

AGREEMENT

By and Between

ASSOCIATED PETROLEUM PRODUCTS, INC.

A Subsidiary of World Fuel Services Corporation

&

GENERAL TEAMSTERS LOCAL Union No. 174

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

TERM OF AGREEMENT

~~Date of Ratification through November 30, 2020~~

December 1, 2020 through November 30, 2024

(T/A 12/2/20)

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This Agreement between **Associated Petroleum Products, Inc. A Subsidiary of World Fuel Services Corporation** (hereinafter referred to as the “Employer”) and **General Teamsters Local Union No. 174, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America** (hereinafter "the Union"), shall be effective commencing ~~date of ratification~~ **December 1, 2020** and shall continue in force and effect through 11:59 p.m. on November 30, ~~2020~~ **2024**, and also thereafter, on a year to year basis, by automatic renewal. Provided, however, for the purpose of negotiating alterations in wages and other terms and conditions of employment, either party may open this Agreement or any contract effectuated through automatic renewal by giving written "Notice of Opening" not later than sixty (60) days nor more than ninety (90) days prior to the expiration date.
(T/A 12/1/20)

Termination of this Agreement or any annual contract effectuated through automatic renewal, must, to the exclusion of all other methods, be perfected by giving written “Notice of Termination” not later than sixty (60) nor more than ninety (90) days prior to the expiration date, whereupon the contract shall, on its expiration date, terminate. Effective termination eliminates automatic renewal.

"Notice of Opening" is not intended by the parties as a termination of this Agreement or any annual contract effectuated through automatic renewal. If through a “Notice of Opening,” this Agreement is "opened" for alterations of wages or other terms and conditions as provided for above, and no renewal Agreement is reached, then this Agreement shall remain in full force and effect, subject to termination by either party at any time upon ten (10) days’ written notice to the other party.

ARTICLE 1 UNION MEMBERSHIP

1.01 During the term of this Agreement, the Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer whose job classifications are set forth in this Agreement.

1.02 Pursuant to and in conformance with Section 8(a)(3) of the Labor Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement shall make application to join the Union within thirty-one (31) days following employment or the date of signing of this Agreement, whichever is the later, and must maintain membership in good standing for the life of this Agreement and any renewal thereof. The Employer shall discharge any employee as to whom the Union delivers to the Employer a written notice that such employee is not in good standing in conformity with this Section, after proper notification to the employee is given by the Union. "Good Standing" shall be defined as the tendering of uniformly required dues and initiation fees.

1.03 Once per year, or upon request of the Union (not to exceed once per quarter), the Employer shall submit to the Union a list of names of all employees in the bargaining unit stating each employee’s initial date of hire and current rate of pay.

1.04 The Employer shall submit to the Union the names and dates of hire and rate of pay for all new employees, including rehired employees, not later than thirty (30) calendar days from their date of employment or reemployment.

1.05 The Employer, upon voluntary written authorization from the employee, shall deduct from the first (1st) paycheck received by said employee each month dues, initiation fees and assessments and promptly remit the same to the appropriate officer of the Union. If such are not deducted in one month for any reason, they shall be deducted the following month. The amount of such monthly dues, initiation fees and assessments are those currently in effect or as may hereinafter be established. The deduction of initiation fees may be split so as to provide for five (5) equal payments, one from the first (1st) pay period after completion of thirty (30) days of employment, and equal amounts in the following four (4) pay periods.

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

1.07 The authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, or for one (1) year, whichever is lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of any desire to revoke the same.

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

1.09 **The Union, through a shop Steward or Business Agent, shall be afforded fifteen (15) minutes during the employer's new hire orientation program to meet with the employee(s) for the purposes of filling out Union paperwork and orienting the employee to Union membership.**
(TA 10-29-20)

1.10 D.R.I.V.E. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on each pay period during the month. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the payroll deduction plan.

ARTICLE 2 DISCRIMINATION

2.01 The Employer and the Union agree that neither will discriminate against an employee in any term or condition of employment because of an employee's race, color, religion, sex, military duty, disability, age, sexual orientation, **gender identity**, national origin, ancestry, union activities or membership status, or any other prohibited basis of discrimination under applicable state, federal or local laws.

(TA 10-7-20)

2.02 The term "employees" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it will apply to the female gender as well.

ARTICLE 3 HOURS OF WORK - SHIFT PREMIUM - OVERTIME

3.01 Full-time seniority employees shall be scheduled to work five (5) consecutive days of eight (8) consecutive hours or four (4) days of ten (10) consecutive hours, and forty (40) hours work or pay per week, when work is available. Employees scheduled on a 4X10 schedule will be scheduled to have three (3) days off, at least two (2) of which must be consecutive. **No more than fifteen percent (15%) of the total seniority list shall be required to work a schedule that contains both a Saturday and Sunday.** If an employee shows up for a scheduled shift and is not put to work, he shall be provided four (4) hours show up pay (unless previously notified at least two (2) hours prior to their scheduled start time that no work is available). Employees reporting for work as scheduled and who are put to work shall be guaranteed eight (8) hours for a 5X8 schedule or ten (10) hours for a 4X10 schedule provided the employee remains available and completes the assigned, available work. Employees who voluntarily leave prior to the completion of their assigned work or who decline to perform available work outside their classification shall waive the guarantee for that schedule and shall be paid for hours actually worked.

