

AGREEMENT

BY AND BETWEEN

BLUELINX BUILDING MATERIALS DISTRIBUTION CENTER

CHARLOTTE, NORTH CAROLINA

AND

TEAMSTERS LOCAL UNION NO. 71

AFFILIATED WITH THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

AUGUST 1, 2019

THROUGH

JULY 31, 2025

BLUELINK CORPORATION
CHARLOTTE, NORTH CAROLINA

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ARTICLE 1 - RECOGNITION

SECTION 1

The Company recognizes TEAMSTERS LOCAL NO. 71, as set forth in N.L.R.B. Case No. 11-RC-3529, as sole bargaining agent for all truck drivers and warehousemen, but excluding all office, clerical employees, sales persons, guards and supervisors as defined in the Act as amended, for the purpose of collective bargaining in respect to rates of pay, wages, hours of work, and other conditions of employment.

SECTION 2

The Employer shall not enter into any agreement or contract with his employees individually which in any way conflicts with the terms and provisions of this Agreement.

SECTION 3

It is specifically understood and agreed that management trainees employed by the Company from time to time, and who must, of necessity, obtain their experience by occasionally working in the warehouse for a temporary period, not to exceed six (6) months, are not included in the collective bargaining unit as "employees" within the meaning of Section 1 of this Article. It is further understood that the assignment of a management trainee will not result in the laying off of an employee in the bargaining unit who is actively employed at the time the management trainee goes on the payroll.

ARTICLE 2 - EQUAL OPPORTUNITY

It is the policy and practice of both Bluelix and the Union to provide equal employment opportunity to all persons without regard to race, color, religion, sex, sexual orientation, national origin, or age as defined in applicable Federal and State laws. This includes hiring, assigning, training, promotions, transfers, termination, compensation, employee benefits, and all other conditions of employment.

Nothing in this Agreement will preclude the Company from taking all steps necessary to comply with The Americans with Disability Act.

It is agreed that neither party, the Company nor the Union nor representative of either party will coerce, intimidate or discriminate against any employee because of his membership or non-membership in the Union.

ARTICLE 3 - PROBATIONARY PERIOD

It is expressly understood that all employees are considered probationary for their first sixty (60) calendar days of employment and may be discharged at the sole determination of the Company and shall have no recourse to the Grievance or Arbitration Procedures. The Union shall not intervene in any discharge of a probationary employee; but when and if the employee is retained for more than sixty (60) calendar days, he shall be fully covered by this contract and his seniority shall date back to the date of his employment by the Company.

ARTICLE 4 - CHECK OFF OF UNION DUES

The Company agrees to deduct from the pay of each member of the Union in its employ, the amount of membership dues, initiation fees, and uniform assessments provided to the Company by the Union each month, in advance, and pay the same to the Secretary-Treasurer of the Union each month, provided the Union renders a voluntary written wage assignment authorizing the Company to make such deductions from the wages then owing the employee. The Union agrees to save the Company harmless from any action or actions growing out of these deductions and commenced by an employee against the Company, and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Secretary-Treasurer of the Union as above provided. Errors made by the Company in deductions or remittance of monies under this provision of the Agreement shall not be considered by the Union as a violation of this Agreement. Any employee may revoke the voluntary authorization for check-off during the life of this Agreement provided written request is made to the Union and is in accordance with the authorization.

ARTICLE 5 - SENIORITY

SECTION 1

The Company agrees to provide a seniority list of all present employees by category of employee and further agrees that it will keep said list up to date, with a copy posted on the bulletin board, making whatever necessary deletions or other corrections. The Company further agrees to forward a copy of same to the Local Union. Seniority shall relate to the last date of hire of an employee.

SECTION 2

In the layoff or recall of employees, the Company will do so by classification and shall conform to seniority which is defined as the length of service with the Company. In recalling the laid off employees, the Employer shall notify him by registered mail sent to the address last given the Employer by the employee. Within three (3) business days receipt of letter the employee must notify the Company by registered mail of his intention to return to work. Such employee must return to work within one (1) week of receipt of letter, unless by mutual agreement. Failure of the

employee to comply with this condition shall be considered an automatic termination of his employment. Prior to the return to work of such recalled employee, part-time employees may be used without violation of seniority.

