

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**SOUTHERN GLAZER'S WINE & SPIRITS (T/A – 1/27/21)  
OF WASHINGTON, LLC**

**and**

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

**MARCH 1, ~~2016~~ 2021 – FEBRUARY 28, ~~2021~~ 2023  
(T/A – 1/27/21)**

**TABLE OF CONTENTS**

<b>ARTICLE</b>		<b>PAGE</b>
	PREAMBLE .....	1
1	UNION RECOGNITION.....	1
2	UNION SECURITY .....	2
3	WAGES .....	4
4	SENIORITY .....	4
5	HOURS OF WORK .....	9
6	GUARANTEED WORK .....	11
7	GRIEVANCE PROCEDURE AND ARBITRATION.....	12
8	DISCIPLINE, SUSPENSION OR DISCHARGE.....	15
9	UNAUTHORIZED ACTIVITY .....	18
10	SICK LEAVE.....	18
11	HOLIDAYS .....	20
12	VACATION .....	21
13	BEREAVEMENT LEAVE.....	23
14	PROTECTION OF RIGHTS.....	23
15	JURY DUTY .....	24
16	SAFETY AND HEALTH.....	24
17	WORK ASSIGNMENTS .....	26
18	HEALTH AND WELFARE .....	26
19	PENSION .....	27
20	MANAGEMENT RIGHTS .....	29
21	EQUAL OPPORTUNITY AND COMPLIANCE WITH THE LAW.....	29
22	JOINT LABOR MANAGEMENT COMMITTEE .....	30
23	UNIFORMS .....	31
24	SEVERABILITY AND SAVINGS CLAUSE .....	31
25	TRANSFER OF COMPANY TITLE OR INTEREST .....	32
26	SUBCONTRACTING.....	32
27	DRUG AND ALCOHOL POLICY .....	33
28	MISCELLANEOUS PROVISIONS .....	33
29	STRIKES AND LOCKOUTS.....	35
30	SHOP STEWARDS .....	35
31	WORK PROVISIONS .....	36
32	OVERLOADING .....	37
33	TERMINATION OF AGREEMENT .....	37
	APPENDIX A – MINIMUM WAGE RATES .....	39

This Agreement is made and entered into as of March 1, ~~2016~~ **2021**, by and between the INTERNATIONAL BROTHERHOOD OF TEAMSTERS and GENERAL TEAMSTERS LOCAL UNION NO. 174 (hereinafter collectively referred to as "Union"), and SOUTHERN **GLAZER'S** WINE & SPIRITS of WASHINGTON, LLC (hereinafter referred to as "Employer").  
**(T/A – 1/27/21)**

## **ARTICLE 1. Union Recognition**

1.1 The Employer recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications of work covered by this Statewide Agreement.

1.2 This Agreement covers all warehouse workers and drivers in those classifications listed in "Exhibit A – Wages" attached hereto, and excluding all other employees such as all managerial, confidential, administrative, security, maintenance, office janitorial and clerical employees, sales, route sales, direct warehouse sales and merchandising employees, routers, POS clerks, sorter-merge operators, and WMS/ASRS administrators.

1.3 The Employer will continue to recognize Teamsters Local Union 174 as the sole collective bargaining agent for its employees who are employed at those facilities where the Employer has granted voluntary recognition or the Union has been otherwise certified as the bargaining representative of those employees working within the classifications covered by this Statewide Agreement. The Employer will also continue to acknowledge those Teamsters Local Unions who have been assigned by Teamsters Local 174 to service employees at Southern facilities operating in their geographical areas, as agreed to by Teamsters Local 174, the Employer and those Local Unions.

1.4 Teamsters Local 174 shall in all events be the contracting party with the Employer and the exclusive Union to represent and bargain for the employees, and this requirement shall apply regardless of what other Teamsters Local Union may operate, or have so-called jurisdiction, in certain areas where the Employer presently or in the future has a facility. Without waiving the generality of the foregoing the Employer shall not recognize any other Teamsters Local Union for the purpose of Union shop, check-off or otherwise, unless mutually agreed to by the Employer and Teamsters Local 174.

1.5 If the Local Unions or any affiliated body attempt to assign or transfer any of their rights or obligations hereunder without the Employer's consent, the employees at the locations affected shall be given the right to vote with three (3) options:

1. To remain represented by the Local Union that is presently recognized by the Employer.
2. To be represented by a different Local Union.
3. To not be represented by any Union.

1.6 For the term of this Agreement, the Employer will also recognize Teamsters Local Union 174 as the collective bargaining representative of employees covered within the classifications set forth in this Agreement for any locations opened by the Employer within Washington outside of Local 174 recognized areas, upon a demonstration by the Union of a majority status among a substantial and representative compliment of the employees at any new facility opened by the Employer.

1.7 Such recognition shall be effective with the date of the demand for recognition provided that the Union demonstrates through objective evidence its designation by a majority of the bargaining unit employees as the exclusive collective bargaining representative.

## **ARTICLE 2. Union Security**

2.1 During the term of this Agreement, all current employees, including probationary employees, covered by this Agreement shall, at the end of thirty (30) calendar days following the effective date of this Agreement, become and remain a member of the Union in good standing. All new employees, including probationary employees, hired during the term of this Agreement, shall, at the end of thirty (30) calendar days following their date of hire become and remain a member of the Union in good standing.

2.2 The Union agrees that written notice by certified mail return receipt requested shall be given to the Employer at least seven (7) days before any employee is required to be removed from his/her employment by reason of his/her failure to become or remain a member of the Union, as required by this Article. In the event the employee reinstates within the prescribed seven (7) days from notification, he/she shall not be subject to termination under this Article. Before sending the Employer a request to terminate an employee under this Article, the employee shall first be given written notice of the delinquency by the Union. The Employer shall not act to terminate the delinquent employee until it has received written notice from the Union by certified mail requesting the employee's termination on a date certain. Once an employee has been terminated under this provision, such termination shall be final.

A. The Employer will neither negotiate nor make any agreements for any of its employees in the bargaining unit covered hereby unless it be through the duly authorized representative of the Union.

B. The Employer agrees that it will not sponsor or promote financially or otherwise, any group, committee or labor organization, for the purpose of undermining the Union; nor will the Employer interfere with, restrain, coerce, or discriminate in any way against any of its employees in connection with their membership or non-membership in the Union.

C. For employees hired after the ratification of this Agreement, the probationary period for a new employee is one thousand forty (1040) compensated hours within twelve (12) months. During this time, an employee shall be probationary and may be terminated by the Employer for any reason, and he/she shall have no recourse to the grievance procedure to protest such termination.

D. When the Employer needs additional employees, it shall give the Union notification and equal opportunity with all other sources to provide qualified applicants. The Employer shall be under no obligation to hire any applicant referred by the Union.

E. An employee covered by this Agreement desiring to have deductions made only for uniform monthly Union dues, including regular monthly assessments, shall sign proper assignment forms and submit them to the Employer or, in the case of new employees, concurrent with their employment application and forms. It is understood between the parties that in order to be effective, such dues check-off authorization form will be lawful and voluntarily executed by the employee and personally delivered by the employee to the Employer. Upon receipt of this written dues check-off authorization form from an employee, the Employer will deduct from the pay of such employee during the first pay period of each calendar month the authorization is effective, a sum equal to the employee's Union uniform monthly membership dues or service fees, whichever fall due during the immediately preceding month and only so long as such employee was employed by the Employer at the time such obligation became due. It is understood between the parties that, in order to be effective, such check-off authorization form will be voluntarily executed by the employee, and under no circumstances will any employee be told by the Union that the execution of such a check-off authorization is required in order to maintain his/her status as an employee. Requests to terminate such deductions, if desired by the employee, will be implemented on the annual anniversary dates of the Agreement. The full amount of monies so deducted by the Employer shall be forwarded to the Union monthly by check together with an alphabetized list showing names, Social Security numbers and amounts deducted from each employee. Such revocation will be effective the first payroll period following receipt of the notice. The Union shall be required to notify the Employer in writing within sixty (60) days of any change in the amount of the monthly dues and regular monthly assessments. It is expressly understood by the parties that the dues check-off authorization form shall not apply to any other amounts other than uniform monthly Union dues, or regular monthly assessments, including but not limited to initiation, transfer fees and/or fines, and such amounts shall be paid by the employee directly to the Union in a time and manner that is agreeable to the Union and consistent with federal and state law.