(TA 11-18-20)

3.02 Meal Periods: Employees who are scheduled to work more than five (5) hours in a day shall be allowed a paid meal period of at least thirty (30) minutes between their second (2nd) and fifth (5th) hours of work. Employees who are scheduled to work three (3) or more hours longer than their regularly scheduled work shift shall be allowed a second (2nd) unpaid meal period of at least thirty (30) minutes. Upon written request to the Employer, an employee may voluntarily waive this second (2nd) meal period. If an employee is eligible for a second (2nd) meal period, the employee must be allowed to take such second (2nd) meal period as near as possible to the midpoint of the additional work period that follows their regularly scheduled shift.

3.03 Rest Periods: Employees shall be allowed a paid rest period of not less than ten (10) minutes for each four (4) hours worked. Rest periods shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period.

3.04 Provided an employee has worked his full schedule for the week (except for previously scheduled vacation and scheduled holidays off) any extra day of work outside the employee's regular schedule will be paid at time and one-half (1-1/2).

3.04.1 Effective March 1, 2021, for purposes of overtime compensation, actual hours worked and previously scheduled and approved vacation and personal leave days, will be counted for purposes of the forty (40) hour weekly overtime threshold. No other form of time off (including sick leave), whether paid or unpaid, will be counted towards the forty (40) hour threshold under any circumstances.

(T/A 12/2/20)

3.04.2 Employees mandated to start work prior to their regular bid start time will be paid time and one-half (1-1/2) for all time worked up to their normal start time.

(T/A 11/30/20)

ARTICLE 4 SENIORITY

4.01 An employee shall attain seniority after **a probationary period of** one hundred ~~twenty~~ (~~120~~) **eighty (180) calendar** days. Seniority shall date back to the first day worked in the probationary period. Prior to seniority, employees are probationary and may be disciplined or discharged without recourse to the Grievance Procedure.

Seniority shall be broken only by

- 1.** retirement,
- 2.** voluntary quit, termination,
- 3.** no call/no show for three (3) consecutive days,
- 4.** layoff status for twelve (12) consecutive months

5. absence from work for a period of eighteen (18) consecutive calendar months or period of time equal to the employee's length of service, whichever is less.

Seniority may be extended by mutual agreement between the Employer and the Union.

(TA 11-6-20)

[Note: The parties agree that subpart 6 of this section will be applied retroactively to drivers Nathan Simard, Robert Nicodemus, and Joshua Wine in settlement of the grievance involving those drivers. They will be reclassified from terminated to unpaid leave status for that period of time after they exhausted all protected time off.]

4.02 Employees shall be worked by job classification (truck-trailer, tank wagon/fleet fuel, package delivery, warehouse) in the order of seniority. **Consistent with current operations, dispatch will utilize, when practical, driver route preferences by seniority.**
(TA 11-6-20)

4.02.1 No employee will be required to be trained or maintain qualifications to perform any work outside their classification.

4.02.2 Employees in each classification will be given opportunities to volunteer to be trained and/or to maintain qualifications to perform work in other classifications. Such multi-discipline training and qualifications will permit employees to be qualified to work in other classifications when there is no or limited work in their home classification.

4.03 In the event of a layoff, the last employee hired in each job classification shall be the first laid off, and the last employee laid off shall be first rehired; ~~provided, however, for drivers hired after date of ratification with less than 3 years of service, seniority may be bypassed where a driver's current performance record includes active discipline for accidents, safety violations, or substantiated customer complaints.~~ There shall be no bumping rights **between job classifications unless the employee has the seniority and qualifications to perform the job. "Qualifications" for purposes of this Section refers only to having the necessary license and training to hold the job.**
(TA 11-13-20)

4.04 A list of employees arranged in the order of Employer seniority and job classification seniority shall be posted in a conspicuous place at their place of employment.

