ARTICLES OF AGREEMENT

AGREEMENT made and entered into by and between 10 Roads Express, LLC (hereinafter referred to as the "Employer"), and Teamsters Local Union No. 222 ("Union").

ARTICLE 1
Recognition

1.1 The Company Agrees to recognize the Union as the exclusive bargaining agent for all employees in the unit certified by the National Labor Relations Board in Case No. 27-RC-326700, 27-RM-327640 consisting of all full time and regular part time drivers employed by the Company at its 6173 W 2100 S, West Valley City, UT location; BUT EXCLUDING all administrative employees, office clerical employees, professional employees, guards and supervisors as defined in the act, and all other employees.

1.2 The Employer agrees not to discriminate in any way against any members of the Union.

1.3 The Employer shall assign the work covered under this Agreement to employees covered by this Agreement as described in Article 1, Section 1.1 of this Agreement. Non-bargaining unit employees, including supervisors, shall not regularly perform bargaining unit work normally assigned to employees in job classifications covered by this Agreement; provided, however, that they may perform such work in emergencies or in the instruction and/or training of employees.

ARTICLE 2
Union Security

2.1 When specifically authorized in writing by each employee, the Employer will deduct, from the first paycheck of each month, dues and/or fees owing the Union and forward them to the Secretary-Treasurer of the Union, not later than ten (10) days after each monthly deduction. Such authorization, once given, shall be irrevocable for a period of not less than one (1) year or the term of this Agreement whichever occurs sooner.

2.2 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise by reason of any action taken by the Employer pursuant to this Article, including making deductions and remitting the same to the Union.

2.3 The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

ARTICLE 3
Management Rights

3.1 Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains all of its inherent rights to manage the business, as such rights existed at the commencement of its operations. Rights to be exercised solely, exclusively and at the discretion of management include, but are not limited or confined to: the right to hire, discipline, suspend or discharge for just cause; determine the hours of operation; set the hours of work for each employee, including the right to fix the number of hours to be worked in any one day, or any one week; to establish and administer reasonable standards of work performance and productivity, and to modify, change, or alter any or all of the foregoing from time to time; assign employees any work within the employees job description that the Employer deems advisable; enforce, reasonable rules and enforce all rules, work rules, and regulations now in effect determine and redetermine the locations and types of its facilities, operations and layover points, including the establishment of new facilities, operations and layover points, the relocation or closing of the existing facility or operation or layover points or any parts thereof, the relocation of work to different facilities; to determine the size and composition of the work force; the allocation and assignment and reallocation and reassignment of work to employees, including the manner and method of staffing and scheduling each contract with the United States Postal Service including any modifications thereof; to determine, implement, and enforce the terms, conditions, scope, or duration of any contract, agreement, or understanding with the United States Postal Service; to determine whether and how to bid or re-bid for existing, new or modified contracts with the United States Postal Service; to change origination and/or destination points, extend, curtail or otherwise alter routes, in accordance with United States Postal Service contracts or other agreements; to interpret, implement, maintain and schedule the frequency, service, work and vehicle requirements related to United States Postal Service contracts, to comply with USPS Directives, to determine business liability insurance requirements; to establish and modify from time to time policies affecting the selection of employees and the qualifications required for any particular job; subcontract as provided in Article 35, to determine whether to bid or re-bid for existing, new or modified contracts with the United States Postal Service; to implement, select and determine the type of equipment, vehicles and tools to use in the conduct of the business; and otherwise generally manage the business and direct the work force. Managers, supervisors and dispatchers will not generally perform bargaining unit work except that in emergency circumstances managers, supervisors and dispatchers may perform such work as long as it does not reduce the number of bargaining unit jobs or normal scheduled hours or overtime of those employees who are on duty at the time. The Employer's or Union's failure to exercise any function or right reserved to it, or their exercise of any function or right in a particular way, shall not be deemed a waiver of their authority to exercise such right or function, nor preclude the parties from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 4
Access to Facility

4.1 Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes and investigating working conditions; provided, however, that there is no interruption of the Employer's working schedule. The employer shall be given prior notice when practicable.

4.2 The Union shall appoint Union Stewards who will have the ability to investigate, present and adjust specific grievances with the Employer. They shall not be disciplined for any actions taken in their capacity as Steward.

4.3 In locations deemed practicable by the Company, an area for a bulletin board will be provided by the Company for the posting of Union notices of recreational or social affairs, Union Officer elections, Union meetings, and Union benefit programs. The Union will maintain the bulletin board. It is understood that the bulletin board shall not be used in any way detrimental or derogatory to the Company's best interests, its management or any employees.

4.4 The job steward, or his/her designated alternate, shall be permitted reasonable time off without Pay to attend Union meetings called by the Local Union. The Employer shall be given one (1) week prior notice by the Local Union. Such leave will not exceed ten (10) days per calendar Year unless mutually agreed between the parties. It is understood that any leave permitted under this section is limited to the number of Stewards appointed by the Union.

ARTICLE 5
Strikes and Lockouts

5.1 With the goal of continuous, uninterrupted, and efficient operations of the Company and for the duration of this Agreement and any renewal or extension thereof, the Union, its officers, agents, stewards, representatives, members and all employees covered by this Agreement shall not authorize, instigate, cause, aid, encourage, ratify, support, or condone, nor shall any of the aforementioned persons take part in, or take action in sympathy with, any strike, work slowdown, work stoppage, refusal to perform work, sickout, boycott, picketing, refusal to cross a picket line, or concerted activity against the Company, its suppliers, or its customers, or engage in any other interruption of or interference with the business of the Company. Without limiting the generality of the forgoing, this shall include any strike or work action against the United States Postal Service.

5.2 In the event that any prohibited activity as outlined in this Article occurs, whether organized by the Union or not, the Union shall immediately and forthwith order all employees back to work and shall take all other reasonable, affirmative steps to restore operations and terminate and prevent such activities on the part of any of its agents, representatives, and/or members. It is understood that the Union, its officers, agents, stewards, and other representatives are obligated under this Agreement to take all possible affirmative steps to prevent or halt the activities specified in Section 1 of this Article on the part of any employees in the bargaining unit. The Union will:

(A) Notify all employees and USPS officials (as designated by the Company) immediately in the event of activities prohibited in Section 1 of this Article that such activity is unauthorized and in violation of this Agreement;

(B) In the event any public announcement or statement is made by a Union representative related to activities covered or prohibited by this Article, then immediately and publicly announce through the local newspaper, on local radio, television, and other media sources where available without material cost to the Union that the activities prohibited in Section 1 of this Article are unauthorized and not supported or condoned by the Union and are in violation of this Agreement;

(C) Immediately state, in writing, to employees and to USPS officials (as designated by the Company) that activities prohibited in Section 1 of this Article are in violation of the Agreement; and

(D) Immediately and continuously make every reasonable and good faith effort possible to induce employees to cease such prohibited activities and immediately return to full and productive work.

5.3 Any employee who engages in activity or action prohibited in Section 1 of this Article shall be discharged by the Company and action taken by the company in such case will not be subject to review under the grievance and arbitration procedure provided in the Agreement except the Union may grieve the question and only the question of whether the discharged employee actually participated in the violative activity.

5.4 The Company shall not lock out employees for the duration of this Agreement. Discontinuance, transfer or curtailment of operations, in whole or in part, under the provisions of the Management Rights article of this Agreement, shall not be considered a lockout.

5.5 Neither the claimed violation of any provisions of this Agreement nor the claimed commission of any act either constituting an unfair labor practice or otherwise made unlawful by any federal, state, or local law, shall excuse the employees, the Union, its officers, agents, committeemen, stewards, members or representative, or the Company from their obligations under the provisions of this Article.

5.6 The Company reserves the right to seek an injunction or damages, either or both, for violation of this Article in any court having jurisdiction. The Union, its officers, agents, stewards, representatives, and members' refraining from acts prohibited by this Article and taking all acts required by this Article may be offered by the Union as a defense in any action for damages brought by the Company for alleged violations of this Article.

ARTICLE 6
Grievance Procedure

6.1 Any complaint, grievance, or dispute arising under or concerning the meaning, application, or compliance with the terms of this Agreement shall first be taken up for adjustment by a representative of the Employer and a representative of the Union.