2.3 DRIVE: **(Democrat Republican Independent Voter Education)** Effective upon the agreement between the International Union and the Employer, 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.  
**(T/A – 1/27/21)**

### **ARTICLE 3. Wages**

3.1 Employees covered by this Agreement shall be paid in accordance with the guidelines contained herein and the applicable pay scales in Appendix A attached hereto and made a part of this Agreement.

3.2 The wage rates set forth in Appendix A are intended only to be the minimum wage rates the Employer is obligated to pay. From time to time, employees may receive wage rates that are greater than those wages provided in Appendix A. These wage rates that are greater than those provided in Appendix A are paid at the Employer's discretion and may be discontinued at the Employer's sole discretion.

### **ARTICLE 4. Seniority**

4.1 Probationary Employee: For employees hired after the ratification of this Agreement, the probationary period for a new employee is one thousand forty (1040) compensated hours within twelve (12) months. During this time, an employee shall be probationary and may be terminated by the Employer for any reason, and he/she shall have no recourse to the grievance procedure to protest such termination. Probationary employees shall not be utilized to deny regular employees work.

4.2 Regular Employees: A regular employee is an employee who has successfully completed the probationary period. Upon the successful completion of the probationary period, a regular employee shall have a seniority date based upon his most recent date of hire within the bargaining unit.

4.3 Application of Seniority:

A. Layoff: In the event of a layoff (defined as a reduction in force) the employees shall be laid off based upon their seniority, provided the employee with the greater seniority possesses the qualifications to fully perform the work.

B. Recall: In the event of a recall of employees from layoff, the employees shall be recalled by inverse order of layoff.

4.4 A new seniority list shall be posted every six months outlining the employee's name, date of hire and department (Day Warehouse, Night Warehouse and, Delivery). Unless an employee grieves any alleged mistake or misstatement on such list within thirty (30) days, the information on such list shall be deemed conclusively accurate in all respects. Copies of said list shall be given to the union Steward with a copy mailed to the Union.

4.5 The Employer may assign a probationary employee to any work at its discretion. The employee shall have no seniority rights during the initial probationary period. After completion of the initial probationary period, the employee's seniority date shall be the date of hiring. If two (2) or more employees have the same date of hire into a bargaining unit position, their seniority rank shall be established by: (1) date and time of application, (2) employee ID number.

4.6 Seniority shall be broken and employment terminated by:

A. Discharge, voluntary quit, or more than a twelve (12) month layoff.

B. Eighteen (18) consecutive months of absence from work due to occupational injury. The Employer reserves the right to extend this period to a total of twenty-four (24) consecutive months as it determines appropriate.

C. Twelve (12) consecutive months of absence from work due to non-occupational injury or illness.

D. Failure to report for work within one hundred twenty (120) hours after notice of recall. This notice is to take effect upon time of mailing. For the purposes of calculating the timeline the first hour starts at 12:01 am the next day after the postmark. The letter shall be sent certified to the employee's last known address or the failure to report will be considered null and void and seniority shall not be broken.

E. Failure to return to work in accordance with the terms of an approved leave of absence.

F. Failure to notify the Employer of availability for work the next business day after being released for work by treating physician.

4.7 The Employer and the Union agree to observe any applicable law relating to military leave or veteran's re-employment rights.

4.8 The Employer will post workweeks and shifts for seven (7) working days and allow employees to select such workweek and shifts on the basis of seniority, in the following situations: (1) a permanent change from a four-ten workweek to a five-eight workweek or vice-versa; (2) where there is a permanent increase in full time opening; and (3) a workweek or shift starting time change, more than one (1) hour, that is at least of fifteen (15) calendar days duration.

During the seven (7) working day posting and bidding period, the Employer shall have the right to fill the opening by temporary assignment. This Section is not to be interpreted as a guarantee of any number of jobs in any job classification. Employees shall work as directed by the Employer. The Employer will not make temporary work assignments for the purpose of defeating the job bidding procedures. Bids shall become effective within five (5) working days after the close of the bid. In the event no regular employee bids on a job posting that job shall be filled by inverse seniority order.

Within sixty (60) days from ratification, and each ~~January~~ **November 1<sup>st</sup>** thereafter, **there shall be an annual bid for drivers** to become effective the ~~second~~ **first** full week of ~~February~~ **January** each year. **Drivers** employees shall have the opportunity to bid work as follows:

**(T/A – 1/27/21)**

The drivers in Puyallup, Seattle and Spokane shall bid all regular routes. The bid shall contain geographic location descriptions, shift, start time, and work week. In addition, the annual bid shall contain at least 75% of the routes delivered at each of these depots, but no less than the total number of current four (4) day/fifty-two (52) week regular routes plus newly combined zone routes assigned to that depot.

The drivers in depots other than Puyallup, Seattle and Spokane shall select all available runs on a daily basis, by seniority, between those drivers on each specific start time at the beginning of that shift.

Route drivers may be assigned additional work after they have completed their bid route.

In addition, drivers may bid a relief driver position, including each specific start time as established by the Employer, by seniority. Relief drivers will be utilized to cover vacation, absenteeism and overflow work. The number of Relief driver positions in each depot will be established by the Employer. However, that number shall be sufficient in nature in order to satisfy the coverage as described in this Article.



**There shall be bi-annual bids for warehouse and mechanic employees in November and May each year. The November bid shall become effective the first full week of January and the May bid shall become effective the first full week of July. The warehouse bid shall contain location, general department, shift, start time and workweek. Within sixty (60) days from ratification, there shall be a one-time master rebid for all positions in the warehouse.** Warehouse leads shall be excluded from bidding and shall not hold a bid position.  
**(T/A – 1/27/21)**

Employees recognize the principle of work as directed within or outside their bid. The parties also agree that employees will not be moved in an arbitrary and capricious manner.

4.8.1 PERMANENT ROUTE DRIVER VACANCIES: Vacancies on bid routes, including newly established routes, shall be filled by the most senior employee from the pool of Relief drivers who bid on that route (“Bid Employee”). Bids shall be posted immediately for not less than seven (7) working days. All bids shall be awarded the next business day and filled within five (5) working days (Monday through Friday).

If, due to business needs, a bid route for a Class B driver is required to be delivered on a Class A truck, that route will be assigned to a Class A driver by the Employer in inverse seniority order. The displaced driver shall be assigned to the Relief pool and offered available routes by seniority.

When a driver’s bid geographic area is temporarily eliminated for the day, the driver will be assigned to the Relief pool and offered available routes by seniority.

4.8.2 TRANSFER DRIVERS BIDDING: Transfer Drivers shall bid all shifts and start times on an annual basis in January of each year and shall be effective the second full week of February. Transfer Drivers shall select all runs on a daily basis by seniority between those drivers on each specific start time at the beginning of that shift.

4.8.3 WAREHOUSE BIDDING: The following general departments (including the specific jobs and number assigned to each start time) will be made available for the annual bidding. Employees acknowledge that all of the below positions are not full time on a daily basis and that employees may be directed to work across multiple areas, in seniority order, where practicable.

**DAY DEPARTMENT:**

Receiving  
Inventory Control/Consolidation  
Day Shipping/Replenishment  
Returns/Will Calls  
Janitorial  
Hostlers  
Floater

**NIGHT DEPARTMENT:**

Bottle Room  
Case-Pick Mods/Replenishments  
Oddball  
Dock/Loading  
Janitorial  
Hostlers  
Floater

4.8.4 Employees who successfully bid into a general department shall have the right to select a preferential job assignment within that general department by seniority. Once selected, employees shall remain in their selected position until such time as the employee elects to exercise their seniority to choose a different preferential job, within the general department.

4.8.5 It shall be the Employer's responsibility to ensure employees are adequately trained in order to perform the tasks of an employee's preferential job selection. If any dispute arises, as to whether the person is qualified to do the work or handle equipment, the Employer shall grant the employee a thirty (30) day evaluation period, with training, under supervision to determine their qualification. If judged to be not qualified for the job, the employee will be allowed to exercise their seniority to select a different preferential job.

4.8.6 Reassignment of an employee during the evaluation period is subject to challenge through the grievance/arbitration provisions of this Agreement.

4.9 The Employer, at its discretion, shall offer Warehouse employees, in seniority order, the opportunity to become Cross-Classification employees, who will be trained to receive Class B licenses. Once an employee successfully completes the training they must maintain such license and be able to perform both driving work (including delivering product to retail licensees or transferring product to other of the Employer's locations) and warehousing work (including loading trucks, unloading trucks, filling orders, putting away merchandise) during a shift.