4.05 ~~Vacant jobs~~ **Vacancies** will be bid by seniority first among employees in the relevant job classification and shall include start time(s). Bids shall be posted as soon as the Employer is aware there will be a vacancy and shall remain posted for six (6) working days. The most senior qualified employee will be awarded the job and moved into the new position as soon as practicable but in no event more than sixty (60) days. "Qualified" for purposes of this Section refers only to having the necessary license to hold the job (and the Employer may waive this requirement if there are no qualified bidders).
(TA 11-5-20)

4.05.1 An annual bid shall be conducted in March, to be effective April 1 of each year. The Employer will be permitted based on operational needs to perform an additional rebid per year. Any additional bids must be agreed to by the parties. Such rebids will be by seniority first among employees working at that location in the relevant job classification, then subsequently to other qualified bargaining unit employees. If a rebid affects previously scheduled vacation, the Employer will adjust the employee's scheduled vacation to ensure the approved time off, or the employee may select alternative time off.
(TA 11-6-20)

4.05.2 Warehouse employees shall be scheduled Monday through Friday and shall have a consistent start time throughout the workweek. The Employer may institute a Tuesday through Saturday schedule if business needs require, which will be filled on a seniority basis via the bid process outlined in 4.05. Any alternative regular workweek other than a Monday through Friday or Tuesday through Saturday shall be on a voluntary basis. Establishment of a regular workweek does not preclude mandatory overtime.
(TA 11-13-20)

4.06 4.05.4 Before hiring a new employee, a current employee who possesses the necessary license will be allowed to move from one job classification to another. In that event, the driver will be dovetailed into the other seniority list.

ARTICLE 5 UNION ACCESS - BULLETIN BOARDS

5.01 Authorized agents of the Union shall have access to the drivers room, scheduled meeting rooms, and areas where drivers are customarily found at the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule, all agents of the Union adhere to all safety requirements at the facility, and management is first notified of the Union representative's presence. Agents of the Union who go into working areas of the facility do so at their own risk.

5.02 The Employer agrees to provide suitable space for the Union to use as a Bulletin Board. Postings by the Union on such boards are to be confined to official business of the Union.

ARTICLE 6 UNIFORMS

6.01 The Employer will furnish, maintain and pay for uniforms and equipment to the extent they are required by the Employer, including **a cell phone or other electronic communication device (e.g., in-truck devices with transportation system software)**, hard hat, safety vest, hearing protection, eye protection, headlamp, **rain gear** and **fire resistant uniforms (where such garments are required to be worn)**. ~~retardant uniforms.~~ Drivers are required to wear the entire uniform while on duty.
(TA 11-6-20)

6.02 Employees shall receive a boot allowance of \$150 a year.

6.03 The Employer shall provide locker facilities to permit employees to store personal effects during their shift. No Company tools, devices, or documentation may be kept in lockers at any time. Lockers must be kept clean and sanitary, and the Employer may require regular "clean up" days. The Employer shall not access employee lockers without the employee present except in the event of an emergency and in such case, the Employer will notify the employee and a union steward in advance.
(TA 11-6-20)

ARTICLE 7
EQUIPMENT – OVERLOADING – INFECTIOUS DISEASES

(TA Title change 11-6-20)

7.01 The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. **It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified.** Any employee involved in any accident shall immediately report **to a dispatcher or manager** said accident and any physical injury sustained.

(TA 10-28-20)

7.02 Employees shall no later than the end of a shift file a post-trip inspection report, which shall include all defective equipment. Such reports shall be made on an **electronic** Driver Vehicle Inspection Report (“DVIR”) ~~form~~ **(unless such is not operable, in which case a paper DVIR form, including the employee’s printed name and signature, must be completed).** and **Such reports/** shall be available to all employees.

(TA 10-29-20)

7.03 Equipment or vehicles that have been reported as being in an unsafe operating condition must be approved as being safe by the mechanical department prior to further utilization.

7.04 In relation to overweight loads or defective equipment, the Employer shall pay all fines and assessments and compensate employees at their straight-time rate for all work missed and also provide all necessary transportation and legal representation in connection therewith, provided the employee was performing pursuant to Employer instructions. In the event a driver loses his license solely for the reason of overloading, the Employer shall be responsible for all fines and all wages lost because of the overload.

7.05 All employees covered by this Agreement must at all times possess a current and valid Department of Transportation Medical Certificate and a Commercial Driver’s License with required endorsements. If an employee loses his/her Commercial Driver’s License as a result of an infraction, they must report the loss immediately to the Employer. In such case the employee may be terminated. If an employee suffers a temporary suspension of his/her Commercial Driver’s License due to a lapse in their Transportation Medical Certificate, the employee will be eligible for an unpaid leave of absence for up to twelve (12) months.

7.06 The Employer will pay for the cost of the DOT physical performed at an Employer approved medical clinic. However, an employee may go to a qualified doctor of their choosing and will be reimbursed up to the same amount the Employer would have paid if the employee went to the approved medical clinic.

7.07 The Employer will pay for the cost and the time associated with obtaining a Hazmat endorsement, a TWIC card, any type of required training, or Rapid Gate Military base clearance.

7.08 The parties acknowledge the devastating global impact of COVID-19, the potential for similar pandemics to arise in the future, and the public need for and joint desire of the parties to safely continue the Employer’s operations in compliance with health and safety directives. In the event of a future pandemic such as COVID-19 or similar public health crisis, the Employer will follow all applicable recommended guidelines issued by the CDC, FEMA the State, County or other qualified agency (collectively, “Pandemic Guidelines”).

