

AGREEMENT

By and Between

REXEL, INC.

and

LOCAL UNION NO. 1 OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO

EFFECTIVE

OCTOBER 1, 2019

through

SEPTEMBER 30, 2024

REXEL, INC.

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AGREEMENT

THIS AGREEMENT entered into this **1st day of October 2019** between **REXEL INC.** of Saint Louis, Missouri, hereinafter referred to as the "Employer" and **LOCAL UNION NO. 1 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO**, hereinafter referred to as the "Union."

The parties desire to establish a standard of conditions under which the employees work for the Employer during the term of this Agreement, and to provide for rates of pay, hours of work and other conditions of employment for such employees to the end that their mutual relations may be regulated with a view of securing harmonious cooperation and to provide a procedure for the prompt and equitable adjustment of all grievances and disputes that may arise during the life of this Agreement.

In consideration of the mutual promises and agreements, the parties agree as follows:

ARTICLE I
RECOGNITION AND UNION BUSINESS

Recognition

Section 1.1. The Company recognizes Local Union No. 1 of the International Brotherhood of Electrical Workers as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for warehouse associates and delivery material handlers (where applicable), but excluding general office employees, clerical employees, **countermen**, guards, professional employees, and supervisory employees as is defined in the National Labor Management Relations Act, as amended.

Union Security

Section 1.2. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members, and those who are non-members on the effective date of this Agreement shall on the thirty first (31st) day following the effective date of this Agreement become and remain members in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the effective date shall on the thirty first (31st) day following the beginning of such employment, become and remain members in the Union.

Selection of Shop Steward

Section 1.3. A Shop Steward may be selected by the Union from this bargaining unit to act for it in connection with the terms and conditions of this Agreement.

Union Visits

Section 1.4. A representative of the Union, upon request to the management, shall be admitted at reasonable hours at the above premises of the Employer in connection with matters related to the administration of this Agreement, but in no event shall Union meetings with employees be held on Company time.

Shop Report

Section 1.5. The Company agrees to furnish the local union upon written request with a quarterly report known as a "Shop Report" giving names and the amounts of compensation of each union employee. These reports are to be given for the quarters ending February 28, May 31, August 31 and November 30.

Bulletin Board

Section 1.6. The Company will provide a bulletin board for posting of Union notices.

ARTICLE II
NO STRIKE / NO LOCKOUT

Section 2.1. The Company agrees there shall be no lockout during the term of this Agreement.

The Union agrees that during the term of this Agreement neither it nor any of its members or representatives, nor any employee shall engage in any strike, picketing, walkout or slowdown against the Company over any matter involving the interpretation, application or performance of the terms of this Agreement.

During the term of this Agreement (including any agreed upon extensions), the union agrees not to engage in any bannering or picketing of the Company's premises for any reason nor will the Union support or sanction a boycott against the Company. The only exception to this clause would be any non-union company facility in Saint Louis, MO.

Any employee violating this provision may be disciplined or discharged and shall have no recourse to any other provision of this Agreement except that the issue of the employee's participation in said conduct prohibited hereunder shall be subject to the grievance/arbitration procedure. In the event of any conduct in violation of this Article, the Union, upon receiving notice thereof, shall use all reasonable means to end said conduct.

It shall not be deemed a violation of this Agreement for the employees to refuse to cross a picket line to make a delivery, where the picket line has been authorized by this Union. In the event any bargaining unit employee covered by this Agreement cannot make a delivery because of a picket line, he shall immediately inform his supervisor or Company representative. Thereafter the Company will make arrangements for non-bargaining unit resources to complete the delivery. If the employee notifies management immediately when this situation occurs, he will not be subject to progressive disciplinary action.

Other Agreements

Section 2.2 During the term of this Agreement, neither the Union nor the Company may enter into any agreement with Union members which contradicts any provision in this agreement, without approval from both parties.

ARTICLE III **MANAGEMENT**

Management Rights

Section 3.1. All statutory and inherent managerial rights and functions, except those which are expressly negotiated in this Agreement, are retained and vested exclusively in the Company, including but not limited to the rights and functions in its sole discretion: to determine the number of employees to be employed; to discharge or discipline employees for just cause; to promote, transfer, layoff and recall employees to work, to hire employees, assign, direct and evaluate their work; to determine qualifications of jobs and the methods, content, quality and quantity of work; to set reasonable work standards; to maintain efficient operations; to introduce new technology; to set the number of hours and shifts to be worked; to close down or relocate the Company's facilities; to expand, reduce, alter, transfer, relocate, assign or cease any job or operation; to establish or modify job descriptions; to issue, amend and revise policies and work rules; to subcontract work, consistent with this agreement, when the business necessitates in mutually agreed non-emergency situations; manage and fulfill the mission of the Company and to direct the Company's employees including the right to use non-bargaining office personnel or supervisors for training, emergencies, or when bargaining unit employees are not readily available to meet customer needs. The Company shall have the right to administer all DOT requirements for safety and testing, including record checks, drug testing, etc., and employee drivers must meet all DOT requirements. The Company will cover all fees associated with the above requirements, with the exception of CDL license expenses.

Discipline and Discharge

Section 3.2. The agreed upon Company rules and regulations are attached as Appendix A and made a part of this Agreement. Employees may be disciplined, including discharge, for other just cause reasons in addition to those listed therein. When no complaint or exception is made by the employee to the Company in writing within five (5) days after any such discipline, including discharge, neither the Union nor the employee involved shall have any recourse upon the Company.

ARTICLE IV **WORKWEEK**

Work Week

Section 4.1. The work week, for payroll purposes, shall run from 12:01 am Monday thru 11:59 pm the following Sunday. The standard work week shall be eight (8) hours per day Monday thru Friday inclusive. However, there is no guarantee of the number of hours or days an employee will work in any given week.