4.10 Cross-Classification employees may be required to both drive and perform warehouse work during a single shift and shall at all times be paid the top rate as a driver. Cross Classification employees will not have to complete a wage progression as outlined in Appendix A of this Agreement. Cross Classification employees who sign up for this opportunity and are awarded a position, will be trained within three (3) months of obtaining their learners permit. Employees will be allowed to utilize Company equipment to practice and to take the driving test. All costs associated with this training shall be borne by the Employer.

## ARTICLE 5. Hours of Work

5.1 The regular work day shall consist of either eight (8) or ten (10) consecutive hours of work, exclusive of one thirty (30) minute unpaid meal period commencing no less than two (2) hours but no more than five (5) hours from the beginning of the employee's workday, and two (2) fifteen (15) minute paid breaks per shift, with one (1) additional fifteen (15) minute break when at least two (2) hours of overtime is anticipated. Drivers may elect to waive the meal period stated above by signing an Employer-prepared waiver form. In the event an employee signs the waiver form, the employee may either take a meal outside of the above hours or not take a meal period at all. Should the employee not take a meal, the employee shall verify in writing that he/she did not take a meal period that day, and he/she shall receive an additional thirty (30) minutes of pay.

5.2 The work day for all bargaining unit employees may start at any hour and the starting time will remain consistent throughout the work week in accordance with Section 5.7 of this Article. For employees on a ten (10) hour schedule, the work week shall start on Sunday, Monday, Tuesday or Wednesday and shall continue for four (4) consecutive days. For employees on an eight (8) hour schedule, the work week shall start on Sunday, Monday or Tuesday and shall continue for five (5) consecutive days.

### A. Work Week of Four (4) – Ten (10) Hour Days ("Four/Tens")

1. Overtime will be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for all hours in excess of forty (40) hours per week.

2. Regular employees on a four (4) day ten (10) hour shift shall be paid time and one-half (1½) their regular straight-time hourly wage, including the applicable shift premium, if any, for hours actually worked in excess of ten (10) hours in any one (1) workday and double (2X) their regular straight-time hourly wage, including the applicable shift premium, if any, for hours actually worked in excess of twelve (12) hours in any one (1) workday.

### B. Work Week of Five (5) - Eight (8) Hour Days ("Five/Eights")

1. Overtime will be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay for all hours in excess of forty (40) hours per week.

2. Regular employees on a five (5) day eight (8) hour shift shall be paid time and one-half (1½) their regular straight-time hourly wage, including the applicable shift premium, if any, for hours actually worked in excess of eight (8) hours in any one (1) workday and double (2X) their regular straight-time hourly wage, including the applicable shift premium, if any, for hours actually worked in excess of eleven (11) hours in any one (1) workday.

5.3 Employees will be paid on a bi-weekly basis (i.e., every two weeks, not later than Friday). Each employee paycheck will be deposited directly into the bank account specified by each employee. Employees who do not want their paychecks directly deposited, or do not have a bank account, may submit a written request to the HR Manager, Washington, which request shall be accepted and accomplished as soon as feasible.

5.4 For the purposes of calculating overtime, a workweek begins at 12:01 am on Monday and ends at midnight on the following Sunday.

5.5 Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement, including no pyramiding or duplication of daily or weekly overtime premiums.

5.6 The Employer may require employees to work overtime when necessary. The Employer will select the employees who normally perform the work in question for such overtime based on seniority. If the more senior employees do not want to work such overtime, then the Employer will assign the overtime to the least senior employees who are qualified to perform the work. Any requirement of overtime for Warehouse employees shall be communicated no later than two (2) hours prior to the end of the regular shift unless the overtime is the result of mechanical breakdowns or unforeseen staffing levels not previously anticipated. In the event the employee was not notified timely, any overtime work will be on a voluntary basis only.

5.7 The Employer has the option of temporarily reverting, for no more than twenty-one (21) consecutive calendar days, from a four-day workweek to a five-day workweek, or vice-versa, upon fourteen (14) calendar days' notice to the employees affected.

5.8 This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. Unless otherwise expressly provided, nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week, or of days of work per week.

## ARTICLE 6. Guaranteed Work

6.1 Whenever employees are called into work, they shall be guaranteed eight (8) or ten (10) hours of work, depending on the schedule they are assigned (Five/Eight or Four/Ten), or paid in lieu thereof, unless the work is not available due to acts of God, or circumstances beyond the control of the Employer, in which case the Employer shall be relieved of its responsibility to provide work or the equivalent pay for such period of time. Seventy-Five percent (75%) of all regular employees in each classification employed in any distribution center and the Seattle depot shall be guaranteed a minimum of forty (40) hours work or pay. Sixty percent (60%) of all regular employees in each classification employed in all other depots in the state shall be guaranteed a minimum of forty (40) hours work or pay. The above provision(s) do not apply if the employee voluntarily elects to leave when the assigned work is completed. In that case, the employee shall only be paid for actual time worked.

6.2 All work outside of an employee's regularly scheduled workweek will be compensated in accordance with the provisions below:

A. All fifth (5th) and sixth (6th) day work for a regular employee scheduled to a four (4) day workweek shall be guaranteed eight (8) hours of work or pay at the rate of time and one-half (1½) for all hours and double (2X) their regular straight-time hourly wage, including the applicable shift premium, if any, for hours actually worked in excess of twelve (12) hours in any one (1) workday.

B. All sixth (6th) day work for a regular employee scheduled to a five (5) day workweek shall be guaranteed eight (8) hours of work or pay at the rate of time and one-half (1½) for all hours and double (2X) their regular straight-time hourly wage, including the applicable shift premium, if any, for hours actually worked in excess of eleven (11) hours in any one (1) workday.

C. All seventh (7th) day work for a regular employee shall be guaranteed eight (8) hours of work or pay at the rate double (2X) the straight time rate for all hours.

D. All Sunday work for a regular employee shall be compensated at the rate of double-time (2X) the employee's straight time rate for all hours.

None of these days need be consecutive for the premiums to be paid according to the above provisions A, B, C and D.

6.3 Casual employees may be hired on a per diem basis, and shall only perform work between October 1 and January 5 of the following year. However, in the case of a layoff, no per diem employees shall be hired.

The Employer may, from time to time, employ casual employees on a per diem basis when its full seniority list is working. Hours worked as a casual employee will be counted toward the completion of the probationary period if the casual employee is subsequently hired. No casual employee shall work more than thirty-five (35) work days.

The Employer may at any time, in depots other than Seattle, in its discretion, replace with a casual employee, on a per diem basis, any employee who may be temporarily absent for any reason whatsoever, including on vacation. Casual employees shall not be used by the Employer to avoid overtime or the hiring of additional employees on a regular basis when needed.

## **ARTICLE 7. Grievance Procedure and Arbitration**

### **7.1 Definitions:**

A. A grievance shall be defined as a claim by the Employer, Union, or employee(s) that the terms of this Agreement have been violated or that there is a question concerning the proper application or interpretation of this Agreement.

B. Workdays: For the purpose of this Article, workdays shall include Monday through Friday, and exclude Saturday, Sunday and recognized holidays set forth in this Agreement or a day either party's business office is closed.

7.2 Limitations: Grievances shall be limited to matters concerning the provisions in this Agreement. Neither the Employer, Union nor an employee shall use or attempt to use the grievance procedure as a means of changing, amending, modifying, supplementing or otherwise altering in any way whatsoever, this Agreement or any part thereof.

A. The right to process and settle grievances is wholly, to the exclusion of any other means available, dependent upon the provisions of this Section.

B. The wage rates set forth in Appendix A are not to be subject to the provisions of this Article for determination or alteration.

C. The Union shall not be required to process 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 arbitrators, the Union shall be the exclusive representative of the employee(s) involved.

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

E. The processing, disposition and/or settlement, including hearings and final decisions of Boards or arbitrators, by and between the Union and the Employer of any grievance or other matter shall be binding on the Union and its members, the employee(s) involved and the Employer, except as provided in this Section.

7.3 Grievance Steps: Should a grievance arise, it shall be handled in the following manner:

**Step 1:** When an employee has a grievance, he shall meet with his immediate supervisor and attempt to resolve the grievance.