No employee will be required to engage in work due to the Employer’s non-compliance with Pandemic Guidelines. The Safety Committee will monitor developments pertaining to COVID-19 or other similar public health crisis and meet regularly to discuss and make recommendations concerning maintaining a safe workplace and adhering to Pandemic Guidelines. Such meetings may take place electronically, and will in all events take place in compliance with the Pandemic Guidelines (e.g., with social distancing).
(TA 11-6-20)

ARTICLE 8 HOLIDAYS

8.01 The following days shall be recognized as holidays:

New Year's Day
Memorial Day (last Monday in May)
Independence Day
Labor Day (1st Monday in September)
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Two (2) personal leave days per calendar year

8.02 All regular employees shall be paid eight (8) hours straight-time pay for all such holidays falling on a day that is not a regular day of work for that employee. If the holiday is a regular day of work a five/eight (5/8) employee will receive eight (8) hours straight time pay and a four/ten (4/10) employee will receive ten (10) hours straight time pay. Work performed on holidays shall be compensated at the straight-time rate, with the exception that all work on Thanksgiving Day, Christmas Day and work performed beyond the regular 8 or 10 hours schedule on other holidays shall be paid at time and one-half (1-1/2), **plus holiday pay**. No employee shall be called to work on a recognized holiday for less than a full day; however, employees may waive this provision and shall be paid for actual hours worked. Work on holidays will be offered on a seniority basis. If there are insufficient volunteers, work may be assigned by inverse seniority. **An employee must work the scheduled shift prior to a holiday and the first scheduled shift after a holiday in order to be eligible for receipt of holiday pay as set forth in this Section 8.02, unless the absence is due to the use of protected or approved leave.**
(TA 11-17-20)

8.03 If an employee’s schedule changes after they have been granted a requested personal leave day off, the personal leave day off shall be changed if requested by the employee.
(TA 11-17-20)

ARTICLE 9
PAID TIME OFF (GENERAL) VACATION

9.01 ~~Employees shall receive a general paid time off allowance to cover vacation, personal paid time off, sickness and other emergencies beyond that provided in Article 10 Paid Time Off (Sick and Safe), vacation~~ **The Employer shall deposit the following hours in employees vacation banks on their anniversary dates,** as follows:

After probationary period: _____ 16 hours
After 1 year through 5 years: _____ 40 hours
After 6 years through 7 years: _____ 80 hours
After 8 years through 11 years: _____ 120 hours
After 12 years: _____ 160 hours

After **Completion of** probationary period (**6 months**): 16 hours
On 1st year anniversary: _____ **40 hours (1 week)**
On 2nd through 4th year anniversaries: _____ **80 hours (2 weeks)**
On 5th through 10th year anniversaries: _____ **120 hours (3 weeks)**
On 11th **and subsequent** anniversaries: _____ **160 hours (4 weeks)**

(TA 11-19-20)

9.02 Vacation periods shall be established by the Employer and selected according to seniority, **with 10% of the employees in a classification per shift permitted off at one time.** Vacation selection shall begin January 1 and be completed by February 15. Employees who miss their scheduled time to select vacation may not bump junior employees who have made their selection on a timely basis. **During this bidding period employees shall only bid full weeks of vacation. After February 15 the Employer shall conduct a second round of vacation selection where employees shall bid single day(s) vacation(s) by seniority to be completed by the last day of February.**

Requests submitted **on or** after February 15 **March 1** will be granted on first come first served basis. Employees who submit vacation requests **on or** after February 15 **March 1** will be notified if their vacation is approved or denied within ten (10) working days of the request. Requests to use ~~PTO~~ vacation are subject to management approval based on anticipated staffing needs. **If a rebid affects previously scheduled vacation, the Employer will adjust the employee's scheduled vacation to ensure the approved time off, or the employee may select alternative time off.**

(TA 11-16-20)

9.03 **Employees are encouraged to take all allocated vacation annually. Earned PTO Vacation** that is not used during their **anniversary** year may be carried over **up to a maximum of two (2) weeks, or, alternatively, cashed out up to a maximum of two (2) weeks.** ~~and converted to the employee's Paid time Off (Sick and Safe) balance in Article 10.~~

(TA 11-17-20)

9.04 Employees separated from employment for any cause after one (1) year of service shall be paid, ~~pro-rata, for unused PTO~~ **vacation in their vacation banks, up to the time of separation.** For example, if an employee who is entitled to 160 hours for the year quits at mid-year, he is assumed to have been eligible for eighty (80) hours. If he has used 40 hours, he will be paid for the other forty (40) hours. **if an employee receives eighty (80) hours on their anniversary date, uses only ten (10) hours, then resigns six months into their anniversary year, they will receive the remaining seventy (70) hour balance.**

