

COLLECTIVE BARGAINING AGREEMENT

between

**Ruan Transport Corporation
(Johnson Controls, Inc. Account)**

And



General Teamsters Local Union 326

**For the Period of
December 1, 2014
Through
November 30, 2019**

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This Collective Bargaining Agreement ("Agreement"), in effect from execution through November 30, 2019, is made and entered into by and between RUAN TRANSPORT CORPORATION, hereinafter called "the Company" or "the Employer," and GENERAL TEAMSTERS LOCAL UNION 326, hereinafter called "the Union."

ARTICLE 1

Recognition

Section 1: The Company recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time truck drivers, warehouse drivers, shuttle drivers and hostlers employed by the Company and performing work out of the facility located at 700 North Broad Street, Middletown, Delaware, whom are contracted to the Johnson Controls, Inc. ("JCI") account, excluding all office clerical employees, quality control employees, professional employees, janitor/watchmen, guards and supervisors as defined by the Act, for the purpose of collective bargaining with respect to wages, hours of work, and conditions of employment.

Section 2: Each employee covered by this Agreement shall apply for membership in the Union after thirty (30) days from the date he begins work and shall remain a member as a condition of employment and the Employer agrees to notify new applicants for employment and former employees returning to employment of this Agreement. The Employer shall notify, by a mutually satisfactory means, the Union of all new hires on a weekly basis.

The Employer, within three (3) working days after receipt of notice from the Union, will discharge any employee who is not in good standing in the Union as required by the preceding paragraph. The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities for damages or penalties that may arise out of or by reason of any action that may be taken by the Employer for the purpose of complying with this Section.

Section 3: When the Company needs additional employees the Local Union will be contacted to provide the needed manpower, but this shall not be the exclusive means of obtaining new employees. The Company shall be permitted to hire new employees from alternative sources.

ARTICLE 2

Check off

Section 1: The Employer agrees to deduct from the pay of all employees covered by the Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union (or to any other such organization as may be mutually agreed to) all such deductions prior to the month for which the deduction is made. Where laws require written authorization by the employees, the same is to be furnished in the form required.

Section 2: The Local Union shall furnish to the Employer the required authorization, together with an itemized statement of dues owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first paycheck of the member and remit to the Local Union in one (1) lump sum. The Employer shall add

to the list submitted by the Local Union the names of all regular employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Section 3: Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or had no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

Section 4: The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed upon. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable federal or state law. Consistent with the above, the Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to any designated Local Union Political Action Committee. The Union shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck, and shall provide the Employer a copy of the signed deduction authorization for each employee electing to make voluntary contributions.

Section 5: The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or liabilities that might arise out of or by reason of any action that shall be taken by the Employer or furnished to the Employer by the Union or for purposes of complying with any of the provisions of this Article.

Section 6: In the event that the Employer is determined to be in violation of this Article by the decision of any appropriate Grievance committee and if the Employer remains in violation after receipt of seventy two (72) hours written notice of such violation, the Local Union may strike to enforce this Article. However, such strike shall be terminated upon delivery of any delinquencies. Errors or inadvertent omissions shall not constitute a violation of this Article by the Employer.

ARTICLE 3 Management Rights

Section 1: The management of the business and the direction of its working force, including but not limited to, the right to direct, plan and control operations, to subcontract, to establish and change working schedules, to hire, promote or transfer employees, to suspend, discipline or discharge employees for just cause, to relieve employees because of lack of work or other legitimate reasons, to make rules and regulations, to introduce new or improved methods or facilities, and/or to change existing methods or facilities, are exclusively the rights of the Company except as specifically limited by an express provision of this Agreement. The Company shall not use subcontractors for the sole purpose of undermining the size of the bargaining unit.

ARTICLE 4

Bargaining Unit Work

Section 1: The Company retains the right and sole discretion to assign supervisory personnel and/or non-bargaining unit personnel to perform bargaining unit work based on the needs of the operation, provided, such assignment shall not be used to deprive bargaining unit members of work and/or to circumvent this Agreement.

Section 2: The Company retains the right to contract out work to other carriers when work load exceeds the available capacity within the bargaining unit, so long as all available bargaining unit members are working or have been offered work.

ARTICLE 5

Union Stewards and Business Agent Visitation

Section 1: The Company recognizes the right of the Union to designate Stewards and alternates from the Company's seniority list. The Company will not grant Stewards or Alternates any special privileges.

Section 2: The authority of Stewards and Alternates shall be limited to, and shall not exceed, the following duties and activities: the investigation and presentation of grievances in accordance with this Agreement; the transmission of messages and information which originate with and are authorized by the Local Union or its Officers, providing these messages and information have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve a work stoppage, slowdown, refusal to handle goods, or any other interference with the Company's business.