Employees laid off in accordance with this provision may exercise their "bumping rights" in accordance with their seniority in any other classification in which they have the ability and qualifications to perform without further training.

SECTION 3

Seniority shall be terminated and the employer-employee relationship shall be severed by any of the following:

1. Discharge
2. Voluntary quit
3. One (1) year layoff without regaining full-time status
4. Unauthorized absence for three (3) successive, scheduled working days
5. Failure to comply with Section 2 above
6. One (1) year of absence due to illness or injury

SECTION 4

Temporary relief employees shall not have seniority or recall rights under this agreement and may be hired for a period of 90 calendar days for business surges, vacation and sick leave replacements. If such temporary employee is hired for a period which exceeds 90 calendar days, the employee shall be considered permanent and their seniority shall revert to the date of hire. Temporary relief employees will not be eligible for benefits outlined in this agreement.

SECTION 5

Drivers who are assigned warehouse duties, following an assigned run, will be assigned additional, available runs on the basis of their return to the branch.

The Company will continue its present practice of assigning new equipment by seniority on a rotation basis when practical.

SECTION 6

Part-time drivers shall not be used to replace regular drivers on any available runs.

SECTION 7

Employees who are promoted to positions outside the bargaining unit shall retain their seniority for a period of sixty (60) days. However, their seniority shall not accrue beyond this sixty (60) day period.

ARTICLE 6 - JOB POSTING

SECTION 1

Following the signing of this Agreement and for its duration, the Company agrees to post on the Employer's bulletin board notice of all bona fide vacancies and/or new jobs for a period of five (5) work days for regular full-time employees to bid by seniority. The Company may, at its discretion, assign qualified employees to temporarily fill such vacancies during the bid period.

Only employees who have signed the posting will be considered as candidates for the positions to be filled.

A bona fide vacancy does not include the lead person classification which will be filled or eliminated solely at the Company's option and without regard to seniority. The Company will, however, give fair consideration to bargaining unit employees before resorting to outside sources.

When a bona fide vacancy becomes available within a classification, employees within that classification shall be allowed to exercise their plant seniority for shift preference prior to posting the resulting bona fide vacancy. The employer retains the right to maintain a proper skill mix on each shift.

SECTION 2

The Shop Steward shall review with the Company the signed posting and in the selection of the successful bidder the following facts shall be taken into consideration.

- (a) Length of continuous service
- (b) Qualifications
- (c) Physical fitness

Only when (b) and (c) are relatively equal will (a) be the deciding factor.

Employees shall be limited to one (1) successful bid in any twelve (12) month period.

ARTICLE 7 - TEMPORARY TRANSFERS

Employees may be temporarily transferred from one job to another. Employees transferred to a higher rated job shall receive the higher rate of pay for the entire day. Employees transferred to a lower rated job, for the Company's convenience, shall carry their rate with them for the entire day.

The Company retains the right to utilize eligible employees as drivers when all other drivers are utilized and/or business conditions warrant it.

Temporary transfers shall not be used to exchange two (2) employees from their regularly assigned work.

ARTICLE 8 - LEAVE OF ABSENCE

Employees granted a leave of absence from their employment shall secure written permission from the Employer with a copy of such leave furnished to the Local Union. During the period of absence, employees shall not engage in gainful employment. Failure to comply with this provision shall result in discharge.

All employees who have worked a minimum of twelve (12) months and worked at least twelve hundred fifty (1250) hours during the past twelve (12) months are eligible for leave as set forth in the Family and Medical Leave Act of 1993

ARTICLE 9 - DISCIPLINE OR DISCHARGE

SECTION 1

The Employer shall not discharge any employee without just cause, but in respect to discharge, shall give at least one (1) warning notice and a copy of same to the Union, except that no warning notice need be given to an employee before he is discharged for dishonesty, insubordination, drinking or under the influence of, or having possession of, alcoholic beverages or drugs during working hours, including breaks and lunch periods, recklessness, carrying of unauthorized passengers, unauthorized use of Company vehicles, smoking in restricted areas, failure to report an accident, tampering with tachographs, governors or fuel pumps, tampering with on board vehicle monitoring equipment, electronic log equipment, clocking another employees time card, tampering with electronic time system to include another employees time record, or drivers loss of license for DUI/DWI or DOT violations that result in loss of license, fighting, verbal or physical assaults, gross violation of safety rule(s), falsification of Company, State or Federal documents.