6.2 In the event of a grievance related to any dispute as to the interpretation, application, or observance of the provisions of this Agreement, the Parties, will use electronic means, including but not limited to email, telephone, zoom or other electronic mediums to settle and adjust grievances, and the following Grievance Procedure shall be followed in resolving said disputes:

STEP ONE: A grievance shall be submitted in writing within fourteen (14) calendar days of the occurrence to the designated company representative and to employee relations at employeerelations@10roadsexpress.com. The grievance must state the section(s) of the Agreement allegedly violated, the date of the occurrence, a brief summary of the matter grieved and the remedy sought. Whenever a grievance is filed, it shall be settled, if possible, by discussion between the bargaining unit employee, union steward, and designated company representative. The bargaining unit employee, union steward, and designated company representative shall have ten (10) calendar days after the receipt of the grievance, to adjust such grievance. The Company shall provide a written response within seven (7) calendar days of such meeting

STEP TWO: In failing to have the dispute resolved in STEP ONE, the Union may, within seven (7) calendar days of the Company's written Step 1 denial, submit the grievance, in writing, to the to the designated company representative with a copy to employee relations at employeerelations@10roadsexpress.com who shall attempt to resolve the matter. The Local Union and Company representative shall meet within seven (7) calendar days of the Step 2 submission in order to review and attempt to resolve the grievance. The Company shall offer a written decision within seven (7) calendar days after such meeting. If a resolution is reached at Step 2, it will be reduced to writing and signed by both parties.

If the parties cannot agree, the dispute may then be referred by the Union to arbitration as provided for in this Article. The Union may request arbitration by giving the Employer written notice within ten (10) days of receipt of the written denial of the grievance at Step 2.

6.3 Arbitration shall be by an arbitrator selected from a panel supplied by the Federal Mediation and Conciliation Service (FMCS), and his or her decision shall be final and binding upon both parties. The Union shall request, within 21 days, a panel of seven (7) arbitrators who shall be members of the National Academy of Arbitrators ("NAA") located within the bargaining unit's geographical region. The Employer shall have the first strike and the parties shall then alternate striking arbitrator names until one is chosen. The Union and the Employer will each be responsible for one-half of the cost for such arbitration proceeding. All other expenses of the arbitration shall be assumed by the party incurring them. The arbitration hearing will not be transcribed except when the arbitrator may deem necessary. At the conclusion of the hearing, the arbitrator will issue a decision with any award in writing.

6.4 The Employer must be notified of a grievance within fourteen (14) days after knowledge of the alleged violation or by reasonable diligence, should have known, of the facts giving rise to the grievance, or it shall be waived.

6.5 The arbitrator shall not have the authority to add to, detract from, nullify, alter, modify or amend the Agreement or any agreement made supplementary hereto.

6.6 For arbitration hearings witnesses will be able to appear electronically, via Zoom, Teams, telephonically, or any other agreed upon electronic mediums where they are unable to appear in person. Both parties will make themselves available for Arbitration within sixty (60) days of selecting the arbitrator. Arbitrators must make themselves hear the arbitration within sixty (60) days of selection. Arbitrators shall render a decision within thirty (30) days after the close of the hearing or after the post hearing briefs are filed, whichever is later.

6.7 Any awards of back pay by the arbitrator shall be limited to the amount of wages the employee would otherwise have earned from employment with the Company during the period involved less other compensation for personal services that such employee may have received from any source during that period. Any employee who is discharged shall have an affirmative duty to pursue and obtain employment and otherwise mitigate back pay or other liability.

ARTICLE 7
General Conditions

7.1 Except as required by the United States Postal Service or court order, once employed, no employee shall be required to take a polygraph, behavioral analysis, background check or other similar test.

7.2 Employees may not be required to perform janitorial services, mechanic work nor garage work.

7.3 The Employer shall not require employees to take out on the streets or highways any vehicle that meets the out of service safety standards of the United States Department of Transportation or the Federal Motor Carrier Safety Regulations. It is understood that any vehicle that does not meet the out of service safety standards of the United States Department of Transportation or Federal Motor Carrier Safety Regulations shall be deemed safe for operation. Employees who refuse to operate equipment that meets the out of service safety standards of the United States Department of Transportation or Federal Motor Carrier Safety Regulations shall not be subject to discipline.

All equipment which is refused and properly reported because it meets the out of service standards as established herein shall not be used by other employees until the maintenance department has adjusted the complaint.

Employees shall immediately, or at the end of their shift, report all defects in equipment.

If the employee's complaint is not satisfied, he/she shall notify the Union steward, who shall meet and discuss the complaint with the Company's Management.

7.4 An employee may not be discharged or disciplined because his/her earnings have been subjected to two (2) or less wage garnishment deduction orders within one (1) year.

7.5 On the next scheduled pay period after separation of employment, an employee shall be paid all compensation owed including wages, accrued vacation days, and accrued sick/personal days, and applicable contributions will be made to the Teamsters Michigan Fund.

7.6 Where applicable and allowed each location that Employer owns or leases shall have a clean and working restroom facility.

7.7 The Employer recognizes the needs of employees to work in a clean, safe and healthy environment and will take all reasonable measures to protect the safety of its employees.

The Employer will continue to make reasonable provisions for the health and safety of its employees during their hours of employment. The Employer also appreciates suggestions from employees concerning health and safety matters and will meet periodically with the Union to discuss same.

ARTICLE 9
Separability

9.1 To the best knowledge and belief of the parties, this Agreement now contains no provision which is illegal under Federal or State law or regulation. Should, however, any provision of this Agreement at any time during its life become illegal under Federal or State law or regulation, then such provision shall continue in effect only to the extent permitted by applicable law. In the event any provision of this Agreement is held inoperative, the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect.

ARTICLE 10
Military Service

10.1 Employees who become members of the U.S. Armed Services shall have such rights of reemployment as may be prescribed by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE 11
Hours of Work

11.1 The Employer shall establish regular work schedules consisting of scheduled routes and destinations called Standards. Standards are estimated to provide Employees with the Employer's work efficiency expectations. The Standards allow for both the efficient, safe, and timely operation of transportation vehicles and performance of other work duties and responsibilities and is designed to provide sufficient time to perform all duties and responsibilities the Employer deems necessary (including but not limited to inspection time, fueling, driving, loading/unloading, and paperwork) along with all applicable off-duty sleep and mealtime breaks.

11.2 Bargaining Unit employees who work a regular schedule will be considered Bid Drivers. Bid drivers will bid on their Standards once every year, at a minimum, unless by mutual agreement the parties determine a bid should be performed earlier. Should the Union request a bid performed annually, the Company shall grant such request. Standards may be rebid at any time there are material changes to the schedules or to avoid a mass bumping event, in the discretion of the Employer. All off cycle changes will be reconciled by bumping or bidding. Seniority will prevail when bumping or bidding.

11.3 There shall be at least seven (7) calendar days' notice of the date and time of a bid. Available bids shall be posted and emailed to the employees for review at least seven (7) calendar days prior to the bidding process. The Company may also perform interim bids at any time in its discretion following the rules outlined in this Article. However, the parties understand that interim bids may occur on shorter notice at times due to changes implemented by the customers of the Company. Interim bids will only be used when is more efficient to perform a rebid than to bump. A copy of all completed annual and interim bids shall be provided to the Local Union and the chief steward upon written request.

11.4 All posted duty assignments shall include the following information:

(a) Complete schedule or standards;

(b) Total hours per trip (this schedule is only a guide; the Company pays for time actually worked in excess of scheduled time);

(c) Rate of pay;

(d) Rate of H&W pay; and

(e) Frequency.

11.5 At the option of the driver who holds the bid run the following changes during the life of this Agreement will cause a job to be declared vacant and posted for bid:

(a) Any job whose days off change from the original posting;

(b) Any job whose layover time is reduced or increased by twenty (20) percent or more per pay period;

(c) Any job whose starting time changes two (2) hours or more; or

(d) Any job whose hours are reduced or increased due to Postal Service or Company action by ten percent (10%) or more per pay period.

