

**COLLECTIVE  
BARGAINING  
AGREEMENT**

**By and Between  
Professional Transportation Incorporated  
and**



**United Professional & Service Employees Union Local 1222**

August 1, 2023 to and including July 31, 2026

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## **PREAMBLE**

This Agreement has been negotiated through the process of collective bargaining and entered into by and between the parties in a mutual effort to stabilize employment conditions and to promote sound labor and management relations.

The Parties agree the future of PTI requires the company to be nimble to meet a challenging rail crew hauling industry environment. Key to a competitive PTI is an engaged workforce with open lines of communication at all levels of the company. The relationship between our drivers and management is critical to our success and requires a continual process of building confidence through successful cooperative actions. During the term of this Agreement the Union and Company will explore ways that management and drivers can both meet the business challenges PTI faces and improve the quality of driver's lives on and off the job.

## **ARTICLE 1 PARTIES TO THE AGREEMENT AND ITS SCOPE**

The Company recognizes the Union as the exclusive Collective Bargaining Agent for all drivers (including but not limited to road drivers, yard drivers, Multi-Purpose Vehicle (MPV's), and Lead Drivers) and Branch Administrators but only in their capacity in performing their driving responsibilities at all of its locations throughout the United States except those Branches and Drivers represented by another Union.

Excluded from this Agreement are all office, clerical, professional employees, guards, dispatchers, branch managers and assistant branch managers. The parties agree to discuss any changes to the included and excluded positions and locations above as business necessitates. Excluded positions are non-driving positions.

Upon written request by the Union, the Company will recognize the Union without an NLRB election if the Union secures a simple majority of authorization cards of the Employees in the currently unrepresented location (card check recognition). Such location will become part of this Agreement.

This Agreement shall be binding upon the parties and their successors pursuant to existing federal labor laws. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, etc. of the operations covered by this Agreement.

### **Section 1. Company**

The Company is Professional Transportation, Inc. The Employees covered by this Agreement shall constitute one (1) bargaining unit for the purpose of collective bargaining.

### **Section 2. Union**

The Union is United Professional & Service Employees Union Local 1222, Transportation Division.

### Section 3. Transfer of Company Title or Interest

This Agreement shall be binding upon the parties and their successors pursuant to existing federal labor laws. In the event the Company's business or operation or any part of either are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, etc., of the operation covered by this Agreement. Such notice shall be in writing with a copy to the Union at the time the seller, transferee, etc., executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including the financial details.

## **ARTICLE 2 RECOGNITION, UNION SHOP AND CHECK-OFF**

### Section 1. Recognition

- A. The Company recognizes and acknowledges that the Union is the exclusive representative of all Employees in the classifications of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act. This provision shall apply to all present and subsequently acquired operations of the Company.
  
- B. All members of the Bargaining Unit shall retain the right to become members of the Union. Each member of the Bargaining Unit shall, as a condition of employment, become and remain a member of the Union on and after the 30th day following the beginning of their employment or the effective date of this Agreement, whichever is the later. This provision shall be enforced to the extent permitted by law. The Company, upon hiring, will provide employees with a Union membership/dues authorization form (and information on how they can also complete this card online). Any Employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided, shall be terminated seventy-two (72) hours after his Company has received written notice from an authorized representative of the Union, certifying that membership has been, and is continuing to be, offered to such Employee on the same basis as all other members and, further, that the Employee has had notice and opportunity to make all dues payments. However, no provision of this Section shall apply in any state to the extent that it may be prohibited by state law.
  
- C. Each Union Steward and Branch Manager will be provided with a copy of the collective bargaining agreement at Company cost. All bargaining unit employees will be provided with information about how they can access the collective bargaining agreement on the Company's website.

### Section 2. Check-Off

The Company agrees to deduct from the pay of all Employees covered by this Agreement the dues and/or initiation fees of the Union in the first payroll period after the 31st day following the beginning of their

employment and agrees to remit to United Professional & Service Employees Union, Local 1222, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779 all such deductions (within ten (10) days of the employees bi-weekly payday) for which the deduction is made, effective upon receipt of individually signed voluntary check-off authorization cards. The Union shall notify the Company of any dues/initiation fee changes. Each remission shall be accompanied by notice to the Union of the amount transmitted for each and every Member of the Bargaining Unit (including when such amount is zero), and the amount earned by such Member of the Bargaining Unit. The Union shall further be notified of the reason for non-transmission, as soon as practicable but no later than 10 days after the bi-weekly payroll deduction. The Company will no less than on a monthly basis transmit to the Union a list of Union- eligible employees, their employee number, employee e-mail address, hours worked, employment location, in a Union security state or not, address, phone, service date, employment status (active, on- leave, etc.), if they have or have not executed a Union authorization/dues deduction form and if the employee is a new hire. The Company to develop a system to verify if members have paid dues each month, and if not, review why. Union will be advised of reasons why dues were not deducted in these situations.

- A. The Company will distribute to all current employees, and new employees at the time of employment, a jointly agreed to statement by the parties that indicates their mutual goals of maintaining a place of employment that respects and honors the Union's lawful place in the workplace and the Union's interest in a financially successful enterprise.
- B. At the time of employment, the Company shall suggest that each newly-hired Member of the Bargaining Unit voluntarily execute a check-off authorization form. A copy of the form shall be forwarded at the time of signing to the United Professional & Service Employees Union, Local 1222, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779.
- C. The Company and its agents shall at all times acknowledge employees' rights to belong to the Union and be neutral regarding Union membership.
- D. The International Union shall notify the Company in writing of any Member of the Bargaining Unit who, or agent of management that, is in violation of any of the provisions in this section. In addition, the Company shall inform, in writing, any Member of the Bargaining Unit when he/she is not in compliance with their duty to pay his/her required dues amount, and the possible consequences of this non-compliance, including possible discharge.
- E. Where an employee is off work and returns without a break in service under Article 10, their union dues will be resumed. Where an employee incurs a break in service under Article 10, the employee will need to opt back into union membership. Where the parties agree to reinstate an employee under the provisions of the CBA, the union dues will be resumed upon return to work.

### **ARTICLE 3 MANAGEMENT RIGHTS**

The management of the business of the Company and the direction of its employees are the exclusive responsibilities of the Company, and it is understood and agreed upon by the Union that except as abridged by a specific provision of the Agreement, the Company reserves and retains the right to exercise

solely and ultimately all its inherent rights as provided by law. Those include but are not limited to all rights to take measures and establish rules that the Company deems necessary to promote an orderly, efficient and economical operation of its business and to establish the extent, means and method of operation. The exercise of all lawful Management Rights that are not abridged by a specific provision of this agreement shall not be subject to Arbitration under the Arbitration provision of this Agreement, unless an Arbitrator decides that the grievance filed by the Union established otherwise.

## **ARTICLE 4 ECONOMICS**

### **Section 1. Wages for employees employed prior to ratification.**

Wages and wage increases:

	<b>Years</b>	<b>Upon Ratification</b>	<b>June 1, 2024</b>	<b>June 1, 2025</b>
<b>Level 2</b>	61 days – 1 Year	1.00%	-----	-----
<b>Level 3</b>	1 Year + 1 day – 3 Years	2.25%	2.50%	2.50%
<b>Level 4</b>	3 Years + 1 day – 5 Years	3.00%	2.50%	2.50%
<b>Level 5</b>	5 Years + 1 day – 9 Years	3.00%	2.50%	2.50%
<b>Level 6</b>	9 Years + 1 day – 12 Years	3.00%	2.50%	2.50%
<b>Level 7</b>	12 Years + 1 day and above	3.00%	2.50%	2.50%

The above rates are minimum rates across all PTI Branch locations. Rates are Branch specific and depend on a number of factors including state law, area, trip configuration, PTI’s ability to recruit. Rates may be more or less in each category than another Branch, subject to minimum rates. Level system remains in place for employees employed prior to ratification. The increases in Section 1 become part of the Level wage scale. On October 1, 2023, pursuant to an agreement between the parties, certain locations were increased by 1.5%.

The Company will correct “compressions” between existing Levels, so each level is an increase before the lower one. The Company and the Union have agreed to an adjusted wage scale for all locations as provided by the Company on June 13, 2023.

### **Section 2. Wages for employees hired after ratification.**

General Wage increases:

June 1, 2024	+2.50%
June 1, 2025	+2.50%

Level system is eliminated for employees hired after ratification. Post-ratification employees, hired within 90 days prior to one of the two general wage increases listed above, will have their rates increased by that general wage increase upon completion of 90 days of employment (i.e., increased to the Standard Location Rate).

General wage increases do not raise the branch hiring rates for employees hired after ratification, however the Company will create a “Standard Location Rate” for each location, that reflects the general wage increases once a post-ratification employee has become eligible for those increases. This will result in two wage scales for each location. A pre-ratification scale with Level’s intact, and a post-ratification scale that reflects a “Hiring Rate” and a “Standard Location Rate”.