(TA 11-17-20)

ARTICLE 10 ~~PAID TIME OFF (~~ **SICK LEAVE AND SAFE**~~)~~

10.01 ~~Effective January 1, 2018 and each January thereafter, each employee shall be provided a bank of fifty two (52) hours of PTO (Sick and Safe) that is loaded as an advance of their sick and safe leave required by~~

In accordance with Initiative 1433 (Washington Sick and Safe Leave Law). This time will immediately be available for use as provided after ninety (90) calendar days of employment, employees shall be granted sick leave pay on the following basis:

- a. **Thereafter, Sick and safe leave shall accumulate at a minimum rate of one (1) hour for every forty (40) hours of actual work during a calendar year**
- b. **Sick and safe leave shall accumulate at a higher rate where required by law or ordinance.**

(TA 11-17-20)

10.02 ~~PTO (Sick and Safe) leave~~ may be used to cover absences due to ~~their own~~ **bona fide illness, injury or accident of the employee** or the illness of **their** family members, as well as for other reasons provided in Initiative 1433 (Washington Sick and Safe Leave Law). **All absences beyond three (3) consecutive days shall require a medical provider's certificate to verify sick leave provided the Employer has notified the employee prior to return to work.**

(TA 11-17-20)

10.03 ~~PTO (Sick and Safe) shall accumulate in a bank of no more than one hundred sixty (160) hours. Employees with banks of at least forty (40) hours may convert excess PTO (Sick and Safe) to PTO (General) and use it for any purpose as provided under Article 9.~~

Unused sick and safe leave up to forty (40) hours shall be carried over to the following year. Employees who have accumulated time in excess of the forty (40) hour carryover amount as of January 1, 2021, shall, receive a cash out of the excess balance of sick and safe leave time. As of January 1, 2022, and each subsequent January 1, employees who have accumulated time in excess of the forty (40) hour carryover amount shall receive a cash out of the excess balance of time, or may, at their option, carry over up to forty (40) additional hours.

(TA 11-17-20)

~~10.04~~ All current employee balances for Extended Sick Leave shall be converted to employee PTO (Sick and Safe) balances. If the conversion results in an employee having a PTO bank of more than one hundred sixty (160) hours the time will be converted to PTO (General) under Article 9 or cashed out at the option of the employee.
(TA 11-17-20)

~~10.05~~ **04** On the first of the month following thirty (30) days of employment, employees will be provided short term disability benefits for absences due to an employee's own illness or injury exceeding two (2) weeks. This benefit may be insured or self-insured and shall be paid by the Company. This benefit shall provide employees with pay of sixty percent (60%) the employees weekly base rate of compensation [e.g. forty (40) hours] up to a maximum of \$1,500 per week for a maximum of eleven (11) weeks.

~~10.06~~ **05** Once an employee's doctor notifies the Employer that he/she has been released to return to work, the Employer reserves the right to have the employee examined by a doctor of its own choosing at the Employer's expense. Upon receiving the written return to work release from the employee's doctor, the Employer shall have three (3) working days to determine whether to reinstate the employee or send the employee to the Employer's doctor.

If the two (2) doctors disagree about the employee's physical capability to perform assigned duties, the employer and the employee shall mutually agree upon a third (3rd) doctor within ten (10) working days, whose decision shall be final and binding on the Employer, the Union and the employee and not subject to the grievance procedure. Neither the Employer nor the Union will attempt to circumvent the decision of the third (3rd) doctor and the expense of the third (3rd) doctor shall be paid by the Employer.

If the third (3rd) doctor agrees that the employee shall be returned to work, the employee shall be reimbursed at his/her daily guarantee, less any other monies received, back to the date of the release by the employee's doctor. It shall exclude any time the employee was not available for examination or work.

ARTICLE 11 BEREAVEMENT LEAVE

11.01 If any employee covered by this Agreement suffers a death in the immediate family, such employee shall be allowed twenty-four (24) hours of paid bereavement leave, regardless of what day the death may occur, at the straight-time hourly rate. **Employees may take additional available vacation or sick leave if requested by the employee. The Employer will also approve an unpaid leave of absence, not to extend past thirty (30) calendar days from the day the death occurred, if requested by the employee.** Immediate family shall be defined as a spouse, parent, child, sibling or legal guardian; the employee's spouse's parent, legal guardian, child or sibling; the employee's child's spouse; grandparents or grandchildren.
(TA 11-6-20)

ARTICLE 12
SHOP STEWARDS - LEAVE OF ABSENCE FOR UNION BUSINESS

12.01 The Employer recognizes the Union's right to appoint Shop Stewards.

Recognizing the importance of the role of the Union Steward in resolving problems or disputes between the Employer and its employees, the Employer reaffirms its commitment to the active involvement of union stewards in such processes in accordance with the terms of this Article.

