

**AGREEMENT**  
**BY AND BETWEEN**  
**UNIVAR SOLUTIONS USA INC.**  
**AND**  
**TEAMSTERS LOCAL 222**  
Salt Lake City, Utah

**COVERING THE PERIOD OF:**  
December 8, 2021  
through  
December 7, 2025



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 UNIVAR SOLUTIONS USA INC.  
 and  
 TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS LOCAL  
 UNION NO. 222  
 For the Period December 8, 2021 to December 7, 2025

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THIS AGREEMENT, dated December 8, 2021, is between Univar Solutions USA Inc. Salt Lake City, Utah, hereinafter called the "Company" and Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 222, hereinafter referred to as the "Union."

**Article 1 – Recognition**

The Company recognizes the Union as the sole collective bargaining representative of line drivers, pickup and delivery drivers and material handlers employed by the Company at 650 West 800 South, Salt Lake City, Utah location excluding office clerical employees, janitors, guards as defined by the Act, and all other employees, NLRB Case 27-RC-4604.

**ARTICLE 2 - Management Rights**

Except as expressly and clearly limited by specific provisions of this Agreement, the Company retains the sole exclusive right to operate and manage its business and direct its working forces.

**ARTICLE 3 – Non Discrimination**

**3.1** The Company and the Union agree that to the extent required by various applicable federal, state and local statutes, there shall be no discrimination against any employee with respect to wages, hours of work or other terms and conditions of employment because of race, color, creed, religion, gender, age, national origin, citizenship status, marital status, sexual orientation, veteran status or membership in the Union.

**3.2** Employees mean all persons covered by this Agreement, whether male or female and the use of masculine terms shall include the feminine.

**3.3** Violations of this Article are not subject to the grievance procedures. Nothing in this contract shall restrict any bargaining unit employee from pursuing their rights under state and federal laws with the appropriate administrative agency or court as permitted under law.

**ARTICLE 4 - Holidays**

<b>4.1</b>	<b><u>Holidays:</u></b>	Two (2) Floaters	Thanksgiving Day
		New Year's Day	Day after Thanksgiving
		Memorial Day	Christmas Eve Day
		Independence Day	Christmas Day
		Labor Day	

**4.1.1** If any holiday falls on Saturday or Sunday, it shall be the option of the Company to decide on each occasion whether it will be celebrated on the Friday immediately

preceding, or on the Monday immediately following.

**4.1.2** If the Company exercises its option to recognize the holiday on Friday or Monday, it will not schedule facility operations on the Saturday or Sunday on which the holiday falls except in an emergency or to respond to customer needs.

**4.2** Employees scheduled to work on the above holidays shall receive double time (2x) in addition to their eight (8) hours holiday pay.

**4.3** Employees will be granted eight (8) hours pay at straight time base rate for each holiday, providing:

**4.3.1** The employee has passed the probationary period;

**4.3.2** The employee works the full shift the scheduled day before the holiday and after the holiday unless otherwise excused by the employer.

**4.3.3** The employee does not refuse to work on the holiday if scheduled to work said holiday.

**4.4** Regular employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness or occupational or non-occupational injury.

**4.5** Paid holidays shall be considered as eight (8) hours worked in the computation of overtime.

**ARTICLE 5 - Vacations**

**5.1** The Employer will grant vacation with pay as follows.

Years of Vacation Service as of January 1 <sup>st</sup>	Weeks of Vacation	Hours of Vacation
less than 5	2	80
5 - less than 15	3	120
15 - less than 20	4	160
20+ years	5	200

**5.2** All weeks shall be open for vacations.

**5.3** Vacations shall be scheduled by seniority.

**5.4** Vacation pay shall be forty (40) hours per week, times the employee's current rate of pay.

**5.5** Employee shall receive all earned vacation pay upon separation from the Company.

**5.6** One (1) employee from each classification shall be allowed off on vacation at any one time. The Company may at its sole discretion, allow additional employees off, as business allows. All weeks will be open and available for selection.

**5.7** All new hires will receive a pro-rata vacation, as set forth below:

Month of Hire	Vacation Days Granted	Month Eligible*, **
January	8	March
February	8	April
March	7	May
April	6	June
May	5	July
June	4	August
July	3	September
August	3	October
September	2	November
October	1	December
November	10	January
December	10	February

\*An employee hired on the first of the month is eligible for vacation the first of the following month.