All write ups or disciplinary action shall take place within ten (10) calendar days of the infraction or the Company's knowledge of the event which warrants a discipline, unless extenuating circumstances exist. The union will be sent an electronic copy of any discipline within seventy-two (72) hours of being issued.

SECTION 2

Bluelinx is committed to providing a safe workplace for all employees. It is in the interest of the employees, the company, the local union and the community that the Charlotte facility remains

free from employees reporting for work or working under the influence of illegal drugs, controlled substances and/or alcohol. This policy is subject to change as applicable with Federal and/or State law. You will be notified of changes. The Bluelinx Corporation Non-DOT Drug and Alcohol Policy is a living document and is incorporated by reference.

Elements of the Drug Testing plan includes:

- 1). An employee assistance plan;
- 2). A Medical Review Officer review of all positive results;
- 3). Random testing procedure;
- 4). Reasonable suspicion, for cause, and post accident testing.
- 5). All positive test results will result in termination.

The Bluelinx Corporation's Non-DOT Drug And Alcohol Policy is incorporated herein by reference. Drivers will continue to be covered under the D.O.T. regulations and will be terminated if they test positive.

ARTICLE 10 - MANAGEMENT RIGHTS

SECTION 1

It is recognized and agreed between the parties herein that except as specifically limited or otherwise provided in this Agreement, the management of the Distribution Center, its operation, and the direction of its working force is vested exclusively in the Company, including but not limited to, deciding the number and location of warehouses, the products to be handled, the method and place of storage and delivery, the hiring, transfer, promotion, demotion, layoff reduction or addition of hours, changing or reorganizing the duties of employees, not to conflict with the terms of the contract, scheduling of production, scheduling and assignment of work, the conduct of operations, and the determination of manning of mobile equipment and facilities therefor. The exercise of such rights and functions rests solely within the discretion of the Company.

SECTION 2

It is expressly understood and agreed that all rights heretofore exercised by the Company are inherent in the Company as the owner of the business or as an incident to the management not expressly contracted away by specific provisions of this Agreement are retained solely by the Company and may be impaired only with the express consent of the Company and to the extent that they are not expressly contracted away by other provisions of this Agreement and may not be subject to impairment under the Arbitration section of the Agreement.

ARTICLE 11 - WORK STOPPAGE AND LOCKOUT

SECTION 1

The Union agrees that neither it nor any of the employees in the bargaining unit covered by this Agreement will collectively, concertedly, or individually engage in or participate in any strike, sympathy strike, slow-down, stoppage, or other interference of production or work during the term of this Agreement.

SECTION 2

Any disciplinary measures the Company takes against employees who violate this provision shall not be reviewable through the grievance procedure, except on the basis that the employee, in fact, did not violate this Article.

SECTION 3

The Company agrees that during the term of this Agreement it will not lock out the employees covered by this Agreement.

ARTICLE 12 - PROTECTION OF RIGHTS

It shall not be a violation of this agreement, and shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon property at another location involved in a legal primary labor dispute or refuses to go through or work behind a legal primary picket line at another location.

ARTICLE 13 - HOURS OF WORK

SECTION 1

The determination of the weekly work schedule shall be made by management and such schedules may be changed by management to suit varying conditions of business. When an employee reports to work at his/her scheduled shift time without having been notified to the contrary by the Company but does not commence work, he/she shall be paid two (2) hours pay. If the employee commences work, he/she will be provided at least four (4) hours work. Such allowances shall not apply if normal operations are disrupted by a major mechanical breakdown, act of God or other conditions beyond the control of the Company. The Company will not be liable if the employee cannot be notified by telephone. An employee called back to

work after being released under either provision above, shall receive no less than eight (8) hours work or eight (8) hours pay at their regular rate of pay for that day.

Established regular routine area morning runs will be assigned by taking in consideration business conditions, hours availability, training requirements and equipment configuration, and seniority.

SECTION 2

Employees will be allowed one-half (1/2) hour lunch period approximately midway in their scheduled shift on a staggered schedule so that the warehouse is manned at all times.

A fifteen (15) minute break will be scheduled approximately midway in the employees' morning and afternoon schedule of work.