Reduction of Hours

Section 4.2. If hours are to be reduced, the employees must be notified four (4) hours in advance when on site, or twenty-four (24) hours' notice before their start of a shift. Hours will be reduced in order of seniority, consistent with efficient operation of the warehouse, lowest seniority will be sent home first. Employees have the right to grieve if they believe the employer has violated this agreement.

Lunch and Break Periods

Section 4.3. An unpaid lunch period of not less than thirty (30) minutes or more than one (1) hour shall be allowed each regularly scheduled workday. In addition, employees will be allowed two (2) paid fifteen (15) minute breaks during each eight (8) hour work day.

Shift Work

Section 4.4. Should shift work be implemented, we will follow these guidelines:
The first (1st) shift shall be worked between 5:00 am and 5:00 pm. The second (2nd) shift shall be worked between 12:00 noon and 12:00 am. The third (3rd) shift shall be worked between 7:00 pm and 7:00 am. Should a shift extend beyond its normal quitting time, then the continuation of such shift shall be considered a continuation of the shift from which it started.

No employee hired prior to January 1, 1984, will be required to work second (2nd) or third (3rd) shift. The Employer shall select which employees hired after January 1, 1984, shall work the second (2nd) shift or third (3rd) shift and in making its selection shall give consideration to seniority. However, prior to the Company selecting same, the Company will give preference to qualified employees hired prior to January 1, 1984, who volunteer to work the second (2nd) shift or third (3rd) shift. Employees working the second (2nd) shift will receive a forty five cents (\$.45) per hour premium for each hour worked on the second (2nd) shift. Employee working the third (3rd) shift shall receive a one dollar and five cents (\$1.05) per hour premium for each hour worked on third (3rd) shift.

Shifts before 6:00 a.m. and Notice of Shift Changes

Section 4.5. Employees required to start prior to 6:00 a.m. will be picked from qualified volunteers by seniority according to job classification required and if there are not sufficient volunteers then the Employer shall make the assignments.

Except in an emergency, the Employer will give an employee forty-eight (48) hours' notice of change in the employee's starting time for the following week.

Pay Period and Time Clocks

Section 4.6 Employees will be paid every other week. The pay date will always fall on a day during the regular work week, but no later than every other Friday.

The Employer may install and require employees to use time clocks.

ARTICLE V
OVERTIME AND PREMIUM PAY

Selection for Overtime Assignment

Section 5.1. When the Employer decides that overtime work is necessary, the Employer shall ask for employees on that shift starting with the employee with the greatest unit seniority within the job classification in which the work is to be performed and descending down the seniority list within that job classification. If a sufficient number of said employees do not agree to work overtime, the Employer shall designate those employees on that shift in the job classification on that shift to be worked, starting with the employee with the least unit seniority within the job classification, and then ascending up said list until the necessary number of employees is secured.

Where specialized skills are required, the most qualified employee shall perform the work regardless of seniority.

When it is necessary for employees to work "same day" overtime, the person who began the assignment may be asked to continue to work on that job until it is complete.

Overtime Rate

Section 5.2. All work performed in excess of eight (8) hours in a day or forty (40) hours in any one (1) week or on Saturday shall be paid at one- and one-half times (1½x) the regular straight time rate.

Work on Sunday

Section 5.3. All work performed on Sunday shall be paid two times (2x) the regular straight time rate.

Work on Holidays

Section 5.4. In the event employees work on any of the holidays listed in this Agreement, they shall receive pay at the rate of two times (2x) their regular rate of pay for hours worked plus eight (8) hours holiday pay.

No Pyramiding

Section 5.5. There will be no pyramiding of overtime and/or premium rates but only the highest single rate will be paid.

ARTICLE VI
WAGES

Classification	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024
Warehouse Associates	\$27.52	\$28.35	\$29.20	\$30.08	\$30.98	\$31.91
Drivers	\$27.80	\$28.63	\$29.49	\$30.37	\$31.28	\$32.22
Foreman	\$28.91	\$29.78	\$30.67	\$31.58	\$33.53	\$34.51

Foremen will receive not less than 4% above Drivers.

New employees will be paid no less than the following minimum rates:

Start	60% of the Warehouse Associates rate
After one (1) year	70% of the Warehouse Associates rate
After two (2) years	80% of the Warehouse Associates rate
After three (3) years	90% of the Warehouse Associates rate
After four (4) years	100% of the Warehouse Associates rate

When hiring new employees, the Company may give due consideration to the equivalent value of previous experience in similar work and may establish the employee's starting rate at a corresponding point in the aboveschedule.

Summer Temporary Employees

Section 6.2. The Employer will be permitted to hire four (4) temporary summer employees during the period May 1st through October 1st who will not be required to join the Union, and who will not be entitled to any fringe benefits.

Minimum pay for summer help will be no less than fifty percent (50%) of the Warehouse Associates rate. Minimum pay for trainees will be no less than sixty percent (60%) of the Warehouse Associates rate. Summer help remaining past October 1st and trainees remaining past **forty-five (45)** days will have their original hire date used for seniority and vacation. Summer help, if otherwise eligible for medical insurance coverage, will be covered if they work past October 1st.

Work by Non-Bargaining Employees

Section 6.3. When it is necessary to meet customer demands, management or sales employees may perform bargaining unit work in order to fill customer orders.

Part-Time Employees

Section 6.4. The Company may employ up to four (4) part-time employees as long as it does not exceed thirty one percent (31%) of the bargaining unit full-time employees. Each part-time employee shall not work in excess of six (6) hours per day nor more than thirty (30) hours per week and will not be entitled to any fringe benefits except the following fringe benefits, if said employee otherwise qualifies, calculated on a pro-rata basis:

- Holiday pay
- Vacation pay
- Bereavement Leave pay

Part-time employees will have separate seniority from regular full-time employees, e.g., part-time employees will be laid off before any regular full-time employee is laid off. Part-time employees may work eight (8) hours a day, five (5) days a week for vacation relief only. The maximum amount of weeks is three (3) weeks a year per employee.