11.6 In the event the Company elects to operate a bid run that originates in excess of twenty (20) miles one-way from a Driver's home domicile, and a Driver is forced on the bid run, and is requested or required to drive his or her personal vehicle shall be paid for all miles, (Driver's residence or home domicile, whichever is shorter) at the current IRS mileage rate and all hourly pay for all time incurred. The Company shall also reimburse each Driver for all tolls upon timely submission of the expense. This section does not apply to any Drivers who elect to accept or bid on a bid run that originates twenty (20) miles one-way from that Driver's home domicile.

11.7 All bid runs shall be awarded by seniority. Any vacancies that occur on existing or newly created bid runs will be posted and filled by seniority. Any vacancies that occur on existing or newly created bid Standards will be posted and filled by seniority. Until the bidding process is complete, all open routes will be filled at the discretion of the Company after exhausting the Extra Work Board.

11.8 (a) Any employee who loses a bid Standard due to the Company not continuing that particular run for any reason will have seniority bumping rights within his/her area or location.

1. Such bumping rights must be exercised in writing within two (2) days of the notification that a bid job is cancelled.
2. The Company will provide information concerning all bid jobs to employees eligible for bumping.
3. Upon receipt of such information, employees will have two (2) days to declare their bid.
4. Bids shall become effective within 14 days.

(b) Such bumping rights will also apply if a bid job is declared vacant.

1. Such bumping rights must be exercised in writing within two (2) days of the notification that a bid job is declared vacant due to changes.

2. The Company will provide information concerning all bid jobs to employees eligible for bumping.

3. Upon receipt of such information, employees will have two (2) days to declare their bid.

4. Bids shall become effective within twenty-one (21) days.

(c) Employees who are bumped will have bumping rights under the same rules that apply above until the process had been resolved by seniority.

11.9 In the event of the creation of a new bargaining unit position or route, the Company will send notice by email to the Employees and for a period of forty-eight (48) hours the Employees may place a bid on that new position.

A. The job posting shall state the rate for the job and the rate progression, if any, that shall be the rate paid to the successful bidder on the job.
B. Selection will be made on the basis of seniority and present ability to perform the work. During the forty-eight (48) hour bidding period, the Company shall have the right to fill the opening by temporary transfer, part-time casuals, subcontractors or leased drivers.
C. The Company will not make temporary work assignments for the purpose of defeating the job bidding procedures.
D. Bids shall become effective within twenty-one (21) days

11.10 In all cases, except when a job cancellation forces a Driver to bid or bump, Drivers who bid or bump onto a run are not allowed to return to their prior bid run(s) until they have been off those prior runs for at least 30 days

11.11 Provided the employee is not on a leave, vacation, or other absence from work, all employees working a Standard will be guaranteed the paid time included in the applicable Standard, even if the actual time worked is less than the scheduled time. In the event the employee works more than the scheduled time for a given day, they will be paid the greater of the Standard or the actual time worked. If a Driver is not able to complete all assigned work within the Standard (regardless of reason), the Driver must accurately report their overage hours within forty-eight (48) hours of completing the run and no later than the Sunday following a pay period. all additional time worked over and above the Standard by submitting a Driver Delay Form with a complete explanation. The completed Driver Delay Form will be reviewed and considered in order to determine whether, and how much, additional time has been worked and is compensated which will, based on the facts and circumstances, be "Approved as Requested", "Partially Approved", or "Denied." When a Driver submits a Driver Delay Form, a copy of the reviewed form will be provided to the Driver. Reviewed Driver Delay Forms will include reasoning for the "Approved as Requested," "Partially Approved," or "Denied" designation and will be paid in the pay period in which it is reviewed.

When a Driver takes any thirty (30) minute meal break, or other break, and/or off-duty layover during the trip, the driver is responsible for parking the tractor-trailer in accordance with the laws, ordinances, and regulations of the jurisdiction in which it is being operated, and ensuring that the tractor-trailer is properly secured (i.e., cab doors locked and trailer door sealed with padlock, as applicable). The Company will provide each driver (current and new hires) with one (1) padlock and reasonable replacements as necessary due to disabling damage. The responsibility for the continuous use of a padlock is on the driver. Once parked and secured, the Company specifically relieves the Driver of responsibility for the tractor, trailer, and cargo during the off-duty period.

11.12 All scheduled Standards will include a minimum of 3 hours pay per day.

11.13 All time loading, unloading, fueling or fulfilling any other task shall be listed on the Standard.

11.14 In the event of a verifiable pay shortage, caused by company error, of $75 or more, the Employer shall correct the pay shortage by direct deposit or station draft within five (5) business days (excluding Saturdays, Sundays, and Holidays) following confirmation of the shortage. After seven (7) day written notification to the Company from the Union of the failure to follow the timelines listed above, will result in the employer paying a penalty of $100 per week until corrected. If it is discovered that an employee has been overpaid in any pay period, the Company may deduct such overpayment from the employee's payroll, over an equal period of time for which the overpayment was made not to exceed three payroll periods.

ARTICLE 12
Holidays

12.1 New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

12.2 The number of hours of holiday pay and eligibility, therefore, will be determined by the applicable hourly wage rate, including proration for employees working less than 40 yours per week.

ARTICLE 13
Health and Welfare and Retirement

13.1 By execution of this Agreement, the Employer authorizes the Board of Trustees to enter into appropriate trust agreements necessary for the administration of such funds, and hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

13.2 Health and Welfare: (a) All health and welfare benefits and coverage in effect at the time of ratification shall be maintained without modification through December 31, 2025.

(b) Effective January 1, 2026 the Employer shall pay monthly contributions on behalf of all employees to the Michigan Conference of Teamsters Health and Welfare Fund Benefit Package

1605 ("Health Fund"), provided the Employees pay (through wage deduction or otherwise) for their share of the cost of coverage under the Health Fund. Payment for any premium amount will not be due until the 15th of the month in which benefits are to begin for each employee. Any employee employed by the Company, shall have the right to "opt-out" of coverage where they meet the opt-out provisions of the Health Fund. Such opt-out shall be in compliance with the terms and conditions of the Health Fund. If an employee chooses to "opt-out" of health insurance coverage then that employee shall be entitled to receive the amount allotted pursuant to the USDOL Service Contract Wage Determination on their check as regular wages.

(c) Full-time employees and part-time employees working thirty (30) hours per week or more will be eligible to participate. Newly hired employees will be eligible for benefits on the first of the month following thirty (30) days of employment.

(d) Effective January 1, 2026, the Company agrees to contribute the following maximum monthly contribution rates toward each line of coverage provided under the Health Fund. Any remaining amounts will be borne by the Employee.

Line	Employer Monthly Contribution
Employee Only	$320.64
Employee + Spouse	$321.50
Employee + Children	$342.00
Family	$763.00

If the Employer Contribution and Service Contract Wage Determination contribution ("Total Contribution") exceed the cost of coverage then the difference between the cost of coverage and Total Contribution shall be paid to the employee as wages. If the Total Contribution is less than the cost of coverage elected by the employee then the employee shall be responsible for the remainder of the coverage cost through a pre-tax payroll deduction.

The Employer and the Union agree that in the event of a leave of absence, the Employer may withhold the Employees share of their cost of coverage (through wage deductions or otherwise) in amounts and frequencies as determined by the Employer.

13.2 Retirement: The Employer will continue a Company administered voluntary 401(k) plan for employees.

ARTICLE 14
Wages

14.1 All employees covered by this Agreement performing work for the USPS shall be paid not less than the following hourly rates: $26.10. Except as required by the preceding sentence, for the term of this Agreement the Drivers shall be paid the applicable Wage Determination-Occupation Code-Title under the Service Contract Act for all mail hauling services. The applicable wage determination are subject to periodic adjustment by the U.S. Department of Labor.

14.2 Drivers performing work, in a truck that does not require a CDL class A license for operation, for the USPS shall be paid the applicable Wage Determination-Occupation Code-Title under the Service Contract Act for all mail hauling services. The applicable wage determinations are subject to periodic adjustment.