SECTION 3

Premium pay at the rate of time and one-half (1 ½) will be paid for all hours worked in excess of the regular straight-time daily work schedule or in excess of forty (40) straight-time hours in the regular work week. An employee's regular work week shall not be changed for the sole purpose of avoiding overtime. Holidays, (not on scheduled work days) funeral leave and jury duty shall not count toward the forty (40) straight-time hour requirement.

SECTION 4

No provision of this Article shall be interpreted to provide in any manner the pyramiding of overtime payments.

SECTION 5

Overtime shall be divided as equally as possible within classifications. Employees shall be required to work a reasonable amount of overtime; however, the senior man may pass the overtime down to a less senior employee within the classification provided the less senior employee is qualified to perform the work.

An employee who passes overtime work will be charged with those overtime hours for the purpose of determining the equal distribution of overtime and the junior employee will not be charged with those hours passed down to him.

SECTION 6

Overtime assignment for Material Handlers and second dispatch of Drivers shall be as follows: Overtime shall be assigned by seniority to available employees within classifications. The senior employee may pass the overtime down to a less senior employee within a classification provided

the less senior employee is qualified to perform the work. The Company will not be required to break continuity of work in order for employees to exercise the above provisions.

ARTICLE 14 - TRANSFER OF COMPANY TITLE OR INTEREST

If the Company sells or transfers all or any portion of its business while this Agreement is in effect, the Company agrees to notify the purchaser of the existence of this Agreement, and agrees to notify the Union of the effective date of this transaction.

ARTICLE 15 - GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1 - PROCESSING OF GRIEVANCES

Should any grievance or dispute arise between an employee and the Company the employee may present his grievance to the manager either orally or in writing and with or without Union representation. If the parties fail to reach an agreement, the dispute shall be processed in the following manner:

- Step 1** The aggrieved employee must present his grievance to his Shop Steward within five (5) working days after the reason for such grievance has occurred or he first has knowledge thereof. If a satisfactory settlement is not agreed upon within five (5) working days thereafter, the Shop Steward and the employee shall submit such grievance, in writing, to the Union's Business Representative and to the Company.
- Step 2** The Business Representative and the Shop Steward shall then take the matter up with an authorized representative of the Company within ten (10) business days and a decision must be made within five (5) working days thereafter.

Time limits may be extended by mutual written agreement between the parties.

SECTION 2 - SELECTION OF ARBITRATOR

If a satisfactory settlement cannot be agreed upon, the parties shall attempt to select an impartial arbitrator within five (5) days thereafter. In the event they are unable to agree, the matter shall be immediately referred to the Federal Mediation and Conciliation Service. After the Service submits a list of seven (7) arbitrators to the Union and the Company, they shall alternately strike one (1) name from such list until only one (1) name remains, and that person shall be designated as the Arbitrator. The Arbitrator shall have no authority to amend or modify this Agreement, nor to establish new terms or conditions hereunder, and his decision shall be final and binding on both parties.

SECTION 3 - INDIVIDUAL'S RIGHT TO COMPEL ARBITRATION

It is expressly agreed and understood that no employee shall have the right to compel the arbitration of his grievance without the written consent of the Union.

SECTION 4 - ARBITRATION EXPENSE

The Arbitrator's fee shall be borne by the losing party. The Arbitrator's decision shall identify the losing party. In the case of a split decision, the Arbitrator will state that it is a split decision and then the fee of the Arbitrator will be split equally between the Union and the Company.

ARTICLE 16 - WAGES

All wage increases will be effective on the first day of the pay-period on or immediately preceding the date listed.

	8/1/19	8/1/20	8/1/21	8/1/22	8/1/23	8/1/24
DRIVER CDL-A	18.75	19.25	19.75	20.25	20.75	21.25
MATERIAL HANDLER	17.64	18.04	18.44	18.84	19.24	19.64
UTILITY	15.35	15.70	16.05	16.40	16.75	17.10

SECTION 2

All new hire employees may be paid \$2.00 below rate, after successful completion of probation period may be paid \$1.50 below rate. After successful completion of 6 months may be paid \$1.00 below rate. Upon completing one year of service pay shall be at top rate in effect at that time. Drivers may be paid at top rate after 6 months.

Part-time employees shall not be compensated at a rate higher than the probationary rate then in effect for the classification in which they are employed. Part-time employees shall be paid the hourly rate and will not be eligible for Health and Welfare, pension, 401-k, vacation or holidays.