Call-In Pay

Section 6.5. If an employee is called in to work on a holiday or on one (1) of his scheduled days off or after completing his normal scheduled assignment, he shall receive not less than the equivalent of four (4) hours pay at his basic hourly rate.

ARTICLE VII
HOLIDAYS

Section 7.1. The following holidays shall be observed and paid for regardless of what day they fall:

- | | |
|----------------|-----------------------------|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Fourth of July | Christmas Eve |
| Labor Day | Christmas Day |
| | Three (3) Personal Holidays |

Payment for all of the holidays listed in this section shall be made on the basis of the employee's regular working schedule of hours and his straight time hourly rate.

Eligibility for Holiday Pay

Section 7.2. To be eligible for holiday pay, the employee must be a regular full-time employee who has passed his probationary period and must work the last scheduled work day before and the first scheduled work day following the holiday unless absence is excused.

Celebrated Legal Holidays

Section 7.3. If the foregoing legal holidays should all fall on a Saturday or Sunday and if the celebration of said holiday is not designated by law to be on any other day, the holiday shall be celebrated on the preceding Friday or the following Monday, the selection of which shall be at the option of the Employer. Two (2) weeks' notice will be given the employees prior to the holiday of the day selected by the Employer for the celebration of the holiday.

Holidays During Vacation

Section 7.4. In the event one of the holidays listed above occurs during an employee's vacation, the employee shall be granted an additional day off with holiday pay allowance, either the day preceding or the day following his vacation period, unless if granted on such day would result in the number of employees off to exceed that stated in **Article VIII, Section 8.4**, in which event, said additional day shall be taken at a time mutually agreeable between the Employer and employee. The Employer may waive these limits and irrespective of these limits, the employee may request the holiday on a mutually agreeable alternate day.

Personal Holidays

Section 7.5. Three (3) Personal Holidays {eight (8) hours each} per year shall be given at the rate prevailing during the contract period. Such time off shall be agreed on mutually by management and the individual member of the bargaining unit as to whether this holiday is taken as time off or paid instead of time off. Not less than one (1) weeks' advance notice shall be given to the employee's supervisor when time off is requested. At the end of the contract year, employees will be paid, at their regular rate of pay for a Personal Holiday that was not taken during the year.

Up to seventy five percent (75%) of employees will be allowed off on New Year's Eve, if employees request and get pre-approval to take this day off as one (1) of their Personal Holidays each year.

ARTICLE VIII
VACATION

Scheduling Vacations

Section 8.1. Employees may take vacation according to this Agreement between Employer and Union. The vacation schedule shall be posted on November 1st of each year and selection of vacation period shall be made by employees according to their seniority. Employees shall make their selection within forty-five (45) days of the date the schedule is posted.

After all vacation periods have been posted, any employee desiring to take his vacation during any period other than the time selected during the posting period, shall be entitled to select another vacation period provided it is mutually agreed to by the Employer.

Accrual Rate

Section 8.2. Employees shall earn vacation according to the following schedule:

<u>Years of Continuous Service</u>	<u>Annual Vacation Accrual Rate</u>
Zero (0) but less than Six (6) Years	Earn 3.08 Hours per Pay Period {Two (2) Weeks}
Six (6) Years but less than Fifteen (15) Years	Earn 4.61 Hours per pay Period {Three (3) Weeks}
Fifteen (15) Plus Years	Earn 6.15 Hours per Pay Period {Four (4) Weeks}

Employees will be given credit for prior years of continuous service with the predecessor employer.

In accordance with the memorandum agreed to on April 27, 2010, employees may schedule and take their full vacation allotment for each year at any time beginning January 1st of that calendar year, with manager approval. Employees may take an advance against future vacation time yet to be earned. Vacation advance will be credited back to the employee as it is earned. The full vacation allotment must be used during the calendar year. Vacation hours will not carry over from one (1) year to the next. Employees who leave the company and have taken less vacation time than they have earned to date will receive pay for their unused vacation. The company may withhold any amounts advanced but not earned from the employee's final paycheck.

Vacation Pay

Section 8.3. Pay during vacation days will be calculated based upon the employee's base pay rate (in effect when vacation days are used) times the number of hours the employee would otherwise have worked on the day(s) of absence. Pay during vacation days will not include shift differentials, incentive pay, bonuses, commissions, overtime, or other special forms of compensation.

Limits on Vacation Schedule

Section 8.4. During the vacation period of July 1st through September 30th, not more than one (1) day shift employee may be on vacation at the same time unless approved by management. Exceptions to this timeframe will be the Holiday weeks of Memorial Day, July 4th and Labor Day. During the vacation period of October 1st through June 30th, not more than two (2) day shift employees {one (1) Warehouse Associate and one (1) Driver} may be on vacation at the same time, unless otherwise approved by management. If employees post their vacation by the end of February, they will not be required to reschedule their vacation, even if their vacation is scheduled during the annual inventory.

Annual Inventory

Section 8.5 During the annual physical inventory period, bargaining unit employees may not schedule vacations and the company may use non-unit employees to assist with the physical inventory. If an employee has vacation scheduled during the physical inventory period, his vacation will be rescheduled unless it was submitted and approved before March 1st. Employees who submitted their vacation request before March 1st will be allowed to take their vacation even if it falls during the Inventory week.

ARTICLE IX
SENIORITY

Seniority Defined

Section 9.1. Seniority is the length of continuous service of an employee covered by this Agreement which entitles him to certain rights set forth below.

Section 9.2. Seniority shall be broken, and employment terminated by:

1. Discharge
2. Resignation
3. Overstaying leave of absence
4. Failure to report for work upon recall from layoff
5. Absence due to layoff of twelve (12) months
6. Absence due to sickness or accident for:
 - a) Twelve (12) months for an employee with less than twenty (20) years of service with the Company.
 - b) Eighteen (18) months for an employee with twenty (20) years or more years of service with the Company.
 - c) Before an employee's seniority and employment are terminated under this subsection, the employee may provide the Company with adequate medical documentation if he/she wishes to return to work. Upon submission of the medical documentation, the Company will evaluate the employee's medical restrictions, if any, and determine if the employee can return to work with or without a reasonable accommodation. Employees have a right to grieve whether the Employer has violated this agreement.