14.3 Drivers performing miscellaneous work or otherwise in the service of the Company not subject to an applicable USDOL Service Contract Act Wage Determination shall be paid the lowest applicable USDOL Service Contract Act Wage Determination base pay rate applicable to any postal contract being operated at the driver's reporting terminal location

14.4 Back-Haul Work: If a driver carries non-USPS freight during the course of performing his/her Standard then that driver shall receive the rate established in 14.1 for hours worked carrying that miscellaneous freight.

14.5 Drivers that commence any trip (outbound or inbound) between 0001 on Fridays through 2359 on Sundays or 0001 through 2359 on a holiday recognized by the USPS may be eligible, subject to limitations contained herein, for additional pay, determined by the Company, on top of their normal hourly base rate ("Weekend and Holiday Pay Differential"). However, it is understood that these benefits do not stack and thus a Driver would receive only one additional pay rate if the driver commenced a trip on a holiday and during the weekend period. The Company shall have the discretion to adjust or suspend the Weekend and Holiday Pay after providing the Union notice. A Driver forfeits any Weekend and Holiday Pay Differential in a pay period if they have a call off in that pay period. It is understood that any vacation or scheduled time off made in advance of the current pay period would not forfeit Weekend and Holiday Pay Differential. Examples follow to clarify:

A. If the outbound portion of a trip commenced at 2200 on Thursday it would not receive the weekend pay on that portion, if the inbound portion of the same trip commenced at 0500 on Friday it would receive the weekend pay on that portion.

B. If the outbound portion of a trip commenced at 0100 on Friday it would receive the weekend pay on that portion, if the inbound portion of the same trip commenced at 0800 on Friday it would also receive the weekend pay on that portion.

C. If the outbound portion of a trip commenced at 1900 on Sunday it would receive the weekend pay on that portion, if the inbound portion of the same trip commenced at 0600 on Monday it would not receive the weekend pay on that portion.

ARTICLE 15
Paid Time Off

15.1 The Employer shall abide by any and all federal, state or local laws requiring family leave, sick leave or paid time off. Nothing in this Agreement shall be construed to limit an individual's right to family leave, sick leave or paid time off under such law.

ARTICLE 16
Uniforms

16.1 Should an employee be required to wear a uniform, the Employer agrees to furnish said uniforms and replace worn-out or damaged uniforms. If uniforms are required, The Employer shall supply such employees with uniforms that are reasonable for the season.

ARTICLE 17
Seniority

17.1 Seniority is defined as the length of time an employee has been continuously employed by the Employer since the date of his most recent employment by the Company. The Employer will recognize seniority rights from the employee's first day work. If more than one employee begins work on the same day, the employee with the earliest date on their application will have the highest seniority. When these same employees also share the same application date, then the employees with the earliest time and date of their drug screen will have the higher seniority.

There shall be two seniority lists, one for full time employees and one for part time employees at each location. Full time seniority shall supersede part time seniority. Casual employees shall not accrue seniority. All open work shall first be offered to according to the Extra Board Article prior to the use of any casual employee. Casual employees shall not be utilized to prevent the hiring of a full-time or part-time driver. The Employer shall provide the union with a list of employees categorized as a Casual Driver

Seniority is to prevail at all times.

A. In case of layoffs, the last employee hired is to be the first laid off in respect to the separately maintained seniority lists. Seniority shall also apply to recalls, in that the last employee laid off shall be the first to be recalled in respect to separately maintained seniority lists. Recall shall be made by an email or text message to the employee's last known email address or phone number, respectively. It shall be the employee's responsibility to keep the Company advised, in writing, of their current phone number and email address and preference of notification at the time of layoff. If no indication is made, then notice will be sent by email.

17.2 Seniority shall be broken for any one or more of the following reasons:

Voluntarily quitting.

Discharge for cause.

Absence from work for three (3) consecutive working days without notifying the Employer.

Failure to return to work after expiration of leave of absence unless excused by the Employer. Additional time for return shall be authorized due to extenuating circumstances as agreed to by the employer and the Union.

Failure to return to work within seven (7) days following recall from layoff. Additional time for return shall be authorized due to extenuating circumstances as agreed to by the employer and the Union.

Is laid off for a continuous period of more than eighteen (18) Months.

Engages in other employment while on authorized leave of absence without the consent of the Employer.

The employee is denied access to the mail by the United States Postal Service, or the Postal Service otherwise restricts the employee in any manner which would affect their duties as a driver.

The employee loses or has their CDL revoked.

Providing a false reason for obtaining a leave of absence.

Is unable to complete the return-to-work requirements specified in Section 17.3 below within the 7 day return to work requirement in 17.2(E) above.

17.3 It is understood that any driver returning from recall must meet the Company's driver qualification specifications, be medically fit for duty, complete appropriate drug testing requirements established by the Company and complete any necessary documentation required by the Company to drive to be cleared to drive.

17.4 The first sixty (60) days of employment shall constitute a probationary period during which time an employee may be discharged at the sole discretion of the Employer without resort to the grievance procedure. After sixty (60) days, an employee's seniority date shall date from his or her first day of continuous employment as a member of the Union.

17.5 A. Full-time employee is an employee who regularly works thirty (30) hours or more per week.

B. Part-time employee is an employee who regularly works less than thirty (30) hours per week.

C. Casual employee shall be defined as an employee, who is not on the full-time or part-time seniority list.

D. The Employer shall maintain separate seniority lists for all classifications of employees, i.e. full-time, part-time and casuals.

ARTICLE 18
Discipline and Discharge

18.1 Employees may be disciplined and/or discharged for just cause. Precipitating events for the purpose of discipline or for discharge, or both, shall include, but not be limited to, violations of work rules appearing as Addendum 1 to this contract. Events where the employer may seek immediate discharge also include~~s~~, but are not limited to, the conduct set forth in Article 38.

18.2 All discipline, including discharge, shall be in writing with a brief statement of the reasons for the action. The records for disciplinary action less than discharge shall remain active for 12 consecutive months in the employee's personnel file, after which time they shall not be considered in any disciplinary action.

18.3 All discipline except that resulting from a vehicular accident shall be issued within fifteen (15) calendar days of the date the Employer discovers or, through the exercise of reasonable diligence, should have discovered the alleged infraction, unless the Union and the Employer agree to extend such time period.

18.4 In the event the discipline relates to a vehicular accident, discipline shall be issued within thirty (30) calendar days of the date the Employer discovers or, through the exercise of reasonable diligence, should have discovered the alleged infraction. In cases in which the Employer, despite its reasonable efforts, has not obtained all of the information it deems helpful in determining discipline relating to a vehicular accident, discipline shall be issued as soon as practicable after the Employer obtains such information.

18.5 For purposes of this Article, "business days" shall mean Monday through Friday, excluding holidays.

18.6 Except for infractions arising under Article 18.12, Article 33, Article 37, or attendance infractions under Article 38, no employee covered by this contract may be discharged unless he or she has received at least three (3) documented counseling, within the immediately preceding twelve (12) months of the current infraction date. Any third (3rd) documented counseling within the 12-month period may subject the employee to suspension at the Employer's sole discretion. The suspension will be no more than four (4) of the employee's workdays, and must have been received by the employee within the immediately preceding twelve (12) months of the current infraction date.

18.7 When a Driver is placed on Safety Hold during an investigation of an accident, incident or event which may result in discipline and/or discharge, the Employer will attempt to minimize the amount of time the driver is in non-pay status

18.8 FMCSA (DOT Regulations 392.82, as amended from time to time) prohibits the use of a hand-held mobile device while operating a commercial motor vehicle. Pursuant to this regulation the Employer has Zero Tolerance for Drivers' unlawful use of a cell phone, smart phone, or any other hand-held mobile communication device while driving or for intentionally/tampering with a DriveCam camera lens with tape, paper, cloth, in, or anything for the purpose of obstructing/disabling either or both camera lenses form being able to view as intended (i.e. unlawful cell phone use) ("Mobile Device Rule"). An employee shall be subject to discipline if he or she is observed, via on-board recording devices, a citation, or an investigation, violating the Mobile Device Rule. An employee will not be discharged for violation of this Article unless he or she has received at least one (documented counseling) for violating the Mobile Device Rule in the preceding 12 months.