**Step 2:** If no agreement can be reached with his immediate supervisor and the employee wishes to appeal the grievance, the grievance shall be reduced to writing by the employee or the Union and signed by the employee affected. The written grievance shall contain the nature of the grievance, act or acts grieved, date of occurrence, identity of the party or parties who claim to be aggrieved, provision of this Agreement allegedly violated, and the remedy sought. Grievances arising out of the warehouse department must be filed with the Warehouse Operations Manager while grievances arising out of the delivery department must be filed with the Delivery Manager, within ten (10) workdays after the date of occurrence of the event. If the grievance is not filed as set forth above, the grievance will be deemed waived and will not be subject to the grievance procedure. The appropriate Manager shall respond in writing within ten (10) workdays of the receipt of the written grievance. No claim shall be made for retroactive adjustment of any grievance, which occurred more than ten (10) workdays before the date of filing of the written grievance.

Failure to Respond and Time Limits: If a grievance is not appealed to the next step within the specified time limit, it shall be considered waived. The time limit in each step may be extended by mutual written agreement of the Employer and the Union.

**Step 3:** If the grievance is not settled in Step 2 and the Union considers the grievance valid and desires to appeal, it shall be referred in writing to the Vice President of Operations within five (5) workdays after the appropriate Manager responds in Step 2. Grievances filed by the Employer or the Union shall commence at this step. Any grievance by the Employer or the Union must be filed promptly but in no event later than ten (10) workdays after the date of occurrence of the event. A meeting between the Vice President of Operations or his designee and the Secretary Treasurer of the Union or his designee shall be held at a time mutually agreeable to the parties, within five (5) workdays of receipt of the Union's appeal or the Employer's written notice of grievance. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Employer or his representative, and the Union. If no settlement is reached, the Employer or Union shall give its written response to the other party within five (5) workdays following the meeting.

**Step 4:** If the grievance is not settled in Step 3, the Union or the Employer may refer the grievance to binding arbitration within ten (10) workdays after receipt of the other party's response in Step 3. Upon receipt of a timely, written request, the Union and the Employer shall attempt to select an impartial third party to be the arbitrator to hear and determine the grievance. In the event the parties cannot agree on the selection of an impartial third party within five (5) workdays after the receipt of the written request, they shall request a list of eleven (11) arbitrators from the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding on all parties, subject to the limitations of jurisdiction and authority contained in this Article.

**Step 5:** Within ten (10) workdays of receipt of the list of arbitrators, the parties shall select an arbitrator. The parties shall alternate who strikes the first name from the list, the other party shall then strike a second name, and both shall continue to strike alternately, and the remaining person shall be the arbitrator. If none of the arbitrators on the first panel are satisfactory to either party, then one more panel may be requested.

**Step 6:** Within five (5) workdays of the selection of the arbitrator, the arbitrator shall be notified of his selection by a letter from the moving party, requesting that he set a time and place, subject to the availability of the Employer and Union representatives.

**Step 7: Hearing:** The Union and the Employer both agree that the submission to the arbitrator shall be based on the original written grievance submitted, unless the Union modifies the grievance in writing prior to the conclusion of Step 3. The arbitrator shall conduct the hearing in accordance with the Rules of the American Arbitration Association unless otherwise expressly provided by this Agreement. The arbitrator shall hear and accept relevant evidence submitted by both parties and may request additional evidence, as he deems relevant to the grievance. The arbitrator may hear and determine one grievance at a time without the express agreement of the Employer and the Union. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement(s) of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.

7.4 **Authority of the Arbitrator:** The arbitrator shall rule only on the basis of relevant evidence presented in the hearing before him and shall refuse to receive any information after the hearing except when there is mutual agreement, in the presence of both parties. He shall have no authority to make a decision on an issue not submitted to him. He is further without authority to amend, modify, nullify, add to, or subtract from any provision of the Agreement or to make a decision, which is contrary or inconsistent with applicable laws or regulations. The parties agree that the power and jurisdiction of any arbitrator chosen hereunder shall be limited to deciding whether there has been a violation of a provision of this Agreement and, if so, the appropriate remedy.

7.5 **Arbitrator's Decision:** Unless the Employer and the Union otherwise agree, the arbitrator shall render his award within thirty (30) days after the close of the hearing or the submission of any written briefs presented by the parties, whichever is later. The decision of the arbitrator shall be final and binding upon the Employer, the Union, and the employees subject to the limitations and authority contained in state or federal law and contained in this Agreement. However, the participation by the Employer or Union in any or all of the grievance and arbitration procedures will not waive or prejudice the right of either party to contest the arbitrability of the grievance or the authority of the arbitrator in a subsequent judicial proceeding.



7.6 Fees and Costs: The expenses of the arbitrator, the arbitrator's fee, the hearing room reservation fee and the cost of a jointly requested transcript shall be equally split between the parties. All other expenses incurred by either party including but not limited to representation fee, witness fee or transcript requested by one party, shall be paid by the party incurring the expense.

## **ARTICLE 8. Discipline, Suspension or Discharge**

8.1 Probationary Employees: The Employer reserves the right to discipline and/or discharge probationary employees at its sole discretion. This Section shall not be subject to the grievance procedure or within the jurisdiction of any arbitrator.

8.2 No employee(s) shall be warned or suffer suspension or discharge except for just cause and in strict accord with the provisions of this Article and such must be in writing and dated. Warnings, suspensions, or discharges not in accordance with the provisions of this Article are null and void.

8.3 Except as provided in Article 8.6, as a condition precedent to any suspensions or discharges, the Employer must have given the employee a written warning notice wherein facts forming the grounds of the Employer's dissatisfaction are clearly set forth. The facts therein set forth must be of the same or similar type as those upon which the suspension or discharge is founded. Warnings, suspensions, or discharges must be given personally or by overnight courier with a written acknowledged receipt. If the employee refuses to sign the Employer will document such refusal.

8.4 The Employer must initiate any warning letters, discharges or suspensions within ten (10) working days of when the Employer knew or should have known of the incident, but in no event more than sixty (60) days following the incident, or else it is waived for all purposes. The sixty (60) day limit does not apply in the cases of theft, dishonesty, harassment or workplace violence. The day of receipt of warning notice, suspension, or discharge as well as days that the employee is on vacation, paid leave or non-disciplinary leave of absence shall be excluded in figuring time. If the tenth (10th) working day falls on a Saturday, Sunday or a holiday, or a day either party's business office is closed, the next following normal day of work shall be considered the tenth (10th) and last day. The ten (10) working day time period may be extended by mutual agreement between the Union and the Employer. Warning notices properly given under the provisions of this Agreement may not be used for the purposes of progressive discipline after twelve (12) months from the date the warning letter is issued. However, the parties, including an arbitrator, may consider an employee's entire work record, including previous warning(s), if any, regardless of the date of issuance, if presented by the Employer or Union to determine the appropriate degree of discipline.

8.5 GPS Tracking System: GPS will not be used as the sole basis for imposing discipline including discharge under this Article unless the employee has received a previous written reminder on this matter within the last twelve (12) months. The parties agree that GPS tracking system may be used as corroborative evidence to impose discipline including discharge under this Article.

8.6 Exceptions. An employee's employment may be terminated after other disciplinary measures have failed, except that an employee may be discharged at any time without regards to progressive steps if he/she commits any of the following offenses:

1. Violation of the Employer's Drug and Alcohol Policy.
2. Release of confidential information.
3. Fighting threatening or assaulting, or causing bodily harm toward another person.
4. Altering or falsifying any Employer documents such as: time sheets, expense reports, employment applications or misrepresenting hours worked, including failure to record all hours worked.
5. Intentionally or through gross negligent misconduct destroying or damaging property belonging to the Employer, a fellow worker, a customer or business associate.
6. Insubordination, including improper conduct toward a supervisor or person in a position of authority, or refusal to perform tasks assigned by the management.
7. Committing repeated violations of safety rules or safe working practices for which the employee has received a previous written warning, or committing a serious safety infraction.
8. Knowingly altering another employee's time record.
9. Discriminatory behavior or harassment which is serious enough to justify suspension or discharge.
10. Off duty conduct which adversely affects the Employer's business, reputation or goodwill in the community.
11. Dishonesty, including but not limited to theft of time, money, materials or equipment.
12. Carrying unauthorized passengers in an Employer vehicle.
13. Serious unwarranted behavior to retail accounts resulting in a loss of goodwill or business.
14. Possession of weapons or explosives on Employer premises or in Employer equipment or vehicles while on or off of Employer premises, or while performing Employer business or attending Employer-designated functions at any time regardless of location.