Seniority Date

Section 9.3. Each employee shall have a seniority date equal to his length of continuous service, starting with the most recent date of hire.

Layoffs

Section 9.4 In all cases of layoffs from work and recalls to work, the employee who has the least seniority or the last one (1) hired shall be the first (1st) employee to be laid off consistent with efficient operation of the warehouse, and the last employee laid off shall be the first (1st) employee recalled to work consistent with efficient operation of the warehouse.

Notice of Recall

Section 9.5 Notification of recall may be given by phone with verification by the Shop Steward or an alternate bargaining unit member in case of his absence, that the laid off employee was contacted, otherwise the Company shall contact the employee by registered or certified mail to the last mailing address furnished by the employee. A copy of such notice shall also be sent to the Local Union. Within **forty-eight (48)** hours after such notice is given, the laid off employee must advise the Company whether he accepts such re-employment. If no reply is received by the Company within forty-eight (48) hours after the notice is sent, the next employee on the seniority list may be notified of the opening. If no employees remain on the seniority list, then a new employee is hired. Employees recalled for work in accordance with the above notice shall report for work within three (3) calendar days after they have indicated their willingness to accept re-employment. If the laid off employee can show that because of good and reasonable excuse he cannot return in three (3) calendar days, then he may extend that limit to a maximum of seven (7) calendar days. Upon written request from the employee by registered or certified mail stating his reason, the Employer may extend the seven (7) calendar day maximum. Violation of this recall procedure by the employee shall result in the loss of his seniority rights.

Notice of Layoff

Section 9.6 The Employer shall give at least **forty-eight (48)** hours' notice to the employees who are to be laid off because of reduction in force. The Union shall be advised of any contemplated reduction in force in advance of such reduction.

Probationary Period

Section 9.7 All new employees shall be on probation for one hundred twenty (120) days. However, after a thirty (30) day period, they shall be required to become a member of the Union. If it is found during the one hundred twenty (120) day period of probation that any new employee is not satisfactory to the Employer, such employee shall be subject to dismissal without further recourse by the Union or the employee.

There shall be no responsibility for the re-employment of probationary employees if they are discharged or laid off during their probationary period.

After the required probationary period, the names of such employees shall then be placed on a seniority list in order of the date of their most recent date of hire.

Seniority List

Section 9.8. A list of employees covered by this Agreement rated according to seniority is to be compiled and considered a part of this Agreement.

Open Positions

Section 9.9 Where there is a position open in any classification, notice of the opening shall be posted for a period of five (5) work days and any employees covered by this Agreement may bid for the position. If no bid is received during the bid period, the Employer shall have the right to fill the vacancy without bid. Employees filing bids must be qualified to hold the job for which bids are filed and the job shall be awarded to the **most** qualified bidder having the greatest seniority with the Employer. The Employer is the judge of the qualifications of the bidder and wherever qualifications are substantially equal, seniority shall govern the award of the position.

The provisions of this section will also apply where the Company expects there to be an opening in the future and desires to fill that potential opening in advance so as to allow evaluation and some training of the employee for the position. During such training period, while working part of the time in both positions, his or her wage rate will be the mid-point between his or her current job and the job for which he or she is training. If, prior to the job being actually filled, it is determined that the employee is not qualified to hold the position, the employee desires to return to his or her former job or the expected opening does not materialize, the employee will be returned to his or her former job and rate of pay, and the previous bid will be considered null and void. For the following premium positions:

- **Warehouse Associates:** The bid and training period shall be **ninety (90)** days;
- **Foreman:** The bid and training period shall be four (4) months;

Any employee who transfers to any premium job shall remain in that position for six (6) months. Should another premium position become available, consideration to that person's qualifications and seniority will be given.

Assignment of Duties

Section 9.10. Management has the right to temporarily assign any job or task covered by this collective bargaining agreement to any bargaining unit employee for which they are currently qualified, consistent with this Agreement.

Assignment of Duties Pay

Section 9.11 If an employee is assigned to a job for a period of more than eight (8) hours in a payroll week carrying a higher job classification, he shall receive the rate of pay provided for the higher job classification for all hours worked in that classification in that payroll week. If an employee is assigned to a job carrying a lower job classification, his rate of pay shall not be reduced.

ARTICLE X GRIEVANCE AND ARBITRATION

Grievance Process

Section 10.1. All questions, disputes or grievances as to the interpretation, application or performance of the terms of this Agreement shall first be taken up for adjustment between a person designated by the Employer and the steward.

If the grievance is not resolved within **forty-eight (48)** hours after the occurrence of the event, then the matter shall be referred in writing to the employer and the Union within seven (7) working days after the event giving rise to the grievance. Otherwise it will be dismissed and will not be processed as a grievance. A representative of the Employer and the Business Manager of the Union or his designated representative shall then meet and attempt to settle the grievance within seven (7) working days after the letter is submitted to the Employer and Union.

Selection/Authority of the Arbitrator

Section 10.2. Any matter that is not adjusted between the Employer and the Union as provided above, upon written request of either party within **twenty-one (21)** days after the last meeting in **Article X, Section 10.1** above, shall be referred to an impartial arbitrator. If the parties are unable to agree upon an impartial arbitrator, then either party shall write the Federal Mediation and Conciliation Service to obtain a list of seven (7) arbitrators from which the impartial arbitrator shall be selected by alternate strikes from the list, the party selecting first (1st) shall be determined by lot. Each party shall have the right to strike the entire panel of arbitrators once.

