the beginning of the shift of seven (7) minutes or less, or late returns to work from a meal break of seven (7) minutes or less, shall count as an one-half (1/2) day.

Tardy arrivals to work of eight (8) minutes to four (4), five (5) or six (6) hours or late from a meal break or leaving work early eight (8) minutes to four (4), five (5) or six (6) hours before the end of the shift, shall count as an one-half (1/2) day.

Leaving early and returning to work before the end of the shift shall count as one-half (1/2) day, where the absence is four (4) hours, five (5) or six (6) hours or less.

- c. Quarter Days: Tardy arrivals to work of seven (7) minutes or less at the beginning of the shift or late returns to work from a meal break of seven (7) minutes or less, shall count as a quarter (1/4) day, until the employee's exceeds their allotment of eight (8) quarter days.
- (4) January 1, 2010 and each January 1 thereafter an employee shall start with a clean slate, i.e. zero (0) absences.
- (5) Termination of employment will occur once an employee has exceeded ten (10) absences (as defined herein) prior to January 1.

(6) The following absences shall be excluded from the No Fault Attendance Program:

(a) paid benefit days (such as paid vacations, paid holidays, paid sick time, and paid bereavement leave);

(b) approved leaves of absence under Article 23, including approved personal leaves of absence and approved medical leaves of absence;

(c) leaves of absence for jury duty service, whether or not compensated under Article 25;

(d) leaves resulting from a legitimate call from a public school, K to 12th grade, to pick up a child, to attend a Required Parent Conference, or to register a child for school; or any emergency at school requiring such leave as mandated by law.

(e) leaves of absence mandated by law, including FMLA leaves, military leaves, and employees compensation leaves.

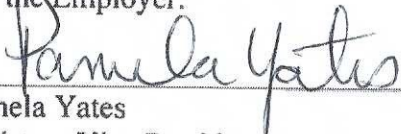
(g) Approved leaves taken to attend USCIS appointments supported by documentation.

3. Just cause for the application of disciplinary steps shall include demonstrable cases of job errors, incompetence, or violation of rules and published regulations other than those which may result in summary discharge.

4. Should a dispute or difference arise as to whether or not the discharge or discipline was for just cause, the matter shall be submitted to arbitration as provided herein. If the Arbitrator finds that the employee was discharged without just cause, he may order reinstatement, and may require the payment of back pay in such amount as, in his judgment, the circumstances warrant.

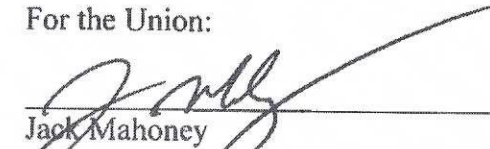
5. The oldest written warning in an employee's file shall be removed from the active discipline process if the employee completes six (6) months of warning free employment.

For the Employer:



Pamela Yates
Assistant Vice President
Field Human Resources

For the Union:


Jack Mahoney
Secretary Treasurer
Western States Regional Joint Board

SIDE LETTER ON BREAKS AND LUNCHES

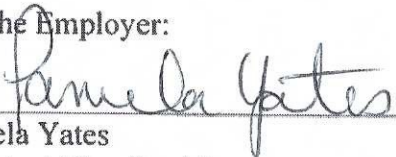
During the contract negotiations of 2007, the Employer and the Union have reached the following agreement concerning breaks and lunch time: For break times and lunch time, employees will remain in their area/work station (whichever applies) until the bell rings, signaling the start of the breaks or lunch period; when the bell rings signaling the end of breaks or lunch, employees will travel back to their work area/ work stations (whichever applies). All travel time to and from breaks and lunch will be included in the standards.

However, employees that work beyond the firewall, will have until the third bell rings to be in their work area/work station (whichever applies). If an employee is not in their work area/work station (whichever applies) by the ringing of the third bell and starting work, then that employee will be considered late from breaks and lunch.

The Employer will establish for employees that work beyond the firewall, the third bell. The third bell will ring five (5) minutes after the bell that signaling the end of breaks and lunch periods.

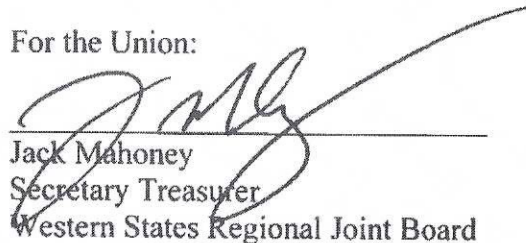
All grievances pending arbitration, concerning employees that were given written warnings for being late for breaks or lunch will be removed from their file. The Union will withdraw the cases from arbitration. The above has been mutually agreed to by the parties.