18.9 The Union shall have the right to investigate the reasons for any discharge or discipline of a non-probationary employee and to protest the same through the grievance and arbitration procedure. The determination of whether an employee has completed his/her probationary period will be subject to the grievance and arbitration procedure.

18.10 All discipline shall be timely, and investigations shall be as expeditious as possible. An employee must be notified as soon as possible of any disciplinary action. At the election of the Employee, any discipline must be given in the presence of an appointed Union Steward. It is understood the Union Steward and the Company will make the Steward available within 48 hours of when requested; otherwise, the Company will proceed with another member of the bargaining unit acting in place of the Steward. Where a Union Steward is unavailable, the Union representative may appear in his/her place, provided they are available to meet within 48 hours of when requested by the Employee.

18.11 Cameras installed on the inside of the vehicle showing the driver shall not be used for surveillance of the drivers.

18.12 An employee may be subject to immediate discharge or any lesser disciplinary step contained herein (as an example, any incident or violation contained in this section could be the equivalent to two (2) documented counselings), in the discretion of the Company, without prior written warnings, if the employee engages in conduct including: possession or consumption of alcoholic beverages on Company property, in, or around Company vehicles or while on duty; possession, consumption of or sale of narcotics or other illegal drugs which are controlled by federal , state, or local law; failure or refusal to submit to a sobriety/drug test; failure to pass a drug/alcohol test; denial of access to mail or restriction by the United States Postal Service; involvement in a serious preventable accident while on duty or in a Company vehicle; or loss or revocation of CDL; DWI or DUI conviction for driving while intoxicated (any vehicle); carrying unauthorized passengers; willful damage or destruction of Company property or the property of others; falsification of time records, DOT logs or Postal Service records; physical violence (aggressor only) while on Company property or on duty; uninsurability; failure to meet the standards set by the United States Postal Service; any preventable accident caused in part by the Driver while using a prohibited mobile communication device, as cited in FMCSA (DOT Regulations 392.82, as amended from time to time); or any preventable accident caused by the Driver drifting off or falling asleep.

For the purposes of this Article, a "preventable accident" is an accident in which it is determined that the employee's error, negligence, recklessness, intentional conduct or failure to observe traffic laws or regulations was a contributing cause to the accident. Such determination may be made by (i) an independent safety consultant or accident reconstruction expert selected by the Company; or (ii) by a court of competent jurisdiction in any civil or criminal matter; or (iii) by the Company in its discretion.

FMCSA (DOT Regulations 392.82, as amended from time to time) prohibits the use of a hand-held mobile device while operating a commercial motor vehicle. Pursuant to this regulation the Company has a Zero Tolerance for Employees' unlawful use of a cell phone, smart phone, or any other hand-held device while driving or intentionally/tampering with a Drive Cam camera lens with tape, paper, cloth, ink, or anything else for the purpose of obstructing/disabling either or both camera lenses from being able to view as intended (i.e. unlawful cell phone use) ("Mobile Device Rule").

An employee shall be subject to discipline if they are observed, via on-board recording devices, by management, a law enforcement officer that issues a citation. or plead or found guilty by a court of law, of violating the Mobile Device Rule. An employee will be immediately discharged for violating the Mobile Device Rule.

An employee may be subject to immediate discharge if he or she has a rollaway, pull away, or rollback.

Nothing in this Article shall limit any of the Employer's rights to impose discipline or discharge under any other provision of the Agreement.

ARTICLE 19
Jury Duty

19.1 Employees on the payroll with thirty (30) days or more of service will be reimbursed for any loss of income incurred during the time spent on jury service with a maximum of ten (10) days annually. Any reimbursement of lost income will be reduced by compensation received by the employee from the court for jury duty.

19.2 If an employee is summoned for jury duty, the employee shall notify the Company at least 72 hours in advance before the service date.

19.3 Documentation of jury summons and any compensation from the court and strict adherence to the notice requirement herein will be required to be compensated

ARTICLE 20
Bereavement Leave

20.1 In the event of a death of an immediate family member, employees will be granted reasonable leave. An employee may receive two (2) prorated days (prorations will be calculated by the methods detailed in the Service Contract Act similar to holiday pay) of bereavement leave with pay per occurrence for scheduled workdays actually missed, but otherwise, bereavement leave is without pay.

Immediate family member is defined as a parent, stepparent, legal guardian, spouse, child (including foster and stepchild), grandparent, brother, sister, brother-in-law, sister-in-law, parent-in-law and grandchildren.

The Company may require, and the employee shall provide if requested, verification of the need for bereavement leave and/or the relationship of the deceased family member. Requests for bereavement leave must be made to the employee's supervisor as soon as possible.

ARTICLE 21
Vacations

21.1 Eligibility for vacation pay, the length thereof, and the amount of vacation pay, will be determined by the applicable Wage Determination under the Service Contract Act and implementing regulations.

21.2 Vacation time may be taken in increments of not less than 1/2 one day at a time, at any time after it is earned. Vacation time shall not be accumulated, and any balance will be cashed out and paid to the employee on the employee's anniversary date. Supervisors may, however, grant employee requests to use vacation in smaller increments of no less than two hours at a time at the supervisor's discretion.

21.3 Vacation time earned shall be computed in workdays up to eight (8) hours per day. Vacation time will be prorated based on the average number of hours worked in the previous year with a maximum of forty (40) hours per week.

21.4 Computation of continuous service shall be determined as though all previous continuous service which qualified for earning of vacation benefits with the present Employer in any capacity; and/or the predecessor contractor in performance of similar contract function at the same Federal facility.

21.5 Prorated vacation for part-time employees. Part-time employees shall earn vacation on a prorated basis determined by a fraction the numerator of which shall be the hours worked by the employee and the denominator of which shall be normal working hours in the year required by the position.

21.6 It is understood that the Company is under no obligation to honor any request for vacation (Choice or Non-Choice) requests between the day preceding Thanksgiving and January 2nd.

Choice Vacation

The "Choice Vacation Period" shall be from January 2 through the day before Thanksgiving.

Choice vacation scheduling will be assigned on a terminal seniority basis for written requests received from the employees. Each employee will be granted one (1) choice request per year. Requests for choice vacation may be submitted for one or more weeks per request, up to the number of weeks earned each year.

Choice vacation requests for January 3 through February 28 of the following year will be submitted by December 15th of the preceding year and will be approved or disapproved by December 22nd.

Choice vacation requests for March 1 through January 2nd shall be submitted during the month of January and will be approved or disapproved by February 15 each year.

The Company is under no obligation to honor any Choice Vacation requests that do not meet the timelines established herein.

Choice Vacation Percentages

The granting of any choice vacation period is at the discretion of the Company, subject to its scheduling needs. A minimum of five percent (5%) for any terminal and outlying areas reporting to that terminal will be allowed vacation in any week. The 5% is based upon the number of Regular Drivers at the Terminal regardless their work status. In applying the above percentage, any fraction of .51 or greater will result in one additional Driver being allowed off. The parties agree that those Terminals and outlying areas consisting of so few Drivers that the applicable percentage does not provide for a fraction of .51, will allow at least one (1) Driver off.

Section 3. Non-Choice Vacation

All requests for vacation other than choice vacation will be requested in writing on a standardized form and scheduled on a first-come, first-served basis, by seniority. Requests turned in on the same day will be treated as having been received at the same time. An employee may not submit more than four (4) vacation requests on any day. The same 5% minimum rule will apply. If there are not 5% of employees off on the requested day off the request will be approved subject to scheduling needs. Any approvals for requests received within 14 days of the day off that is requested will be in the full discretion of the Company.

Such requests will be acted upon as soon as practicable and the employee will be notified in writing within seven (7) calendar days. The Company shall retain a record of all disapproved vacation requests in the order they were received and denied. This record will be used to fill cancelled vacation time or for the approval of alternative vacation requests.

ARTICLE 22
Leave of Absence

22.1 The Employer may grant a personal leave of absence to an employee with seniority provided:

a) The employee requests the leave, in writing, at least one (1) week in advance of such a leave, unless there was no possibility that the employee had such prior knowledge of the necessity of the leave. Approved leaves shall be in writing with a copy to the Union; and

b) The leave is for a specified time not to exceed thirty (30) calendar days in duration which may be extended for an additional specified time not to exceed an additional thirty (30) calendar days in duration at the sole discretion of the Employer.

c) Upon the expiration of an employee's authorized personal leave of absence, said employee shall be reinstated with full seniority to the same or substantially equivalent employment.