The decision of the arbitrator, if within the limits of this Agreement, shall be final and binding on the parties. The expenses of arbitration shall be borne equally by the parties. In rendering his decision, the arbitrator shall not add to, subtract from, modify or amend any provisions of this Agreement. The arbitrator shall render a written decision within thirty (30) days after receipt of the parties' briefs or thirty (30) days from the conclusion of the hearing if no briefs are filed by the parties. Past practice may only be used by the arbitrator to interpret a vague or ambiguous provision of this Agreement. The arbitrator's decision is to be based solely on the evidence and arguments presented by the parties.

Fees of Arbitration

Section 10.3. The fee and expense of the impartial arbitrator shall be borne equally by the parties herein, together with any incidental expenses to the arbitration mutually agreed upon in advance.

ARTICLE XI
JURY DUTY

The Employer will pay an employee who is called to serve on a petit jury for each day of service, the difference between his average straight time hourly rate for the number of hours he normally works on his regular shift, but not more than eight (8) and the payment he receives for jury service. The employee will present proof of service and the amount of pay received. The Company will be responsible to pay an employee only once each year for said required jury duty, but not to exceed more than twenty (20) days per year.

ARTICLE XII
BEREAVEMENT LEAVE

Unless otherwise provided in a separate policy or written agreement, the company provides paid bereavement leave for full-time employees when a death occurs in the employee's immediate family. For the purpose of this policy, immediate family includes:

- Spouse
- Children (including stepchildren)
- Mother, Father
- Brother, Sister
- Grandparents
- Grandchildren
- Mother-in-law, Father-in-law
- Sister-in-law, Brother-in-law
- Stepparents
- Legal Guardians

The company provides five (5) days of paid bereavement leave in the event an employee's spouse or child dies and three (3) days of paid bereavement leave in the event an employee's other immediate family member dies.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses and overtime or shift differentials. Bereavement pay for fulltime employees who work less than forty (40) hours per week will be prorated based on the number of hours usually worked.

Time off in excess of bereavement leave stated above is available only upon prior approval of employee's supervisor and shall be without pay or, with the supervisor's approval, charged to available vacation days.

ARTICLE XIII
HEALTH AND WELFARE

The Company benefit plans and policies provided to employees during the term of this Agreement can be found online at <https://applogin.rexelholdingsusa.com> under HR Total Access, Benefits Section. These benefits plans are subject to and shall be construed as being consistent with the provisions of the Company's benefit plans and/or applicable policies, including any changes or modifications made to those plans or policies.

Benefit Plans Not Arbitrable

The provisions of the Company's benefit plans and policies shall not be arbitrable. Only the issue of whether the plan or policy was misapplied toward an employee shall be the subject of arbitration but only if the plan or policy does not have its own appeal procedure.

ARTICLE XIV
SICK LEAVE

Employees shall be allowed within each calendar year five (5) days sick leave which shall, if not used, accumulate up to twenty (20) days. Sick days should be used for an absence due to illness or injury sustained by the employee or the employee's spouse, child or parent. An absence report must be submitted to the Manager for any time missed. Upon termination, an employee does not receive pay for unused sick time. Upon returning to work after an absence of two (2) days or more, due to illness or injury, the employee may have to present a doctor's note as verification of such illness or injury.

An employee who is unable to report for work due to a qualifying illness or injury should notify his or her supervisor or foreman by his or her normal starting time on the day of illness or injury. The supervisor or foreman should also be contacted each additional day of absence.

For New Hires:	<u>Month Hired</u>	<u>Days Eligible the Next January 1</u>
	January-February	5
	March-April	4
	May-June	3
	July-August	2
	September-October	1
	November-December	0

If this new policy is abused the company reserves the right to open negotiations on this article.

ARTICLE XV
GENERAL PROVISIONS

Safety Rules and PPE

Section 15.1. Employees must comply with all safety rules and regulations set forth by the employer or be subject to disciplinary action.

Employees working under the terms of this Agreement shall provide themselves and wear adequate working shoes or boots at all times. Rexel may instruct Employees to provide and wear protective (non-conductive/hard-toe) safety shoes or boots required by safety regulations or Employer policy. When employees purchase (non-conductive/hard-toe) safety shoes as a result of Employer requirements, the Employer shall offset the additional expense of such shoes or boots as follows:

Each year, the Employer shall reimburse the employee up to fifty percent (50%) of the cost of non-conductive/hard-toe safety shoes or boots, not to exceed one hundred dollars (\$100.00) for (non-conductive/hard-toe) safety shoes or boots.

Rexel may designate a vendor to provide shoes at a discount provided the Union approves the vendor in advance.

Employees shall present a current receipt documenting purchase to qualify for this allowance. Rexel shall not be required to pay more than one hundred dollars (\$100.00) to an individual Employee in any twelve (12) month period.

If an employee objects to wearing non -conductive/hard toe safety shoes or boots the Company has the right to have the employee at Company expense, on company time, by a doctor chosen by the Company to determine if the employee should be exempt from wearing non-conductive/hard toe safety shoes or boots. The doctor's decision shall be binding.

All drivers are required to wear a shirt with the Company logo. Shirts will be provided by the company.

Union Jurisdictional Rules

Section 15.2. The Company will respect the -work jurisdictional rules of the Union and shall not direct or require their employees or other persons, other than the employees in the bargaining unit here involved, to perform work which is recognized as the work of the employees in said unit as long as it does not conflict with any other provision of this agreement.

Drop Shipments

Section 15.3. It is expressly understood and agreed by and between the parties that the drop shipments and loading of trucks by truck drivers shall not be violative of this Agreement.

Request for Employees

Section 15.4. The Company may notify the Union when in need of employees.