For the Employer:



Pamela Yates
Assistant Vice President
Field Human Resources

For the Union:

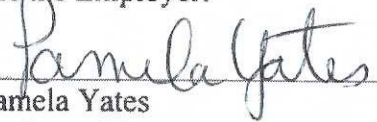


Jack Mahoney
Secretary Treasurer
Western States Regional Joint Board

SIDE LETTER ON E.S. JOINT COMMITTEE

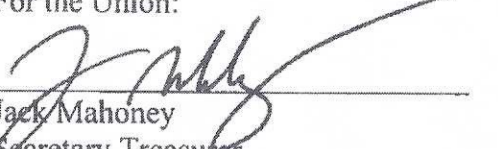
During the contract negotiations of 2017, the Employer and the Union have reached the following agreement. The ES Joint Committee will have a monthly meeting to evaluate the process; should the TTP and GW not be incentive eligible by 03/31/2017 with an additional extension of there (3) months, the associates will continue to receive \$0.40 per hour plus the additional \$0.10 on the incentive.

For the Employer:



Pamela Yates
Assistant Vice President
Field Human Resources

For the Union:



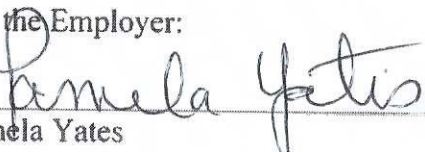
Jack Mahoney
Secretary Treasurer
Western States Regional Joint Board

SIDE LETTER ON SHOES-ASR DEPARTMENT

The Employer will notify the Union in advance of moving Almost Store Ready (ASR) from the Flat Department into the Shoes Department.

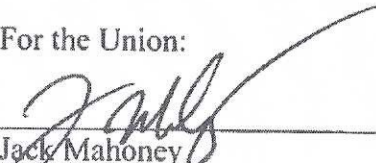
Transfers to the newly merged Shoes-ASR department will be offered to Flat associates in seniority order by department for each shift.

For the Employer:



Pamela Yates
Assistant Vice President
Field Human Resources

For the Union:

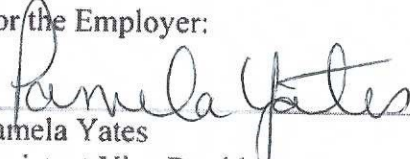


Jack Mahoney
Secretary Treasurer
Western States Regional Joint Board

SIDE LETTER ON LIFE INSURANCE

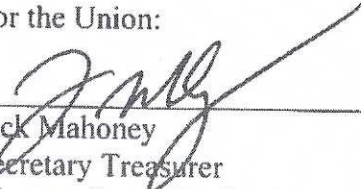
The Employer and Union agree to meet regarding the life insurance benefit referred to in Article 22, Section 3 of the parties' Collective Bargaining Agreement. The parties will make good faith efforts to resolve this matter by March 2020. As relates to this matter, the parties agree to hold timelines in abeyance for grievances and arbitration procedures.

For the Employer:



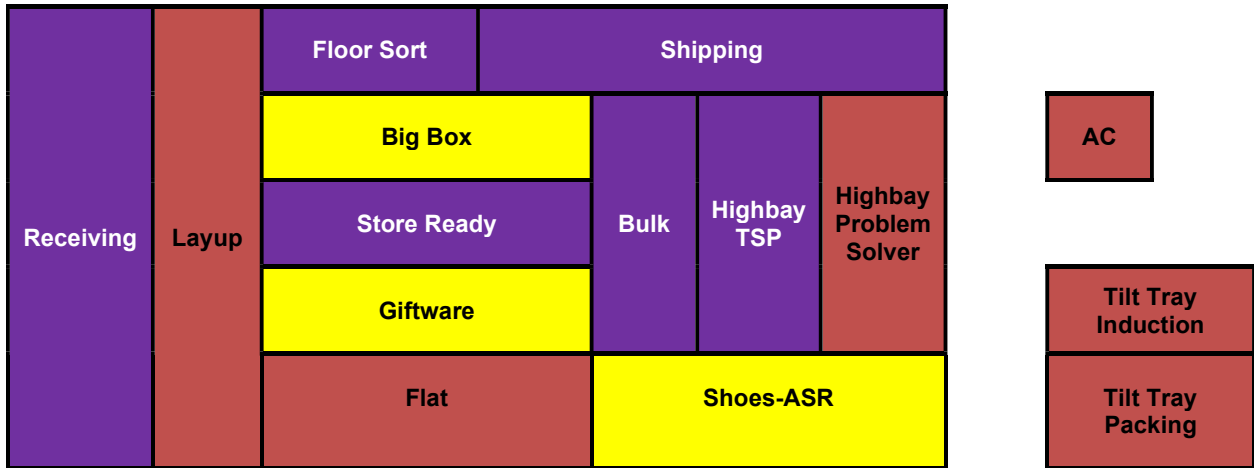
Pamela Yates
Assistant Vice President
Field Human Resources