(TA 11-17-20)

The Employer recognizes an employee's legal right to union representation if requested by the employee or the Union (unless the employee waives the right to union representation) in connection with an investigatory interview which the employee reasonably believes may result in disciplinary action to himself.

(TA 11-17-20)

12.02 Shop Stewards shall be permitted reasonable short periods of time to investigate, present and process grievances on the Employer's premises, not normally to exceed fifteen (15) minutes, or when the driver is idle or waiting. Time spent in grievance meetings and providing Weingarten representation in disciplinary interviews will be paid time when performed during normal worktime.

12.03 Shop Stewards have no authority to establish policy or negotiate or approve labor agreements or alterations or amendments thereto. Shop Stewards have no independent authority to initiate or implement slowdowns, work stoppages, or economic persuasion, or to interfere with operations. Any violation of this provision shall result in discipline.

12.04 The Union shall notify the Employer immediately in writing of the effective date of an employee's appointment as Shop Steward.

12.05 Union Leave. The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official business, provided ~~forty-eight (48) hours~~ **one (1) week's** written notice is given to the Employer, by the Union, specifying length of time off **(except for contract negotiations)**. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. Such leave shall not exceed eighty (80) hours per year.

(TA 10-28-20)

12.06 A Union member elected or appointed to serve as a Union official shall be granted a leave of absence during the period of such employment, without discrimination or loss of seniority rights, and without pay.

**ARTICLE 13
MILITARY LEAVE**

13.01 Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include: **(1) continuation of health coverage at the same cost as prior to service for leaves of 30 days or less as provided by USERRA (and at up to 102% of the total premium cost for longer leaves, as provided by COBRA), and (2) make-up pension contributions for the employee's period of service for employees who return to work for the Employer after conclusion of the military leave,** as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by the statute.
(TA 10-29-20)

The Employer, in its discretion, may make additional payments or award additional benefits to employees on leave for service in the uniformed services in excess of the requirements outlined in the USERRA.

**ARTICLE 14
JURY DUTY**

14.01 When an employee covered by this Agreement is called upon for jury service in any municipal, county, state or federal court, he shall advise the Employer upon receipt of such call, and if taken from his work for such service, shall be reimbursed, as provided herein, for any loss of wages while actually performing such service, up to a maximum of fourteen (14) days per contract year, provided he exhibits to the Employer his properly endorsed check and permits the Employer to copy the check or voucher he received for such service.

14.02 The amount the employee shall be reimbursed shall be determined by subtracting the amount he received for such service from the amount he would have earned at his regular straight hourly rate during the regular working hours he missed while performing such service.

**ARTICLE 15
CLASSIFICATIONS - RATE OF PAY**

In separate Economics document

**ARTICLE 16
HEALTH INSURANCE AND WELFARE, DENTAL AND VISION BENEFITS**

In separate Economics document

**ARTICLE 17
PENSION**

In separate Economics document

**ARTICLE 18
DISCIPLINE**

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

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

18.03 As a condition precedent to any suspensions or discharges, **and except as provided in Section 18.06**, the Employer must have given the employee a written warning notice for a similar type of offense within the prior twelve (12) months wherein facts forming the grounds of Employer dissatisfaction are clearly set forth. Warnings, suspensions or discharges must be given by registered or certified mail or personally with a written acknowledged receipt.

(TA 11-5-20)

18.04 Copies of all warning notices, suspensions or discharges shall immediately be forwarded to the Union by fax or mail.

18.05 Warning notices, suspensions and discharges, except as hereinafter provided, not executed within ten (10) business days of any given incident are null and void. However, if the Employer's knowledge of the incident is not immediate, the warning notice must be executed within ten (10) business days of the time the Employer acquires knowledge of same, but in no event more than sixty (60) days following the incident, except for dishonesty. Warning notices shall be null and void ~~and incompetent evidence~~ under the provisions of this Agreement after twelve (12) months; **except, if there is a second or subsequent warning for a violation of the same or closely related rule within the twelve (12) month period, the warning notice will remain active until there is a twelve (12) month lapse after the second or subsequent warning.** Time lines may be extended only by mutual agreement.

(TA 11-6-20)

18.06 EXCEPTION: **Prior** ~~W~~ **w**arning notices are not necessary for grounds such as:
(TA 10-28-20)

- a. dishonesty with respect to employee time, materials, money or equipment;
- b. recklessness; gross negligence or serious safety violations;
- c. carrying unauthorized passengers while operating Employer's vehicles;
- d. possession, sale or use of dangerous drugs or narcotics or being under the influence of drugs or alcohol while at work;
- e. gross insubordination;
- f. not reporting or leaving the scene of a known accident while in a company vehicle;
- g. egregious conduct constituting unlawful discrimination or harassment;
- h. physical assault on an employee, supervisor or customer;
- i. unlawful use of cell phones while driving (however, a first violation that does not result in an accident will result in an unpaid disciplinary suspension of one week).