\*\*An employee must take all prorated vacation days in the current year

**5.8** All employees with one (1) or more years of service who are off the job due to a bona fide illness or injury shall accumulate vacation rights and sick leave beginning with the date of illness or injury and continuing to the end of the month and 30 days thereafter.

#### **ARTICLE 6 - Hospital, Medical and Life Insurance Protection Plan**

**6.1** All qualified employees shall be eligible for the following plans (as now written or as may be modified) during the life of this Agreement:

- 6.1.1** Health Care Plan (Medical, Dental, Vision, Prescriptions)
- 6.1.2** Employee Assistance Plan
- 6.1.3** Sick Leave
- 6.1.4** Short-Term Disability
- 6.1.5** Long-Term Disability
- 6.1.6** Life Insurance
- 6.1.7** Accidental Death and Dismemberment Insurance

**ARTICLE 7 - Retirement Plan**

The Univar Solutions 401K Plan as now in effect or as may be modified.

**ARTICLE 8 - Rest Periods.**

A rest break of fifteen (15) minutes as near the middle of the first half of a normal shift and again near the middle of the second half of normal shift. Employees who are expected to work two hours beyond the completion of their regular eight (8) hour shift shall receive a fifteen (15) minute rest break during the 9<sup>th</sup> hour of work. Drivers breaks shall be paid.

**ARTICLE 9 - Jury Duty Pay**

Difference between regular pay and amount paid by court, with a maximum of eight (8) hours per day - forty (40) hours per week. Jury duty pay is limited to twenty (20) workdays per year.

**ARTICLE 10 - Sick Leave.**

**10.1** The first of the month following the completion of one full calendar month of continuous employment, new hires will receive five (5) days or forty (40) hours of sick leave.

**10.2** Current employees with less than six (6) months of service as of January 1<sup>st</sup> will receive five (5) days or forty (40) hours of sick leave for the following calendar year.

**10.3** Current employees with more than six (6) months of service as of January 1<sup>st</sup> will receive ten (10) days or eighty (80) hours of sick leave for the following calendar year.

**10.4** Employee's with at least six (6) months of service shall be paid for unused sick days at the employee's rate of pay in effect on January 1 of the calendar year in which the sick days are granted. The Company will pay the cash out on the first full pay period in January.

**ARTICLE 11 - Job Classifications and Minimum Rates of Pay**

**11.1** The job classifications and the minimum hourly wage rates listed in EXHIBIT "A" are made a part of the Agreement. Classifications are listed for identification purposes only and are not intended to limit any work functions, whether regularly performed or not. Nothing in this Agreement shall be construed as a limitation or a guarantee of employment or work assignment. No work belongs to any employee or to any particular job classification. Pay rates are minimums only and the Company may pay individual employee's higher rates. No employee receiving a

higher rate of pay than the one listed for his classification will receive a reduction in pay on that job as a result of the signing of this Agreement. The provisions of this contract are minimums and will remain in effect for the life of this Agreement.

**11.2** The Company reserves the exclusive right of placement into or reassignment from any job classification or work assignment. The Company shall be the judge of competence, qualifications and ability but the Union may question such judgment.

**11.3** All claims for wages or complaints which an employee might have against the Company relating to his pay shall be filed within twenty (20) working days after an employee knows or should have known that there is a discrepancy and shall be heard pursuant to the Grievance and Arbitration procedure of this agreement. Otherwise, the Union, the employee and the Company agree that payment settlement covering claim has been made in full.

**11.4** Employees are expected to perform any duties to which they may be assigned. Employees at a higher rated job for more than four (4) hours in any one day shall receive the higher rate of pay for the entire day. If employees work less than four (4) hours at a higher rated job in any one day, they shall receive their regular rate for all hours worked for the entire day.

**11.5** In the event a new job classification is established under the Labor Agreement, or duties of an existing classification are substantially changed, the Company will fix the rate for the new or changed job. After fifteen (15) days, upon request, the Company will negotiate with the Union a permanent rate which shall be retroactive to the effective date of the new or changed job classification.

