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Independent Contract Mail Driver's
Association

COLLECTIVE BARGAINING
AGREEMENT

with
Hartwig Transit, Inc.

206 North York Road, Suite C

Elmhurst, Illinois 60126

Email: icmda@att.net

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COLLECTIVE BARGAINING AGREEMENT

ARTICLE I

PARTIES

THIS AGREEMENT, made and entered into this 17th day of MAY 2017 by and between HARTWIG TRANSIT, INC., or any subsidiaries or affiliations thereof (hereinafter referred to as the "Company" and the INDEPENDENT CONTRACT MAIL DRIVERS' ASSOCIATION (hereinafter referred to as the "Union" or "Association")

WITNESSETH

ARTICLE II

PREAMBLE, PURPOSE, AND DEFINITION

1. Mindful of the dependence of the public on the efficient and uninterrupted performance of services by the Company and membership of the Association, it is the purpose of the parties hereto, by this Agreement, to secure and promote Harmonious Industrial relationships by establishing the following wages, hours, and conditions of employment to be observed by the parties.
2. The Company and the Association jointly agree to faithfully perform the obligations imposed by this Agreement.

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ARTICLE III

RECOGNITION

The Company recognizes the Association as the sole and exclusive bargaining representative with respect to the wages, hours and conditions of employment of all full-time and part-time drivers, mechanics and other garage personnel employed at all present and future acquired company locations for its mail hauling operations. All clerical employees, guards, and supervisors as defined in the National Labor Relations Act are excluded.

ARTICLE IV

UNION SECURITY

1. All employees covered by this Agreement shall, as a condition of employment, within thirty (30) days following execution of this Agreement, or within thirty (30) days following their commencement of employment with the Company, whichever occurs later, become members of the Association, and such employees shall, as further condition of employment, maintain their membership in the Association. Previously existing Owner/Operators and Brokers are not considered employees of the Company and are exempt from belonging to the Association. Owners of the Company are also exempt from belonging to the Union.
2. In the event that the Association establishes dues, or initiative fee structure, "membership", as defined in Paragraph one of this Article, shall be satisfied by tender of payment to the Association, within thirty (30) days of demand therefore, of such dues and fees.
3. Until they have worked continuously for ninety (90) days, employees shall be considered on probation, at the sole discretion of the Company upon a showing of good cause. During this probationary period, such employees may be discharged, laid off or transferred at the sole discretion of the company and will not receive any wage increases or be covered by any insurance benefits of the parties.

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ARTICLE V

DURATION OF CONTRACT

This agreement shall be in full force and effect, commencing the ^{1st} day of May 2017 to and including June 30, 2019, and shall be automatically renewed from year to year thereafter unless terminated or changed. In the manner provided hereinafter. The wage agreement has become a multi-tier/multi-effective date system due to changes in the postal contracting renewal system and new route bidding. The Union may upon written notice to the Company ninety (90) days prior to the two (2) year anniversary date of award or renewal of a specific postal contract; renegotiate Article VII, any wage increases will have effect until June 30, 2019. Should the Company or Union desire to change, renegotiate, or terminate this Agreement, written notice thereof shall be served by mail upon the other not more than ninety (90) days or less than sixty (60) days prior to June 30, 2019.

ARTICLE VI

HOURS OF WORK AND LUNCH TIME

1. **Hours:** The Company shall, in its discretion, select the reporting time and reporting location and advise employees of same. The Company, in its discretion, shall schedule the maximum hours allotted for a driver to complete his run, and a driver's paid hours shall not exceed the number of hours scheduled by the Company for completion of a trip, except in an emergency situation, in which the Company will authorize pay for extra hours (or portions thereof), if the driver telephones The Company as soon as it is practical to advice of an anticipated delay, and the Company, upon consideration of the matter, authorizes such, provided that the driver substantiates an emergency situation or breakdown.
2. Nothing contained in this Agreement is intended to be construed as providing any guarantee of work for any employee for any specific number of hours per day or per week for any specific period of time.
3. **Lunch Time:** The Company may schedule an unpaid lunch period of no less than twenty (20) minutes and not more than two (2) lunches per trip. The Company may schedule longer lunch periods, but if it does, the employees will receive his/her hourly pay rate for that portion of the lunch period that exceeds two (2) hours per trip.
4. The Company may schedule sleeper berth off-duty times on trips with layovers greater than two (2) hours but not less than 10 hours.



ARTICLE VII

WAGES AND MONETARY BENEFITS

1. All unit locations, if necessary, have the right to renegotiate all wages and monetary benefits with respect to their contract numbers.

2. The Company currently operates three (3) regions: to wit: Chicago Region, Central Region, and Cincinnati Region.
The pay rates for all Union personnel shall be in accordance with the region of employment as more specifically hereinafter set forth,
Benefits = H W & P + Holiday. Employees hereby agree that they shall be paid on a once a month basis.