Seniority additives for employees hired after ratification once they individually reach certain seniority levels are as follows:

0 – 2 years	Base Rate
After 2 years	+2.0%
After 4 years	+2.0%
After 9 years	+2.0%

The seniority additives and general wage increases replace the level system for employees hired after ratification.

### Section 3. No Reduction in Wage

No employee shall suffer a reduction in wages because of the rates listed above. If, during the term of this Agreement, employees of the Company covered under another labor organization, receive any terms and conditions of employment, excluding any prior contractual agreement, which exceed those terms and conditions contained in this Agreement, then the employees covered under this collective bargaining agreement shall receive the higher terms and conditions of employment. The Company will provide each location a Wage Table that reflects the contractual increases contained in this agreement prior to April 1 of each contract year.

### Section 4. Minimum Wage Levels Differential

Level 1 rates will be a minimum of 1.25% above any state/federal minimum wage. Any Level 1 rate already above this amount will not be adjusted. Level 2 rates will be a minimum of 1.25% above Level 1 rates at all locations. In any event, wage rates will be \$0.30 higher than the Federal or State minimum wage rate until such time as the minimum wage for the location reaches \$15 per hour at which point the differential will no longer be added to the wage rate.

The Company will maintain the differential between Levels and the differential between Location Job Titles, unless negotiated otherwise with the Union. While the Level system is eliminated for new hires, this provision remains in effect for the Job Title protection. This provision will be effective for any Minimum Wage changes as of May 31, 2023.

### Section 5. Probationary Employees

New employees, from their last date of hire, shall be on probation for the first sixty (60) calendar days of their employment, uninterrupted by any type of service break, during which time they will be termed



"probationary" employee. Probationary employee service with the Company may be terminated at any time by the Company in its sole discretion, without recourse to the Grievance and Arbitration Procedure. During the probationary period, an employee shall not be eligible for benefits, unless expressly provided otherwise. Upon completion of the probationary period, the new employee's seniority date shall be his/her most recent date of employment, subject to the bridging of service provisions of Article 10.

- A. Upon the completion of an employee's probationary period, any disciplinary items will be removed from their record.
- B. If an employee requests a second probationary period when facing termination for policy violations during the first year of employment, the employee will be granted a sixty (60) day last chance probationary period. Employees will carry their full disciplinary record with them during this period. If they successfully complete the second last chance probationary period, they will be continued in employment and any disciplinary items will be removed from their record.

## Section 6. Enhanced Hiring

The Company will copy the Union on approvals of hirings above new hire rates. Employees hired in this manner are at a pay level for rate purposes only and must meet the requirements of any other provision of this agreement to enjoy those specific benefits.

In the event the Company chooses to hire any employee without prior crew haul experience at a branch location at a rate higher than the Branch Hiring Rate, existing employee(s) at that branch, with a pay level rate less than the new hire(s) pay rate, will be adjusted to match the new hire(s) rate. With regard to new hires with prior crew haul experience, the employee may be paid a base rate of 2.5% above the hiring rate with no further adjustments necessary to other employees.

## Section 7. Overtime

The overtime provisions of this Section apply only to hourly employees of the Company. Time and one-half rate shall be paid after forty (40) hours in any one (1) week, but overtime shall not be paid twice for the same hours worked.

## Section 8. Bereavement Leave

- A. All employees shall receive up to three (3) days off, without pay, to attend or make preparations for the funeral of their Father, Mother, Step Parents, Brother, Sister, Child, Step Child, Spouse, Domestic Partner or Grandparent/Grandchild. Employees will be granted an additional day off without pay with at least a twenty-four (24) hour advance notice to the Company. If the employee is eligible for paid vacation the Company agrees to allow the employee to use their paid vacation time as paid funeral leave.
- B. Employees with seniority (employment with PTI) of more than one (1) year will receive up to three (3) paid days off to attend or make preparations for the funeral of their Father, Mother, Step Parents, Brother, Sister, Child, Step Child, Spouse or Domestic Partner. Employees will be granted an additional two (2) days off without pay with at least twenty-four (24) hours advance notice to their Supervisor. Employees that do not qualify for paid bereavement will be granted up to three (3) days off without pay.

- C. The Company reserves the right to request proof of death and attendance at the funeral.
- D. Employees on bereavement leave will be returned to exactly the same position and pay/benefit levels that they enjoyed prior to the leave, unless the basis for the position/pay/benefit level has changed. In that case, the provisions of this agreement will be applied to the position/pay/benefit level upon return.

## Section 9. Pay Period

- A. All Employees covered by this Agreement shall be paid in full a minimum of once every two weeks.
- B. Employees hired after April 1, 2012, will receive their pay by Direct Deposit, Pay Card or other EFT payment. These employees shall have their itemized statements (pay stubs) on-line.
- C. Employees hired prior to April 1, 2012, shall have the option to be paid by Direct Deposit, Pay Card or other EFT payment. These employees shall have the option to receive itemized statements (pay stubs) on-line instead of the current written form.
- D. The Company will abide by all Federal Law(s) regarding Employee pay, as they apply to laid off or discharged employees.
- E. In the event an employee's pay is incorrect due to an error on the part of the Company it is agreed the Company will resolve the issue based on the following guidelines and parameters. If a payroll inquiry is received by the Company for an error greater than fifty dollars (\$50.00), the Company will ensure the shortage is corrected within five (5) normal business days and will be direct deposited in the employee's account.
- F. In cases where a driver's pay is incorrect due to an error on the part of the driver, payroll inquiries will be processed as soon as possible, but no longer than the next regular pay period after the payroll inquiry is received. Correction checks will be direct deposited into the employee's account.

## Section 10. Jury Duty

- A. When an Employee with one (1) or more years of service is summoned for jury service, he shall be excused from work for the days on which he reports for jury duty (maximum ten (10) days/each rolling three (3) years). He shall receive for each day on which he so reports and on which he otherwise would have worked, the difference between his normal straight time pay for that day and the payment he receives for jury service. However, no payment shall be made under the provisions of this Article to any Employee summoned for jury service unless he has informed the Company before this first day on which he is required to serve on the jury of his jury summons.
- B. Before payment shall be made under this section, the employee shall present to the Company

proof of his summons for service, and of the time served and the amount of pay received. When an employee is released for a day or part of a day during any period of jury service, he shall report for work.

## Section 11. Cell Phone

The Company will promote discounts available to PTI drivers on various cell phone plans on the driver's website.

## Section 12. Lead Driver

During the term of this Agreement, the Company shall have the right to establish one or more Lead Driver positions at the covered locations. Lead Drivers will be considered bargaining unit employees covered under this Agreement in all respects. Lead drivers are not supervisory and shall have zero supervisory powers, including making the hiring decision, administering, or recommending discipline, making the decision on scheduling, or selecting others for work. Employees shall not be required to accept the designation of Lead Driver. The selection of employees to be designated as Lead Drivers is left to the sole discretion of the Company and shall be based on the Company's evaluation of the employees' respective qualifications, except that where the Company deems two or more employees equally qualified, the most senior employee shall be offered the designation. Drivers are encouraged to notify Management of their interest to be considered for a Lead Driver position at any time. The Company will make the Job Description available on the driver's website. However, the Job Description shall in no way require a bargaining unit employee to engage in supervisory activities such as hiring, firing, responsibly directing, scheduling work or effectively recommending discipline for other bargaining unit employees. Employees designated as Lead Drivers shall be entitled to their regular hourly rate of pay plus a premium of no less than \$0.50/hour for all administrative hours worked. Employees who are divested of the Lead Driver designation, either at their request or on the Company's decision, shall forfeit the Lead Driver premium.

The Parties agree to meet and confer to discuss any issues regarding the Lead Driver classification.

# **ARTICLE 5 WORK SCHEDULES**

## Section 1. Work Week

The work week for payroll purposes will be one hundred sixty-eight (168) consecutive hours, commencing Wednesday at midnight through Tuesday at 2400 hours.

## Section 2. Schedules

Work Schedules are dictated by the Company's customer(s) and could vary from location to location. The Company may need to modify the normal work schedule from time to time. However, the Company will make a reasonable effort to adhere to the following schedule:

1st Shift	7:00 a.m. to 3:00 p.m.
2nd Shift	3:00 p.m. to 11:00 p.m.
3rd Shift	11:00 p.m. to 7:00 a.m.

### Section 3. Work and Overtime

The Company will make a reasonable effort to offer excess work available to employees scheduled to work less than forty (40) hours first before it is offered to other employees. Should overtime (for hourly employees) be necessitated by the Company, it will make a reasonable effort to offer said overtime to the senior qualified employee on a rotating basis (i.e., most senior gets first opportunity) .

The local Steward and local Management will meet as needed and agree on a fair method of assigning overtime. Upon agreement with the Company and the Union, such shall become part of this Agreement.