22.2 The Employer shall implement the Family Medical Leave Act (FMLA) consistent with applicable law, and the provisions of this section. The Employer shall grant family and medical leaves to employees entitled by law to such leaves.

22.3 The Employer shall continue to contribute to the Health and Welfare Fund during FMLA leaves, to the extent required by law.

22.4 In all cases of medical leave, regardless of whether the leave is a FMLA leave, the Employer may require employees to submit to medical examinations by a physician chosen by the Employer at the Employer's expense before the employee returns to work.

22.5 Upon expiration of an authorized medical or family or medical leave, an employee shall be reinstated with full seniority to the same or substantially equivalent employment (unless the employee would have been laid off or terminated had the employee not taken a leave). It is understood that employees returning to work from a leave (or any illness or injury) must be able to acceptably perform all essential job functions and may not constitute a threat to safety.

ARTICLE 23
Limitations on Part Time Employees

23.1 Once the Standards are established by the Employer, the proportion of full-time drivers to part-time drivers covered under this Agreement will not change significantly unless or until the scheduling needs of the USPS require to Employer to alter the Standards to meet the USPS requirements, in the discretion of the Employer. Notwithstanding anything in section 23.1, the Employer will always attempt to create as many full-time schedules as feasible and minimize the number of part-time schedules.

ARTICLE 24
Transfers

24.1 Mandated transfers may not be made except for good cause subject to recourse through the grievance procedure or by agreement between the Employer and the Union. In emergency situations, however, an employee may be required to work at a different location for three (3) days. The mandated reassignment shall be to the same facility and not more than once per two pay periods. Additional travel time and mileage shall be paid to the employee who is mandated to work a reassignment. Any travel and mileage pay will be calculated based on the difference between the regular work reporting location and the reassigned work location, if the mileage and travel time is less than the normal work reporting location there will be no travel pay. Reassignments that are voluntarily accepted will not receive travel time and mileage pay.

ARTICLE 25
Driver's License

25.1 In cases where a driver has their CDL or access to the mail revoked, a driver will not immediately lose their seniority. Instead, they will first be placed on an unpaid leave of absence, for a period of 90 days, this leave may be extended up to one year at the sole discretion of the employer.(In the case of partial denied access, the employee will be permitted to perform available work not impacted by the partial denial, if practical). If, during this period, the employee's CDL is restored or the denial of access to mail or other restriction is lifted, the employee will be returned to duty with no loss of seniority. If not, the provisions of Article __ shall apply. Nothing in this Article, however, shall prevent the Company from subjecting the driver to the disciplinary provisions of this Agreement as to the conduct which led to the loss or revocation of the CDL or to the denial of access to mail or other restrictions.

ARTICLE 26
Doctors' Examinations

26.1 All doctors' examinations requested by the Employer will be paid for by the Employer when conducted at a Company Designated Clinic with DOT certified medical providers. In the event the employment of the employee is terminated on the basis of the report of the Employer's doctor, or in the event of questionable status of employee's health upon being rehired due to a layoff, the Union may, at its own cost, have such report checked by a doctor of its election. The Company uses a third-party consortium to manage the Company wide selection, paperwork, and billing with these clinics.

ARTICLE 27
Time Records

27.1 The Employer shall keep accurate time records and make them available for inspection by the Union upon request so that there will be no misunderstanding about the employee's time. For the purposes of this section the parties acknowledge that time records may include Standards, trip sheets, logs, or any combinations thereof or their equivalent as approved by the Employer.

ARTICLE 28
Payday

28.1 Payday shall be at least as often as biweekly (every two weeks). Employees must receive a paper or electronic paycheck; an Employer is prohibited from paying an employee in cash.

ARTICLE 29
Individual Agreements

29.1 There shall be no side deals or individual agreements whether orally or in writing, between any Employer and employee. No employee either orally or in writing, shall enter into any agreement, contract, or arrangement covering any employment to which this Agreement applies which is contrary to or conflicting with the terms and conditions of this Agreement.

29.2 It is the policy of both the Employer and the Union to comply with all Federal and State Equal Employment Opportunity Laws and not to discriminate against any employee because of race, sex, color, religion, national origin, age, membership or non-membership in the Union, or any protected category.

ARTICLE 30
Employee Liability

30.1 No employee shall be held financially responsible for property damages incurred in the performance of his or her daily duties.

30.2 No employee shall be charged for any insurance premiums or for any deductibles or costs related to any insurance claim or any other claim of damage to property.

30.3 The employer shall pay for automated red-light tickets and school bus tickets on a timely basis. Upon proper advance notice to the employee the employer may deduct the cost of such tickets from the responsible employee's paycheck. Under no circumstances will the employee be responsible for penalties, or late fees not attributable to the employee.

ARTICLE 31
Credit Union

31.1 The Employer agrees to deduct from the employee's regular paycheck and forward to the credit union designated by the Union such sums as the employee may voluntarily decide to deposit. The employee will notify the Employer by written authorization of the amount to be deducted and deposited. Such deduction will be on a biweekly basis and forwarded to the credit union.

ARTICLE 32
Open Full-Time Positions

32.1 Any full-time positions that become open must be offered to part-time employees at that location as follows:

a) Any available full-time position shall be offered in in order of seniority, first to full time bargaining unit members, then to part-time bargaining unit members.

b) These part time employees are to be offered the position in seniority order, starting with the part time employee with the most seniority.

c) Such seniority is not length of time at the location, but rather seniority, as defined in Article 17.1

ARTICLE 33
Monitoring Devices

33.1 The Employer shall have the right to introduce and use electronic monitoring equipment ("EME") on any and all Employer owned equipment, including without limitation, global positioning satellite ("GPS") devices, tracking devices, timekeeping devices, log verification devices, locators, on board computers and monitors and on-board camera and event recorders. If necessary, for a driver to perform his or her duties, the Employer will provide reasonable training on the use of the devices. Prior to implementation by the Employer of the use of new types of EME, the Employer shall notify the Union and, upon request, shall meet to explain the equipment and its intended use.

On-Board Camera and Event Recorders.

33.2 A. The purpose of on-board cameras and event recorders is to be a tool to assist drivers to operate their vehicles safely and to improve and take appropriate corrective action with respect to unsafe driving actions.

B. On-board cameras ("Drive Cam") and event recorders may view the interior and exterior of the vehicle. On-board cameras operate on a continuous loop, but no live feed or constant recording or monitoring by the Employer is strictly forbidden and shall be considered a violation of the employee's rights under this collective bargaining agreement subject to grievance and all other remedies as determined by the Union. A recording shall be saved only when triggered by unusual events (e.g., accident, hard braking, swerving or other significant irregular movement) or when manually triggered by the driver. The Union and all drivers will be informed that when triggered, the on-board camera will record and save video and sound data (including conversations) in the vehicle. However, any audio recorded on the on-board camera and event recorders shall not be subject to discipline, transcription, or public release.

C. While the On-board cameras have inward facing and recording capabilities, the inward capabilities will be disabled by August 1, 2025. However, in the event that the Company's FMCS Safety Score for unsafe driving exceeds 30% at any time the Company shall have the absolute right at any time to enable the inward on-board camera capabilities in its sole discretion and without any notice or obligation to bargain with the Union. In the event that the Company enables the inward On-board camera functionality the following will apply: cameras operate on a continuous loop, but no live feed or constant recording or monitoring by the Employer is strictly forbidden and shall be considered a violation of the employee's rights under this collective bargaining agreement subject to grievance and all other remedies as determined by the Union. An inward facing recording shall be saved only when triggered by unusual events (e.g., accident, hard braking, swerving or other significant irregular movement) or when manually triggered by the driver. The Union and all drivers will be informed that when triggered, the on-board camera will record and save video and sound data (including conversations) in the vehicle. However, any audio recorded on the on-board camera and event recorders shall not be subject to discipline, transcription, or public release. The Recording of inward facing on-board cameras shall not commence more than ten (10) seconds prior to the triggering event and shall cease ten (10) seconds after the triggering event.