CURRENTLY

442L0	\$20.70+5.06+.99	Akron-Indy
45213	\$20.70+5.06+.99	Cinn-DesMoines
45018	\$20.70+5.06+.99	Cinn-Detroit
45215	\$20.70+5.06+.99	Cinn-Rochester
460M0	\$17.80+5.11+.88	Indy-Crothersville
460M8	\$19.65 +5.11+.95	Indy-Danville
46990	\$20.70+5.06+.99	Cinn-Kokomo
47490	\$19.65 +5.11+.95	Blm-Columbus-Cinn
469L2	\$19.65 +5.11+.95	Kokomo-Athens
53515	\$19.65 +5.11+.95	Madison-StPaul
53590	\$22.23 +5.11+1.05	Chicago-Madison
540L1	\$19.65 +5.11+.95	GrnBay-StPaul
54990	\$19.65 +5.11+.95	Oshkosh-StPaul
600M3	\$22.23 +5.11+1.05	Palatine-Rockford
607M2	\$22.23 +5.11+1.05	Busse-StLouis
60715	\$22.23 +5.11+1.05	Busse-Springfield
62590	\$19.65 +5.11+.95	Springfield-StLouis
625U0	\$19.65 +5.11+.95	Springfield-StLouis
630M5	\$19.65 +5.11+.95	St Louis-Anywhere
606LG	\$21.45 + 5.11+1.02	Ohare-Evanston
606CG	\$21.45 + 5.11+1.02	Ohare-SugarGrove



3. Benefit monies are only paid up to forty (40) hours per week.
4. Drivers hired on and after July 6, 1999 are required to complete eighteen (18) hours of "hands on" driver training/orientation before being scheduled to work. Such training/orientation will be paid at federally mandated minimum wage.
5. Driver/Trainers will be paid \$20.00 per day in addition to their normal rate of pay.
6. Newly awarded mail contracts are subject to Collective Bargaining Agreement for that region, upon award of contract by U.S. Post office.
7. Mechanic Trainees or Apprentices: Mechanic Trainees or Apprentices shall start at an hourly rate of sixty-five (65) percent of the hourly rate paid to Journeymen Mechanics and Tractor-Trailer Drivers. Apprentices shall receive a seven (7) percent increase in hourly pay each six (6) months following their employment until they reach the same rate of pay received by Journeyman Mechanics and Tractor-Trailer Drivers in the particular region in which they are employed.
8. Garage Helpers, Parts Runners, Etc.: Garage help, i.e., parts runners, greasers, sweepers will be started at \$13.00 per hour and any increases will be based on merit at the company's discretion.
9. Dues: The Company shall deduct from the employees' wages, all dues payable to the Association and pay them directly to the Association. It shall be the responsibility of the Company to collect all dues and the Company shall be responsible for the employees' dues payment even if they fail to withhold from employees' wages. Previously existing Owner/Operators and Brokers, Company owners and CDL carrying supervisors are exempt from pay dues per Article IV, Section 1.
10. Laws of Absence, Resignation, or Termination: If an employee takes a leave of absence, resigns, or is terminated for any reason, at any terminal, the Association shall be notified in writing immediately by the Company.

Diesel Mechanics

The base hourly rate of pay for a diesel mechanic in the Chicago (Region) shall be \$24.23 per hour, plus \$1.13 per hour holiday pay up to forty (40) hours per week; plus .96 per hour pension cash benefit up to forty (40) hours per week; plus \$4.15 per hour cash benefit or company health insurance coverage at company discretion. Holiday, Pension and Health benefits will be paid on all hours worked up to forty (40) hours per week. If an employee failed to work forty (40) hours in any particular week, but at the end of the year has accumulated 2080 hours, for which pay is received, the employee will be entitled to receive full Holiday, Pension and Health benefits for that year to be issued by February 14th of the following year.

Qualifying factors for Diesel Mechanics will be determined in annual reviews. The review may include both work performance and the following mechanical abilities. A mechanic must be able to solely complete the following job functions to qualify for review.

- Complete Diesel engine overhaul both "In Chassis" and "Out of Chassis"
- Electronic Diagnostics
- Diesel Transmission Overhaul
- Differential Overhaul



ARTICLE VIII

REQUESTS FOR TIME OFF

All employee requests for time off are to be submitted to the Company in writing, on a preprinted form supplied by the company. Forms must be made available to employees at all regional terminals. With the exception of the summer vacation bidding periods and Christmas season (November 14th to January 2nd) all requests for time off must be returned either approved or denied to the requesting employee within three (3) working days from the date of request, excluding weekends and holidays. Requests for time off cannot be denied by the Company provided there are less than 10% of the unit board plus 1 personal day. Example: a unit board with 40 employees may have a maximum of 4 people on vacation plus 1 on personal time for a total of 5 people off.