### Section 4. Road Work Assignment

- A. Road work assignments shall be assigned on a "first-in, first-out" rotation basis.
- B. In non-Hours of Service situations, where overtime will be incurred, the Company will follow the process in Section A.
- C. Upon request of a Steward, the Company will provide a report of the last 24 hours location trip activity. Additionally, the Company will notify all Branch Managers annually of the requirement to provide this report and instructions on how to access it on its system.
- D. In future IVR system upgrades, the company will consider adding the ability of drivers to see all other drivers and their positions on their smartphones in real time.

## **ARTICLE 6 GUARANTEES**

### Section 1. Daily Wage

- A. Employees called in for "in-yard" shuttle work, other than on regularly scheduled shift, will receive a minimum of two (2) hours of pay at his/her normal base rate, or the applicable rate of pay for hours worked, whichever is greater.
- B. Employees reporting for "in-yard" shuttle work on his/her scheduled work shift and are sent home, without notice, due to lack of work, will receive two (2) hours of pay at his/her regular base rate or pay for actual time worked, whichever is greater.
- C. Over-the-road drivers will receive a minimum of two (2) hours of pay at their normal base rate for runs less than two (2) hours.
- D. For the balance of the two (2) hours not spent driving, all drivers may be assigned jobs determined

by the Company such as fueling, washing vans, general cleaning of vans, changing light bulbs and headlights, etc.

## Section 2. Injured on Job

An employee who was injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at his/her applicable rate for the balance of his/her regular shift/run on that day.

# ARTICLE 7 HOLIDAYS

## Section 1. Holidays

- A. Hourly employees, who have completed their 60-day probationary period, will be eligible for holiday pay for work performed on the following holidays:

New Year's Day, Memorial Day, Fourth of July,  
Labor Day, Thanksgiving Day, and Christmas Day

## Section 2. Holiday Compensation Rates

- A. Over-The-Road Drivers:

- i. Eligible OTR drivers that work within the 24-hour holiday period (12:00 Midnight through 12:00 Midnight) will be compensated at one and one-half their standard rate for time spent working on the holiday.

- B. Scheduled Hourly Employees:

- i. Eligible shuttle drivers that work within the 24-hour holiday period will be compensated at one and one-half their standard rate for time spent working on the holiday.
- ii. Christmas Day is a paid holiday for all employees with three (3) or more years of service. Employees eligible for this benefit that work on Christmas day will be paid two (2) times their normal rate plus the Holiday pay.
- iii. Employees with five (5) or more years of service shall receive four (4) hours of pay for Christmas Eve.

## **ARTICLE 8 PERSONAL DAYS**

### **Section 1. Days Off Without Pay**

Each employee shall be allowed, with advance notice of five (5) days, to schedule up to three (3) days off, without pay, during each year. Such days shall be normally scheduled work days and will not be counted as days absent by the Company.

### **Section 2. Personal Days**

Employees with seniority (employment with PTI or as a result of the bridging language in Article 10, Section 6) of more than one (1) year will receive one (1) paid Personal Day. Employees with at least three (3) years of service shall receive two (2) paid personal days. Employees with at least five (5) years of service and above shall receive three (3) paid personal days.

### **Section 3. Personal Day Pay Calculation**

Drivers will receive 8 hours at the hourly pay rate. Employees working 12 hour shifts as scheduled duty will be paid 12 hours at the hourly pay rate.

## **ARTICLE 9 VACATIONS**

### **Section 1. Eligibility for those employees employed prior to ratification.**

- A. Employees must have at least one (1) full year of continuous employment with the Company. Employees will become eligible for paid vacation on the anniversary date in the year in which one (1) full year (12) months of continuous employment is complete. The amount of vacation is based on the number of years of continuous employment the employee has achieved:

<b>YEARS OF CONTINUOUS EMPLOYMENT</b>	<b>VACATION</b>
1 – 3 Years	1 Week
4 – 6 Years	2 Weeks
7 – 9 Years	3 Weeks
10 Years	4 Weeks
15 or more Years	5 Weeks

### **Section 2. Eligibility for those employees hired after ratification.**

- A. Employees hired after contract ratification will become eligible for paid vacation based on the below schedule. After their initial six months, the amount of vacation years earned is based on the number of years of continuous employment the employee has achieved on an anniversary year basis:

<b>Seniority (in Years)</b>	<b>Paid (Days)</b>
6 months	1
1 - 2	5
3 - 4	6
5 - 7	8
8 - 9	9
10 - 12	12
13 - 15	13
16 - 19	14
20 +	15

### Section 3. Vacation Pay

Vacation pay will be based on the employee's last 12 months' average weekly hours worked prior to the anniversary date, paid at the employee's current hourly pay rate. Vacation payments will be made on the pay date immediately prior to the employee's scheduled vacation period.

### Section 4. Vacation Scheduling

- A. Eligible employees will submit their vacation request on the Company's Vacation Request form to the location manager no later than thirty (30) days prior to the employee's planned vacation of each year. Requests will be accepted by the Company prior to the actual eligibility date of the vacation date requested.
- B. Every reasonable effort will be made to honor the employees' vacation preference. However, where scheduling conflicts arise, the location manager will administer vacation scheduling, giving preference to the employee with the longest term of continuous employment. The Company will provide written notice that it has granted or denied an employee's vacation request within seven (7) days of receiving such request, but in any case, prior to the date of the vacation being requested. Should the Union be made aware of an employee having scheduling or pay issues, the Union can send those issues directly to PTI's Chief Operating Officer or President.
- C. The location manager will administer scheduling in such a manner that the required service to the customer is maintained.
- D. At the discretion of the location manager, employees may be given the option to work through their scheduled vacation and receive the appropriate vacation pay.

- E. Vacation must be used within twelve (12) months of the employee's anniversary date.
- F. Should an employee be prevented from using a vacation week due to management denial of requests, the unused vacation may be taken in the first six months of the succeeding year.
- G. Unused accrued vacation will not be paid upon separation from employment.
- H. The Company will not accept notice of voluntary separation with all, or part of the notice being used as vacation.
- I. Employees will be allowed to request payment in lieu of vacation for more than one week at a time, however it will be paid out across the pay periods (i.e., two weeks per each two-week period).

## Section 5. Vacation Entitlement Notification on Pay Stubs

The Company will endeavor to utilize the Paycom pay system (or similar software) to communicate to drivers, the number of hours they have available to them for payment of vacation time and personal days. An employee will be granted vacation based on their actual current accrual at the date of the requested time off, not by any enhanced notification process. Vacation pay will be based on the employee's last 12 months' average weekly hours worked prior to the anniversary date, paid at the employee's current hourly pay rate. Vacation payments will be made on the pay date immediately prior to the employee's scheduled vacation period.

# **ARTICLE 10 SENIORITY**

## Section 1. Seniority Rights

- A. Seniority will be recognized by both Company and Location. Company Seniority will apply to such items as length of vacation and Company benefits, and Location Seniority will apply to items such items as overtime, job and vacation bidding. When more than one (1) employee has the same seniority starting date, the order of placement on the seniority list shall be determined by the first letter of the employee's last name and the employee with the alphabetically earliest last name shall be considered the "senior" employee. An employee's seniority shall terminate and he/she will be terminated and taken off the payroll if:
  - i. The employee quits;
  - ii. The employee is discharged for just cause;
  - iii. The employee fails to return to work after a layoff within the first seven (7) consecutive normally scheduled working days after issuance of PTI's Notice by Registered or Certified Mail to the last known address of such employee as shown on the PTI's records unless the employee's failure to do so can be justified to the Company's satisfaction;



- iv. The employee gives a false reason for a Leave of Absence or engages in other employment during any such Leaves;
- v. A settlement with the employee has been made for total disability;
- vi. The employee is retired from the Company;
- vii. The employee is laid off for continuous period of one (1) year, or the length of his/her seniority, whichever is less;
- viii. The employee is off from his/her regular job due to illness, or injury, for any reason for two (2) years; or
- ix. An employee who accepts a position outside the bargaining unit after the effective date of this Agreement shall forfeit his/her seniority if he/she does not return to a bargaining unit position within seven (7) calendar days of having accumulated six (6) months outside the bargaining unit. This provision will be discussed with impacted employees prior to the expiration of their seniority.
- x. Employees transferring to a new location will have seniority restored for job bidding purposes one (1) year after transfer.

B. When a job assignment becomes vacant, the most senior employee bidding for the position shall be awarded the position. Each employee awarded a job under this Section shall have up to ten (10) working days to qualify for that job. Should he/she disqualify himself/herself or should the Company disqualify him/her during the ten (10) day period, the employee shall be returned to his/her former job. The Company shall use the appropriate provision of the CBA to fill the impacted job during the ten (10) day qualifying period. Proceeding the ten (10) day qualifying period referred to above, each employee shall be provided four (4) four-hour training sessions. The Union will be given a copy of the bargaining unit job descriptions. Newly established bargaining unit jobs will be first discussed with the Union committee and the bidding procedure followed as outlined in the CBA. When the parties recognize that the customer is consistently requesting over the road assists but does not order that service as a permanent DYV, a temporary OTR bid may be posted for those hours.