Right to use Non-Bargaining Unit Employees

Section 15.5. The Company has the right to use non-bargaining unit employees to service customer needs in certain circumstances. For example:

1. UPS and other carriers may be used in circumstances involving such things as small size of packages, geography, overflow work, small dollar value of items, equipment problems or emergency deliveries.
2. Management and salesmen may make pickups and/or deliveries to meet immediate customer demands, because of geographic problems, overflow work or time problems because of closing time of a supplier.
3. Management and salesmen may take and fill small waiting will call orders in emergency situations. This excludes the use of material handling equipment and wire cutting equipment. If this happens frequently, this could be considered a violation of this agreement.

It is further agreed that the attached map sets forth the bargaining unit delivery area. It is agreed that said bargaining unit delivery area is to be applied as a basic guideline so that the exceptions such as those set forth in Items 1 and 2 above will apply in making deliveries within that area and the Company may also use bargaining unit personnel to deliver beyond that area. This map applies to customer delivery routes but not to inter-branch transfers.

Employee Cross Training

Section 15.6. This section applies to all employees hired after Jan. 1, 2000.

The Company believes that all employees should be cross trained so they can perform duties while others are out on vacation or unavailable and to qualify for premium jobs and to grow in the industry.

If management observes that an employee needs cross training in any area, they will request that additional training be set up and monitored by the Shop Foreman.

If an employee would like additional cross training in any area, he should bring this to the foreman's attention and the foreman will set up training to help the employee address any concerns he has.

New hires should be cross trained in all warehouse duties, except those which require special certification, unless the new hire holds that certification.

Product Training

Section 15.7. All employees may find online product training through the Rexel Academy.

The Company also conducts specific product training courses in what is called "Lunch and Learn" sessions. These occur during lunch at 11:30 a.m. and 12:30 p.m. for one (1) hour. The Company provides lunch for the training but there will be no additional or overtime compensation. These sessions are voluntary. The **Area Operations Manager** will post a list in the warehouse for upcoming "Lunch and Learn" sessions. Warehouse Associates may sign up to attend either session. Attendance at these sessions will be recorded and may be used as criteria for selection of personnel for specific premium jobs, i.e., **Foreman**.

All employees who sign-up for training will be trained in a timeframe that will not adversely affect the Company's operation.

Drug and Alcohol Testing

Section 15.8. WHEREAS, it is recognized that if employees use, store, possess, manufacture, distribute or sell illegal substances and/or alcohol in the workplace, it is a violation of this policy and it creates serious risks to the safety and health of the entire work force, as well as to the future well-being of each and every employee; and

WHEREAS, if this problem exists, it could damage the quality of services the company renders to its customers, cause damage to persons and property due to accidents and carelessness, lower morale within the workplace, threaten the very ability of the company to compete in the market place, and ultimately threaten the financial security of both the company and the work force alike;

At the same time, we stand for fair rules of employment, dignity of workers and compassion for troubled or afflicted persons. The company will continue its efforts with employees to alleviate substance impairment through education and training, and rehabilitation. Employees who voluntarily request assistance in dealing with a drug or alcohol abuse problem will not be disciplined for admitting such as long as they follow the prescribed treatment and counseling.

NOW, THEREFORE, the company shall have the right to require that an employee submit to urinalysis and/or other screening for substances and alcohol where the company has reasonable cause to believe that, as a result of on-the-job evaluation, the employee is under the influence of a substance that is illegal or not legally prescribed and/or alcohol. The company will train its supervisors to:

- a) Identify results of **substance** or alcohol use or abuse,
- b) Use proper referral procedures for employees suspected of violating this "Substance and Alcohol Abuse Policy",
- c) Use procedures for encouraging employees to available community services on a voluntary basis.

All substance abuse and/or alcohol testing will be carried out under the following conditions, and the company shall be responsible for all expenses incurred in carrying out such testing, including but not limited to: lost time, travel time, travel expense, and all costs of testing except paragraph 7.

1. Collection of samples will only be conducted in accordance with the U.S. Department of Health and Human Services "Mandatory Guidelines for Federal Workplace Drug Testing Programs" as set forth in the Federal Register.
2. Urine drug and blood alcohol testing shall be **performed** only by laboratories listed by the U.S. Department of Health and Human Services in its most current "List of Laboratories which Meet Minimum Standards to Engage in Urine Drug Testing for Federal Agencies", as set forth in the Federal Register.
3. All drug testing shall, as a minimum, be conducted in accordance with the U.S. Department of Health and Human Services "Mandatory Guidelines for Federal Workplace Drug Testing Programs", as set forth in the Federal Register. In addition to the "Guidelines," urine samples shall be separated into two (2) containers at the time of donation of sample. One (1) portion of the original urine sample shall be kept secure and chemically stable and, if the employee so requests at the time of collection, the employee will be given a list of certified labs by the employer within twenty-four (24) hours after the collection. The employee will notify the collection agency and the employer within twenty-four (24) hours of receiving the list which alternate HHS certified lab he wishes the sample to be sent.
4. No adverse action nor discipline shall be taken against any employee on the basis of an unconfirmed "positive" result of a drug test. Confirmation of positive results shall be conducted using the GCMS method or other method which may subsequently be recognized by the U.S. Department of Health and Human Services for validity and accuracy of testing results of drugs. Confirmation of positive alcohol test results shall be conducted using the Gas Chromatography method or other method which may subsequently be recognized by the U.S. Government for validity and accuracy of alcohol testing results. If the employee requests, at the time of collection, a second sample will be taken and the procedures as explained in item 3 above and the provisions of item 7 will be followed.
5. A "Positive" drug test result shall mean test levels on both the screening test and the confirmatory test that are recognized as positive by the U.S. Department of Health and Human Services in its "Mandatory Guidelines for Federal Workplace Drug Testing Programs" or in a subsequently issued rule or regulation issued by the Agency. A "positive" alcohol test result shall mean test levels that are officially recognized as demonstrating alcohol intoxication by the Department of Transportation in its requirement for drivers.