D. No employee shall receive discipline based solely on information collected or obtained by an on-board camera or event recorder. Discipline shall not be deemed to be *"based solely on information obtained by an on-board camera or event recorder"* if the Employer shows the driver the recorder clips and affords the driver an opportunity for explanation as set forth below:

a. In the event a driver is identified as having committed a driving or rule infraction through the triggering of the on-board camera or event recorder the recorder clips will be shown by the Safety Director or Terminal Manager or his or her designee to the driver involved (which may be by electronic means) and the designated union steward, if the driver invokes their Weingarten Rights.. The designated union steward will make themselves available within 48 hours of when requested. Where a Union Steward is unavailable the Union representative may appear in his/her place provided they are available to meet within 48 hours of when requested by the Employee.
b. The Driver may be given an opportunity to supply rationale of why the recorded event was not a bona fide infraction. If the explanation is accepted by the Company, the event will be dismissed, with no further action.
c. In the event the explanation is not accepted, the Company will move forward with any resulting discipline.

E. Any discipline shall be issued and maintained pursuant to the Just Cause provisions of Article 18. Except for violations of the work rule prohibiting the use of mobile communications devices, a driver: (1) shall not receive discipline for an infraction detected through an on-board camera or other event recorder unless the driver has received training or coaching for the same type of infraction within the preceding 12 months; and (2) shall not be discharged as a result of an infraction detected through on-board camera or event recorder unless he or she has received at least two (2) documented counseling as the result of the same type of infraction. The second (2^{nd}) documented counseling may subject the employee to suspension at the Employer's discretion. The suspension will be no more than three (3) of the employee's workdays, and must have been received by the employee within the immediately preceding twelve (12) months of the current infraction date.

F. If a violation of the Employer work rule prohibiting the use of mobile communications devices while operating an Employer vehicle is detected through an on-board camera or event recorder, the Employer shall not be required to provide coaching or retraining as set forth above in paragraph D and any discipline will be in accordance with Article 18

G. On a monthly or upon request of the Union, the Employer will provide to the appropriate Union official copies of the Event reports for all Drivers in each Terminal who are called upon to review event recorder or video clips:

1. Date of alleged infraction
2. Driver name
3. Truck number
4. Triggering event
5. Type of alleged driving infraction
6. Date reviewed with Driver (as appropriate)
7. Disposition of alleged infraction

ARTICLE 35
Subcontracting

35.1 Non-bargaining unit employees, including supervisors, shall not perform bargaining unit work assigned to employees in job classifications covered by this Agreement unless necessitated by an emergency situation.

35.2 In order to be able to adequately fulfill customer demands and expectations that cannot be met by using bargaining unit employees, the Employer reserves the right to utilize temporary or seasonal employees from employee leasing agencies or other sources ("Leased drivers"). Such seasonal drivers shall only be utilized from November 1st through January 15th and shall not be utilized where bargaining unit employees are on layoff or otherwise available to perform such work.

35.3 To fulfill customer demands and expectations that cannot reasonably or practically be met by using bargaining unit employees, the Employer may utilize leased drivers or subcontract with subcontractors to run routes using the subcontractor's equipment and employees ("subcontracts"). The use of leased drivers or subcontractors will be limited to specific trips and/or specific routes for a specified period of time. The use of leased drivers or subcontractors shall not be utilized as a mechanism to avoid recalling drivers on layoff subject to recall. The use of third-party sources of labor as provided for in Sections 35 herein shall not be utilized to diminish the growth of the bargaining unit, supplant the need to hire regular drivers where sufficient work exists or deprive any member of the bargaining unit of regular or overtime work opportunities.

35.4 The Employer will exhaust the Extra Work Board process outlined in Article 40 prior to utilizing the subcontracting Article 35.3.

ARTICLE 36
Drug Testing & DOT Physicals

36.1 The Employer requires drug/alcohol testing of its employees to the extent authorized or required by applicable law. Testing may also occur when reasonable suspicion exists and the person observing the employee has completed reasonable suspicion training. The Employer will designate the drug/alcohol testing facility for all employee drug/alcohol testing. Employees will timely and properly comply with this provision. Failure or refusal to submit to a sobriety/drug test or failure to pass a drug/alcohol test with appropriate just cause to test is subject to Article 37, Section 2 of this Agreement.

36.2 The Employer will pay the cost of all examinations/testing. The Union agrees that it will cooperate with the Employer in maintaining a drug free/alcohol free workplace. The Company will pay the greater of, a lump sum of $30 or the actual hours it takes to attend the test at applicable minimum wage rate for all time related to compliance with Company-required drug/alcohol tests. The Company shall not call in an employee for purposes of drug testing, if it may adversely affect the driver's ability to achieve a required DOT break needed to perform their regular schedule

36.3 The Employer maintains a list of Employer Designated Clinics with DOT certified medical providers. Employees must select one of the clinics for their DOT certified physicals. The Employer also uses a third-party consortium to manage the Employer wide selection, paperwork, and billing with these clinics. The Employer shall pay the cost of the examination. Alternatively, an employee may, in his/her discretion, choose to see a doctor of his/her choosing to complete his/her DOT certified physical so long as such doctor is certified to complete such physical and the employee pays for the cost of the physical.

36.4 Employees may come forward to the DER (Designated Employer Representative), prior to testing or being required to test and prior to having any violation of CFR 49 Part 382, with a Drug or Alcohol misuse problem. Employees may be allowed to be evaluated by an SAP familiar with DOT requirements. In addition, the Employee will provide documentation that they successfully completed a Substance Abuse Program and have been re-evaluated by the SAP. The SAP must provide recommendations for the Employee to return to safety-sensitive work. The Employee must pass a Return to Duty Test and abide by the SAP's recommendation for follow up testing. Once all documentation is provided, the DER will determine if the Employee is eligible to return to work. The Company will not pay for or reimburse expenses for this process.

Employees who fail to come forward to the DER in accordance with the foregoing are subject to termination and reporting to the Clearinghouse. This includes where the Employee fails to come forward to the DER, but the Company discovers an admission to prohibited drug and/or alcohol use through a DOT physical, return-to-work documentation, medical records, phone calls, or the Employee otherwise admits to recent drug and/or alcohol use.

ARTICLE 37
Work Rules

37.1 The Employer retains the right to modify and post such reasonable rules and regulations, not in conflict with this Agreement, as it may, from time to time, deem best for the purposes of maintaining order, safety and/or effective operation of its business and, after being posted in the office for seven (7) days and providing written notice the Union, to require compliance therewith by employees. The Union has the right to protest any such rule or regulation, not contained in this contract or addendum thereto, through the grievance procedure at the time of the posting or at the time any such rule or regulation is applied to any employee. All work rules currently in effect are listed in Appendix 1 hereto. Any new work rule, not listed in Appendix 1 is subject to bargaining with the Union. However, it is understood that any work rule created due to a directive, rule, or obligation placed on the employer by the employer's customers or governmental body will not be subject to bargaining.

ARTICLE 38
Attendance

38.1 Because of the service nature of the Employer's business, it is necessary that employees report to work on time, ready to work every day, and to work all scheduled hours and runs. Excessive tardiness and poor attendance disrupt customer service and cannot be tolerated. The Employer has adopted the following standards on the number of allowable absences within a specific period. For purposes of this policy, "an occasion of absence" is defined as the failure to timely report and/or remain at work as scheduled absent any exigent circumstances, as described in this Article.

38.2 This definition includes late arrival, tardiness and early departure, and all other times lost from the job, except:

(a) Holidays;
(b) Vacation;
(c) Death in the immediate family;
(d) Leave due to work related injury or illness;
(e) Approved leaves of absence;
(f) Days on which no work is scheduled;
(g) Time away from work pursuant to the Family and Medical Leave Act;
(h) Time away from work allowed as an accommodation to an employee with a disability;

(i) Military leave; and
(j) Excused absence or tardiness.

If an employee is going to have an occasion of absence the employee should notify the dispatch office or Terminal Manager at least four (4) hours in advance of the scheduled work time if possible. If tardiness, notice must be provided as soon as practicable.