- i. Should a unit vacancy occur, the Company shall fill that vacancy from the available work force before hiring from the outside. The vacancy shall be posted or otherwise made known for seven (7) calendar days, during which time all employees wishing to be considered for the opening shall bid for that vacancy on a bid sheet furnished by the Company. The Company shall award the job to the senior employee with the ability to perform the available work when the job is bid. The name(s) of the successful bidder(s) will be posted immediately thereafter for a period of forty-eight (48) hours. In the case of branch locations where no office exists to post notices, etc., the Company shall make every effort to inform employees.

- ii. If a vacancy should occur without allowing management sufficient time to properly post a bid in order to fill the position, management may temporarily fill the position by utilizing a Utility person when on days off or a scheduled road day before going to the overtime roster. In an emergency situation, the Company shall be allowed yard crews within the yard or take an over-the-road trip assignment. An emergency shall be defined as a lack of any available full-time or part-time driver as of the need time.
- C. Non-Bargaining Unit Employees shall be allowed to fill in for Bargaining Unit employees due to vacations, sickness, incidental absence, or emergencies. It is understood that the exceptions provided herein shall not be used to allow a non-bargaining unit employee to replace a Bargaining Unit employee.
- D. Employees not working, but still accruing seniority, will have the right to bid on vacancies that occur during their absence from work, however it is the employee's responsibility to stay aware of vacancies. Should a vacancy be awarded in this manner, the position will be listed as temporary until the employee returns to work.
- E. Illness & Injury
- i. A position vacated by an ill or injured employee will be temporarily bid and awarded based on seniority rules. Upon return, the affected employee must provide proof that he/she meets all Company and customer requirements to perform his/her job functions.
  - ii. An employee returning from a sickness or injury will be returned to the same position, pay and benefits levels they enjoyed prior to their sickness or injury. Should the basis for the prior position/pay/benefits changed, the employee will be placed where they would have been by applying the applicable collective bargaining agreement provisions.
  - iii. When an employee is off for illness or injury, it is the obligation of the employee to contact the Branch Manager on an at least quarterly basis to inform the Company of his/her intent to return. The Company will take into consideration circumstances that reasonably prevented notification. Should an employee not maintain quarterly notification, the Company will send a letter to the employee's last known address, by certified mail, that advises the employee of the obligation to report quarterly. Should an employee not respond within ten days, their bid position will be posted and filed as a permanent vacancy. The employee maintains all other seniority and contractual rights.

## Section 2. Posting List

A list of Employees arranged in the order of their seniority and hiring date shall be posted in a conspicuous place at their place of employment. The most current seniority list, by branch location will be posted on the Driver Website in a print-only format. A copy of updated lists will be provided to the USW LU 7234 President. Seniority, for location promotional purposes, is defined as being on a location basis and will be posted as such, in each location where the Company has an office.

### Section 3. Layoffs

If a reduction in the working force shall become necessary, such layoff shall be in accordance with the employee's location seniority and a notice of twenty-four (24) hours will be provided the employee if the Company is provided the notice that prompts the layoff at least forty-eight (48) hours in advance. When it becomes necessary to reduce the working force, the last employee hired shall be laid off first; and when the force is again increased, the Employees are to be returned to work in the reverse order in which they were laid off.

### Section 4. Purchase of Interest

The Company shall not require, as a condition of continued employment, that an employee must purchase or assume any proprietary interest or other obligation in the business.

### Section 5. Leave of Absence

The Company shall be notified, in writing, at least five (5) working days in advance of a leave of absence. Upon request by the employee, the Company may grant a leave of absence to an employee for family emergencies or personal reasons. Leave of absence will be granted only after vacation days and personal days have been exhausted. During the leave, the employee must make weekly contact with the Company to report his or her current status. The Company retains the right to terminate the leave with one (1) week notice to the employee and request his or her return to work. This Section is not intended to conflict in any way with the provisions of the Family and Medical Leave Act, where applicable.

### Section 6. Bridging of Service

- A. Where current employees have worked for a predecessor Company in a location where PTI now holds the service contract, those employees' seniority with the prior Company will be added to their PTI seniority for promotional purposes.
  - i. This will not result in an immediate change in bids or relative seniority standing, however it will be applied to any seniority events subsequent to the effective date of this Agreement.
- B. Employees, once they attain one (1) year of PTI seniority will have their seniority with a predecessor company added to their PTI seniority for all purposes, consistent with their status as a "pre" or "post" ratification employee.
- C. Where the Company does not have reliable information regarding seniority dates, employees will be asked to provide relevant information and the parties will make a good faith effort to reconstruct the relative seniority standing of employees and their original hire dates. Where this process does not make a seniority date clear, the Company will make the determination.

## Section 7. Seasonal Employees

- A. Seasonal employee means a Driver who annually recurs periods of work of less than 13 pay periods each calendar year. Seasonal employees are permanent employees who are placed in non-duty/non-pay status and recalled to duty in accordance with pre-established conditions of employment.
- B. A seasonal employee may, with prior approval, be granted leave from his/her regular branch. If an employee requests seasonal leave, an agreed upon return date will be agreed upon and his/her position will be temporarily filled. If a seasonal employee does not return on the agreed upon date, his/her shift will be permanently bid. Management will agree to a delayed return where there is an issue that reasonably would prevent a return on the agreed-to date.
- C. While on seasonal leave, the employee may work at another branch without loss of home branch seniority. The seasonal employee will retain his/her seniority and other contractual rights, but may not bump an incumbent of the non-regular branch.
- D. If the employee does not work for the Company while on seasonal leave, upon return, he/she must complete a drug screen, driving test, an MVR review and all required training that was missed while on seasonal leave.

## **ARTICLE 11 UNIFORMS**

The Company does not require Employees to wear uniforms. If such does become the case, the Company would agree to negotiate with the Union over the mandatory wearing of uniforms by its Employees. Union buttons, hats, clothing, and patches are permissible.

## **ARTICLE 12 STEWARDS**

### Section 1. Number

A maximum of two (2) Stewards per location may be appointed by the Union where it deems one or more necessary.

### Section 2. Authority

The Company recognizes the right of the Union to designate stewards. Stewards have no authority to take strike action, or any other action interrupting the Company's business, such as work stoppages, slowdowns, or refusal to handle work, except as authorized by official action of the Union. The Company recognizes these limitations upon the authority of stewards and shall not hold the Union liable for any unauthorized acts. The Company in so recognizing such limitations shall have the authority to impose

proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

### Section 3. Steward Conference/Training Days

The Company shall provide up to two (2) paid days annually for up to ten (10) stewards (twenty (20) days total) to attend Union conferences and training. The Union will provide fifteen (15) days' notice to the Company.

## ARTICLE 13 SUBCONTRACTING

It is agreed and understood that there will be no contracting out of work, provide there are equipment and employees available to perform the work. However, the Union recognizes that at some locations it is not profitable to employ employees or maintain equipment. In those cases, it will be necessary to sub-contract the work in order to provide service to the customer(s) of the Company according to its contract(s). The Company will notify the Union when this/these situation(s) arise.

Non-Bargaining Unit employees of the Company may be utilized to fill in for regular assignments if there are no available Bargaining Unit Employees to perform such work.

## ARTICLE 14 MEDICAL PLAN

### Section 1. Limited Medical Benefit Plan

The Company will offer the "Limited Medical Benefit Plan" as described in the document titled "Group Limited Indemnity Insurance Policy" (Beazley Plan).

- A. Participants who elect to enroll will pay tax deferred contributions via payroll deductions every 2 weeks according to the following schedules based upon years of service.

#### **60 days of service – but less than 1 year of service**

<b>Beazley</b>	<b>Base</b>	<b>Enhanced</b>
Employee Only	\$ 25.97	\$ 66.78
Plus spouse	\$ 73.46	\$ 143.58
Plus children	\$ 54.41	\$ 106.61
Family	\$ 99.02	\$ 193.95

### **Greater than 1, year of service**

<b>Beazley</b>	<b>Base</b>	<b>Enhanced</b>
Employee Only	\$ 6.00	\$ 38.61
Plus spouse	\$ 45.29	\$ 115.41
Plus children	\$ 26.24	\$ 78.44
Family	\$ 70.85	\$ 165.78

## **Section 2. Minimum Essential Coverage Plan**

The Company will offer the “Minimum Essential Coverage” plan (Key plan).

- A. The MEC Plan will cover all preventive services listed by HHS.
- B. Participants who elect to enroll will pay tax deferred contributions via payroll deduction according to the following schedule:

<b>Coverage Tier</b>	<b>Contribution every 2 weeks</b>
Employee Only	\$ 24.50
Employee + Spouse	\$ 38.34
Employee + Child(ren)	\$ 41.11
Family	\$ 59.53

## **Section 3. Minimum Value Plan**

The Company will offer after one year a “Minimum Value” Plan (60% actuarial value and which meets the affordability test of any updated requirement under the Affordable Care Act known as the ACA). This plan is available after 12 months of service if the employee averages at least 30 hours per week (full- time).