**11.6** The Company may transfer employees to other locations on a temporary emergency basis to cover business needs. The transferred employee will be provided company-issued transportation for travel to and from his "Home Branch" location.

**11.7** Employees who are not members of the bargaining unit shall not perform bargaining unit work, except in the case of emergencies.

## **ARTICLE 12 - Union Dues Check off**

**12.1** The Company agrees to deduct monthly from the wages of each employee covered by this Agreement, upon signed authorization therefore, credit union deductions and such employee's Union dues consisting of initiation fees, monthly fees, and uniform assessments owing to the Union as a result of membership therein, and forward same to the Secretary Treasurer of said Union, or pay the same to any authorized business representative by the Union.

**12.1.2 Fair Share.** Except where prohibited by law, the Employer agrees that each employee, as herein defined who performs work of the types set forth in Article (1) herein, and who has been offered membership in the Union within the appropriate jurisdiction on the same terms & conditions as all members of the Union domiciled in that jurisdiction, must accept membership or become a fair share fee payer within thirty-one (31) days from the date of this agreement or the date of employment, whichever last occurs, and shall remain a member in good standing or fair share fee payer or be discharged at the request of the Union. Nothing contained in this Agreement shall be construed as to require membership or non-membership in the Union or fair share payer status as a condition of employment or continuation of employment where prohibited by law.

**12.2 D.R.I.V.E. Deductions.** The Company agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Company of the amounts designated by each contributing employee that are to be deducted from their paycheck on a biweekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Company shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Company annually for the Company's actual cost for the expenses incurred in administering the bi-weekly payroll deduction plan.

**12.3 Indemnification.** The Union shall indemnify the Company against such suits, demands or other forms of liability which may arise out of the Company's compliance with this article. However, this indemnification shall not apply where such suits, demands or other forms of liability arise solely due to the fault or neglect of the Company.

### **ARTICLE 13 - Grievances and Arbitration**

**13.1** A grievance is defined to be any controversy between the Company and Union as to any matter involving the interpretation, application or violation of any provision of this agreement, provided that no grievance shall be considered for any purpose, unless within ten (10) working days after knowledge of the occurrence of the event out of which the grievance arises it is presented to management in accordance with the provisions of Step 1 below of this article.



**13.2** Should any such grievance arise between the Company and the Union or the employees, there shall be no suspension of work by the aggrieved-on account of such grievance, but an earnest effort shall be made to settle it as follows:

**Step 1:** Any employee who feels that he has been aggrieved shall attempt to settle the grievance with his immediate supervisor.

**Step 2:** In the event that the grievance is not satisfactorily settled at this level, the Employee shall write out and submit his grievance via email, fax, mail, or in person, within ten (10) working days after the grievance has been denied. Thereafter, the Union Representative and the Management Representative shall meet and resolve the grievance if possible.

**Step 3: Adjustment Board.** By mutual agreement of the parties, an Adjustment Board may be convened for the purpose of hearing the grievance. The grievant shall have the right to attend the Board of Adjustment hearing. The Board shall consist of two (2) representatives selected by the Union and two (2) representatives selected by the Employer. Panel members shall not have personal involvement with the grievance at issue. The Adjustment Board shall elect a Chairman and a Secretary to adopt rules of procedure. Any decision by a majority of the Board will be final and binding on both parties. In the event the Board deadlocks and cannot obtain a decision supported by a majority of the Board, the grievance may be moved to the Step 4 no later than ten (10) working days after the Board of Adjustment hearing is concluded. If no Board of Adjustment hearing is held, the grievance must be moved to step 4 no later than ten (10) working days after the parties conclude the Step 2 meeting.

**Step 4:** In the event the grievance is not settled in Steps 1, 2 or 3 above, it shall be referred to arbitration. The arbitrator shall be selected from a list of seven (7) names to be submitted by the Federal Mediation and Conciliation Service, from which the party requesting arbitration shall have the duty of striking one name and so on in turn until, but one name remains on the list. The arbitrator whose name remains on the list shall be deemed selected by the parties as the arbitrator. The arbitrator shall meet and conduct hearings as soon as possible. The arbitrator's decision shall be final and binding upon both the Union and the Company. The expenses incidental to such arbitration shall borne equally by the parties. No grievance shall be considered for arbitration unless it has been appealed to the

Company in writing via email, fax, or mail, by the Union within fifteen (15) working days after the receipt of the answer provided in Step 3 above.