15. Failure to report any accident, a known personal injury or property damage to your supervisor.
16. Serious violation of the Employer's written procedure for handling cash.
17. Violating Washington State Liquor Control Board (WSLCB) regulations designated by the Employer as major infractions.
18. Removing Employer property, records, or other materials from the premises without authorization.
19. Engaging in use of company equipment while on duty for personal gain during working hours (i.e., operating a personal business off the truck).
20. Reckless Driving.
21. Unsafe Driving (i.e. texting while driving or other use of a handheld device, driving fifteen (15) miles or more over the speed limit, speeding in a work/construction zone). Use of a handheld device for a reason other than texting will not be the sole basis for imposing discipline including discharge under this Article unless the employee has received a previous three (3) day suspension on this matter within the last twelve (12) months\*.

\*No employee shall be disciplined under this exception until they have received the training outlined in section 16.7.

8.7 Issuance of Warnings: A copy of such warning notice shall be given to the employees involved, and a copy shall be immediately mailed or faxed to the Union.

8.8 Right to Protest Warning Notice or Discharge: An employee may request an investigation of his discharge or suspension or any warning notice and the Union shall have the right to protest any such discharge, suspension or warning notice. Any such protest shall be presented to the Employer in accordance with Article 7, Grievance Procedure and Arbitration, or shall be waived

8.9 Written Notice of Suspension or Termination: The Employer shall give to a suspended or discharged employee a written notice of suspension or termination stating the reason, with a copy to the Union.

## ARTICLE 9. Unauthorized Activity

9.1 It is understood and agreed that the Union shall have no financial liability for acts of its member or agents which are unauthorized and which the Union cannot control. It is agreed, however, that in the event of any unauthorized action, the Union shall, upon receiving notice thereof, require its members to return to work if there should be a work stoppage and, just as soon as practical, address a letter to the Employer notifying the Employer that the Union members' or agents' action is unauthorized.

9.2 The Employer may discipline employees responsible for or participating in such unauthorized activities without violation of the terms of this Agreement, subject, however, to the grievance and arbitration provisions of this Agreement.

## ARTICLE 10. Sick Leave

10.1 Regular ~~Employee~~ Employees shall receive a frontloaded sick leave bank of fifty-five (55) hours on January 1 each year (70 hours for Seattle). Employees hired after January 1 shall receive five (5) hours per month (6 hours for Seattle) for each month remaining in the year at the time of hire. ~~accumulate sick leave hours at the rate of 3.33 hours for every calendar month in which the employee was compensated at least eighty (80) hours. No accrual occurs during time covered by workers' compensation, disability leave or during any other unpaid absence from work.~~ Benefits shall be payable for bona fide absences caused by illness, injury or accident of the employee or their family members, or other reasons as required by law, commencing the first scheduled working day. Sick leave is not to be paid for holidays. Accrual begins with the first calendar month following the employee's date of hire. Sick leave shall accumulate and roll from year to year, but ~~not to exceed~~ up to a maximum of two hundred forty (240) hours. No later than October 1<sup>st</sup> of each year the Employer shall conduct an audit to make sure all employees have accrued their appropriate sick leave.  
(T/A – 1/27/21)

A. Employees shall earn one (1) hour of sick leave for every forty hours worked (one (1) hour for every thirty (30) hours worked in Seattle) during the calendar year (January 1 – December 31). Any sick leave hours earned in excess of the frontloaded amount during the calendar year shall be added to the frontloaded sick leave bank. All sick leave hours accrued beyond the two hundred forty (240) hours ~~bank~~ shall be cashed out by the second pay period in January the following year.

(T/A – 1/27/21)

B. Accrued Leave Donation: Employees may elect to donate accrued Sick, Vacation and/or Floating Holiday hours to a coworker in need with the understanding the employee choosing to donate such time shall be responsible for all taxes required by State and or Federal Law. Employees shall be entitled to cash in accumulated hours for purposes of donating the proceeds to any SWS employee who has been off work one (1) year or less. The request must be made in writing and must identify the employee who shall receive the donated funds and a statement of need.

10.2 Probationary employees are not eligible for sick leave pay **until after their ninetieth (90) day of employment.**

(T/A – 1/27/21)

10.3 Beginning with the first day of any illness or off-the-job injury, the succeeding workdays shall be paid for if sufficient time has been accumulated.

10.4 **Sick leave shall be deducted from the bank in increments consistent with the Employer's payroll system and practices.** ~~Sick leave pay shall be based on an eight (8) hour or ten (10) hour day, whichever is applicable. Sick leave shall be paid for at the employee's regular straight-time hourly wage including shift/day and overtime premium(s).~~ **Benefits for time off must be for scheduled workdays.**

(T/A – 1/27/21)

A. ~~If employees have at least one (1) hour but less than eight (8) or ten (10) hours left in their sick bank they shall still be paid out the sick bank balance.~~

(T/A – 1/27/21)

B. If an employee leaves work early **due to a covered event,** they shall have the option to use any hours in their sick bank ~~in one (1) hour increments~~ to make them whole for the day.

(T/A – 1/27/21)

Sick leave allowance shall be used only for ~~bona fide illness or injury of an employee or~~ as allowed in the Family Medical Leave Act (FMLA), ~~or Washington Family Care Act,~~ **Washington State Paid Sick Leave Law, City of Seattle Paid Sick and Safe Time Ordinance and the Tacoma Paid Sick Leave Law.**

(T/A – 1/27/21)

10.6 Misuse of sick leave benefits, including using sick leave for reasons not set forth in Section 10.5 above, will result in the loss of pay for those days for which sick leave was misused. Misuse of sick leave benefit shall also subject the employee to discipline, including discharge, if appropriate.

10.7 Sick leave benefits are not convertible to cash or any form of remuneration except as provided for in Section 10.1(A) above **and upon retirement (which is defined as an employee voluntarily leaving employment while being eligible for benefits under the Western Conference of Teamsters Pension Trust) where employees will receive one hundred percent (100%) of their remaining bank.** Accumulated sick leave benefits are forfeited when service with the Employer is terminated **in accordance with applicable law.**  
(T/A – 1/27/21)

10.8 An employee must call in to report his illness or injury at least one (1) hour prior to the start of his scheduled shift. Additionally, the employee must call in to report any continuing need to be absent to his/her immediate supervisor at least one (1) hour prior to the start of each subsequent shift, to be eligible for sick leave benefits on these workdays. No daily notice will be required when the employee has submitted a doctor's slip which specifically states that he/she will be unable to return to work until a certain date.

10.9 The Employer may require any employee requesting sick leave pay to furnish evidence satisfactory to the Employer that his/her absence from work was required due to one of the reasons listed under Section 10.5 above as a condition of payment of sick leave benefits whenever an employee has been absent for **more than** three (3) ~~or more~~ consecutive workdays, ~~or whenever it has a reasonable suspicion that the employee is abusing sick leave,~~ provided the employee is notified prior to returning to work.  
(T/A – 1/27/21)

10.10 An employee may request and receive sick leave benefits for the difference between the time loss paid and his current hourly rate due to a Labor and Industries claim, provided the employee furnishes documentation of the time loss payments to the Employer. At no time will the employee receive more compensation than they would have if working.

~~10.11 The Union hereby expressly waives the provisions of the City of Seattle Sick Leave Ordinance No. 123698 in accordance with SMC 14.16.120.~~  
(T/A – 1/27/21)

## ARTICLE 11. Holidays

11.1 The following days shall be recognized as holidays for all non-probationary employees:

New Year's Day

**MLK Day**

Memorial Day

4th of July

Labor Day

Thanksgiving Day

Christmas Day

Three (3) Floating Holidays (3 accrued in January)

(T/A – 1/19/21)

11.2 If a paid holiday falls during the employee's vacation week, the employee will be paid for the holiday and the day will not be counted as a vacation day.

11.3 Hours paid for but not worked in the holiday week will be counted as hours worked for purposes of computing weekly overtime.

11.4 No employee shall be entitled to holiday pay unless he/she has completed the probationary period. In order to receive holiday pay, an employee must work his/her last scheduled shift immediately before and after the holiday.

11.5 Any employee who is scheduled to work on a holiday, but does not report to work as scheduled, shall be ineligible for holiday pay.

11.6 The parties agree that for employees working a Four/Ten workweek, payment for holidays shall be paid on the basis of ten (10) hours pay at their regular straight-time hourly wage including applicable shift premium for all holidays referred to under this Section if the day is a scheduled workday for the employee. If a holiday falls on a day the employee is not scheduled to work, then eight (8) hours pay will apply. Employees working a Five/Eight workweek shall be paid eight (8) hours at their regular straight-time hourly wage including applicable shift premium for all holidays referred to under this Section.