<b>Coverage Tier</b>	<b>Contribution every 2 weeks</b>
Employee Only	\$ 47.61
Employee + Spouse	\$ 669.13
Employee + Child	\$ 597.46
Family	\$ 1027.51

## **Section 4. Significant Changes**

If there are significant changes to health care legislation, either party can request a discussion on minimum changes necessary to maintain comparable coverage options and funding for the bargaining

unit. If no agreement can be reached, the parties agree to submit the matter to arbitration. The Company may change insurance carriers provided, however, that there will be no reductions in benefit coverage.

## Section 5. Premium Limitation

Premiums will not exceed 100% of the Plan cost.

## Section 6. Teladoc

The Company will explore offering Teladoc to its employees as long as the administrative burden is minimal, and the cost is zero.

# ARTICLE 15 401 (k) SAVINGS PLAN

The Company has established a 401(K) retirement savings plan. Following is a summary of the plan benefits:

- A. Eligible to participate after completing one (1) year of service and worked a minimum of 1,000 hours;
- B. Must be 21-years of age;
- C. Employees can defer up to the amount allowed by law;
- D. Participants age 50 and older may make pre-tax "catch-up" contributions by payroll deferral allowed by law or IRX annual maximum;
- E. Employee contributions are vested 100%;
- F. The Company will contribute on a discretionary basis. The Company contribution will be 50% of the first 4% of the individual Employees contribution;
- G. Company contributions are vested as follows:

1 year	0%
2 years	20%
3 years	50%
4 years	100%
- H. 100% vesting due to death or disability or if you retire at age 65;
- I. You may roll over distributions from other retirement plans even prior to eligibility; and
- J. 24-hour a day / 7 days a week access to retirement account through the website.

## **ARTICLE 16**

### **UNION INSPECTION AND ACTIVITIES**

#### **Section 1. Inspection**

Stewards and Business Representatives of the Union shall have access to the Company's employees at all reasonable times, with prior notification to the Company, for the purpose of adjusting dispute(s) and investigating working conditions. Business Representatives of the Union shall have access to the Company premises at reasonable times in order to ascertain compliance with this Agreement which shall include the right to inspect and audit payroll records, time cards, and sheets after written notice is given to the Company by a duly authorized Business Representative of the Union stating the nature of the investigation. Such records shall be produced at a place and time mutually agreed upon by the parties.

#### **Section 2. Activities**

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Company's business, nor shall there be any discrimination against the employee because of the Union membership or activities.

## **ARTICLE 17**

### **COMPANY WORK RULES**

#### **Section 1. Employee Responsibilities**

Each employee will be responsible for his/her production standards as determined by the Company. Each employee shall conduct himself/herself in accordance with the rules and regulations established by the Company. Each employee shall perform a full day's work. Each employee shall obey the work-related requirements and instructions of the Location Manager, and/or other Supervisor. In the event of a failure to fulfill these obligations, the employee may be subject to disciplinary action up to, and including discharge, for the first offense, if deemed serious enough in the judgment of management. Actions under this Section must be for just cause and shall be subject to the Grievance Procedure.

The Company will send a reminder of E-Rail Badge reauthorization within 30 days of their E-Rail Badge expiration.

#### **Section 2. Absenteeism/Tardiness**

Absenteeism or tardiness will not be tolerated. An employee who comes to work late or arrives late for an over-the-road pick-up after being given ample lead time may face appropriate disciplinary action.

#### **Section 3. Employee Address**

Each employee covered by this Agreement is responsible at all times for having his/her correct address and working telephone number recorded with Company. Notice to be given employees



under this Agreement when mailed to the last address on record with Company, or if phoned to the last telephone number on record with Company.

## Section 4. Conduct

- A. It is the policy of the Company that certain rules and regulations regarding Employee behavior are necessary for the efficient operation of the Company and for the benefit and safety of all Employees. Conduct that interferes with operations, discredits the Company or is offensive to customers or fellow Employees will not be tolerated. Under normal circumstances the Company endorses a policy of progressive discipline in which it attempts to provide Employees with notice of deficiencies and an opportunity to improve.
- B. An employee will be told of the alleged deficiency infraction and provided an opportunity to offer an explanation or deny the allegation prior to the issuance of the disciplinary action(s). The matter will be immediately investigated and the employee will be advised of any action to be taken within five (5) days that the matter was first brought to an employee's attention. An employee will not be disciplined until the matter has been investigated, except in cases where serious misconduct is alleged.
- C. The following are the typical disciplinary steps taken for minor offenses; however, depending on the severity of the offense, the Company reserves the right to bypass the typical steps outlined below:
- Step One    Counseling/Warning (documented)
  - Step Two    Written Warning
  - Step Three    Three (3) Day Suspension
  - Step Four    Discharge
- D. In the case of serious misconduct, immediate termination may be necessary. Some of the more serious violations of the Company's Rules of Conduct are as follows:
- i.    Unsafe driving incident that results in concerns by the Company's customer(s), passengers, other motorists, or other Employee's, or the Company insurance carrier(s)
  - ii.    Preventable accidents that result or reasonably may have resulted in injury to an employee or others and/or other than de minimis destruction of property
  - iii.    Any preventable accident with customer on board
  - iv.    Leaving without permission
  - v.    Insubordination
  - vi.    Use, sale or possession of illegal drugs off or on Company/Customer(s) property

- vii. Reporting to work intoxicated, or drinking on Company/Customer(s) premises, or being under the influence of illegal drugs on Company/Customer(s) premises; drug addiction, or unauthorized usage, or disposal of illegal drugs
- viii. In situations where a drug screen will determine if a driver is allowed to continue to work while the company investigates, a negative field drug screen will be accepted until a full drug screen result is available. This does not apply in situations where the situation would likely result in termination of the driver.
- ix. Falsification of time or of any Company document
- x. Dishonesty
- xi. Theft
- xii. Harassment of any nature of employees, Management or customers
- xiii. Interference, or abuse with an Employees' or Company's property or rights
- xiv. Carrying or having on their person or be in possession of while on duty any kind of or form of weapon(s). This is included but not limited to rifles, pistols, pellet guns, knives, (exclusive of a fold up small pocket knife) or the like
- xv. A formal request, written or otherwise by a customer that prohibits an Employee of the Company from performing the duties he/she is normally assigned to
- xvi. Unauthorized use of Company's vehicle
- xvii. Unauthorized transportation of passengers

Other posted Rules of Conduct violations will also be grounds for discipline, up to and including possible discharge without progressive discipline, if it is deemed serious enough of an offense in the judgment of Management. The Union will utilize the grievance procedure to determine the reasonableness and just cause compliance of discipline regarding cell phone violations. The Company has instituted a closer review of proposed disciplinary actions which should address the Union's concerns regarding negative minor incident actions.

The above is not an all-inclusive list but contains some of the more important role violations. Any actions taken by Management under this Article are subject to the Grievance Procedure.

E. It is further understood and agreed that any form of progressive disciplinary action that is over 18 months previous to the current policy violation will not be considered in the present discipline

procedure to the extent that prior discipline shall fall off on a rolling eighteen (18) month basis. It is the intention of the parties that when a prior record of disciplinary action falls off, any other pending or future disciplinary action shall revert back to the previous stage of the progressive discipline.

- F. The Company will provide the Union with guidelines for DriveCam violations, MVR disqualifications, background checks, and any other employee standards to which it applies. These guidelines will also be made known to all employees. The Union reserves the right to challenge these guidelines at any time they are applied.
- G. In remote locations where medical assistance is not readily available, the Company will explore providing adult CPR instruction cards to drivers.
- H. Drivers who have been banned from a certain customer may continue to work for PTI for a different customer, providing positions are available, but not necessarily in their current classification.

## Section 5. Speeding

Drivers at a safe speed is not only the safe thing to do but also required by law. Speeding is defined as exceeding the posted speed limit by 10 MPH. A speed exception or excessive speed is defined as operating a Company vehicle in excess of 80 MPH. Effective immediately the following will apply to drivers violating excessive speed policy which is defined as driving over 80 MPH:

- A. The first time a driver is observed driving over 80 MPH the driver will be reprimanded.
- B. The second time a driver is observed driving over 80 MPH the driver will be suspended for three days.
- C. The third time a driver is observed driving over 80 MPH the driver will be terminated.

Drivers who are speeding, meaning driving 10 MPH over the speed limit, will be coached in accordance with risky driver points accumulation as found in the Company's DriveCam Policy.

Drivers who are observed exceeding the speed limit or driving too fast for conditions but not identified as speeding per definition or excessive speed per definition will be coached. However, if the driver demonstrates that he or she is not responding to coaching, then corrective action will be implemented.