Leadman shall receive a minimum of fifty (\$.50) cents per hour above the classification in which they lead.

SECTION 3

The parties recognize that certain technological changes or changes in the way work is performed may occur during the term of this agreement and that these changes may require employees to enhance their current skill levels in order to continue to accomplish their work in an efficient manner.

Therefore, the parties agree, in advance of such changes, to the following:

1. There shall be two to three skill levels within some key classifications.
2. Pay rates may be adjusted to reflect the skills and responsibilities required and will be negotiated at the time of implementation.
3. Employees will be expected to certify in each skill level within their classification within a reasonable amount of time (six months per level) and will enter the program with no less than their current rate of pay at the time of implementation.

SECTION 4

Effective 8/1/07 a shift differential of thirty-five cents (\$.35) shall be paid in addition to the regular hourly rate for shifts commencing on or after 3:00 p.m. Effective 8/1/09 a shift differential of forty cents (\$.40) shall be paid in addition to the regular hourly rate for shifts commencing on or after 3:00 p.m

SECTION 5

Any driver required to operate a Moffett as part of their delivery duties will receive an additional thirty-dollar (\$30.00) premium for that day.

SECTION 5

The Company shall have the right to establish bi-weekly pay and payment by direct deposit. The Company will provide sixty (60) days notice to the employees prior to making this change.

ARTICLE 17- HOLIDAYS

SECTION 1

The following days shall be considered paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, and two (2) personal days.

Employees who elect to observe personal holidays shall give their supervisors at least three (3) days' notice. The Company may limit the number of employees observing these days at the same time.

SECTION 2

To be eligible for paid holidays, employees must be on the payroll for a period of sixty (60) days worked and must have worked their last scheduled workday before and their first scheduled workday after said holiday or on vacation, or off work due to illness or accident. Employees who are absent because of a verified non-industrial accident or illness who have provided acceptable proof will be eligible for holiday pay provided they have worked in the thirty (30) day period immediately preceding the holiday. Employees off work due to industrial illness or accident will be paid holiday pay for six (6) months only.

Any employee who is laid off through no fault of his own within five (5) days before a designated holiday, shall be paid for such holiday.

SECTION 3

- (a) Holidays observed during the workweek shall be used in the calculation of overtime pay if the employee was scheduled to work. If the employee was not scheduled to work then the holiday pay is NOT used for calculation of overtime.
- (a) When a holiday falls within an employee's vacation period he shall be paid for such holiday in addition to vacation pay.

SECTION 4

Premium pay at the rate of time and one-half (1 ½) will be paid for all hours worked on a holiday listed in this agreement

ARTICLE 18 - HEALTH AND WELFARE

The Charlotte employees will continue to be covered under the Union sponsored Central States Health and Welfare Plan Benefits Plan TA.

All employees will share the cost of their selected union sponsored medical, dental and welfare programs based on their coverage as listed under **Item A Family** or **Item B Single**. The Company shall contribute the following amounts per active eligible employee per week and will collect the employee premium sharing through payroll deduction.

A. Effective Date	Family Weekly Premium	Weekly Capped Company Pay	Weekly Employee Pay
09/01/19	385.80	308.64	77.16

09/01/20	401.30	321.04	80.26
09/01/21	433.40	338.05	95.35
09/01/22	446.40	348.19	98.21
09/01/23	459.79	354.04	105.75
09/01/24	473.59	364.66	108.93

B. Effective Date	Single	Weekly Capped	Weekly
	Weekly Premium	Company Pay	Employee Pay
09/01/19	158.60	126.88	31.72
09/01/20	165.00	130.35	34.65
09/01/21	178.10	138.92	39.18
09/01/22	183.44	141.25	42.19
09/01/23	188.95	145.29	43.46
09/01/24	194.61	149.85	44.76

The company is not responsible for any premiums greater than the above capped weekly amounts.

Any premium reduction below the capped amounts will be shared equally by the company and the employee at 50% company 50% employee, however at no time will the employer's contribution exceed the weekly capped amounts. There will be no reversion to wages.

Medical plan contributions will only be due for each week in which an employee works at least one day or is on paid vacation, paid holiday, paid jury duty or paid funeral leave.