11.7 During the month of December, the Employer shall post a floating holiday schedule and an employee may schedule his floating holidays earned that calendar year in accordance with Section 12.8, Scheduling of Vacations. In the event the employee does not sign up for his floating holidays in accordance with Section 12.8, then the floating holidays shall be scheduled only by mutual agreement between the Employer and the involved employee and must be scheduled and taken within the calendar year in which it is earned. The scheduling of floating holidays shall not be unreasonably withheld.

With the exception of the week before the holiday and the week of the holiday, a minimum of one (1) employee per day from each department shall be allowed to take his floating holidays.

For the purpose of this Section, the three (3) departments are Delivery, Day Warehouse, and Night Warehouse (excluding the mechanic classification).

During the week before the holiday and the week of the holiday, employees may not schedule a floating holiday unless the Employer otherwise agrees. If at the end of the calendar year the employee has not taken his floating holidays the employee will be paid all remaining holiday hours by the second pay period in the next calendar year.

11.8 Holiday Observance: When any of the holidays set forth in 11.1 fall on either Saturday or Sunday, the following Monday shall be considered the holiday for the purpose of this Agreement.

## ARTICLE 12. Vacations

12.1 All employees shall be granted paid vacations in accordance with the following schedule:

Years of Completed Service	Maximum Vacation Benefit
1	1 week *
2 – 5	2 weeks
6 – 11	3 weeks
12 +	4 weeks

~~\*Employees hired prior to the date of ratification shall continue to be eligible for two (2) weeks' vacation for year one (1) of employment.~~  
**(T/A Housekeeping – 1/27/21)**

12.2 Probationary employees are not eligible for vacation benefits.

12.3 No vacation pay is earned and vacation may not be taken until the employee has completed six months of employment.

12.4 For employees to receive the maximum vacation benefits as set forth above, the employee must have been compensated for 1900 hours during his/her employment anniversary year. Employees receiving less than 1900 hours of compensation during their employment anniversary year shall receive a prorated vacation.

12.5 Vacation pay is payable at the employee's regular hourly straight-time wage including shift premium at the time of the employee's anniversary date of employment.

12.6 The minimum number of employees allowed off per week shall be eight percent (8%) of the total employees in the bargaining unit per department (Dayshift, Nightshift, Delivery) rounded up. Employees who do not select vacation in accordance with Section 12.8 shall be subject to the conditions of Section 12.9 with respect to the number of employees off work due to on-the-job injuries.

12.7 A vacation roster will be posted by department by December 1 of each year for selection purposes and shall remain posted until December 31 of that same year. For the purposes of this Section, the three departments are Delivery, Day Warehouse and Night Warehouse (excluding the mechanic classification). The newly posted roster shall show the number of employees who may be off on vacation in each department during each week. The vacation year shall be January 1 through December 31 of each year.



12.8 Vacations shall be selected according to seniority and a seniority list shall be posted. **For the delivery group, there shall be one bid per year. The selection period shall begin December 1 and shall be completed by December 31 for vacation taken January 1<sup>st</sup> through December 31st.**  
(T/A – 1/27/21)

**12.8.1 For the warehouse employees, there shall be two vacation bids per year.** The **first** selection period shall begin December 1 and shall be completed by December 31, **for vacation taken January 1<sup>st</sup> through June 30<sup>th</sup> and the second bid period shall begin June 1 and shall end June 30<sup>th</sup> for vacation taken July 1<sup>st</sup> through December 31<sup>st</sup>.** For choice of vacation, once a vacation roster is posted, the first full week is allowed for the top 25% to select in seniority order; the second week, the second 25%; the third week, the third 25%; and the fourth week, the fourth 25%. Those employees not signing up in their scheduled week shall lose their choice of vacation during that scheduled week, but may choose any vacant week in subsequent bid weeks. **Warehouse employees may bid any vacation they have accrued and available during either bid period.**  
(T/A – 1/27/21)

12.9 Beginning January 1, vacation preference shall be granted to employees in the order in which the vacation requests were received by the Employer, with those received first given first priority. Vacations must be scheduled consistent with business needs and operational efficiencies, and approved at the discretion of the Employer.

12.10 Employees must celebrate six months of employment prior to scheduling any vacation. Vacation accruals will be capped at one hundred sixty (160) hours. Vacation request will not be unreasonably withheld.

12.11 Effective January 1 of each year, vacations may be granted in daily increments.

12.12 Eligible employees may only receive vacation pay for earned but unused vacation benefits (vacation benefits may not be advanced prior to actually being earned).

12.13 Employees resigning will be paid unused earned vacation pay. However, employees who fail to give two (2) weeks' notice prior to their resignation shall not be eligible for any vacation pay.

### **ARTICLE 13. Bereavement Leave**

13.1 Immediate family shall be defined as current spouse, child, adopted child, mother, father, brother or sister, mother-in-law, father-in-law, grandchildren and grandparents or grandparents-in-law of the employee, domestic partner, stepchildren and stepparents.

13.2 Employees will be allowed three (3) days, either individually or consecutively, of paid time off for loss of their normal scheduled hours of work for a member of the immediate family as defined in Section 13.1 above. In the event that the employee is required to travel over two hundred fifty (250) miles one way to attend the funeral, the employee shall be allowed an additional day off with pay. The Employer may require any employee requesting bereavement leave to furnish proof of death, so long as the employee is notified at the time said leave is requested. Bereavement leave will be paid only with respect to a workday on which the employee would otherwise have worked and shall not apply to an employee's scheduled days off, holidays, vacation, or any other day on which the employee would not have worked. Bereavement leave shall be paid for at the employee's regular straight-time hourly wage including shift premium. Probationary employees are not eligible for bereavement leave pay.

13.3 Employees who desire additional time off from work or time off to attend the funeral and/or memorial service of other persons may request unscheduled vacation time or an unpaid personal leave of absence.

#### **ARTICLE 14. Protection of Rights**

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

14.2 Struck Goods: It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the employer or person on strike.

14.3 Grievances: Within five working days of the filing of a grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the Grievance Procedure, without taking any intermediate steps, any other provisions of this Agreement to the contrary notwithstanding.

## **ARTICLE 15. Jury Duty**

15.1 After one year of employment, an employee covered by this Agreement that is required to report for jury duty, in any municipal, county, state or federal court shall be paid the difference between his/her regular straight-time hourly wage and the pay received for jury service for time lost from work as a result of jury duty, up to a maximum of thirty (30) days of pay during the term of this Agreement. To be eligible for jury duty pay, the employee is required to advise the Employer as soon as possible that he/she has been called for jury duty and furnish the Employer with verification of jury duty service and a copy of the check or voucher he/she received, indicating the amount of pay received for jury service. Probationary employees are not eligible for jury duty pay.

15.2 Upon being released from jury duty, the employee shall promptly call his/her supervisor to determine if he/she should report to work that day. If requested, the employee shall immediately return to work.

## **ARTICLE 16. Safety and Health**

16.1 The Employer shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of employment. Protective devices or equipment necessary to properly protect employees from injury shall be provided by the Employer.

16.2 The Employer reserves the right to establish safety rules and regulations over and above the minimum standards prescribed in any municipal, state and federal laws and regulations. Failure to comply with the Employer's safety rules and regulations may be cause for disciplinary action, including termination.

16.3 Employees shall immediately report all defects in equipment on a form provided by the Employer. Such report shall be made in the standard method followed by the Employer.

16.4 An employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Employer, the employee, before starting his/her next shift, shall fill out an accident report in writing on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to the accident.

16.5 Unsafe conditions shall be immediately reported by employees to management, and standards concerning the handling of such conditions shall be developed by the Joint Labor Management Committee, as set forth herein.

16.7 CSA. The parties acknowledge the joint responsibilities between the Employer and its drivers under Federal Motor Carrier Safety Administration's CSA 2010 program. The Employer agrees to provide the Teamster/AGC Training Center with an opportunity to conduct a training class on CSA Compliance for all drivers, after the ratification of this Agreement, at a time mutually agreeable between the Employer and the Teamster/AGC Training Center. Participation in such training will be on paid time.

In addition, the Employer agrees to provide ongoing training for current drivers and to provide such training to new drivers hired after the initial training. Both the Safety Committee and the Labor Management Committee shall monitor compliance with this Section.