For the Union:



Jack Mahoney
Secretary Treasurer
Western States Regional Joint Board

OVERTIME WORK GROUPS



Group A	Group B	Group C
Store Ready Shipping Floor Sort	Flat Tilt Tray Packing	Big Box Giftware Shoes - ASR
Receiving Bulk Highbay TSP	Tilt Tray Induction AC Layup Highbay Problem Solver	

APPENDIX A: SUPPLEMENTAL AGREEMENT ON OVERTIME DISTRIBUTION

Overtime Posting

1. A and C shift – overtime signup sheets each week will be posted for Fri/Sat/Sun overtime, by Monday in all departments. Overtime will be offered by seniority according to a combined A & C seniority list.

B and D shift – overtime signup sheets each week will be posted for Mon/Tue/Wed/Thu overtime, by Friday in all departments. Overtime will be offered by seniority.
2. Signup sheet for A & C shift will be taken down on Thursday at 2:30 am.

Signup sheets for B and D shift will be taken down on Sunday at 9:00 am.
3. A shift overtime approval list will be posted by 10:30 am on Thursday. C shift overtime approval list will be posted by 9:30 pm on Thursday. B and D shift overtime approval list will be posted by 5:00 pm on Sunday.
4. B shift overtime approval list will be posted by 5:00 pm on Sunday.
5. During the Holiday season and temporary increases in the volume of work, overtime will be posted each week for Friday/Saturday, 7:00 pm - 12:00 am.

Sign-Up

1. Employees will sign their name on the posted overtime sheet and indicate (by check mark or initials) that they are interested in working available overtime in a department, area, building.
2. If the employees name is not listed on the overtime list, they will clearly print their full name and hire date. The employee is responsible for signing up correctly and/or indicating errors on the signup sheet. However, the Employer is responsible for the overtime sheets updates and correct seniority dates.
3. Supervisor will review the overtime list and line out any employee that is not eligible, before the approval and initial the change.
4. In the event that an error is made by either the employee or the Employer, the employee must take the necessary/reasonable amount of time to check the overtime list and notify their Supervisor or Shop Steward so that the overtime list can be corrected before worked.

Contacting Employees Regarding Overtime

1. If an employee has been approved for overtime and the overtime is cancelled, the Employer will contact the employee, by phone, if they are no longer at work. A Union Steward will be present to confirm that the employee was contacted or that there was an attempt to contact the employee. The Union Steward and the Employer will document the date, time of the call, confirm if a message was left or if the employee was contacted and the results of the contact.
2. If an employee has signed up for overtime and was not approved and it is determined later that additional employees are needed, the Employer will contact the employee by phone. A Union Steward will be present to confirm that the employee was contacted or that there was an attempt to contact the employee. The Union Steward and the Employer will document the date, time of the call, confirm if a message was left or if the employee was contacted and the results of the contact. The overtime signup sheet will be utilized to determine which employees are to be contacted in order of seniority and choice.

If the Employer is still unable to reach enough employees to perform the overtime work, the Employer will contact employees who did not sign up for overtime in seniority order.

3. In cases of bid positions, overtime will be offered to the bid holders first, by shift, then to the back up's, by shift, in seniority order, who were not offered the overtime.
4. Employees who are called in to work overtime, who signed up for overtime and were not approved, or who did not sign up for overtime, but were called to come in to work overtime and accepted the overtime, will not be allowed to work across shifts.

Eligibility

1. Employees can only sign up and be eligible for overtime in one department.
2. Visiting/transfer departments and you meet the qualifications for overtime you must select only one (1) department.
3. Visiting transferred department, B and D shift qualifying day will be Sunday, before approval is posted.
4. Visiting/transferred department, A and C shift qualifying day will be last 2 days before approval is posted.
5. Daily overtime – at time of request, when working in a different department at the time of the overtime availability, home department supervisor will contact the displaced employee in seniority order.
6. Only the employee can sign themselves up for overtime. Employees can not call in and request someone, including the Employer or any other employee to sign or remove their name off the overtime list.

7. Employees have to be present at work when the overtime approval list is posted to remain eligible. A, B, C, and D shift employees who are given VTO, have the responsibility to call their Supervisor or AOM for overtime approval.

Cancellation of Overtime

1. Contact as far in advance as possible (Article 7 of CBA) “appearance pay”.
2. Major Mechanical Issue, 1, offer VTO, 2, relocate employees to another Department without concern for paying more senior employees in that department. The Union Chief Steward will be notified of all major mechanical issues immediately.