**13.3** Arbitration shall be limited to one issue at any one time. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this agreement or any agreements supplementary hereto, nor to establish or change any wage rate. It is expressly agreed that any differences arising incident to negotiation of the terms of a new agreement are not covered by the provisions of this article, the sole purpose of which is to make grievances arising out of and during the term of this Agreement subject to arbitration.

**13.4** Working days are defined as Monday through Friday, excluding Saturdays, Sundays and recognized holidays.

#### **ARTICLE 14 - Warning Notice, Suspension, and Discharge**

**14.1** The Company reserves the right to discipline, suspend and discharge any employee for just cause, except that an employee must be verbally counseled about his action, and issued at least one (1) warning letter and given a suspension before any employee is discharged. Verbal warnings and written warning letters and suspension do not have to involve the same type or nature of infraction. Copies of all warning notices will be sent to the Union via email, fax or by mail within ten (10) working days to be valid. No employee shall be discharged or discriminated against in any way because of membership in or activity on behalf of the Union. No verbal or written warning notices or suspension will be required in cases of:

**14.1.1** Dishonesty;

**14.1.2** Working under the influence of alcohol or drugs, drug abuse, violation of the Company's drug/alcohol testing rules;

**14.1.3** Gross Insubordination;

**14.1.4** Willful and flagrant destruction or damage to property belonging to the Company, employees, customers or suppliers;

**14.1.5** Use or "on-person" possession of firearms on Company property;

**14.1.6** Gross negligence resulting in a serious accident, serious injury, or discharge of a hazardous substance;

**14.1.7** Theft of company property;

**14.1.8** Assaulting, harassing, threatening or committing an act of violence against another person on Company property; however, employees may defend themselves when necessary;

**14.1.9** Violation of the no-smoking rules; the Company will clearly define designate

smoking areas.

**14.1.10** Failure to report injuries, chemical releases, vehicle accidents, security breaches or property damage within a timely manner. The Company will not interpret this requirement in an arbitrary or capricious manner, or in bad faith.

**14.2** All bargaining unit employees covered by this Agreement shall be covered by the same drug testing rules.

**14.3** Warning notices, to be considered as valid, must be issued within ten (10) working days after the occurrence of the violation or after the Company becomes aware of the violation claimed by the Company in such warning notice.

**14.4** The warning notice as herein provided shall not remain in effect for a period of more than eighteen (18) months from the date of said warning notice.

**14.5** The Company will adhere to and apply Weingarten Rights in any investigation involving a Bargaining Unit Employee, where the employee reasonably believes that discipline action may result from a meeting with management. The Company will either honor the request for Union representation or immediately terminate the interview.

#### **ARTICLE 15 - No Interruption of Service**

**15.1** It is agreed that the Union and its members will not, during the term of this Agreement cause or take part in any strike, picketing, sit-down, stay in, slowdown, sympathy strike, or other curtailment or restriction of production or interference with work in or about the Company's plant or premises. The Company reserves the right to discipline any employee taking part in any violation of this article of this Agreement. Correlative with this provision, the Company agrees not to engage in a lockout during the term of this Agreement.

**15.2** It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in the primary, lawful labor dispute, or refuse to go through or work behind a primary picket line sanctioned by the picketing union, including primary picket lines at the employer's place of business.

#### **ARTICLE 16 - Hours of Work and Overtime**

**16.1** Firm and unchangeable schedules and work assignments cannot be agreed to by the Company. The Company may create alternative work schedules that begin on any day of the week.

**16.2** The Company shall determine operating hours and assign work schedules for employees. Nothing in the Agreement shall be considered as a guarantee or a limitation on the working hours of any individual employee or other person. Overtime at the rate of one and one half (1-1/2) times the regular straight time hourly rate shall be paid for all hours required by the Company to be worked in excess of eight (8) hours in one day or forty (40) hours in any one payroll week. There shall be no pyramiding of overtime. Non work time shall not be used in calculating overtime pay. Lunch periods of thirty (30) minutes as established by the Company, shall not be considered as work time.