16.8 Safety Committee. There shall be a Safety Committee to cover all employees. The committee will be comprised of a mutually agreed to number of employee representatives and up to an equal number of management representatives. Employee elected members who seek to serve on the Safety Committee will be elected by their coworkers to do so, with approval of the Local Union. The chair of the committee shall be selected by the members of the committee. The term shall be for one (1) year. In the event of a vacancy during the year, there shall be an election and the vacancy will be filled prior to the next meeting. The committee shall meet at least once each month at a mutually agreeable time and place. Meetings will be of a duration sufficient to address all safety concerns raised by the committee and/or employees in the workplace. The Employer shall provide committee members with adequate time to perform committee functions, as described below. Each committee shall perform functions including, but not limited to:

- A. Review safety and health inspection reports to help correct safety hazards.
- B. Evaluate the accident investigations conducted since the last meeting to determine if cause(s) of unsafe situations was identified and corrected.
- C. Evaluate your workplace accident and illness prevention program and discuss recommendations for improvements, if needed.
- D. Document attendance.
- E. Write down subjects discussed.

### **ARTICLE 17. Work Assignments**

17.1 The Employer agrees that the function of supervisors is the supervision of employees and not the performance of the work of the employees they supervise. Accordingly, the Employer agrees that supervisors or other employees of the Employer who are not members of the bargaining unit shall not perform any bargaining unit work, except as set forth in Section 17.2, to train employees or demonstrate safety or in the case of an unforeseen emergency beyond the control of the Employer. The Employer shall make every reasonable effort to maintain a sufficient workforce to staff its operations with bargaining unit employees.

When additional employees are necessary to complete the Employer's operations on any shift or within any classification, the Employer shall use bargaining unit employees including early call-in and overtime or may use casuals if allowed under Article 6.3.

17.2 The Employer will generally use hourly employees to train new hourly employees. But management has the right to work with employees and perform bargaining unit work to check for understanding and to ensure proper work methods and procedures, good safety practices, to verify proper training, and to correct mistakes.

**ARTICLE 18. Health and Welfare**

**\*\*ECONOMICS\*\***

**ARTICLE 19. Pensions**

**\*\*ECONOMICS\*\***

**ARTICLE 20. Management Rights**

20.1 Management shall retain its normal and customary functions and rights, including, but not limited to, the rights to plan, select, direct and control the work force and all operations; determine employees' ability and qualifications; decide what equipment shall be purchased, leased or used; determine the number of routes and route its trucks; schedule working hours; determine the number of shifts and require overtime; hire, suspend and discharge for just cause; lay off employees due to lack of work, licensing changes, changes in the law, changes in the market-place, new technology, changes or events outside of management control, or other similar events; determine the size of the work force; subcontract work when the needs of the business dictate; introduce technology or new methods or change or eliminate existing methods, including Labor Management Systems and Fleet Optimization Systems; introduce new technology for delivery procedures, including MobileCast, RoadNet and point-of-delivery systems; relocate or alter existing facilities; determine the number and location of its facilities; and establish, enforce and maintain reasonable work rules and regulations not inconsistent with the provisions of the Agreement. The above rights shall in no way be inconsistent or in conflict with the terms of this Agreement.

**ARTICLE 21. Equal Opportunity and Compliance with Law**

21.1 The Employer and the Union agree that neither party to this Agreement shall in any way discriminate against any present or future employee by reason of race, creed, color, age, disability, national origin, gender, veteran's status, sexual orientation or any other characteristic protected by applicable municipal, state or federal law. The Employer agrees to comply with all applicable state and federal laws prohibiting any such discrimination including, but not limited to, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Washington State Law Against Discrimination, and any other applicable rules or regulations. The language of said laws is incorporated herein by reference in its entirety.

## **ARTICLE 22. Joint Labor Management Committee**

22.1 It is the Employer's and the Union's collective responsibility, and an important goal of the Agreement, to continuously find ways to improve the work environment, morale, communication, and productivity within the Employer. The competitive excellence and financial health of the Employer will provide better job security for all its employees.

Change and continual improvement will require that:

- All employees be treated with mutual dignity and respect.
- All employees will endeavor to contribute and participate in the success of the Employer and establish a positive work environment.
- All employees including management will be trained in team concepts, product knowledge, communication skills and applicable technology.

To assist in the above joint efforts, the Employer and the Union agree to meet and confer in good faith on a quarterly basis, during the first month of the quarter, in a Joint Labor Management Committee to address and attempt to resolve any and all matters the Union and the Employer want to bring into this forum. In the event that the subject of a grievance is raised in the Labor Management Committee, contractual provisions shall not be modified or replaced with new language without the mutual agreement of the parties. In the event that an agreement is reached to alter or change any work rules or provisions contained in this Agreement, said agreement shall be reduced to writing as a side letter to this Agreement, and must be ratified by the members then signed by the Senior Vice President of Supply Chain Strategy or the Vice President of National Operations and the Union Chair of the negotiating committee, in order to be valid.

22.2 The Employer and the Union agree to find mutually-agreeable solutions to issues of joint concern.

22.3 The Secretary-Treasurer of the Union shall designate the bargaining unit members, and the Employer shall designate the management members of the Joint Labor Management Committee. It is agreed that the Union shop steward and other such representatives of the Union as designated by the Secretary-Treasurer of the Union shall be in attendance at any and all meetings of the Joint Labor Management Committee. Any bargaining unit members designated to attend such meetings by the Union and in attendance at such meetings shall be compensated for all time spent in attendance at the employee's applicable rate of pay.

### **ARTICLE 23. Uniforms**

23.1 The Employer shall furnish drivers with uniforms without cost. To obtain a replacement uniform without cost, employees are required to return the worn out uniform to the Employer.

23.2 Employees shall be held responsible for lost uniforms if the loss was due to the employee's negligence. The cost of the uniforms that are lost shall be paid by the employee or deducted from the employee's paycheck.

23.3 On termination or resignation, employees are required to return the uniform to the Employer.

23.4 Employees covered by this Agreement are required to present an acceptable appearance and attitude to the general public as an essential part of their job function. The Employer reserves the right to establish and enforce a reasonable appearance and dress code, including appropriate footwear.

23.5 In the event employees report for work improperly dressed or groomed, the Employer reserves the right to send employees home to change clothes to comply with this Article or take other appropriate corrective action. The employee shall not be compensated during such time away from work.

### **ARTICLE 24. Severability and Savings Clause**

24.1 Should any part of, or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties agree to immediately meet to negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

24.2 In such event, either party may require renegotiation of such invalid provisions for the purpose of adequate replacement thereof. However, if the parties are unable to agree within thirty (30) days following the commencement of the initial meeting, the matter will be postponed until contract negotiations are reopened at the expiration of this Agreement.

### **ARTICLE 25. Transfer of Company Title or Interest**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire warehouse or delivery operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this Article that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferee or lessor executes a contract of transaction as herein described.

## **ARTICLE 26. Subcontracting**

26.1 For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed by bargaining unit employees may be subcontracted out except as specifically permitted by this Agreement. The Employer may subcontract out work when all of its employees at a given facility are working, have been offered work, or are unavailable for work. Such subcontracting may include deliveries between different facilities and suppliers, straight runs and extraordinary or unpredictable warehouse work as required to operate the business. Such subcontracting shall not be used by the Employer to avoid overtime or the hiring of additional employees on a regular basis when needed.

26.2 The Employer also reserves the right to contract out the following work or operations in whole or in part: (1) long-haul and shuttle deliveries (this does not apply to deliveries between employer-owned facilities within King County or Pierce County); (2) office janitorial or landscape services; (3) building and equipment maintenance; (4) in the event employees and/or equipment are not qualified or available to perform the required work; and (5) emergencies.

26.3 The Employer will not require salespersons or other non-unit employees to make deliveries which are generally recognized as bargaining unit work except for emergencies or related situations where sales and/or customer relations could be directly affected. Salespersons may only make such deliveries provided that the product does not require the use of a vehicle greater than his/her personal vehicle or a company provided van. These deliveries shall be picked by bargaining unit members and logged electronically and shall be available for review upon request by the Business Agent. Any violation of the spirit of this Article shall be subject to the Grievance and Arbitration Procedures as outlined in Article 7.

## **ARTICLE 27. Drug and Alcohol Policy**

Employees shall be subject to the Employer's Drug and Alcohol Testing Policy, and the Employer's DUI/DWI Policy, as those policies may be amended by the Employer from time to time, provided, however, that, prior to implementing any change in the Drug and Alcohol Testing Policy, or the DUI/DWI Policy, the Employer will give the Union notice of the proposed change and an opportunity to bargain. Any request to bargain must be received by the Employer within fifteen (15) calendar days after receipt of the proposed changes by the Union.