Premiums under the above union sponsored medical plans will commence and premium contributions will only be due only when new hire employees have completed their probation period.

Premium payments under the above union sponsored medical plans will end when any employee is laid off (more than one week), on any kind of leave or is terminated.

The monthly employee premium contribution will be made to the company with pre-tax payroll deductions.

ARTICLE 19 – PENSION

The company will hard freeze the hourly Pension Plan at the current benefit levels for all currently participating employees effective July 31, 2019. There will be no further

wage credit for any currently participating employees. The company will make a one time payment of four hundred dollars (\$400.00) to the six affected employees of the Pension Freeze. This Lump Sum payment may be taken as a cash payment (subject to applicable taxes) or deposited to the current 401 Retirement Savings Plan for each employee, on a pre-tax basis.

The company will continue to provide a hourly 401-k savings plan with a company match of fifty cents (\$.50) cents for each one-dollar (\$1.00) of employee before tax contributions up to a maximum contribution of four percent (4%). The plan will continue to provide a diversity of investment options and will continue to be administered by an ERISA compliant outside third party.

ARTICLE 20 - JURY PAY

SECTION 1

The Company will pay its employees, who are required to serve on jury duty, the difference between the amount paid them by the Court for such service and the amount the employee otherwise would have earned at work during the time of jury service, but not to exceed eight (8) hours in any one day or forty (40) hours in any one week.

SECTION 2

Said employee shall make himself available for work for all days during said week when not required to serve on jury service. By failure to return to work as herein required, the employee will forfeit all jury duty pay for that term of his jury service.

SECTION 3

In order to be eligible for jury duty pay, the employee must verify with certification of the Clerk of Court at all times and days of service.

SECTION 4

The Company's obligation to pay an employee for jury duty is limited to a maximum of forty (40) days in any calendar year.

ARTICLE 21 - VACATIONS

SECTION 1

The Company will post, from December 1st to January 1st, a vacation selection list. Employees indicating their choice will be allowed their vacation on the basis of seniority. Employees who do not indicate their choice during the vacation selection period will be allowed their vacation in the

order in which it is requested from the available weeks. Every effort will be made to allow one employee from each classification to schedule vacations at the same time.

SECTION 2

The vacation "qualifying" and "take" periods shall be from calendar year to calendar year. As of January 1st of each year:

- (a) Any employee who has been in the employment of the Company for one (1) year shall receive eighty (80) hours of vacation with pay.
- (b) Any employee who has been in the employment of the Company for seven (7) years shall receive one hundred and twenty (120) hours of vacation with pay.
- (c) Any employee who has been in the employment of the Company for twelve (12) years shall receive one hundred and sixty (160) hours of vacation with pay.
- (d) Any employee who has been in the employment of the Company for eighteen (18) years shall receive two hundred (200) hours of vacation with pay.
- (e) Vacation pay will be based on eight (8) hours a day at the straight time hourly rate of pay.
- (f) To be eligible for vacation an employee must have worked a minimum of twelve hundred and forty (1240) hours in the previous calendar year.
- (g) Any regular full-time employee who is eligible for more than eighty (80) hours vacation shall have the option of selling back to the Company any or all of their eligible vacation in excess of the eighty (80) hours, providing they notify the Company at least two (2) weeks in advance of the pay date requested. This vacation sell back shall be only in forty (40) hour increments.

Newly hired employees or employees who have not worked twelve hundred and forty (1240) hours in the preceding calendar year because of layoff, accident, or illness shall have earned vacation pro-rated on the basis of one-twelfth (1/12) for each complete month of service in the preceding calendar year. Employees who separate in any calendar year for any reason other than dishonesty, shall earn vacation pro-rated on the basis of one-twelfth (1/12) for each complete month of service in the calendar year in which they are terminated.

ARTICLE 22 - SHOP STEWARDS

The Employer recognizes the right of the Union to designate three (3) Shop Stewards.

The authority of a Shop Steward shall be limited to, and shall not exceed, the following duties and activities:

- (1) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- (2) The transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information:
 - (a) Have been reduced to writing
 - (b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

The Shop Stewards shall have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of the Shop Stewards and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Stewards have taken unauthorized action, slow-down, or work stoppage in violation of this Agreement. Disputes shall be subject to the Grievance Procedure.