**16.3** Employees called to work on Saturday or Sunday, or called back after leaving work and completing their normal working shift, will be paid a minimum of four (4) hours pay at one and one half (1-1/2) times the applicable straight time hourly rate. All hours worked on Sunday shall be paid at the rate of double (2x) time at the applicable straight-time hourly rate.

**16.4** An alternate workweek will be defined as any five (5) consecutive day schedule that does not begin on Monday. Employees who work an alternative work week schedule shall be paid one and one half (1½) times the regular straight time hourly rate, for all hours required by the Company to be worked in excess of eight (8) hours in one day or forty (40) hours in any one work week. Double time (2x) shall be paid for all hours worked on the employees (7<sup>th</sup>) work day. If Employees working an alternative work week schedule are either called to work on their non-scheduled day or called back after leaving work and completing their normal working shift, they will be paid a minimum of four (4) hours pay at one and one half (1½) times the applicable straight time hourly pay. Openings for such work schedules shall be posted and bid according to Article (17) Section (2).

**16.5** The Company must notify employees prior to the end of the regular shift if the employee is not required to work the following day. If the employees are not notified by the Company prior to the end of the regular shift, they shall automatically report for work at the regular starting time the following day.

**16.6** Drivers will be offered work in order of seniority consistent with the Daily Route Bidding guidelines within Exhibit "B". Overtime will first be offered to the employees within the classification normally performing the requested overtime work. If the Employee does not accept the overtime work, then the next senior available qualified employee will be offered the work until the overtime work is filled. If no qualified employee can be found to perform the work, the assignment will be made in the inverse order of seniority. Regular employees will be offered

overtime before it is offered to part time or seasonal employees.

**16.7** Employees who report for work at the time specified by the Company shall be guaranteed a minimum of four (4) hours work or pay at the applicable straight time hourly rate.

**16.8** If employees are required to work overtime, as much notice as is practical shall be given to such employees.

**16.9** Employees who are unavailable to work overtime on a daily or weekend basis shall notify their supervisor as promptly as possible so other arrangements can be made to fill the void should overtime become necessary. Every employee will be expected to work a reasonable amount of overtime and continued excuses are not acceptable .

### **ARTICLE 17 - Length of Service**

**17.1** Employees are considered probationary or temporary for the first one hundred twenty (120) calendar days. The first one hundred twenty (120) calendar days shall be considered a probationary period during which an employee may be terminated without recourse to the grievance and arbitration procedures. After completing the one hundred twenty (120) calendar day probationary period, length of service is calculated from the last date of employment.

**17.2** Vacancies in all classifications (except lead man) shall be posted for a period of three (3) working days. Preference will be given to the present employees, by Bargaining Unit seniority, who possesses the skills to perform the job without the need for training. Any employee promoted to a higher classification shall be on trial for twenty (20) shifts. During such a period, he may be reassigned to his previous classification without recourse.

**17.3** When qualifications of two or more employees are relatively equal as determined by the Company, bargaining unit seniority shall govern in layoffs. Recall to available openings as determined by the Company shall be in accordance with the factors outlined above. The Company shall be the sole judge of factors other than bargaining unit seniority. However, the Company's judgment may be subject to review under the Grievance and Arbitration procedure of this agreement, upon a reasonable showing by the Union that such judgment was made in an arbitrary or capricious manner, or was made in bad faith.

**17.4 Seniority shall be terminated by:**

**17.4.1** Discharge for cause.

**17.4.2** Voluntary quit.

**17.4.3** Failure to report to work after lay-off at the regular starting time within

seventy two (72) hours, exclusive of Saturday, Sunday and Holidays observed under this Agreement, after the mailing of notice to report, which notice is to be by Registered or Certified Mail, to the employee's last known address. (The Company shall be free to temporarily fill the job within said seventy-two (72) hour period.

**17.4.4** Absence from work for twelve (12) consecutive months of layoff for lack of work.

**17.4.5** Absence from work for twenty-four (24) consecutive months for a work-related injury or illness and eighteen (18) months for a non-work-related injury or illness.

**17.4.6** If an employee is absent without leave from work for three (3) consecutive workdays without notifying the Company.

**17.5** However, nothing in the Agreement shall be construed as entitling any person to get or keep a job for which he is not qualified, or which he refuses to do or which he neglects.