Section 3: The Company has the authority to discipline a Steward or Alternate that violates this Article, or violates any part of this Agreement. Stewards and/or Alternates have no authority to take strike action or to cause a work stoppage.

Section 4: Union Business Representatives shall be permitted access to Company operations to talk with Stewards and employees and to process and investigate grievances during working hours, so long as the Representative announces his presence to a Company representative and the actions do not disrupt the Employer's normal operation. The Representative shall follow company safety procedures and shall wear necessary personal protective equipment while on work premises.

Section 5: Stewards shall be permitted reasonable time to investigate and process grievances, during working hours, so long as it does not interrupt the Employer's operation. One steward shall be paid for all time spent representing employees during grievance meetings and/or in any other meeting with management. Up to a maximum of two employees shall be paid for up to eight hours per day for actual time spent in contract negotiations with the Company.

Section 6: The Chief Steward shall be considered the most senior employee

for purposes of layoff and recall under this Agreement. At the close of their term of office, they shall return to their regular position on the seniority list. The forgoing shall not be construed to apply to vacation, wage rates or any benefits except those realized in the increase or decrease of personnel.

ARTICLE 6 **Seniority**

Section 1: The Company recognizes the principle of seniority. Seniority is defined as an employee's most recent date of hire with the Company in the bargaining unit at the Middletown, Delaware facility. The Company shall provide the Union with a copy of the Company seniority list upon request.

Section 2: An employee's seniority shall be lost and the employee shall be terminated by the following:

1. Discharge for cause;
2. Voluntary quit;
3. Failure to return to work on the specified date following layoff as specified in Article 8;
4. Failure to perform any work for the Company for a period of twelve (12) months, except in cases of return from on the job injuries where the period shall be twenty four (24) months;
5. Failure to return to work without notice on a specified date after a leave of absence or vacation;
6. An unexcused absence of three (3) consecutive working days without notifying the Company.

Section 3: The Company agrees to post seniority lists every six (6) months showing employee's name and hire date. Copies of such list shall be submitted to the Union. Any protest to the seniority position of any employee must be made within thirty (30) days of the posting.

Section 4: Bargaining unit employees who leave the bargaining unit and become members of management shall relinquish all seniority rights immediately upon becoming management.

ARTICLE 7 **Probationary Period**

Section 1: Each employee hired as an applicant shall serve a probationary period of ninety (90) calendar days. The Employer and the Union may agree to extend the probationary period for up to an additional thirty (30) calendar days.

Section 2: During the probationary period, the Company shall have the right to discharge or discipline an employee without assigning a cause. This action shall not be subject to the grievance and arbitration provisions of this Agreement, except that no probationary employee shall be discharged in retaliation for Union

activities.

Section 3: Probationary employees shall not be eligible for any benefits granted to regular employees under this Agreement.

ARTICLE 8 Layoff and Recall

Section 1: In reducing the work force due to slackness of work, the last employee hired shall be the first employee laid off, provided that the remaining employees are qualified to perform the work. In recalling employees from layoff, the last employee laid off shall be the first employee recalled, so long as the employee is qualified to perform the necessary work. Probationary employees within the affected classification shall be laid off before employees with seniority. Part-time employees shall be laid off after probationary employees but before full-time employees. Notice of the layoff shall be given to the Union within twenty-four (24) hours of its occurrence.

Section 2: Employees must contact the Company within forty-eight (48) hours of receiving notice from the Company of recall from layoff status. Drivers recalled from layoff must return to work within seven (7) calendar days (14 calendar days if the employee is gainfully employed elsewhere) and comply with applicable Company return to work policies. Drivers shall be recalled from layoff by certified or registered mail delivered to the employee's last known address on file with the Company.

ARTICLE 9 Bidding and Dispatch Procedure

Section 1: The Company recognizes driver seniority and will, where operationally feasible, allow drivers to bid on available loads based on their seniority.

Section 2: Each week drivers shall select available loads for first out work based upon seniority. Drivers will be assigned a designated call in time for Thursday or Friday based on their seniority and are required to call in and select their initial load for the week. If a driver misses his or her designated Thursday or Friday call in time the Driver will pick an available load from those remaining at the time of his or her call in. If a Driver fails to call in Friday by 5:00 p.m., the Driver loses his or her seniority for the day but still may be assigned a load if available. Any additional first-out loads for the week including vacation shall be dispatched by the Employer in accordance with seniority provided the Employer's operational need to cover all open runs is met. If for any reason JCI operations cause a delay of first-out dispatch, the Company shall notify all drivers of the rescheduled bid times.

Section 3: All Drivers must have a chance to select a load before any Driver chooses a 2nd load.