## **ARTICLE 18 SAFETY**

### A. General Obligations

- i. The Company will provide safe and healthful conditions of work for its employees, and will comply with all applicable laws and regulations concerning the health and safety of employees at work, and the protection of the environment. The Company will install and

maintain any equipment necessary required to protect employees from hazards. The Company and the Union will cooperate in the continuing objective of eliminating health, safety and environmental hazards, thereby preventing occupational injuries and illnesses.

- ii. The Company will ensure that all equipment is maintained in safe condition. The Company's inspection and maintenance program will give top priority to equipment that is critical to employee safety and health. The Company will install and maintain equipment required and take all necessary steps to eliminate the risks posed by faulty equipment. If necessary, such equipment will be shut down until repaired, unless doing so would create a greater risk to the health or safety of the workforce. "Equipment" in the meaning of this article includes fixed and mobile equipment, structures, and surfaces on which employees travel or work. The Company will monitor the existing 800 # for issues related to vehicle safety and will publicize the same at its branches.

#### B. Joint Safety and Health Committees

- i. A Joint Safety and Health Committee (JSHC) shall be established between the Company and the Union. The JSHC shall be co-chaired by the Director of Safety or his/her designee and a Union-level Union designee. The parties will designate a Company and a Union safety JSHC employee at each location. The parties shall designate their respective Co-Chairs and shall provide each other with updated lists of the members of the JSHC.
- ii. The Joint Chairs of the JSHC will perform a quarterly inspection of vehicles at each branch location. The Union co-chair will be paid up to a maximum of 3 hours at their wait time rate to accomplish each quarterly these inspections.
- iii. A standard form will be developed jointly by the parties for these inspections. This inspection report will be posted at the location and a copy forwarded to the co-chairs of the JSHC promptly upon completion.
  - a. Where locations circumstances make this form of inspection impractical, the Co-Chairs will determine an alternate method of assuring a safety review at that location.
  - b. The joint inspections in this section will not result in any disciplinary action against any employee.
  - c. Nothing in this section changes the existing inspection practices within the Company.

C. Stewards and JSHC location members shall attempt to resolve safety problems immediately between themselves at each location. However, if Union Stewards or JSHC location members feel a safety, health, or environment issue exists that is not being adequately addressed at a location, they may immediately email a formal safety resolution request, on a form to be jointly developed by the parties, to a Company and Union person designated by the parties and that request will be responded to within 24 hours.

D. The Company will pay all expenses and lost time for one (1) employee, designated by the Union, to attend the annual USW Health, Safety and Environment Conference. Management is encouraged to send a representative as well.

E. Nothing in this section prevents the Union or its Stewards from pursuing a grievance on a safety issue.

F. Unsafe Conditions

- i. If an employee is assigned to work changed from normal conditions, where he/she has a concern based on reasonable evidence, that it would be unsafe or unhealthy to himself/herself, a fetus, one or more co-workers, the public, the environment or where it would be contrary to applicable federal, state or local health and safety or environmental laws, regulations or codes of practice; he or she shall notify the immediate supervisor. Thereafter, he or she shall have the right, subject to reasonable steps for protecting other employees and the equipment, to be relieved from duty on that and to return to that job only when the unsafe and/or unhealthy condition has been remedied. Management will assign such employee to other available work in the workplace, consistent with this agreement, and without displacing any other employee. For the employee who refuses work and all employees affected by the refusal, there shall be no loss of pay, seniority, or benefits during the period of refusal.
- ii. No employee shall be discharged or disciplined for refusing to work as a result of exercising their rights in paragraph (a) above.
- iii. The Company will not assign that employee or another employee to the job in dispute unless it is determined, through the procedure below, that the unsafe and/or unhealthy condition has been remedied.
- iv. If the Company disputes the existence of the alleged unsafe or unhealthy condition, the JSHC co-chairs or their designees shall immediately investigate such alleged unsafe or unhealthy condition and determine whether it exists.
- v. If they do not agree, and if the Union co-chair is of the opinion that the alleged unsafe or unhealthy condition exists, the employee shall have the right to present a grievance in writing to the appropriate management representative and thereafter to be relieved from duty on the job as stated above. Such grievance shall be presented without delay directly to an arbitrator who shall determine whether an unsafe or unhealthy condition exists.
- vi. No employee who exercises his or her rights under this article will be discharged, penalized, coerced, intimidated or disciplined, or suffer any loss of pay or benefits, even if it is later determined that the alleged unsafe or unhealthy condition did not exist.

## G. Personal Protective Equipment

- i. The Company will provide all necessary personal protective equipment (PPE) when required by law or regulation, or when necessary required to protect employees from injury or illness. The equipment will be provided without cost to the employee. The Company will replace such equipment when it is damaged, worn-out, no longer fits, or when improved equipment, offering significantly greater protection, becomes available. The replacement equipment will be provided without cost to the employee.
- H. No employee will be disciplined or discriminated against in any way for suffering an injury or illness, or for reporting a symptom, injury, illness and/or accident. The Company will not establish any incentive or discipline program or policy that might discourage employees from reporting accidents, injuries, or illnesses in the workplace.
- I. No employee will be required to work when that employee has a reasonable, good faith belief that he or she cannot work safely due to fatigue.

## **ARTICLE 19 WORKER'S COMPENSATION**

The Company shall provide Worker's Compensation protection for all Employees as required by law. The Company agrees to cooperate toward the prompt settlement of employee on-the-job injury claims by promptly submitting to the Insurance Carrier the necessary information and forms required. However, it is the employee's responsibility to provide the Company with the necessary information it requires in order to expedite the employee's claim.

## **ARTICLE 20 GRIEVANCE AND ARBITRATION PROCEDURE**

### Section 1. Grievance Procedure

- A. An Employee having a grievance relative to the application or interpretation of the provisions of this Agreement, including discipline and discharge, shall present the grievance to his Branch Manager within seven (7) calendar days of knowledge of the occurrence of the grievance. The Branch Manager will give his decision on the grievance within seven (7) calendar days of the time the grievance is presented. Any resolution of the grievance at this stage shall be without precedent. If the grievance is not resolved, the grievance shall be reduced to writing and the written grievance should be referred by a Union Steward and/or Business Representative and an Operations Representative designated by the Corporate Human Resources Department within seven (7) calendar days of the Branch Manager's response relating to the grievance.
- B. An Operations Management Representative will provide a written response to the grievance within seven (7) days following receipt of the written grievance from the Union Steward. If the Union Steward and/or Business Representative and the Regional Company Representative or his

agent are unable to agree upon settlement of any grievance within these seven (7) days unless it is mutually agreed to extend this time limit, such matter shall be reviewed by a Union Staff Representative and a Corporate Human Resources Manager and the Regional Manager of Operations.

- C. Should the Union Staff Representative and Corporate Human Resources Manager fail to resolve the issue it may be submitted to Arbitration by an International Representative of Union or the Company in accordance with the procedure(s) provided in this Article.
- D. The time limit specified in this Article may be extended only by the oral or written agreement of the Company and the Union. It is agreed that any grievance that is not presented by an Employee within the time limit set forth in this Article, or as extended in accordance with this paragraph, need not be entertained by the Company and any grievance that is not referred to the next higher step within the time limits set forth in this Article, or as extended in accordance with this paragraph, shall be considered withdrawn. Failure of the Company to respond to the grievance within the time limits set forth above shall constitute a denial of the grievance by the Company.

## Section 2. Arbitration Procedure

- A. The Union and the Company shall attempt to select a permanent Arbitrator for all disputes arising out of this Agreement (with the exception of those cases that are submitted for arbitration under the Expedited Arbitration Procedure), and he/she shall be, if selected, designated in a separate Agreement. If the parties are unable to agree upon an Arbitrator, the Union and the Company shall jointly request a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Arbitrator shall be selected by the Union and the Company alternately eliminating names with the moving party striking first, the other second, and so on from the panel of seven (7) Arbitrators. The last name remaining shall be the Arbitrator. Either party shall have the right to reject one (1) panel of Arbitrators. The decisions of the arbitrator shall be final and binding upon the Company, the Union and Employee(s) involved.
- B. For discharge cases the arbitrator selected must set a hearing date for the earliest possible time. In the event of a discharge grievance the arbitrator must hear the grievance within thirty (30) days following the deadlock between the Union Business Representative and the Company Representative and render his decision within fourteen (14) days following the hearing unless otherwise agreed upon by the parties, and no briefs either post or pre-arbitration will be permitted.
- C. For grievances other than discharge, the arbitrator's awards shall be made not later than thirty (30) days from the date of the closing of the arbitration hearing or the receipt of a transcript and any briefs by the arbitrator unless otherwise agreed upon by the parties. If the arbitrator selected is not available to schedule a prompt hearing date, then the selection procedure shall be repeated immediately, and a new arbitrator selected. The arbitrator is prohibited from altering the terms and conditions of this Agreement and the decision of the arbitrator shall be final and binding. The fees and expenses of the arbitration shall be equally shared. Reasonable fees include the arbitrator's fee and per diem, court reporter fees (if used by mutual agreement), and room rentals. Court reporter fees, if mutually agreed to, will be equally shared.