ARTICLE 23 - UNION REPRESENTATIVE

SECTION 1

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 firm's working schedule and providing notification is first given to either the Distribution Center Manager or Foreman.

ARTICLE 24 - UNIFORMS

The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished by the Employer, free of charge. Such uniform must be maintained in a clean and presentable manner by the employee.

ARTICLE 25 - RAIN WEAR

Following their probationary period, drivers and warehouse employees required to work in the rain shall be furnished, upon request, rain suits which shall remain the property of the Company and which shall be replaced only when original issue has been returned because of normal wear.

Employees receiving rain wear shall be required to acknowledge in writing that they will, upon separation from employment, return their rain wear or have the cost deducted from their final pay.

ARTICLE 26 - MILITARY SERVICE

Employees drafted or enlisting in the Armed Services of the United States of America shall be granted all the rights and privileges to which they are entitled under the Universal Military Training and Service Act.

ARTICLE 27 - BULLETIN BOARDS

The Company agrees to provide suitable space for the Union bulletin board. Posting by the Union on such board are to be confined to official business of the Union.

ARTICLE 28 - FUNERAL LEAVE

Employees who have completed their probationary period and who are absent from work to attend the funeral of their legally defined parent, mother-in-law, father-in-law, brother, sister, child, step-child, grandparents or spouse shall be entitled to take a leave of absence of not more than three (3) days in order to attend the funeral. For the funeral of legally defined Grandchildren non-probationary employees shall be entitled to take a leave of absence of not more than two (2) days in order to attend the funeral. This leave shall terminate on the day of the funeral unless such funeral is held one hundred and fifty (150) miles from the employee's residence, in which case the day after the funeral will be included in such leave.

For each day during such absence on which the employee performs no work for the Company, and on which the employee would otherwise have actually worked, the employee shall receive funeral pay not to exceed eight (8) times his or her base hourly rate.

There will be no funeral pay if the employee does not attend the funeral. No additional payments will be made for the multiple deaths occurring during the same period. An employee shall not be entitled to holiday pay in addition to funeral pay.

ARTICLE 29 - BOND

SECTION 1

Should the Company require any employee to give bond, any normal premium involved shall be paid by the Company.

SECTION 2

An active driver's license is a prerequisite of employment with the Company for all drivers and it is the responsibility of each driver to see that his license does not expire and is not revoked.

ARTICLE 30 - DEFECTIVE EQUIPMENT

SECTION 1

The Company agrees to continue its policy of not compelling an employee to take out any equipment that does not comply with all City, State, and Federal safety requirements.

SECTION 2

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. The employee, before starting his next shift, shall make out an accident report, in writing, on forms furnished by the Company and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject the employee to disciplinary action by the Company.

SECTION 3

Employees shall immediately, or at the end of their shift, report all defects in equipment. Such reports shall be made on a suitable form furnished by the Company and shall be made in multiple copies, one copy to be retained by the employee.

ARTICLE 31 - OCCUPATIONAL SAFETY AND HEALTH ACT

The Union agrees that employees shall be required to observe applicable safety regulations as prescribed in the Occupational Safety and Health Act and it shall be within the provisions of this Agreement for the Company to discipline or discharge employees who intentionally violate safety rules prescribed by the Act.

ARTICLE 32 - SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement is invalidated or the enforcement of any provision is enjoined by a court of competent jurisdiction, the parties shall meet for the purpose of agreeing upon a

substitute provision. If they are unable to agree, the matter shall be referred to an impartial arbitrator who is hereby given power to draft a substitute provision in the light of the relationship existing between the parties and such substitute provision shall be deemed incorporated in lieu of such other provision.

ARTICLE 33 - INJURY ON THE JOB

Whenever an employee is injured on the job and must leave the job for treatment, he shall be paid for the balance of that regular workday (eight (8) hours' pay at his regular straight-time rate), provided the injury is of such nature that the employee cannot return to work. Should the attending physician indicate that the employee is able to return to work the same day, said employee shall be required to do so and shall receive pay for the time he is away from his job for the purpose of obtaining medical treatment.

ARTICLE 34 - INCLUSIVENESS OF CONTRACT

It is agreed that the Company and the Union have negotiated on wages, hours and working conditions; that each side has had the opportunity to make proposals concerning these matters and to discuss same, and the within provisions embody the entire contract, and the parties agree that there shall be no further negotiations required of either party during the life of this contract, regardless of whether the subject matter has been previously discussed or not or whether either party has withdrawn any of its proposals or waived its right to discuss them further.