ARTICLE IX

HOLIDAYS

1. For the duration of this contract, each employee shall be entitled to the following holidays:

- 1) New Year's Day
- 2) Martin Luther King's Birthday
- 3) President's Day
- 4) Memorial Day
- 5) Independence Day
- 6) Labor Day
- 7) Veteran's Day
- 8) Thanksgiving Day
- 9) Christmas Day
- 10) Columbus Day

2. Commencing on February 22, 2008, holiday pay will be prorated and paid monthly using the following formula:

Eighty (80) hours (10 holidays x 8 hours pay) multiplied by the employee's hourly base rate and then divided by 2080 (52 x 40 hours) will determine the compensation to be paid each employee. If an employee fails to work forty (40) hours in any particular week, but at the end of the year has accumulated 2080 hours of employment, he will be entitled to receive full holiday pay for that year to be paid by February 14 of the following year.

3. If an employee is required to work on a holiday as defined hereinbefore, said employee shall be paid at the regular rate of pay.



Article X

HEALTH AND WELFARE

1. Employees are required to participate in the Company Sponsored Health Insurance Plan, fulfilling the obligation of the Department of Labor Wage determination. (cash equivalent fringe benefit) Exemptions Include: Medicare VA Insurance and Government Retiree Health Plan
2. The pension benefit is voluntary. If an employee chooses not to participate in the pension plan, the employee shall receive the pension benefit as wages.

ARTICLE XI

SENIORITY

The Company agrees that route bidding rights, layoff, and vacation bidding rights, as each described elsewhere in this Agreement, shall be governed by the principle of Seniority. The composition of all unit locations shall be negotiated between the Union and Hartwig. All seniority shall be calculated within the following unit locations; (St Paul,MN), (Madison,WI), (Oshkosh,WI,Green Bay,WI), (Rolling Meadows ,IL, Palatine,IL CarolStream,IL,ForestPark,IL), (Springfield,IL, Bloomington,IL), (Casey,IL), (Galesburg,IL), (DesMoines,IA), (Indianapolis,IN, Bloomington,IN, Kokomo,IN,Columbus,IN,), (Cincinnati,OH,), (Columbus,OH), (Akron,OH), (St.Louis,MO,Cahokia,MO)

1. **Seniority List:** The Association shall compile a master seniority list, which the Company shall post and maintain in current status at all locations. The Company shall transmit such information to the Association as is necessary to keep the list current. This list will contain the names of all unit employees and their respective unit locations. Straight Truck Drivers shall have an asterisk (*) placed next to their names. Garage employees shall have two asterisks (**) placed next to their names. The employee without asterisks will be local and over-the-road tractor-trailer or double bottom tractor-trailer driver.
2. **Calculation of Seniority:** Employees will be placed on the seniority list in decreasing order of seniority with the Company calculated from the first day of continuous employment with the Company in the following manner:
 - a. Employees shall receive an amount of seniority equivalent to the calendar duration of their full-time employment with the Company.
 - b. Employees who work, or who have at one time worked less than thirty (30) hour per week on a regular basis shall receive an amount of seniority equivalent to one-half the amount of calendar time they have worked with the Company on such Employees who have worked continuously in the status described in (b) above, but who thereafter transferred to full-time status described in (a) above, prior to August 28, 1999 shall receive an amount of seniority equivalent to one-half of the