These exceptions are not an inclusive list, but are examples of conduct so serious in nature as to not warrant a prior warning as required in Section 18.03. Such discharges or suspensions must be executed within ten (10) business days of the occurrence of the incident forming the grounds. However, if the Employer's knowledge of the incident is not immediate, the discharge or suspension must be executed within ten (10) business days of the time the Employer acquires knowledge of same, but in no event more than sixty (60) days following the incident, except for dishonesty, concealed criminal activity, or by mutual agreement with the Union on a case-by-case basis.

18.07 Any employee has the right to grieve any warning notice, suspension or discharge as outlined in Section 19.08 STEP ONE.

ARTICLE 19 GRIEVANCE AND ARBITRATION

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

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

19.03 Union Representation: The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decisions of Boards of Adjustment and Arbitrators, the Union shall be the exclusive representative of the employees covered.

19.04 Employees, whether Union members or not, shall have no independent unilateral privilege or right to invoke grievance.

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

19.06 Limited Powers: A Board or Arbitrator shall have no power to add to or subtract from or to disregard, modify or otherwise alter any terms of this or any other agreements between the Union and Employer or to negotiate new agreements. Board and/or Arbitrator powers are limited to interpretations of and a decision concerning appropriate application of the terms of this Agreement or other existing pertinent agreements, if any.

19.07 Court Enforcement: Failure to abide by the final decision of a Board or Arbitrator shall be a violation of this Agreement, **provided the Board or Arbitrator has not exceeded their authority as provided in Section 19.06 or otherwise ruled in a manner contrary to law or public policy.** The Union or Employer may, if deemed expedient, seek ~~Court~~ **to vacate or enforcement of** in Court any final decisions of a Board or Arbitrator.

(TA 11-6-20)

19.08 STEP ONE: Should a matter coming to the knowledge of the Union or Employer give rise to a grievance, such shall be submitted to the Union, by the Employer, or to the Employer by the Union. The submissions may be oral. Thereafter, the Union and Employer shall diligently seek to reach a fair informal settlement. Failing to reach agreement, the moving party must file a written grievance within ten (10) working days **of the date the employee or the Union knew or should have known of the event(s) giving rise to the grievance.** The party filing a written grievance shall describe the grievance as fully as practical, including any section of the collective bargaining agreement that is alleged to have been violated, and the other party shall promptly respond to the issue raised, in writing within ten (10) working days following receipt of a written grievance. Absent said response, the moving party may move the issue directly to the Board of Adjustment as provided for in Step Two.

(TA 11-6-20)

19.09 STEP TWO: If an informal settlement is not reached, pursuant to the ten (10) day provision of Step One, above, the matter shall, thereafter, be submitted, in writing, to the Union by the Employer or to the Employer by the Union with a request for a Board of Adjustment hearing. Within ten (10) days of this submission and request the Board shall be created. Such shall consist of two appointees by the Union and two by the Employer. The Board shall have, except as herein otherwise provided, jurisdiction for the duration of the Grievance. Compensation, costs, fees or other remuneration, if any, for Board members must be derived solely from the appointing party. Board members, by acceptance of their appointments, agree to the provisions of this Article.

19.10 STEP THREE: The Board must hold a hearing within fifteen (15) days of its creation. The hearing shall not be public. The Union and the Employer may be represented as desired and each may have a reporter, if desired.

19.11 The Union and Employer shall each have the privilege of making an opening statement, such may be oral or typewritten and may be made by Board members. The Union and Employer must be accorded a fair and reasonable opportunity to be heard, present evidence, both documentary, including affidavits, and oral by Board members or others and also afforded liberal examination and cross-examination privileges in order to fully and accurately develop the facts. The Employer shall, when requested by a Board member and when practicable, make up to two (2) employees available as witnesses without loss of pay (except for a grievant who has been terminated). Witnesses shall be free of restraint, interference, coercion, discrimination or reprisal. The Board may, from time to time, by majority vote, provide reasonable continuances and postponements of the hearing(s) as deemed appropriate.

19.12 If a Board is able to reach a majority decision it shall within thirty (30) days of termination of the hearing(s) render a final decision. Such shall be dated and subscribed by all concurring Board members and a notation made of the dissenter, if any. The decision shall contain orderly and concise Findings of Fact.

19.13 In the event of death or other disqualification or unavailability of a member of the Board of Adjustment, a replacement may be made consistent with initial appointment provisions.

19.14 **STEP FOUR:** If the Board of Adjustment fails to reach a majority decision, the grieving party may submit the matter to arbitration, by notifying the other party of that fact in writing within ten (10) work days following the deadlocked decision of the Board of Adjustment. If the parties are unable to agree on the Arbitrator within five (5) work days from the receipt of the request for arbitration, a panel of eleven (11) Northwest Arbitrators will be secured from the Federal Mediation and Conciliation Service, and the parties will alternately strike from the list and the last remaining person on the list will be the Arbitrator.