An occasion may not be deemed excused simply because of timely notification. The employee may contact the Terminal Manager to inquire whether the occasion of absence is excused or unexcused. The employee will be provided an opportunity to provide documentation to change the related to absence or tardiness to be recorded as "excused".

Employees who report in a condition considered not fit for work will not be allowed to work, may be disciplined, and may be counted as absent. Employees who report for work without proper equipment or in improper attire may not be permitted to work but will be given sufficient time to remedy all dress code, and or equipment problems, provided they are still able to commence at their scheduled start time.

38.3 When an employee has one (1) or more unexcused absences recorded against them, the employee will be issued a documented counseling statement and be provided a copy of this Article, and the employee will be informed that subsequent unexcused absences within a 12-month period could result in additional progressive discipline.

Additional progressive discipline for unexcused occasions of absence shall be issued as follows:

(a) Upon two (2) occasions of absence in a 12-month period, the employee will be issued a Written Warning concerning attendance standards.
(b) Upon three (3) occasions of absence in a 12-month period, the employee will be issued a Final Warning concerning attendance standards.
(c) Upon four(4) occasions of absence in a 12-month period, the employee may be discharged from employment.

Current employees as of the date of adoption of this Agreement will be provided with a copy of this Article and informed of their current number of occasions of absence(s). Employer may notify the employee that further events occurring within applicable 12-month period may result in discipline up to and including termination from employment.

38.4 If an employee is tardy on consecutive days, each day shall be considered a separate occasion of tardiness. Should an Employee receive five (5) tardy occurrences within a twelve (12) month period the Employee may be subject to termination.

38.5 If an employee is absent from work on consecutive days due to the same illness or injury, the absence will be treated as a single occurrence. If an employee fails to report to work without calling dispatch at least four (4) hours in advance of the scheduled start time, each occurrence shall be treated as 1 ½ occasions of absence under this Article unless excused. For any unforeseeable call off for less than four (4)hours the Employee will have the opportunity to have the call off treated as one (1) occasions of absence under this Article if they provide a doctor's note, accident report or medical records substantiating the unforeseeable nature of the call off.

38.6 If an employee fails to notify dispatch before their scheduled run time of an absence this shall be considered a no call no show (does not apply to excused absences) and counts as 2 occasions under section 3 of this Article.

38.7 If an employee fails to report to work without calling in on four consecutive scheduled workdays, the employee will be considered to have abandoned his or her job and otherwise resigned without notice and the employment will be terminated effective the day after such fourth consecutive scheduled workday. Exigent or emergency circumstances will be given consideration and may not be cause for discipline in the Employer's discretion.

ARTICLE 39
Layover

39.1 Any compensated scheduled layover pay will be indicated on the Driver's Standard.

39.2 In the event an Employee is stalled due to an unscheduled layover, breakdown, weather, or delay of mail delivery, the Employee will be moved by their Supervisor into a non-working time if appropriate. These periods are unknown in advance and considered Unscheduled layovers. The Company will deduct and exclude all applicable meal and sleeping periods from the Employees payment during this time. Unscheduled Layovers will be compensated at the rate specified below.

(A) 0 – less than 6 hours is $0.
(B) 6 – less than 10 hours is $50
(C) 10 – less than 18 hours is $100
(D) 18 – less than 24 hours is $150
(E) 24 Hours or more - $200.

ARTICLE 40
Extra Work Board

40.1 The company will set up an extra work board that will be used to cover temporarily open routes. Extra board drivers will be the first option to cover open routes on the extra board. Extra Board Drivers are not required to accept an assignment for call-ins less than 4 hours in advance . Any rejection of assigned work called in 4 hours or more in advance will result in one occurrence of absence under the attendance policy. If there are multiple extra work board drivers, any work assignments will be at the full discretion of the employer. All Extra Board Driver call ins will receive a minimum of 3 hours of pay per shift. In the event the trip is canceled one hour or less prior to commencement of the run the driver will receive 3 hours of show up pay.

40.2 Scheduled full time and regular part-time drivers will also be allowed to voluntarily sign up for extra work on their off days. In instances where there is no extra board driver available to cover an open run on the extra work board, the company will then reach out to any scheduled drivers (in seniority order) that volunteered to work on the day of the opening, and are available to cover the entirety of the opening without interfering with their normal full time schedule. If a full-time volunteer rejects an assignment for a day they signed up for, the company at its' direction may ban the driver from signing up on the extra work board for a period of up to 2 months.

ARTICLE 41
Scope of Agreement

41.1 It is hereby agreed and understood that the specific provisions of this Agreement shall be the sole source of the rights of the Union and any employee covered by this Agreement, and it is further agreed and understood that this Agreement contains the entire contract and understanding between the parties with respect to all matters relating to wages, hours and other conditions of employment for all employees in the bargaining unit set forth in the Recognition Article. Changes in this Agreement, whether by additions, waivers, deletion, amendments or modifications must be by mutual agreement, in writing and signed by both parties.

41.2 It is agreed that during the negotiations leading to the execution of the Agreement, the Union has had full opportunity to submit all items appropriate for collective bargaining; that the Union expressly waives the right to submit any additional items whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The Company is not required to negotiate over any terms or conditions of employment during the term of this Agreement, except for the ninety (90) day period prior to the expiration of this Agreement.

41.3 The provisions of this Agreement establishing certain rights and benefits for the Union and the employees within the bargaining unit shall be co-extensive with the term of this Agreement, and those rights and benefits shall cease and terminate entirely upon the termination or expiration of this Agreement; provided, however, that they shall cease or terminate sooner when so provided herein.

41.4 This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any other party based on attribution of drafting to any party.

THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, executors, successors, and assigns.

THIS AGREEMENT shall go into effect on June 17, 2025 and shall continue in full force and effect until May 9, 2029 ("Initial Period") and shall continue thereafter on an annual basis from year to year ("Renewal Period"). In the event either the Employer or the Union does not wish for the Agreement to automatically renew, then that party must provide written notice of its desire to terminate, modify, or amend ("Terminate") the Agreement no later than 90 days prior to the expiration of the Initial Period or any Renewal Period. In the event that either party timely indicates its desire to Terminate the Agreement, then the initiating party must notify Federal Mediation Conciliation Service (FMCS). Both parties shall agree to FMCS participation, and bargaining within thirty (30) days of original notice unless mutually extended by the parties.

EXECUTED ON, this 02 day 09, 2025

FOR THE EMPLOYER	**FOR THE UNION**
By:	By:
Aaron Gunderson	Spencer Hogan

ADDENDUM 1
WORK RULES

The following are the Employer's work rules, discipline may be given to employees for violations of the following rules subject to the collective bargaining agreement applicable law, and the grievance procedure.

1. DWI or DUI convicted for driving while intoxicated any vehicle. Upon being charged with DWI or DUI the employee shall immediately be placed on unpaid suspension pending judicial determination or pending any determination of ineligibility issued by the United States Postal Service.
2. Unlawfully leaving the scene of an accident (hit and run).
3. Any act of dishonesty or theft from the Employer, a customer or another employee of the Employer.
4. Substantiated, unauthorized possession use or misuse of Employer property.
5. Possession of firearms or explosives in or on Employer property or a postal facility.
6. Having an at-fault accident while operating Employer's vehicle.
7. Fighting while in or on the Employer's property or while on duty.
8. Insubordination.
9. Gambling while in or on the Employer's property or while on duty.
10. Substantiated instances of Intentional material omission of facts. Falsification of Employer records (including personnel records) or giving false information, which are required by local stale, federal or DOT rules and regulations.
11. Substantiated Verbal or physical abuse of any co-worker, customer, or customer employee or other forms of harassment be they sexual or otherwise.
12. Intentionally engaging in horse play or practical joking which endangers the safety of any person or property.
13. Engaging in conduct attributable to the Driver (e.g., Elog violation, not possessing eyeglasses, hearing aids or medical card, etc., but not including mechanical or inspection defects) which results in an out of service event per DOT regulations.
14. The use of any mobile communication device without a hands-free device, while operating an Employer vehicle.
15. Smoking in Employer Vehicles