Section 4: For all subsequent loads during the week, Drivers will communicate with the terminal by PeopleNet, whenever available. Drivers will communicate by telephone only if PeopleNet is unavailable. Drivers will notify the terminal of the time at which they expect to be available to depart the terminal, and the hours available, by noon on the day

prior to arrival. Dispatch will group drivers according to their time of departure in blocks of one to three hours. Dispatch will then send a list of loads that need to go out during the applicable time block to the drivers who have indicated they will be departing within the time block, by 3:00 p.m. each day. The total number of loads provided to the group of drivers in any dispatch block will equal the number of drivers in the block. The loads to go out during any time block will be determined based on order of production and any "hot" or priority loads designated by JCI. Drivers will then select preferred loads on the basis of seniority, and must respond by 6:00 p.m., or dispatch may assign a load to the driver. The senior driver will indicate his or her preferred load. The second most senior driver will indicate his or her first and second preferences, and so on. The most junior driver will take the final remaining load. Dispatch will then confirm to each driver the load he or she will be taking on the following day.

If any driver fails to contact the terminal by noon on the day prior to his or her departure time from the terminal, management may assign any available load to the driver, so long as the driver has sufficient time remaining in the week to take the load. If any driver fails to be available to depart from the terminal within two hours of his or her indicated departure time, management may reassign his or her load to another driver, and select another load for the driver when he or she is prepared to depart from the terminal. If a load is not available, due to matters outside of Ruan's control, at the time when the driver is expected to depart, the driver will select from any immediately available unassigned loads, based on his or her preference, or will take the next available load if no unassigned loads are available.

Section 5: Johnson Controls has the right to change load priorities based on the demand of their customers. In these cases the load priority will be communicated to the Driver by dispatch. Upon request, dispatch will provide written verification from JCI demonstrating that JCI has designated a load to have priority.

Section 6: Drivers cannot select loads they do not have the hours to deliver.

Section 7: If the Company assigns a Yard Person to deliver loads during a full work week, the Yard Person's Company seniority will be dove-tailed with the seniority of the existing Drivers, and the Yard Person will select loads on the same basis as regular Drivers. If the Company assigns a Yard Person on a single-load basis, the Yard Person will take the next available load, as if he or she were a regular Driver returning to the terminal at that time.

Section 8: Yard Persons shall select their work schedules through seniority-based bidding during the first week of January each year. Any schedule change implemented during the year shall trigger a new round of bidding. All bid sheets shall be posted for one calendar week. Any Yard Person who is on leave at the time of a shift bid, and who expects to return to work, shall have the right to submit a bid.

ARTICLE 10

Grievance Procedure and Arbitration

Section 1: A grievance is an alleged violation of the terms of this Agreement. Any grievance or dispute arising under this Agreement, unless expressly excluded from the coverage of this Article, will be settled by the parties according to the terms of this Article exclusively.

Section 2: Initially, the employee will discuss the grievance with his immediate supervisor, and Steward if requested, at the time of the occurrence. The parties will attempt to resolve the grievance.

Section 3: If the matter is not resolved, it must be reduced to writing and presented to the employee's manager and the Union Shop Steward within ten (10) calendar days of the event giving rise to the grievance. The written grievance must contain a description of the conduct complained of, the section of the contract allegedly violated and the relief requested. Any grievance which does not substantially comply with these requirements, or which is not timely filed may be disregarded by the Company and not processed. The parties may mutually agree to waive the time limitations in this Article.

Section 4: Representatives of the Union and the Company will attempt to resolve the grievance. If no solution is reached within fifteen (15) calendar days from the date the grievance is filed, the grieving party may request that the matter be submitted to final and binding Arbitration. Such request must be submitted within ten (10) calendar days of the failure to resolve the grievance.

Section 5: If the Union requests arbitration, the parties shall attempt to mutually agree to an Arbitrator. If they cannot do so, the grieving party will notify the Federal Mediation and Conciliation Services to request a list of seven (7) arbitrators. Arbitrators' names shall be struck alternately by both parties until one name remains. A coin flip shall determine the first to strike. Either party may reject one panel prior to striking, in which case a new panel will be requested. The arbitrator will be notified of his selection and asked to submit writing with his acceptance and the earliest available hearing date. The Arbitrator selected by the parties must be available to hear the matter within six (6) months if his/her selection or another arbitrator will be chosen pursuant to the procedure above.

Section 6: Failure by the Union to adhere to the time limitations set forth in this Article shall permanently bar further processing of the grievance, including the submission of the grievance to arbitration, unless mutually waived by the parties. A failure by the Company to adhere to the time limitations shall permit the Union, at its option, to skip intermediate steps of the grievance procedure and proceed directly to arbitration.

Section 7: Unless the parties agree otherwise, in writing, no settlement of any grievance shall operate as a precedent or prior practice for any subsequent situations.