**17.6 Rehires:** Employees who resign or transfer to a position not covered by this collective bargaining agreement, who have accumulated seniority under this Agreement will lose their seniority as of the date of resignation or following sixty (60) days in the transfer position. In the event an employee rejoins the bargaining unit via rehire or transfer, the Company will honor his adjusted service with the Company for purposes of vacation service. The employee's bargaining unit seniority date will be effective the date of the rehire/transfer into the bargaining unit.

#### **ARTICLE 18 - Bulletin Board**

The Company agrees to provide the Union with bulletin board space for the posting of notices to employees. Only official Union business shall be posted on such board.

#### **ARTICLE 19 - Visitation**

The authorized business agent or representative of the Union may enter the establishment during business hours, after complying with all visitor requirements to discuss matters with employees. Interviews of employees by the Union shall be carried on in a place in the plant or office provided and designated by the Company. Such visits shall not interfere with the regular work of the employees, and this privilege shall not be abused.

#### **ARTICLE 20 - Safety**

**20.1** The Company shall make reasonable provisions for the safety and health of its employees during the hours of employment. All protective devices, wearing apparel (other than regular work clothing) and other equipment required by the Company to properly protect

employees from injury shall be provided by the Company.

**20.2** Safety rules and regulations issued by the Company shall be strictly adhered to, including the wearing of or use of protective devices, wearing apparel and other equipment required by the Company. Significant violations of this provision (such as smoking in an area where hazardous materials are stored), may result in immediate discharge without prior warning notices. This article is subject to the provisions of Article 13, Grievance and Arbitration.

**20.3** A plant safety committee shall be established to be composed of representatives of the Company and the employees, in accordance with Company Safety policies. This committee shall assist, make recommendations to, and help enforce all safety rules and regulations.

### **ARTICLE 21 - Stewards Clause**

**21.1** The Company recognizes the right of the Union to designate one Steward to represent bargaining unit employees for the Material Handlers and one Steward to represent the Drivers. An alternate Steward will also be allowed. The functions of the Stewards shall be limited to the following:

**21.1.1** Relaying information from the Union to the employees.

**21.1.2** Posting Union Notices.

**21.1.3** Investigating Grievances.

**21.1.4** Notifying management about workplace concerns.

**21.2** Stewards shall be permitted reasonable time to investigate, present, and process grievances on Company property without loss of time or pay during his normal working hours, provided there is not disruption of the Company's operation. The Steward shall only process grievances that arise from employees in his classification, unless the assigned steward is unavailable. Absent management agreement, only one (1) steward shall attend any grievance meeting however, two (2) stewards may participate in contract negotiations.

**21.3** One (1) shop steward may take up to five (5) working days off without pay each calendar year to attend union business. The shop steward must provide the Company with at least two (2) weeks advance notice of such leave.

### **ARTICLE 22 - Bereavement Leave**

**22.1** In the event of a death in the immediate family of an employee, he shall, upon request, be granted such time off with pay as is necessary for the purpose of bereavement, not to exceed five

(5) regularly scheduled working days for an immediate family member and up to three (3) days paid bereavement for a close family member. This provision does not apply and is not intended to pay for workdays already compensated for during the employee's paid vacation, sick leave or while the employee is on a leave of absence or lay-off.

**22.2 An immediate family member includes:**

- Spouse/domestic partner
- Child (biological, adopted, legal ward or stepchild)
- Parent (biological, adopted, legal guardian or stepparent)
- Sibling (biological, adopted or stepsibling)

**22.3 A close family member includes:**

- Grandparent (biological, adopted, legal guardian or step-grandparent)
- Grandchild (biological, adopted, legal ward or step-grandchild)
- In-laws (parent, siblings, grandparents)

**22.4** In the event of a death in the extended family of an employee, he/she shall upon request, be granted time off without pay as is necessary for the purpose of bereavement, not to exceed one (1) regularly scheduled working day provided that all paid time off has been allocated and/or depleted. Should an employee have unallocated/unused paid time off remaining at the time of bereavement leave, the use of paid time off for the death of extended family is mandatory.

**22.5 Extended family includes:**

- Aunts and Uncles (biological or adopted)
- Nieces and Nephews (biological or adopted)

At the request of the Company, the employee shall furnish an obituary and/or proof of relationship.