## **ARTICLE 28. Miscellaneous Provisions**

28.1 The Employer agrees to provide a location where the Union may post, within the business premises, such proper notices of Union meetings, etc., as the Union may choose. The Employer shall have no responsibility to post such notices.



28.2 Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule, and provided further that upon arrival at the facility, the Union representative shall notify the Director of Warehouse Operations or the Director of Logistics of his presence. Authorized Union representatives shall conduct interviews and meetings with employees during non-working hours in non-work areas whenever possible to prevent disruption of the business. In the event that the Union representative requests to visit a working area, the Employer shall provide an Employer representative to accompany the Union representative during his visit.

28.3 The Employer agrees that it will not discriminate against an employee or applicant for employment for or on account of his affiliation or activities with the Union or because of age, sex, race, creed, color, sexual orientation or national origin.

28.4 Appropriate procedures for handling collections and providing adequate safeguards to protect drivers shall be established.

28.5 In cases of sickness or injury, the employee shall receive his/her former position upon recovery and return to duty, if he/she is physically fit and able to perform regular work to the satisfaction of the Employer, subject to the provisions of Section 4.6 on Break in Seniority. To determine physical fitness, it is agreed that the services of a reputable physician shall be secured, such physician to be agreed upon by the Union and the Employer.

28.6 No employee covered by this Agreement shall be required to submit to polygraph or similar tests unless required by local, state or federal law or regulation.

28.7 For existing employees required to obtain a Commercial Drivers License (CDL), the Employer will pay the charge for the written CDL examination. The Employer will also pay the charge for the first driving skills test for an existing employee who is obtaining a CDL for the first time but will not pay the charge for an employee required to take the skills test because of a traffic violation or DOT regulations. The Employer will furnish a vehicle for an employee to use in taking a CDL skills test if a vehicle can be spared without interfering with operations.

28.8 Employees who are injured on the job and eligible for worker's compensation benefits may be assigned "modified duty" work within their physical limitations as approved by their physician. The determination of whether a modified duty position is available will be made by the Employer. They shall be paid at one hundred percent (100%) of their normal wage rate and the benefit provisions of this Agreement shall apply while performing light duty.

The intent of Modified Duty is to assist those employees with work-related injuries and give them an opportunity to continue working, but not to impede the recovery process. The Modified Duty program is a voluntary program by the Employer and if

implemented will be offered to all employees on a nondiscriminatory basis who have work related injuries.

Prior to commencing Modified Duty, the Employer shall furnish to the employee's primary Physician, with a copy to the employee, a statement describing the specific tasks to be performed as Modified Duty in terms that will enable the Physician to relate the physical activities of the job to the employee's disability and/or physical limitations. This shall be no more restrictive than the State regulations under the Department of Labor & Industries.

Once an employee returns to work under the approved terms by his/her Physician, he or she shall not be assigned by the Employer to perform work other than the work described without prior written approval of the change(s) by the employee's primary physician. In the event of any dispute as to the employee's ability to perform the available work offered by the Employer, the employee's primary physician shall make the final determination.

Employees on Modified Duty will not displace other employees. Employees eligible for Modified Duty will work during their normal business hours and at their normal work location, unless mutually agreed otherwise.

Employees reporting for Modified Duty will not be sent home upon reporting to work and shall be guaranteed their respective daily guarantee of work or pay; however, this provision may be reduced as restricted by the employees primary physician.

#### ARTICLE 29. Strikes and Lockouts

29.1 During the term of this Agreement, neither the Union, its officers, agents, members, nor any employees shall authorize, instigate, aid, condone, participate in, or engage in a strike, sympathy strike, safety strike, work stoppage, slowdown, boycott, picket line or any other interruption or interference of work or any impeding of business of the Employer, regardless of whether there is a claim by the Union or employees of breach of this Agreement or of state or federal law by the Employer, or regardless of whether there is a duty to submit the dispute in question to the arbitrator pursuant to Article 7 of this Agreement.

29.2 The Employer agrees that there will be no lockouts during the term of this Agreement.

#### ARTICLE 30. Shop Stewards

30.1 Employer recognizes the Union's right to appoint Shop Stewards. Shop Stewards may pass out or post official Union written instructions and deliver routine oral instructions. Business Agents have authority over Shop Stewards in all Union matters.

30.2 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.

Shop Stewards shall be permitted reasonable time to investigate, present and process probable violations and grievances on the Company's property without interruption of the Employer's operation. Upon notification to his or her supervisor, and provided the supervisor releases the employee from work, a steward shall be afforded the right to leave his/her work area for a reasonable period of time to investigate, present and process grievances and to represent a fellow employee concerning grievances or discipline so long as such activity does not interrupt the Employer's operations. This shall include the steward's right to represent an employee in connection with any potential grievance concerning safety issues. The Employer will make a reasonable effort to insure that its operations are not interrupted by the steward's engaging in such activity. The Employer shall not use interruption of its operation as a subterfuge for denying such right to the steward.

30.3 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 settle disputes or to implement slow-downs, work-stoppages or economic persuasion or interfere with production, except as hereinabove specifically provided.

30.4 Shop Stewards may be disciplined by the Employer for violations of these restrictions. The Union shall not be bound by and shall not be liable for the words or performance of a Shop Steward which are inconsistent with this Section.

30.5 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 written notice is given to the Employer, by the Union, specifying length of time off. 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.

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 31. WORK PROVISIONS**

31.1 Employees shall not be required to unlock or lockup any retail establishment for any purpose whatsoever.

31.2 In the event the person or persons so designated by the Employer is not present at the end of the workday to receive the monies collected by the drivers, a procedure will be established to verify that monies collected by the drivers will be deposited in a way to ensure that the drivers are not responsible for any shortages as a result of the Employer's designated person or persons not being present at the end of the workday to receive monies collected each day. The Employer shall provide a safe and secure night deposit.

31.3 If the Employer requires any physical examinations, clinical tests and/or laboratory tests of employees at an Employer designated facility, the Employer shall pay the costs for these required examinations and/or tests. For the purposes of this Section, D.O.T. physical examinations will not be considered as an Employer required physical exam, and shall be paid for by the employee.

## **SECTION 32. OVERLOADING**

32.1 The Employer shall be held responsible for the violation of overweight and defective equipment unless the employee has acted contrary to the instructions of the Employer.

32.2 If, as a result of following Employer's instructions, in relation to illegally overloaded equipment, employees suffer suspension or revocation of license, the Employer must also offer to provide continued employment, for period involved, at not less than regular earnings.

## **ARTICLE 33. Termination of Agreement**

This Agreement between SOUTHERN **GLAZER'S** WINE & SPIRITS of WASHINGTON, LLC, and GENERAL TEAMSTERS LOCAL UNION NO. 174, affiliated with the International Brotherhood of Teamsters, shall be effective commencing March 1, 2016 **2021** and shall continue in force and effect through February 28, 2024 **2023** 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. "Notice of Opening" is nowise intended as "Notice of Termination".

**(T/A – 1/27/21)**

If 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 written ten (10) day notice to the other party.

Dated and executed this \_\_\_\_\_ day of \_\_\_\_\_, ~~2016~~ **2021**.

**FOR THE EMPLOYER**

**FOR THE UNION:**

**SOUTHERN GLAZER'S WINE & SPIRITS  
OF WASHINGTON, LLC**

**GENERAL TEAMSTER LOCAL  
UNION NO. 174**

By: \_\_\_\_\_

By: \_\_\_\_\_

**APPENDIX A**

**MINIMUM WAGE RATES**  
**\*\*ECONOMICS\*\***

**MEMORANDUM OF UNDERSTANDING**

The parties agree the reference to “same or similar” in Section 8.3 will be interpreted as follows:

Infractions shall be assigned to one of the following disciplinary categories:

**Drivers**

Attendance  
Accidents  
Safety  
Driver Rules  
Customer Complaints

**Warehouse**

Attendance  
Accidents  
Safety  
Warehouse Rules  
Breakage

Each of the above groups constitute distinct and separate disciplinary categories. Any violation in that category will be considered for the purposes of progressive discipline as “same or similar”. Violations in any category cannot be combined with violations in another category for the purposes of progressive discipline as “same or similar”.

**FOR THE EMPLOYER:**

**SOUTHERN GLAZER’S WINE & SPIRITS  
OF WASHINGTON, LLC**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**FOR THE UNION:**

**GENERAL TEAMSTER LOCAL  
UNION NO. 174**

By: \_\_\_\_\_

Dated: \_\_\_\_\_