Section 8: In rendering a decision, the arbitrator will be governed and limited by the provisions of this Agreement, applicable law, and the express intent of the parties as set forth in this Agreement. The arbitrator will have no authority to add to, subtract from, or modify any of the terms of this Agreement, or substitute his judgment, but will adhere strictly to the factors submitted in the hearing, the evidence before him, and the express terms and provisions of this Agreement. The arbitrator's decision shall be binding on the parties.

Section 9: The expense of the arbitration (cost of the meeting room, cost of arbitrator and his/her expenses) will be split equally by the parties.

Section 10: The Union and the employee waive their right to pursue any judicial or administrative remedy against the Company as to any matter subject to the procedure established in this Article. Any complaint arising in connection with the application or interpretation of this Agreement, including but not limited to claims regarding alleged missed meal and rest periods and alleged payments of wages, shall be subject to the grievance and arbitration procedure set forth in this Article and not by way of court, a jury trial, or an administrative proceeding, regardless of whether the claim alleges a violation of this Agreement or of a statutory requirement. Any settlement under the procedures established in this Article, short of arbitration, shall be binding on the Company, the Union and the employee and shall preclude any further administrative or judicial relief.

Section 11: Any award of back wages shall be limited to the amount of wages the Employee would otherwise have earned from his or her employment with the Company subsequent to the timely filing of the written grievance, less any unemployment or other compensation received during the period in question.

ARTICLE 11

No Strikes or Lockouts

Section 1: The Company agrees that there will be no lockout of its employees and the Union agrees that there will be no strike, sympathy strike, slowdown or stoppage of work for the duration of this Agreement.

Section 2: During the life of this Agreement, except as otherwise permitted in Article II, Section 6, the Union will not order a strike, and if any strike occurs, the Union will immediately issue instructions to employees to return to work and do all within its power to end any such unauthorized stoppage of work. Under such circumstances, the Employer agrees that it will not seek damages against the Union, its officers or its agents for any such unauthorized work stoppage. The Union agrees that employees participating in any unauthorized stoppage or curtailment of work shall be subject to discipline up to and including discharge.

ARTICLE 12
Non-Discrimination

Section 1: The Company and the Union agree that neither will discriminate against an employee in any term or condition of employment because of an employee's race, color, religion, sex, sexual orientation, disability, age, national origin, ancestry, Union membership status or activities, or any other prohibited basis of discrimination under applicable state, federal or local laws.

Section 2: Use of pronouns "he" and "his" herein shall be deemed to include "she" and "her."

ARTICLE 13
Company Rules and Discipline

Section 1: Employees may be discharged without prior warning for:

1. Proven Dishonesty;
2. Falsification of Company records;
3. Gross Insubordination;
4. Fighting (physical altercation);
5. Use or possession of weapons, alcohol or illegal drugs;
6. Violation of the Employer's policies on drugs and alcohol;
7. Permitting unauthorized persons to ride in a Company vehicle except as permitted by Article 24, Section 1;
8. Unexcused absence for three (3) consecutive days;
9. Failure to report an accident or injury as provided in Article 24, Section 3;
10. Stealing;
11. Unauthorized use of Company vehicle for personal use;
12. Violent physical conduct or actual threats of violent conduct;
13. Violation of the Company policy on harassment.

However, with respect to violations of Company rules and policies not listed above, the Company may terminate the employee for the violation, or use progressive discipline, as appropriate under the circumstances (subject to the requirement that the Company have just cause for any discipline issued). The available steps of progressive discipline, which are not required to be used in any particular order, are documented verbal warning, written warning, final written warning (in lieu of suspension) and discharge.

With regard to accidents and damage to property or vehicles, an employee may be discharged where the occurrence is preventable or DOT recordable. The Employer shall have the right to discharge any driver who becomes uninsurable under the Company's liability insurance policy or who is disqualified under DOT regulations. The parties may agree to temporarily place an employee in an available non driving position if feasible, during any short duration disqualification.

Disciplinary documentation shall be considered "inactive" after eighteen (18) months have elapsed, and shall not be used for determining the appropriate level of progressive discipline after that point. Records of inactive discipline shall remain in the employee personnel file, and may be relied upon in establishing the employee's knowledge of employer work rules and expectations, and in assessing the quality of the employee's overall work record for purposes of mitigation of discipline.

Section 2: The Company shall have the right to establish, revise or add attendance, work, substance abuse, drug and alcohol testing, functional testing, and safety rules by which employees shall abide. All Employees must read and acknowledge receipt of copies of any future Company adopted policies, safety procedures, work rules, attendance/tardiness rules or health or government rules. All employees shall be bound by the applicable Company drug and alcohol policy. The Company agrees to provide a copy of any new or revised rule to the Union, with seven (7) days' notice prior to implementation, whenever reasonably possible. The reasonableness of the new or revised rule shall be subject to the grievance procedure, including arbitration.