19.15 Within thirty (30) days of his selection, unless otherwise agreed, the Arbitrator shall hold a hearing. The hearing shall not be public. The Arbitrator shall afford the Union and the Employer liberal rights to present evidence, exhibitory, documentary (~~including affidavits~~) and by witnesses, and to examine and cross-examine witnesses. The arbitrator may review the employee's total work record if submitted by the Union or the Employer. The Union and Employer may be represented as individually desired and each may have a reporter with or without a recorder. Upon the Arbitrator's or Union's request or Employer's desire, and when practicable, the Employer shall make employees available as witnesses. All employee witnesses shall be free of restraint, interference, coercion, discrimination or reprisal. The Arbitrator's jurisdiction shall endure to final decision, except as herein otherwise provided.

(TA 11-6-20)

19.16 At the conclusion of the hearing(s), **each party may submit written briefs unless stipulated otherwise** ~~an oral decision may be rendered~~. Within ~~thirty (30)~~ **sixty (60)** days of the ~~termination~~ **close** of the hearing(s) **record** the Arbitrator shall render his final typewritten decision, which shall be dated, and which shall include orderly and concise Findings of Fact. Copies of the final decision shall be furnished to the Union and Employer. The Arbitrator shall have power to and may, from time to time, provide reasonable continuances and postponements of the hearing(s) as deemed appropriate or as agreed by the Union and Employer.
(TA 11-6-20)

19.17 Fees for Arbitrator shall be split equally by the Union and Employer. If the Union and Employer agree that a court reporter should take the proceedings, the costs incidental thereto shall be shared equally and each shall have access to the record. If the Union or Employer provides their own separate means for recording the proceedings such shall not, as a matter of right, be available to the other.

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

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

19.20 For purposes of these Article 18 and 19, time deadlines shall exclude weekends, holidays or any day on which the business offices of either the Union or the Employer are closed. Time lines may be extended only by mutual agreement.

ARTICLE 20 UNIT WORK PRESERVATION

20.01 The work of Local No. 174's bargaining unit must be performed only by employees belonging to said unit. The Employer may **not** contract out work ~~when~~ **unless** all of its employees are working, have been offered work, or are unavailable for work. Such contracting out shall not be used to avoid overtime or the hiring of additional employees on a regular basis when needed. **If requested by the Union, the Company will meet and confer with union representatives to discuss ways of limiting the need to contract out work.**
(T/A – 12/1/20)

ARTICLE 21 SAVINGS CLAUSE

21.01 Should any Section or provision of this Agreement or Letters of Understanding be rendered invalid or compliance therewith restrained, the application of other Sections or provisions shall not be affected thereby.

ARTICLE 22
NO STRIKE – NO LOCKOUT

22.01 The Employer agrees that there will be no lockout of its employees and the Union agrees that there will be no strike, slowdown or stoppage of work (including sympathy strikes) for the duration of this Agreement. For purposes of this Section, honoring a picket line shall not be construed as a sympathy strike.

22.02 It shall not be a violation of this Agreement, nor shall it be cause for discharge or permanent replacement of an employee or disciplinary action of any kind, if an employee refuses to cross or work behind a primary picket line, approved by the Union party to this Agreement and sanctioned by Joint Council No. 28; however, during the life of this Agreement, there shall be no picketing at the Employer's primary place of business where employees report to work.

22.03 During the life of this Agreement the Union will not order a strike except as otherwise provided, and if any strike occurs, the Union will take prudent measures to end the unauthorized work stoppage. Under such circumstances, the Employer agrees that it will not seek damages against the Union, its officers or its agents for any such unauthorized work stoppage.

ARTICLE 23
MANAGEMENT RIGHTS

23.01 The Union recognizes the Employer's commitment to serve the petroleum delivery community and our customers with the highest quality of safety in an efficient and economical manner. The Union further recognizes the right of the Employer, subject to the terms of this Agreement, to operate and manage the delivery service including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignment, and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine the location in which services are to be provided and hours of operation; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for cause. The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed to exclude those rights and prerogatives not mentioned which are inherent to the management function. The Employer may promulgate reasonable rules, regulations and personnel policies provided they do not violate this Agreement.

23.02 The Employer agrees to provide the Union with twenty-one (21) days advance notice of changes in rules, regulations and personnel policies and, upon request, will meet and discuss such changes. The Union reserves the right to challenge the reasonableness of such changes in the event any employee is disciplined for violations of the new rules.

**ASSOCIATED PETROLEUM
PRODUCTS, INC. A Subsidiary of World
Fuel Services Corporation**

**GENERAL TEAMSTERS LOCAL UNION
NO. 174, Affiliated with the International
Brotherhood of Teamsters**

By: _____
Harry Hadiaris, President

By: _____
Rick Hicks, Secretary-Treasurer

Dated: _____

Dated: _____