**ARTICLE 23 – Preservation of Work**

The Company will not subcontract work for the purpose of evading this Agreement or do so without legitimate business reasons such as staffing shortages, covering bargaining unit employee PTO, Sick Leave or extended mileage considerations. However, this Article shall not be interpreted to change in any way the Company's current practice regarding the use of subcontractors.

1. All employees where outside vendors are used shall be protected from layoff directly caused by using outside vendors.



- 2. In the event an employee's workday is cancelled for any reason, the employee will be offered work opportunities as they become available.

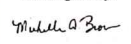
**ARTICLE 24 - Total Agreement**

24.1 The parties expressly declare that they have bargained between them on all phases of wages, hours, working conditions and that the specific terms of this Agreement states their full and complete understanding, without reservation or unexpressed understanding. Any aspect of wages, hours and working conditions not covered by this Agreement is declared to have been expressly eliminated as a subject of grievance, bargaining or arbitration, and during the life of this Agreement may not be raised for further bargaining or arbitration without the specific written consent of both parties.

24.2 This Agreement shall become effective on December 8, 2021 and shall continue in effect until midnight December 7, 2025. This Agreement shall be automatically renewed from year to year thereafter, unless either party gives written notice, by registered mail, of its desire to terminate, amend, alter or modify it at least sixty (60) days prior to December 7, 2025 or December 7 of any subsequent year.

**UNIVAR SOLUTIONS USA INC.**

**TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN & HELPERS, LOCAL  
No. 222**

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 January 19, 2022 | 11:49 PST

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Michelle Brown  
 Director, HR – Labor & Employee  
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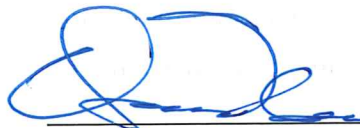
  
 Marty Cowin  
 President 1/25/22

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Michael Petersen  
 District Operations Manager

  
 Britt Miller  
 Vice President 1/25/2022

  
 Spencer Hogue  
 Secretary/Treasurer 1/25/2022

**EXHIBIT "A"****A.1 Classifications and Wage Rates****Material Handler**

	Current	12/08/2021	12/08/2022	12/08/2023	12/08/2024
Wage	\$22.38	\$23.98	\$24.88	\$25.68	\$26.43
Increase \$		\$1.00	\$0.90	\$0.80	\$0.75
Market-Based Wage Adjustment		\$0.60 effective 9/25/2021	N/A	N/A	N/A

**Lead Material Handler**

	Current	12/08/2021	12/08/2022	12/08/2023	12/08/2024
Wage	\$26.87	\$27.37	\$27.87	\$28.37	\$28.87
Increase \$		\$0.50	\$0.50	\$0.50	\$0.50
Lump Sum		\$2000	\$1200	\$1200	\$1200

**Yard Specialist**

	Current	12/08/2021	12/08/2022	12/08/2023	12/08/2024
Wage	N/A	\$28.37	\$28.87	\$29.37	\$29.87
Increase \$		N/A	\$0.50	\$0.50	\$0.50

**Drivers**

	Current	12/08/2021	12/08/2022	12/08/2023	12/08/2024
Wage	\$28.15	\$29.90	\$30.80	\$31.60	\$32.35
Increase \$		\$1.75	\$0.90	\$0.80	\$0.75
Market-Based Wage Adjustment	\$2.10	N/A	N/A	N/A	N/A

**A.2 Doubles Pay:** An additional five dollars (\$5.00) per hour will be added to any driver's regular rate of pay when that driver hauls double trailers from the Salt Lake City facility.

**A.3 Mini-Bulk Pay:** An additional one dollar (\$1.00) per hour will be added to any driver's regular rate of pay when that driver hauls/handles mini-bulk loads.

**A.4 Tank Farm Premium:** An additional fifty (\$0.50) cents per hour applies to all employees assigned to the Tank Farm. Those who work in the Tank Farm on a temporary basis to fill in for

vacancies, shall receive the "Tank Farm Premium" for all hours worked.