Section 3: All disciplinary/discharge notices shall be sent to the employee affected with a copy to the Union and the Shop Steward.

ARTICLE 14 Physical Examinations

Section 1: The Employer agrees to pay the cost of any physical examination or background check required by the Employer or by any governmental agency in connection with the employee's employment, including the renewal of a driver's Class A license if such is required for the employee to perform his duties. The Employer shall pay such cost, but only to the extent the cost of such examination is not covered by the applicable health and welfare plan. The Employer shall not be responsible for the cost of any follow-up evaluation or follow-up treatment identified as necessary during the examination, such as sleep apnea tests, evaluation or treatment for high blood pressure, or other similar items. Each employee shall be individually responsible for any follow-up examination or treatment, to the extent it is not covered by health insurance.

Any employee required to hold a DOT medical card shall be paid for up to a total of two hours once per year, at their regular hourly rates, for actual time spent renewing a DOT medical card, or in any Company-required physical examination.

Section 2: The Company reserves the right to select its own medical examiner or physician, and the Employee may, if he believes an injustice has been done, be reexamined at the Employee's expense, by a physician of the Employee's choice. Both the Company-selected physician and employee-selected physician must be DOT-certified on the National Registry.

In the event of disagreements between the doctor selected by the Company

and the doctor selected by the Employee, the Company and Employee doctors shall together select a third doctor within thirty (30) days whose opinion shall be final and binding. The expense of the third doctor shall be borne equally by the Employer and the Employee.

Section 3: The Company will provide all necessary personal protective equipment. For employees who require safety glasses with prescription lenses, the Company will reimburse the employee (upon submission of legitimate receipts) for any cost of the glasses that is not covered by any applicable health plan. The Company shall make safety boots available to employees at no cost, through a Company safety boot program. The program shall include at least one insulated boot option. The Company will provide replacement safety boots on an as-needed basis, at no cost to employees, so long as employees exercise due care for the boots they receive. The Company will provide metatarsal guards for all employees, which must be worn together with approved steel-toed, non-slip footwear. The Company will provide one set of rain gear or insulated coveralls for any employee once per year. Additionally, the Company will launder and maintain the uniforms employer might require the employees to wear. The Company will replace personal protective equipment where legitimately damaged during work and present for replacement by the Employee.

**ARTICLE 15
Bulletin Boards**

Section 1: Subject to JCI approval, the Employer agrees to provide an enclosed bulletin board in an area of the terminal that will be accessible to all employees covered by the contract. Postings by the Union will be made by the Union Business Agent or Steward, and will be confined to official business of the Union.

**ARTICLE 16
Wages**

Section 1: Effective upon ratification of this Agreement, the applicable hourly rate of pay shall be as follows:

Ratification	12/01/15	12/01/16	12/01/17	12/01/18
\$21.75	\$22.50	\$23.25	\$24.00	\$24.75

Section 2: Yard persons shall be paid hourly at the above applicable hourly rates. The third shift yard person shall receive a shift premium of \$.50 for all hours worked during the third shift.

Lead persons, if any, shall receive a one dollar (\$1.00) premium on top of his applicable hour rate. The lead person must be mutually agreed to by the Union and the Company.

Section 3: Effective upon ratification of this Agreement, the applicable drivers' mileage rates shall be as follows:

Ratification	12/01/15	12/01/16	12/01/17	12/01/18
\$0.44/mile	\$0.445/mile	\$0.45/mile	\$0.455/mile	\$0.46/mile

Note: Mileage shall be determined using PC Miler. The Company shall provide mileage information for all loads.

Section 4: Drivers out on the road who confront impassable highways and/or breakdowns shall be required to notify the terminal via PeopleNet when available, and if not then via telephone, to be eligible for impassable/breakdown pay. Such contact will be made as soon as possible after the occurrence. Pay for such occurrences will commence after one (1) hour of down time.

Section 5: Layovers and Expenses:

Forced Layover: Where a driver is forced to layover away from the home terminal due to operational needs not associated with his initial assigned run, layover pay shall commence following the sixteenth (16th) hour after the end of the run. After the sixteenth (16th) hour, pay shall be for each hour on a layover up to a maximum of eight (8) hours at the appropriate hourly rate. On each succeeding layover, the same principle shall apply.

Typical Overnight: For over the road loads that require an overnight, a per diem allowance of \$30.00 shall be authorized. Motels will be authorized for those drivers without sleepers. Motels must be approved in advance and only reasonable documented costs will be reimbursed. Reimbursement for the cost of the room shall be separate from the per diem. Drivers with sleepers must "overnight" in their tractor, unless a hotel is approved. Hotels will be approved where there is no safe place to park or secure the vehicle or to shower.