ARTICLE 35 - LICENSE SUSPENSION

A driver whose license has been suspended or revoked, for any reason, other than medical restriction, shall be subject to immediate discharge. A driver whose license is restricted for medical reasons must return to full unrestricted driving duty within six (6) months or their employment will be terminated.

Drivers whose license has been suspended or revoked for driving under the influence shall be subject to immediate discharge.

ARTICLE 36 - CREDIT UNION

The Company agrees to make deductions on behalf of all employees who have properly executed written authorization for the Team and Wheel Federal Credit Union and to remit same to the office

in Winston-Salem, North Carolina. The Union and the employees, individually and collectively, shall save harmless the Company from any action or actions growing out of these deductions once the deductions are remitted to the Team and Wheel Federal Credit Union. It is further understood, the authorized amount to be deducted from any employee's pay may not be changed more often than once in a three (3) month period.

The parties agree that the Company's sole responsibility in regards to employees' participation in the fund, will be transmittal of monies withheld from wages to the designated authority of the fund.

ARTICLE 37 - WORK RULES

For the purpose of plant discipline, the Company has and retains the exclusive right to promulgate reasonable rules and regulations, from time to time, not otherwise inconsistent with the terms of this Agreement. The Company will furnish the Local Union with a copy of all such rules.

The Company will post, in conspicuous places for all employees to see, all rules and new rules at least ten (10) working days prior to new rules being in effect, with a copy of all new rules being submitted to the Local Union at the same time the new rules are posted. The Union may challenge the reasonableness of such work rules, including attendance policies through the Grievance procedure. Work rules are attached to this Labor Agreement for convenience only and are subject to the above provisions of this Article.

ARTICLE 38 - SUPERVISOR WORKING

Warehouse supervisors shall not perform bargaining unit work except in case of emergency or to assist customers (i.e., will calls) if bargaining unit employees are not available, or to fill temporary vacancies caused by absences and/or vacations. Supervisors may help out in heavy load situations. Supervisors shall not perform bargaining unit work for the purpose of replacing bargaining unit employees or those employees on layoff.

ARTICLE 39- INCENTIVE PLANS

The company, at its sole discretion, has the right to implement change or discontinue any incentive or performance plan. In all cases any incentive plan will be applied to all eligible employees regardless of their union affiliation.

ARTICLE 40 - TERM OF AGREEMENT

SECTION 1


This Agreement shall become effective on the 1st day of August, 2019, and shall continue in full force and effect for six (6) years, that is until midnight on the 31st day of July, 2025.

SECTION 2

If neither party should desire to terminate or amend this Agreement, it shall be automatically renewed for an additional year, and so on from year to year thereafter. Should either party hereto desire to terminate, modify or amend this Agreement upon its expiration, such party shall give the other party sixty (60) days' notice, in writing, prior to such expiration date. Should negotiations fail to result in a new agreement, then either party may terminate the contract by giving the other party ten (10) days notice in writing on or after the contract expiration date.


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective representatives, as shown below.

BLUELINX CORPORATION
DISTRIBUTION CENTER
CHARLOTTE, NORTH CAROLINA

By: 
Reginald Anthony
Operations Manager

DATE: 8-13-19

TEAMSTERS LOCAL UNION NO. 71,
AFFILIATED WITH INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

By: 
ERNEST K WRENN
SECRETARY - TREASURER

DATE: 7-31-2019

Memorandum of Understanding-Vacation

The parties agree that once the posted vacation calendar has been bid and full weeks awarded a copy of the calendar will be provided to the union.

The parties agree that when an employee has reached the year wherein his vacation schedule will increase he will be allowed to bid the additional week, to be taken only, after the anniversary date that changes his schedule.

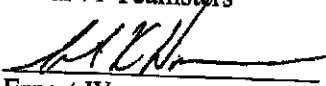
For example:

Hired August 15, 2003 and working (without interruption or loss of seniority) on a continuous basis. In December of 2009 he would be allowed to bid three weeks of vacation with the third week required to be bid for after August 15, 2010.

Bluelinx Corporation

Tom Sheridan

Local 71 Teamsters



Ernest Wrenn