**A.5 Breakdowns, Layovers & Impassable Highways:** Upon breakdowns, impassable highways and other possible layover opportunities, drivers on all runs shall be paid at the applicable straight time hourly rate of pay for their run for all time spent in such delays, with the exception of mandatory "Off Duty" status, as required and outlined within the DOT Regulations. Meals and lodging will be provided as outlined in Exhibit "A", (A.6), "Business Expenses".

**A.6 Business Expenses:** Expenses for meals and lodging shall be paid for by the Company, upon presentation of receipts for appropriate and documented business expense. Such expenses will be reimbursed or reconciled through the Company's current expense reporting platform. The input of such charges is the responsibility of the employee. The Company will provide computer access at the facility for such input.

**A.7 Travel:** Travel by employees sent to alternate locations will be paid for their travel time or from the point of punch in at their home facility and back from the alternate work destination. Any work at the alternate location will be paid at the contract hourly rate.

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**EXHIBIT "B"**  
**Daily Route Bidding Guidelines**

Dispatching of routes available on a daily basis, will be governed by and selected or assigned in accordance with the rules defined within the **"Daily Route Bidding Guidelines"** below.

**1** On or around 1:00 PM but no later than 3:00 PM the Lead Material Handler (with help of management), will define all available next day(s) loads with start times into three 3 categories.

**1.1** See "Load Definition" below for clarification on how each load is categorized

**2** The Lead Material Handler will communicate, via Company Routing Software (or other approved communication), all available loads for the ensuing workday(s).

**3** The Lead Material Handler will call the senior driver to receive their single load selection bid of available Priority Loads or Mini-Bulk Loads for the following day(s).

**3.1** This practice will continue in order of seniority until all drivers have chosen their load selection.

**3.2** If driver has not heard from the Lead Material Handler by 3:00 PM, they need to check in with the Lead Material Handler.

**3.3** Drivers may only bid on, per seniority, deliveries they are qualified to make.

**4** Once all drivers have selected their load, the Lead Material Handler will confirm via Company Routing Software the following workday(s) bids with start times.

**5** The following workday, the driver will start at assigned time and complete initial bid selection.

**6** Upon completion of the driver's initial bid selection, they will contact dispatch via telephone or text and communicate their ETA to the branch and select/receive their next work assignment.

**6.1** If no answer, leave voicemail or send text (while parked). The Lead Material Handler will return call.

**7** Secondary loads will be assigned based on seniority, customer(s) needs and Lead Material Handler's discretion at the time a driver returns from delivering their "Priority" or "Mini-Bulk" run.

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**Load Definition**

Univar Solutions management will define and prioritize all loads based on customer needs and/or required delivery times. The "Loads" will then be assigned to one of three (3) categories:

- 1) "Priority Load"      2) "Secondary Load"      3) "Mini-Bulk Load"**
-

### **“Priority Loads”**

“Priority Loads” are defined as order(s) that have set appointment times, and/or scheduled departure times, and/or regular orders, that may involve potential overtime from the onset. All priority loads will be dispatched before secondary loads. Any Priority load which comes in after the bid process has started will be offered by seniority.

### **Plausible Priority Load Scenario’s**

Priority Loads are bid on by drivers the previous day, for the following day(s) initial run. Drivers will come in the day of delivery and complete the task. Once complete, drivers will contact the Lead Material Handler, communicate their ETA and select/accept their additional load assignment.

### **“Secondary Loads”**

“Secondary Loads” are defined as orders and/or driver work that require delivery or pickup based on seniority, customer(s) needs and Lead Material Handler discretion.

### **Plausible Secondary Load Scenario’s**

All remaining orders or driver work that needs to be completed that day. Upon completion of driver’s initial bid selection, they will contact dispatch via text or telephone and agree upon an ETA to branch. Dispatch will evaluate business needs and communicate with driver the work assignment(s) available. Drivers will return to branch and then complete work as assigned. If after returning to the dock, more than one (1) additional (secondary) load is available, drivers will be allowed to select their load according to seniority.

### **“Mini-Bulk Loads”**

“Mini-Bulk Loads” are defined as orders that use Mini-Bulk product code(s).

### **Plausible Mini-Bulk Load Scenario’s**

Mini-Bulk runs are meant to be runs with one or multiple stops/products to one or many customers. These runs generally may require overtime. They do require special training and said driver must be trained before accepting Mini-Bulk runs.