D. The following Expedited Arbitration Procedure will be utilized to provide prompt and efficient handling of the following grievances that have been submitted to arbitration by an International Representative of the Union:

- i. Discipline cases
- ii. Discharge cases (at the option of the International Representative of the Union).
- iii. Non-precedent setting questions of fact as agreed upon by the parties; excluding matters of contract interpretation.
- iv. Local issues related to scheduling, overtime, performance of bargaining unit work.
- v. And other cases that the parties mutually agree are appropriate for this process.
- vi. The Expedited Arbitration hearing will be conducted as follows:
- vii. The hearing shall be informal.
- viii. No briefs shall be filed or transcripts made.
- ix. There shall be no formal rules of evidence.
- x. The Union's case shall be presented by an International Representative or a designated local representative. The Company's case shall be presented by the General Manager/Human Resources Manager or a designated local supervisor or member of management. Attorneys shall not be used by either party during the hearing.
- xi. The Arbitrator will issue a decision in each case no later than 48 hours after conclusion of the hearing and include a brief written explanation of the basis for his conclusion(s).
- xii. The parties agree to jointly attempt to develop the capacity to conduct Expedited Arbitration Hearings via the Internet or using other technology that allows remote participation by the Arbitrator, Advocates witnesses and agreed-to observers. To develop this capacity the parties may jointly select an Arbitrator for these purposes.

E. Designated representatives of the Company and Union will meet or confer on a regular basis in an effort to resolve grievances that have been submitted to arbitration. Notwithstanding any other provisions of this Article, the parties may, by mutual agreement, defer a grievance(s) to any other mutual agreed upon method of resolution including mediation.

F. Any person who is or has been an employee or consultant to the Company or the Union may not serve in the capacity of arbitrator under this Agreement.



## **ARTICLE 21 VETERANS**

The Company shall also adhere to the provisions of the Military Service and Training Act of 1951, as amended, with respect to the reemployment rights of seniority for employees who leave the employment of the Company to enter the Military Service of the United States of America.

## **ARTICLE 22 NON-DISCRIMINATION**

The Company will not discriminate in the discipline, discharge or other employment related actions because of race, sex, color, religion, national origin, sexual orientation, age, Union membership, non-Union membership or disability status. However, the Union recognizes the Company must abide by requirements that might be dictated by the Company's insurance carrier as they relate to the insured.

Any reference herein to the masculine or feminine gender shall be read as to include the opposite gender as well.

## **ARTICLE 23 STRIKES AND LOCKOUTS**

During the term of this Agreement, the Union, its officers, members, or agents will not authorize, sanction or approve any strike, work stoppage or slowdown. Any Employee violating this Article may be disciplined, up to and including termination, subject to the Grievance and Arbitration Procedures. In the event of such conduct occurring, or a threat thereof, the Union and its Officers and Agents will do everything within their power to immediately end, or avoid, the conduct prohibited in this Article. The Company agrees that it will not lockout the Employees during the term of the Agreement.

It shall not be cause for discharge or disciplinary action in the event an employee refused to enter upon any property, to go through or work behind any primary legal picket line and including legal picket lines at the Company's place or places of business.

## **ARTICLE 24 ECONOMIC STANDARDS AND GENERAL CONDITIONS**

### **Section 1. Economic Loss and Maintenance of Standards**

- A. This provision does not give the Company the right to impose or continue wages, hours and working conditions less than those contained in this Agreement, any past practice to the contrary notwithstanding.
- B. The Company shall not put into effect any new plan of an economic nature affecting Employees (such as incentive plans, sick leave schedules, piece rate plans, etc.) without first checking with

and securing the approval of the Union.

## Section 2. Extra Agreements

The Company shall not enter into any agreement or contract with its Employees, individually or collectively, or with any Union which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

## Section 3. Bonds

Should the Company require any Employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Company.

## Section 4. Passengers/Equipment Use

- A. At the discretion of the Company, over-the-road drivers may be allowed to retain the assigned vans between runs while the driver is on call. Driver van retention is subject to the personal use and fuel reimbursement policies in place as of the effective date of this Agreement.
- B. It will remain the driver's responsibility to provide his or her own transportation to the terminal when they report for duty. It will remain the driver's responsibility to provide his or her own transportation from the terminal when the driver is off call or coded out.
- C. During the time between runs while the driver remains on call, the van shall not be used for non-business purposes and no unauthorized passengers shall be transported. Unauthorized passengers shall be defined as any person not employed by the Company, and/or its customers, or authorized by the Company Management. The van is provided in order to relieve the employee from being required to make multiple trips to and from the Company Terminal during the time when the driver is on call. It will be the employee's responsibility to make the van available at Management's request for any maintenance that may be necessary.

## Section 5. Use of Technology such as GPS and Driver Requirements

The Union, the Company and the Employees recognize that the use of technology is critical to the improved efficiencies within the operations of PTI. Often, technology becomes a requirement of PTI's customers. Drivers operating vehicles equipped with Global Positioning Systems (GPS) and other related or similar technology are required to sign-in, respond to messages during the trip, sign-off at the end of trip and perform other functions as required by the Company. The Company will provide paid training for employees in need of training and will document the acknowledgment of training by employee signature.

## **ARTICLE 25 REST TIME**

The Company will prohibit any driver from operating a vehicle at any time when:

- A. Driver has completed a total of 10 hours of drive time since their last period of eight (8) consecutive hours of off-duty time.
  - a. *Drive time* is all time spent driving the vehicle (this **does not** include wait time, sitting in a parked-running vehicle or other related duties).
  
- B. Driver's on-duty time equals or exceeds 15 hours (14 hours in Washington) since their last period of eight (8) consecutive hours of off-duty time.
  - a. *On-duty time* shall include:
    - i. All driving time as defined in the term drive time;
    - ii. All time servicing, or conditioning a Company vehicle at any time;
    - iii. All time repairing, obtaining assistance, or remaining in attendance upon a disabled Company vehicle;
    - iv. All time spent providing a breath sample or urine specimen, including travel time to and from the collection site, to comply with the random, reasonable suspicion, post-accident, or follow-up testing when directed by the Company;
    - v. Performing any other work in the capacity, employ, or service of, the Company; and
    - vi. Performing any compensated work for another employer or person who is not a motor carrier.
  - b. *Off-duty time* is all time not considered on-duty time or drive time.
  
- C. The total on-duty time exceeds seventy (70) hours in any period of eight (8) consecutive days.

After completing 10 hours of drive time or 15 hours of on-duty time (14 hours in Washington), the employee is required to change their status in CREW to "On Rest" for OTR drivers and to be off for a period of at least 8 hours for DYV/MPV drivers. OTR drivers may opt to change their status in CREW to "Off Duty" to secure additional rest time with previous authorization from the local manager. All drivers have the responsibility to be well rested before marking up as available or reporting to work.

Driver's should track their own hours to make certain of compliance with the Company's Hours of Service Policy.

The method to ensure the education of our policy is as follows:

- A. All drivers and managers are trained on Hours of Service to include the 10-hour drive time, 15-hour on-duty time (14-hour in Washington), and seventy (70) hours in any period of eight (8) days.
- B. The Company's dispatch center monitors trips as to not assign a driver a trip that will cause Hours of Service violations.
- C. The Company's Safety Department audits the Hours of Service report on a weekly basis. The audit and follow-up processes are listed below:
  - a. If a violation is identified, the safety department sends a notification to the branch manager and director of operations to investigate violation.

## **ARTICLE 26**

### **HOURS OF SERVICE, ON DUTY TIME, DRIVE TIME**

The Company shall track HOS, drive time and on duty time for all bargaining unit employees. The Company shall not allow drivers to be out of compliance with their HOS, and no driver should knowingly operate a PTI vehicle beyond the established Hours of Service guidelines. If any of the Company's employees are found out of compliance and or fined by local, state, or federal authorities, the Company shall pay any and all fines.

## **ARTICLE 27**

### **SAFETY RECOGNITION AWARDS**

- A. If an employee does not have an at fault accident, a deemed credible hot line call, railroad complaint and meets the following criteria, then the employee will be eligible for safety incentive program award.
- B. If an employee has an at fault accident, a deemed credible hot line call and/or railroad complaint, then the criteria will start over with no additional reward until the eligibility requirements are re-met.
- C. Eligibility for the safety awards will be determined after the first pay of each month. When the employee meets the criteria, the employee will be recognized in the monthly newsletter, certificate of achievement and an award set by each level.

#### Mileage & DYV Criteria:

Level 1: 100,000 miles or 2,500 hours  
Certificate of Achievement, Hat and Recognition in the Monthly Newsletter

Level 2: 200,00 miles or 5,000 hours  
Certificate of Achievement, Polo and Recognition in the Monthly Newsletter

Level 3: 500,000 miles or 12,000 hours  
Certificate of Achievement, \$25.00, Jacket and Recognition in the Monthly Newsletter

Level 4: 15 years  
Certificate of Achievement, \$250.00, Clock and Recognition in the Monthly Newsletter

## **ARTICLE 28**

### **SEPARABILITY, SAVINGS CLAUSE AND PRECEDENCE OF AGREEMENT**

#### **Section 1. Separability**

If any Article or Section of this Agreement or of any Appendix to should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

#### **Section 2. Savings Clause**

In the event any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in the Agreement to the contrary.