Section 6: Activity Pay. Drivers shall be paid the flat rate time increments set out below for the recurring activities listed below. Pay shall be calculated based on the hourly rate then in effect for drivers.

- A. Fueling: 15 minutes
- B. Scaling: 15 minutes
- C. Pre-Trip: 30 minutes
- D. Post-Trip: 30 minutes
- E. Stop Pay (delivery): 30 minutes at the applicable hourly rate. A "stop" does not include a stop at a driver's point of origin, motel, and/or domicile. Stop pay is payable on stops where deliveries are made, and on all stops at locations where the only purpose is a pickup.

F. Pickup Pay: 30 minutes at the applicable hourly rate. Pickup pay is payable any time a pickup is made, and also on all stops at locations that do not participate in the core return program, and at any location other than Walmart where there are no available cores to pick up.

G. Additional Pickup Incentive: At any stop where a driver actually makes a core pickup, he or she will receive an additional premium of \$1.00. At Wal-Mart only, the premium shall be \$2.00. No pickup incentive premium will be paid at locations where cores are not available for pickup or where for any reason whatsoever, cores are not actually picked up.

H. DOT Inspection by DOT, drug screens, smelter time, breakdown time: Actual time spent.

I. Meeting Pay: minimum of four (4) hours of pay at the applicable hourly rate.

J. In cases where a driver is improperly loaded by the customer and he must re-work his load he shall receive pay at the applicable hourly rate for all time spent re-working his load so long as he received prior approval from his manager to re-work his load. This paragraph applies to all re-work that is not a part of the delivery process.

K. Mileage drivers will be paid delay time at the applicable hourly rate at delivery/pickup stops commencing after the first hour at the stop. The driver must notify the terminal via PeopleNet if available, and if not then by telephone, and obtain authorization for delay time pay **thirty (30)** minutes prior to the commencement of delay time. Drivers delayed at their domicile terminal shall be paid for such delay at their applicable hour rate for any delay after one (1) hour.

L. Truck Wash: Upon a supervisor's approval an employee may wash his truck and receive a maximum of one hour of pay at the employee's applicable hourly pay rate.

M. New York Boroughs: A \$25.00 lump sum premium will be paid for deliveries to the following New York City Boroughs: Bronx, Manhattan, Brooklyn, Queens (Long Island), and Staten Island. The one time payments shall cover any and all deliveries within these boroughs on a given trip.

N. A \$25.00 lump sum premium will be paid to any mileage driver who works on a Saturday.

Section 7: All newly hired drivers shall be eligible for all "Terms and Conditions" in this contract, after expiration of his probationary period, but shall be paid one cent (\$.01) per mile and fifty cents (\$.50) per hour less than the applicable wage rates for the first six months and the full mileage and hourly rates beginning thereafter.

Section 8: Drivers who are assigned by the Company to train new drivers shall receive a \$175.00 per week premium in addition to their normal pay. Training runs shall be selected by the Company.

Section 9: The Employer will provide each regular employee, upon successful completion of his probationary period, a two hundred dollar (\$200.00) one time

cash advance for use on reimbursable business-related expenses. Employees must provide approved receipts to the Employer for such expenses. The Employee shall be required to repay said amount in full upon termination from employment. The Employee will be required to execute an authorization to deduct the amount, if necessary, from his regular or final paycheck

ARTICLE 17 Vacations

Section 1: Vacation shall accrue on an anniversary year basis. Regular full time employees shall accrue vacation time according to the following schedule, with vacation accruing on the employee's anniversary date:

Years of Completed Service Vacation Benefit

One (1) Year	One (1) week
Two (2) Years	Two (2) weeks
Ten (10) Years	Three (3) weeks
Twenty (20) Years or more	Four (4) weeks

Vacation pay for full time employees for each week of vacation shall be calculated at the rate of 1/52nd of the employee's W-2 for the previous year's weekly pay.

The Company shall post a vacation bid sheet on February 1 each year. Vacations shall be bid during February by seniority. Employees with less than two (2) weeks of accrued vacation must select all available vacation time due him during the initial bid period; those with more than two (2) weeks must select at least two (2) weeks of their accrued vacation. Employees may take vacation only once it is accrued. Employee vacation selection and requests must be approved and shall be permitted based upon the operational needs of the business. No more than ten (10) percent of the workforce may be on vacation at the same time. Employees with two (2) weeks of accrued vacation or more will be permitted to take one (1) week of vacation on an individual day basis. The above scheduling policy shall apply. Individual days shall be requested in advance and are subject to supervisor approval.