6. A primary purpose of the Medical Review Officer's position is to provide for the privacy and confidentiality of the employee's personal medical history during the course of reviewing a potentially positive test result and will review the facts and circumstances before making a decision on the meaning of a positive test result. The MRO selected shall not work for a company who, at the time of the drug testing, is the provider of industrial medical services, i.e., annual physicals, workers' compensation evaluation and/or rehabilitation for the employer. In the case of a "positive" test result, the employee shall be so advised by the Medical Review Officer, on a confidential basis, prior to the reporting of the results to the employer, and the employee shall have the right to discuss and explain the results, including the right to advise the employer's medical personnel of any medication prescribed by his/her own physician, which may have affected the results of the test.
7. An employee testing "positive" shall have the right to have the secured portion of his/her urine sample independently retested by a HHS-certified laboratory of his/her choice and at his/her expense. If the independent confirmation retest is "negative", the employee shall be allowed to resume work immediately and be reimbursed for the cost of such independent test.
8. The employer shall provide information to employees concerning the employers' Employee Assistance Program (Counseling Program) and/or the availability of public and private drug counseling, employee assistance, rehabilitation and other drug and alcohol abuse treatment programs.
9. No employee shall be required to sign any waiver limiting the liability of any firm, laboratory or person involved in the decision to test or the testing program and procedures.

If an employee complies with the above conditions but the testing reflects the presence of an illegal substance, a substance taken without a valid prescription, and/or alcohol

1. On the first such occasion (unless the employee was involved in a workplace accident/incident that resulted in damage to property or person), the employee shall immediately be placed on an unpaid rehabilitation leave described below. If the employee was in a workplace accident/incident, which resulted in damage to property or persons, his/her employment will be terminated.

The purpose of the **rehabilitation** leave, whether initiated by the employer or employee, shall be to allow the employee to seek medical treatment, at no additional cost to the company, with the goal of the employee returning to the workplace as a productive and safe employee, all without penalty. The rehabilitation leave shall operate as follows:

- a) Within seven (7) days of the start of the rehabilitation leave, the employee shall submit to the company an initial written report of a health care institution, physician or clinic (reasonably qualified within the discretion of the company) outlining the plan of treatment for the employee, as well as the anticipated duration thereof.
- b) On a weekly basis, thereafter, the employee shall submit to the company a written report of the physician, health care institution or clinic, outlining the employee's treatment and progress, and confirming his/her cooperation therein.
- c) The employee shall give at least two (2) weeks' written notice of the date he/she intends to return to work, which notice shall be accompanied by the written report of the physician, health care institution or clinic, reflecting that the employee can safely return and perform all bargaining unit duties.
- d) During the two (2) week notice period, the employee shall submit to testing once before returning to work and during the first six (6) months, after returning to work, the employer may have the employee submit to testing two (2) times at the company's discretion.
- e) During and after the rehabilitation leave, the employee shall execute such documents as may be necessary to allow: the company to consult with the physician, health care institution and/or clinic and to obtain copies of all of the pertinent records and reports; and to allow the physician, health care institution and/or clinic (and their agents) to testify in any proceeding arising as a result of this policy.
- f) Upon successful completion of rehabilitation leave, the employee shall exercise his/her seniority rights to return to work.
- g) A rehabilitation leave shall be considered as an illness, and a medical leave of absence shall be granted and the employee will be allowed to use any accumulated sick days.

2. A second occurrence of positive test under this program will result in immediate discharge. Employees who admit they have a substance abuse problem and seek help from the company will not be charged with a first occurrence. If they suffer a relapse, only then will they be considered a first offender under this policy.

Any employee who fails to comply with any or all of this policy will be discharged. Any violation of this policy by the company will be subject to the grievance and arbitration procedure.

If any provision of this agreement is not in compliance with any state or federal law required for the company to perform certain business functions, then those laws will prevail as they pertain to affected employees, (i.e., D.O.T.).

WHEREAS, the company has insisted on a substance and alcohol abuse policy and the union has attempted to negotiate all employee safeguards;

NOW, THEREFORE, the company agrees to indemnify and hold the union harmless against any litigation arising out of the employer's activities in carrying out the drug testing program. However, the union will divide equally the fees and expenses of any arbitration as a result of this " Substance and Alcohol Abuse Policy'.

ARTICLE XVI
TIME OFF AND LEAVES

Voting Time

Section 16.1. In accordance with state laws, employees shall be allowed time off during the hours the polls are open for the purpose of voting with no loss of pay thereof.

Military Leave and/ Reservist Pay

Section 16.2. Employment policy and procedure relative to employees entering Military Service will be in accordance with the USERRA Act as it now exists or may be amended.

Employees on the payroll as of March 1, 1979, called for annual encampment with the Reserves of the Armed Forces or the National Guard shall be reimbursed for the difference between their regular salary and the base military pay including hazard incentive pay for such encampment. Such reimbursement shall be limited to ten (10) working days per year.

FMLA

Section 16.3. The Company's FMLA policy will be observed as long as it meets all Federal and State laws. Any changes will be discussed before any changes are to be made.

ARTICLE XVII
NON-DISCRIMINATION

No Discrimination

Section 17.1. There shall be no discrimination against any employee because of his/her race, color, religion, sex, national origin, military or veteran status, age, a qualified individual with a disability, union membership or any other legally protected trait. Harassment based on one of these protected traits against any employee, visitor, supplier or agent of the Company will not be tolerated.

The use of the male or female gender nouns or pronouns in this Agreement is not intended to describe any specific employee or groups of employees, but employees, but is intended to refer to all employees in job classifications regardless of sex.

Interpretation

Section 17.2. This Article shall be interpreted in accordance with applicable federal law.

Reasonable Accommodation / Light Duty

Section 17.3. In the administration of this Contract, the Company shall provide reasonable accommodation to qualified individuals with a disability and to employees based upon religious tenets. The Company shall determine the need for and extent of such accommodation. So long as the determination is in accordance with the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964 and consistent with the provisions of this Agreement.