#### **Section 3. Precedence of Agreement**


This Agreement shall in all respects supersede and take precedence over all other agreements by and between the Company and other labor organizations.

## ARTICLE 29 TERM OF AGREEMENT


This Agreement shall be in full force and effect from August 1, 2023 to and including July 31, 2026.

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their duly authorized Representatives on this 1<sup>st</sup> day of August, 2023.

SIGNED FOR THE UNION:

  
\_\_\_\_\_  
Kevin E. Boyle, Jr., President

SIGNED FOR THE COMPANY:

  
\_\_\_\_\_  
Stephen A. Kessler, President

### Appendix A Memorandum of Agreement: Driver Utilization

The parties recognize that over-the-road drivers are subject to the volatility of trip availability and duration. The cost of absorbing some unpaid time was explored in negotiations and was financially daunting. As an alternative, the parties agree to jointly work to maximize driver utilization at the branch level. To accomplish this, the parties will consult with drivers and branch managers on ways to achieve a goal of a minimum of 4 hours per driver per day, who wants that level of driving time. Changes coming out of this process must be approved by officials designated by the parties. Nothing in this provision will deny an employee rights under the current agreement. Where the Union feels driver utilization is not appropriate, the Company will review the situation with the Union and make a good faith effort to improve the utilization.

### Appendix B Memorandum of Agreement: Positive Work Environment

It is the policy of the Company to create and maintain a positive working environment for all employees. Keys to that environment are practicing principles of mutual respect, fair application of Company policies, honesty, and avoidance of any form of abusive language or behavior. The Union supports this policy and recognizes the advantages of a positive work environment with regard to productivity, customer relations and the long-term success of the Company.

Where employees believe that their workplace is not meeting the above policy, they may request a joint Union/Company on-site review of their location that includes an opportunity to discuss issues individually or in a group setting. The Company and the Union will take such actions as necessary to remedy any findings that prevent a positive work environment at that location.

Nothing in this provision interferes with an employee's rights under various laws.



## **Appendix C**

### **Memorandum of Agreement: Driver Certification Costs**

Where federal or state regulations require driver certifications and medical exams beyond what a driver needs for a basic personal driver’s license, the Company will pay those fees and costs. The Company may pay for a physical at a clinic of their choosing to fulfill the medical exam requirement if allowed by law. This provision does not include costs of medical exams required because of a specific illness or injury not required to be covered under workers compensation or other laws.

## **Appendix D**

### **Memorandum of Agreement: Conversion from Mileage to Hourly**

Where the Parties agree that all current and future locations will be paid on an hourly basis.

Where locations that were converted from a mileage to hourly pay basis, the following will apply.

Upon request of affected drivers and after a fair period of experience under the new hourly rates, the Company will review a representative period of their prior earnings with a representative period of their earnings under the new hourly conversion rate schedule. Should that comparison show a loss of earnings for an individual driver, a “red circle” rate will be applied to that driver’s pay to equalize their earnings. The “red circle” will be in addition to any other wage improvements that may impact the driver’s location or level rates.

## **Appendix E**

### **Memorandum of Agreement: New Employee Orientation**

The Company will provide the Union with a monthly report of new employees including the phone and address information for the new employee.

## **Appendix F**

### **Signing Bonus**

A signing bonus will be paid on the first pay period after December 1, 2023, to those employees employed on December 1, 2023, based on the following scale:

Two Years or More of PTI Service	\$50.00
Three Years or More of PTI Service	\$100.00
Five Years or More of PTI Service	\$150.00
Ten Years or More of PTI Service	\$225.00

## **Appendix G**

### **One-Time Wage Increases**

**One-time wage increases** in lieu of a retroactive wage payment, effective upon ratification:

Level 3 +2.25%  
Levels 4-7 +2.50%

Levels continue to apply for drivers hired prior to ratification and the increases above become part of the Level Wage Scale.

## **Appendix H**

### **Contingency Drivers**

Section 1. Where the Company assigns drivers outside their home base on a temporary basis (contingency drivers) the following assignment practices will apply:

- A. The Company will maintain a volunteer list of employees who desire to be asked when contingency assignments will apply:
  - i. Employees will not be able to use their seniority to bump drivers in existing CD positions.
  - ii. The home branch managers (DOP and Branch) need to approve the use of their drivers to go out on the projects. Consideration will be made to the drivers that would have the least amount of impact to the home branch.
  - iii. The Company will assign drivers to contingency driver openings from the CD volunteer list, based on seniority, at the time they become available. However, a senior driver will not be able to use seniority to displace a less junior CD driver already at a higher paying location.
- B. Drivers that have been given Continuous CD status will be given preference for CD assignments.
- C. Drivers working as Contingency Drivers will have all general wage increases applied to their rates without impact on other CD compensation, per diem's or bonuses.
- D. The per Diem for CD drivers is \$40/day for all drivers and all locations as of the CBA ratification date.
- E. Where a CD driver is assigned to a location whose wage rates are higher than the CD rate, the driver so assigned will receive the higher rate of the assigned location.
- F. All rental vehicles assigned to CD drivers will legally be the responsibility of the Company, even if the rental company requires a driver's name on the contract.



- G. Should reductions in contingency driver positions occur.
  - i. Non-continuous CDs will be dropped first, will reassume their seniority and former bid positions in their home base upon their return there.
  - ii. Drivers wishing to remain available for CD work, will be placed on the available list.
  - iii. Drivers will be dropped off the contingency driver positions by relative seniority of all those holding contingency driver positions when the reduction occurs.
- H. During an assignment and at a CD Driver's request, they will be granted one day off every two (2) weeks.
- I. The Company reserves the right to select a driver closer to the location in lieu of utilizing the most senior driver in short assignment and emergency circumstances.
- J. Upon request, the Company will provide a report on the status of Contingency Drivers to the Union. That information will include Driver Name, Employee Number, RR/Project, CD Location, Home Location, Date Range and Hire Date.

**Section 2. Agreement to participate in the Contingency Driver Program includes the following:**

- A. A written agreement will be signed by both the CD Driver and the Company outlining the terms of the assignment.
- B. Drivers and the Company will commit to an initial participation period of a minimum of thirty (30) days.
- C. Drivers may return from assignment after thirty (30) days, and with a seven (7) day notice to the manager of the CD Program.
- D. Reasonable exceptions will be made to the seven (7) day notice requirement return from assignment in the case of emergencies, family requirements, legal commitments and other unanticipated issues that require a driver's return.
- E. Where assignments continue for more than thirty (30) days, consideration will be given to drivers needing to handle personal affairs. These considerations will require the driver to notify the manager of the CD Program at least seven (7) days in advance.
- F. At the request of the permanent Location 8888 drivers, a maximum of thirty (30) days will be provided between CD assignments.
- G. Non-Permanent drivers who volunteer for a CD assignment will report back to their home location

Branch Manager within 72 hours of the end of the assignment and will be restored to the home location schedule. In this situation, a driver who has been away on a CD assignment for over thirty (30) days, will upon request, be granted up to seven (7) days unpaid leave prior to reassuming home location duties.

H. Approved returns from assignment will not disadvantage drivers regarding returns to current assignments or future CD opportunities.

### Section 3. CD Quality Conditions

A. No CD Driver will be expected to violate the Hours of Service Rules at the location they are assigned to.

B. CD Drivers will be treated in the same fair and equitable manner expected of all drivers at a location. Their assignments and scheduling will follow standard company policy and union contractual obligations.

C. Housing for CD Drivers will meet normal standards of cleanliness and safety.

D. Transportation will be made available to CD Drivers to get food, do laundry, handle personal items and other needs while on assignment.

### Section 4. Special Appeal Process

If a driver feels provisions of the CD assignment are not being followed, or other issues arise that harm a driver's ability to meet the requirements of the CD assignment, the following process will be followed:

A. The driver(s) will attempt to resolve the situation with the Branch Manager and Location Union Steward.

B. If the issue or complaints remains unresolved, the driver(s) will take the complaint to the Operations Support Department, who will respond within 24 hours.

C. If still unresolved, the issue or complaint will be sent to the company Human Resources Department and the Union PTI Coordinator for resolution within the normal Grievance Procedure.

## **Appendix I MPV Drivers**

Effective January 1, 2024, MPV drivers will earn no less than 50% of the difference between DYV and the applicable road rates. MPV drivers will be eligible for general wage increases. Where existing MPV rates exceed this amount, they will remain and no MPV driver will suffer a reduction in wages as a result of this provision. Other provisions of this Tentative Agreement will be in addition to any increases that result from this provision.

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