Section 2: No more than three (3) drivers shall be off work for vacations per day. In case of emergency or in response to unanticipated spikes in business, the Company shall have the right to recall Drivers from vacation. In the event Driver(s) are recalled from vacation, the recalled Driver(s) shall have the right to reschedule vacation on the basis of seniority, with the recalled driver(s) selecting from available dates on which fewer than three drivers are then scheduled for vacation. Drivers who can demonstrate legitimate reasons for being unavailable, such as being out of town or having substantial prepaid commitments, shall be excused from recall.

Section 3: To the extent it does not conflict with any provision of this Article,

Company policy shall govern the accrual, scheduling, and use of vacation pay.

Section 4: All requests for time off, whether submitted under this Article XVII, or under any other Article or Section of this Agreement, should be submitted to the Company at least two weeks in advance whenever possible, in order to ensure the Company is able to provide adequate coverage for the Customer's needs. The Company shall have the right to deny any discretionary leave request that is submitted with less than two weeks' advance notice.

ARTICLE 18

Leaves of Absence

Section 1: Family and Medical Leave: Company policy shall apply

Section 2: Military Leaves: Company policy shall apply.

Section 3: Personal Leaves: Company policy shall apply.

ARTICLE 19

Jury Duty and Funeral Leave

Section 1: Jury Duty: Company policy, shall apply.

Section 2: Funeral Leave: Company policy, shall apply.

ARTICLE 20

Holidays

Section 1: Regular full-time employees who have completed their probationary period are eligible for eight (8) holidays each year. They are: Christmas Day, New Year's Day, and Thanksgiving Day, plus five (5) floating holidays. Floating holidays must be used during the year, and any floating holiday not used by December 31 of any given year will be paid out rather than carried forward.

Section 2: To receive holiday pay, employees must work their last scheduled shift before the holiday and the first scheduled shift following the holiday. Employees scheduled to work the holiday must work the holiday to receive holiday pay. An employee who is on bereavement leave when a holiday occurs shall receive holiday pay for that holiday. For floating holidays, an employee must receive his supervisor's approval and must request the floating holiday at least forty-eight (48) hours in advance.

Section 3: Eligible Employees shall receive eight (8) hours of straight-time pay for each paid holiday as holiday pay. Employees required to work on the above holidays shall be paid for all hours worked (or the applicable mileage rate) plus their holiday pay.

Section 4: Employees on lay off or leaves of absence shall not be eligible for holiday pay. Employees who leave work due to a work related injury on the day before, after or on the holiday shall still qualify for holiday pay. When a holiday occurs during an employee's vacation, upon prior approval of the Company, the employee may extend his vacation by the number of holidays that occur during the vacation.

ARTICLE 21

Health and Welfare

Section 1: The Company will offer its group Health Plan benefits to all full-time employees following completion of sixty (60) calendar days of employment, as required under the Affordable Care Act. Employees and dependents may participate in the Company provided health plan on the same basis as other members of the group plan. The Company reserves the right to amend or modify any part of the Company health plan, including the plan provider and employee contributions, but will not do so unless the plan is likewise amended or modified for non-bargaining unit members. Any plan increases/decreases during the life of this Agreement may result in increases/decreases to individual employee contributions but said increases/decreases shall be the same as the increases/decreases for other employees in the Company plans.

Any employee who can establish, to the satisfaction of the Company, coverage under another health insurance plan, will be entitled to waive insurance coverage by the Company. Proof of alternative insurance must be provided annually. Should an employee under this program desire to re-enter the Company's plan, such employee will be subject to the normal eligibility requirements of the Company's plan.

ARTICLE 22

Retirement Plan

During the life of this agreement, employees who have completed their probationary period shall be permitted to participate in the Company's 401(k) plan. The Employer reserves the right to administer, select a new third party administrator, maintain, modify and amend the 401(k) plan.

ARTICLE 23

Employee Classifications and Hours of Work

Section 1: Employees will be assigned to the classification of "regular full time employee" or "regular part-time employee."

Section 2: Regular full time employees are those employees who are regularly scheduled to work an average of not less than forty (40) hours per week. Regular part-time employees are those employees who are regularly scheduled to work an average of not less than thirty (30) hours per week. Benefits under this Agreement shall be pro-rated for part-time employees. The Company may hire casual employees on a short term or seasonal basis. Casual employees will have no rights or privileges under the terms of this Agreement, except they may qualify for health benefits under this Agreement. Casuals who work more than nine hundred fifty (950) hours in a six (6) month period shall qualify for applicable seniority under the terms of this Agreement. Should a casual employee become a full time employee, time worked shall apply to the probationary period.

Section 3: The payroll week shall be a period of seven (7) days, Sunday through Saturday. Employees shall be paid bi-weekly. Employees can be scheduled for work on any combination of days during the work week.

Section 4: All hourly work performed in excess of forty (40) hours in any work week shall be paid for at the overtime rate of one and one half (1 1/2) times the straight time rate. Only hours actually worked shall count toward the calculation of overtime. No overtime shall be worked without prior approval from a manager or supervisor. Overtime or premium payments shall not be paid more than once for the same hours of work nor shall they be pyramided.