In order to return employees to work after an industrial injury, non-industrial injury or illness as soon as possible, the Company may, at its discretion, require employees to perform available light or modified duty work when medically released, with restrictions. If there is a dispute as to an employee's medical condition, including his ability to perform certain duties under this section, the Company may require the employee to be evaluated by a physician selected by the Company. In the event there is a dispute between the employee's treating physician and the Company's physician, an independent medical exam shall be performed by a physician who will be selected by the employee's treating physician and the Company's physician and the cost of that exam will be paid for by the Employer. Nothing herein modifies or abrogates any right under the ADA, FMLA, or the state workers' compensation law.

ARTICLE XVIII
NOTIFICATIONS

Notice of Sale

Section 18.1. The Company agrees that in case of a business sale the present owners will notify the buyer of the Union contract and will notify the Union of the buyer.

Notice to Parties

Section 18.2.

a) **Notice to the Company**

Written notice as required by this Section, shall be sufficiently served by the Union upon the Company when such notice is addressed to, sent by certified mail-return receipt requested and delivered to:

District Manager
2001 Interbelt Center Drive
Saint Louis, MO 63114

b) **Notice to the Union**

Written notice shall be sufficiently served by the Company on the Union when such notice is addressed to, sent by certified mail-return receipt requested and delivered to the:

District Representative
IBEW Local No. 1
5850 Elizabeth Avenue
Saint Louis, MO 63110

ARTICLE XIX **DURATION**

Term of Agreement

Section 19.1. This Agreement shall become effective **October 1, 2019**, and shall continue in full force and effect through midnight **September 30, 2024** and thereafter until canceled or amended as hereinafter provided. If either party desires to amend or cancel this Agreement at said expiration date, such party shall give written notice at least sixty (60) days prior to said expiration date of such intention. In the absence of any such notice, this agreement shall continue in effect until canceled by sixty (60) days notice of either party.

This Agreement is subject to the approval of the International President of the International Brotherhood of Electrical Workers and such approval does not, however, under any circumstances, make the International responsible for the observance of this contract or any breach thereof.

Totality of Agreement

Section 19.2. This Agreement contains all the provisions agreed to between the Company and the Union concerning wages, hours and other terms and conditions of employment. All prior agreements, understandings, past practices, including those written and signed by the Company and the Union, shall terminate upon the effective date of this Agreement. No understandings, undertakings, past practices, amendments or modifications of this Agreement shall be valid unless it is agreed to by the Company and the Union, reduced to writing and properly signed by both parties.

Mid-Term Bargaining

Article 19.3. Upon written agreement by the parties, any Article of this Agreement may be reopened for permissive bargaining during its term. The written notice should include the specific provisions of the contract to be negotiated. In the event of mid-term negotiations, the provisions of Article II, (No Strike/No Lockout) will remain in effect.

Savings Clause

Section 19.4. If any provision or part of this Agreement is in conflict with any applicable federal or state law or regulation, such provision shall be deleted from this Agreement or shall be deemed to be in effect only to the extent permitted by such law or regulation. In the event that any provision of this Agreement is thus rendered inoperative, the remaining provisions shall nevertheless remain in full force and effect.


SIGNED FOR

REXEL, INC.

Caroline Becker
Sr. VP Human Resources

SIGNED FOR

**LOCAL UNION NO. 1 OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, AFL-CIO**



Frank D. Jacobs
Business Manager

APPENDIX "A"
COMPANY WORK RULES

It is important that everyone treats others with consideration and respect. We want this to be a good place to work. To avoid confusion and misunderstanding about satisfactory conduct, we have adopted the following rules and disciplinary action for violations thereof. It should be noted that the rules below are not all inclusive. The omission of some will not prevent appropriate disciplinary action for conduct considered improper under common sense standards.

A. Violations of the following could result in immediate discharge:

1. Dishonesty - Such as falsification of personnel records, time cards or other company records; stealing.
2. Fighting, inciting a fight or threatening others.
3. Use, possession, or being under the influence of an illegal substance or alcoholic beverages during the work day.
4. Insubordination.
5. Sleeping during working hours.
6. Sabotage.
7. Possession of firearms, explosives or weapons on company property.
8. Being absent over three days without notification to company.

B. Violation or offenses, such as these listed below, will result in progressive discipline such as a written warning for the first offense, disciplinary layoff for the second related offense or two separate violations, and discharge for the third offense or three separate violations:

1. Inattention to duties or carelessness, defective or improper work.
2. Misuse of company time such as loafing, visiting or talking to employees who are still working, etc.
3. Using abusive, profane, discourteous or false or malicious language in the warehouse or concerning any employee or supervisor of the Company.
4. Improper or immoral conduct such as gambling, horseplay, indecency, tampering with bulletin boards or creating a nuisance or disturbance on Company property.
5. Excessive absenteeism or tardiness or failure of employees to inform Company before scheduled starting time of unexpected absence or tardiness.
6. Starting work (such as getting work ready, getting supplies, etc.) prior to starting time or quitting work prior to quitting time or working overtime without permission.
7. Punching time clock more than five minutes before starting time or failing to be at your work station when scheduled to begin work.
8. Incoming or outgoing personal telephone calls are prohibited during working hours except in case of emergency.
9. Solicitations of any kind, including but not limited to solicitations of merchandise, collection boxes, membership contributions, "Chances," during working time since working time is for work.
10. Distribution of literature of any kind during working time or at any time in work areas.
11. Malicious or willful destruction of Company property.
12. Wearing of clothing that is either dangerous to the wearer or offensive to others.

These rules are designed to make our company a better place to work for everyone. Whenever a number of people work together, it has been proven that rules of conduct are necessary for the group as a whole. The above rules help us to operate smoothly and efficiently and at the same time protect the rights and safety of each individual. While the above rules are not all inclusive, they do set forth the type of conduct we expect - common sense, respect and decency in our relations with one another.

BARGAINING UNIT DELIVERY AREA