APPENDIX B: PRORATED NO FAULT FOR EMPLOYEES RECALLED FROM PERMANENT LAYOFF

<u>Recall Month</u>	<u>10 10/12</u>	<u>16 16/12</u>
February	9.25	14.75
March	8.25	13.5
April	7.5	12.25
May	6.5	11.0
June	5.75	9.75
July	4.75	8.5
August	4.0	7.25
September	3.0	6.0
October	2.25	4.75
November	1.25	3.5
December	.5	2.25

APPENDIX C: POWER EQUIPMENT

Accident Guidelines for Power Equipment

I. Administrative

1. Employees will report all accidents, no matter how minor, immediately to their Supervisor. Examples of accidents include: Any time two pieces of MHE touch, any time a piece of MHE touches a person, any time a piece of MHE touches a stationary object (i.e. rack conveyer, support beam, etc.), any time merchandise is hit and visible damage. The Supervisor will generate an accident report.
2. Accidents and incidents will be promptly reviewed within 24 hours by ART (Accident Review Team).
3. The ART committee will consist of the Shop Steward (if bi-lingual Shop Steward is needed the Union President or Chief Steward will select the steward), Bulk Supervisor, Maintenance Supervisor, Loss Prevention member.
4. The Area Operations Manager will submit findings by ART of fault or no-fault by the associate to the Assistant General Manager (AGM) and recommend level of discipline.
5. The Bulk Supervisor will complete an accident report and turn a copy into HR, Medical and ART.

In the event the associate is a driver:

6. The Employee will not be allowed to drive until the results of his/her drug test are revealed to show compliance with the company requirements.
7. Employees will be observed to make sure they understand and follow all safety rules/guidelines. Failure to be in compliance will lead to steps in points 9 through 10.
8. A certified supervisor will audit the driver's performance on a 'check-ride'.
9. If the Employee demonstrates improper or unsafe skills or techniques, he or she must re-train and re-test the associate will keep original certification date.
10. The driver will remain suspended from driving until meeting the training deficiencies determined by a certified supervisor.
11. Failure to demonstrate required techniques/skills may lead to permanent loss of bid.

II. Discipline and Documentation

1. At-fault accidents may result in disciplinary action in accordance with the following:
 - First Offense – 3 days off equipment
 - Second Offense – 1st written warning
 - Third Offense – 2nd written warning
 - Fourth Offense – Final written warning
 - Fifth Offense – Discharge

Employees that fail to report an accident or engage in horseplay will be issued – a final written warning.

The day of the accident will count as day one (1) of the three (3) days of downtime associated with an at-fault accident, regardless of what time in the workday that the accident occurred.

APPENDIX D: UNLOADER / RECEIVER CLASSIFICATION

1. The separate classifications of Receiver and Unloader will be combined into a single classification: Unloader/Receiver as follows:
2. All Associates currently classified as Receivers or Unloaders will be re-classified to the new Unloader/Receiver classification. All current Receivers as of 1/1/10, will be grandfathered under the current rules for the Receiver classification. Unloaders will remain as a premium pay job and new employees entering the new Unloader/Receiver classification after 1/1/10, will be a premium pay job.
3. Should any current incumbent not wish to perform the new combination classification, they may return to other available open warehouse positions. Receivers who do not choose to move into the new combination position will give up their bid position and pay and transfer to available open positions. A list of available openings will be provided and employees will select in order of their seniority (hire date), with the highest seniority employee selecting first.
4. Current Receivers and Unloaders who remain in the new combination classification will receive an additional increase of .50 cents per hour to their current bid pay and premium pay. Effective 1/1/2010 employees entering the combined classifications will receive \$1.00 per hour above their hourly rate.
5. Trailers will be assigned by lottery at the beginning of each daily shift, using a random selection process which will be inclusive of all doors. Doors will be assigned on a first in / first out (fifo) basis thereafter, based on the needs of the business.

Job Requirements (Unloader / Receiver):

- Position requires lifting and lowering of packages up to 50 lbs. and reaching with hands and arms. Team lifting may be required on assignments. While performing the duties of this job, the associates is frequently required to adjust body position to properly bend, stoop, stand, walk, turn and pivot.
- In addition, you may work in an environment with variable temperatures and dust.
- Ability to use a computer keyboard and read data from a computer screen in English.
- Ability to work with limited supervision.
- Be organized and show good attention to detail.
- Be safety conscious.
- Ability to prioritize multiple tasks in a fast-paced environment.
- Must be able to unload carton freight and GOH trailers according to department standards, following established trailer safety practices, and within established safety guidelines, including housekeeping inside trailer and around dock door area.

APPENDIX E: ONE-TIME ADJUSTMENT ON ECONOMICS

Effective January 1, 2020, associates who did not receive an increase on June 30, 2019, will receive a \$0.50 increase to their base pay. Effective January 1, 2020, associates who received an increase of less than \$0.50 on June 30, 2019, will be increased the difference up to \$0.50 to their base pay.

Associates hired 2009 and prior will receive an additional Personal Day.

NOTES

NOTES