Section 5: Drivers in interstate commerce shall not be eligible for overtime under federal or state law.

Section 6: Change of the start time, of less than two (2) hours, shall be at the discretion of the Employer. Affected employees will be notified upon the company learning of the change. Employees shall report to work timely and be dressed and ready to work at their designated start time. For changes beyond two (2) hours, the Company will provide at least one (1) week notice to the Union.

Section 7: All employees reporting for regular work when not specifically told otherwise, shall receive a minimum of four (4) hours work or four (4) hours time work pay. This shall not apply when caused by circumstances beyond the Company's control. Employees called into work will receive a minimum of four (4) hours work or four (4) hours time work pay.

Section 8: On breakdown or impassable highways due to weather conditions, drivers shall be paid the hourly rate for time spent on such delays sufficient, when combined with hours already worked, to total eight (8) hours for the calendar day. However, when an employee is required to remain with the equipment during a breakdown or impassable highway due to weather conditions, he shall be paid for all such time at the applicable hourly rate. In both of the above circumstances, the Driver must notify Dispatch as soon as possible, via PeopleNet message if available, and if not, then via telephone.

Section 9: Employees will receive one (1) thirty (30) minute unpaid meal period per work day, provided they work at least a five (5) hour shift. Employees will receive two (2) ten (10) minute rest periods which shall be taken during the first half and second half of the work day respectively.

ARTICLE 24

Miscellaneous

Section 1: No driver shall allow anyone, other than employees of the Employer, who are on duty, to ride in the truck except by written authorization of the Employer, except in cases of emergency arising out of disabled commercial equipment or an Act of God. No more than two (2) people shall ride in the cab of a tractor unless required by government agencies or the necessity of checking of equipment. This shall not prohibit drivers from picking up other Company employees in wrecked or broken down motor equipment and/or transporting them to the first available point of communication, repair, lodging/meals or

available medical attention.

Section 2: Should the employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

Section 3: The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee shall immediately make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. The employee shall receive a copy of the accident report that he submits to his employer. Failure to comply with this provision shall subject such employee to discharge by the Employer.

Employees shall immediately report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the Maintenance Department. Any employee who is not assigned to his or her regular truck, and who finds the sleeper unsuitable for occupancy shall notify the terminal immediately, via PeopleNet if available, and if not then via telephone. Management may then authorize the use of a motel on a case-by-case basis, depending on the circumstances.

Section 4: Any employee who is injured on the job after commencing work and who must leave the job for required medical treatment shall be paid for the balance of his regular shift (either 8 or 10 hours at straight time or for mileage that would have been earned) for that day if the reviewing doctor requires the employee to be away from work for the remainder of that work day. The Employer will provide any necessary transportation to the medical facility and back to work that day.

In the event any employee injury occurs while the employee is working away from the home terminal the Employer will provide transportation back to the home terminal if necessary and directed by a doctor. In the event of a fatality that occurs in the course of employment away from the home terminal, the Employer will return the deceased to his home at his terminal of domicile.

Section 5: Motor vehicle violations in company trucks shall be paid for by the employer so long as the violation was not the fault of the driver.

ARTICLE 25

Separability and Savings Clause and Complete Agreement

Section 1: If any state or federal legislation, court decision, or government regulation invalidates any Article or Section of this Agreement, all other Articles not invalidated shall remain in full force and effect. The Company and the Union shall meet to negotiate new contract language to replace the Article or Sections that have been invalidated.

Section 2: The Company and the Union agree that this Agreement will govern relations between them. Modifications to this Agreement will not control unless reduced to writing and executed by an authorized representative of the Company and of the Union.

ARTICLE 26

Term of Agreement

This Agreement shall be in full force and effect upon execution until November 30, 2019 and shall continue in full force and effect for each year after that until written notice of the desire to modify or terminate the Agreement is served by either party on the other at least sixty (60) days prior to the expiration of the contract or any automatic date of the Agreement.

GENERAL TEAMSTERS
LOCAL UNION 326

RUAN TRANSPORT CORPORATION

By: Leonard E. McCartney

By: Ron Hansen

Title: Vice President

Title: VP Human Resources

**GENERAL TEAMSTERS
LOCAL UNION NO. 326
New Castle, Delaware**

OFFICERS

Joseph W. Smith, Jr. - President/Business

Paul A. Thornburg - Secretary-Treasurer/Business Agent

Leonard E. McCartney, Jr. - Vice-President/Business Agent

Warren F. Schueler, Jr. - Recording Secretary

TRUSTEES

Richard L. Gibbons, Jr.

Paul R. Bishop

Gene Pytko