- calendar time they have regularly worked less than thirty (30) hours per week plus the time they have worked full-time, as described in (a) above. Those who transferred after August 29, 1999 shall forfeit the seniority earned under (b) above.
- d. Seniority accrues only from the initial date of present continuous employment with the Company, and therefore, employees who have at one time worked for the Company and have terminated, but thereafter returned to work at the Company, shall receive no seniority credit for their prior period(s) of employment. For example, an employee who quits or is discharged for cause, and thereafter returns to the Company, has his seniority calculated only from the date of his return to employment with the Company.
 - e. Leaves of absence, as defined elsewhere in this Agreement, will not result in any loss of seniority.
 - f. Sickness of an extended duration will not adversely affect seniority of an employee. However, the Company reserves the right to demand that the employee arrange satisfactory evidence from a licensed medical doctor establishing work disability due to sickness.
 - g. The Company may transfer an employee to a different unit location only with the consent of that employee. That transfer shall be without loss of seniority for any purpose if the Company initiates the transfer. An employee transfer or temporary transfer (over 60 days) initiated by the Company MUST BE DONE IN WRITING. THE EMPLOYEE MUST FILE A COPY OF THE TRANSFER TO THE UNION WITHIN 30 DAYS OF THE TRANSFER. THE UNION WILL ACKNOWLEDGE RECEIPT OF TRANSFER WITH THE COMPANY, FAILURE TO FOLLOW THIS PROCEDURE MAY VOID THE TRANSFER. However, if the employee voluntarily initiates the transfer request, the employee shall lose all accumulated seniority for all purposes at the new location, except that the employee shall continue to receive the amount of vacation entitlement from the most recent date of hire. All requests from both parties must be in writing. Any transfer necessitated by an employee's health problem, for instance, the need to transfer off tractor-trailer for health reasons, will be deemed an involuntary transfer and hence, no loss of seniority will occur.
 - h. Effective October 1, 2001, if an employee voluntarily transfers from tractor-trailer to straight truck or straight truck to tractor-trailer, he or she will not lose any vacation seniority, just bidding seniority.
 - i. If a CDL holding mechanic transfers into driver status, his/her seniority will be calculated from his/her first continuous day of employment.
 - j. Seniority bidding right shall prevail if runs are changed temporarily. The Company shall notify the Union of any changes in the schedule.
 - k. In the event that an employee transfers to position outside the bargaining unit, the employee shall continue to accumulate seniority in his or her previous classification provided that the employee continues to pay monthly dues to the Association during the period that the employee remains outside the bargaining unit.
 - l. Part-time drivers may convert to full-time positions, but will be placed at the bottom of the seniority list.

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ARTICLE XII

VACATIONS

1. Pursuant to applicable wage determination.
2. Employee is entitled to receive their vacation pay each year following their seniority date. Vacation pay will not be issued prior to seniority date. If vacation time is requested by employee and granted by the Company, it does not entitle employee to vacation pay if seniority date is not passed. Employee should verify with the Company if they are yet eligible for vacation pay.
3. Employees shall submit bids or requests for desired vacation times.
 - a. The vacation period shall fall between January 2nd and November 14th. For summer vacations, May through August, the vacation periods shall be posted for bid on March 1st until March 21st. The vacation periods will be awarded by basis of seniority. Request for vacations during May through August made after the March bidding period will be granted by availability.
 - b. In the event that more than four (4) tractor-trailer/double bottom truck drivers or more than two (2) straight truck drivers, respectively, desire to take their vacations at the same time, the vacation will be awarded to the respective employee who has the greater unit-wide seniority, according the seniority list maintained by the Company, providing that requests are made timely. The maximum amount of employee vacation given at the same time shall not exceed 10% of the unit board plus one (1) personal day. Example: a unit with forty (40) employees may have a maximum amount of (four) 4 people on vacation plus (one) 1 on personal time for a total of (five) 5 people off. This subsection will not apply to units containing less than twenty-five (25) employees.
 - c. No more than one (1) garage employee in unit may take vacation leave at the same time. In the case of conflict in bids, the employee having the greater amount of seniority will be given that period of vacation.
 - d. An employee who takes a voluntary leave of absence of more than thirty (30) days will be deemed to have broken the continuity of work contemplated by Paragraph 1 of this Article, and the Company will not be liable for vacation pay until the requirements of this Article are fulfilled by a subsequent recommencement of work. An employee shall be entitled to pro-rata payment of vacation pay if involuntarily terminated for lack of work prior to expiration of the twelve (12) month period necessary to vacation pay entitlement, provided that said employee has been continuously employed the Company for more than eighteen (18) months immediately preceding the termination.
4. If an employee with a minimum of one (1) year of employment terminates employment, either voluntarily or involuntarily, he shall be entitled to receive his pro-rata vacation pay.



ARTICLE XIII

LEAVE OF ABSENCE

1. Upon written application to the Company two (2) weeks prior to the desired commencement of leave, the Company shall grant employees a leave of absence not to exceed sixty (60) days.
2. The Company shall not be required to grant any leave of absence which would entail absence during the months of June, July or August, or between the period of November 15 through December 31, unless in case of extreme emergency.
3. Employees may by mutual agreement of the Union and the Company be granted an unpaid leave of absence of thirty (30) days or more without loss of seniority. However, an employee shall only accrue seniority during the first thirty (30) days of any such leave.
4. The Company agrees to comply with the provisions of the Family Medical Leave Act (FMLA). An employee may be required to exhaust unused vacation, sick and personal days prior to receiving unpaid FMLA leave.
5. Drivers returning to work after an extended medical leave (60 days or more) may "bump" back into a work schedule as defined in Article XVII, 2 and 3.

ARTICLE XIV

LAYOFFS

1. The Company shall strive to maintain continuous work for all employees, but may, in its discretion, lay off employees for economic Reasons determined necessary by the Company at its sole discretion.
2. Should a layoff be necessary, the employee(s) with the least seniority within the affected equipment classification, and at the affected unit location only, shall be laid off first. For instance, should the Company decide to lay off tractor-trailer drivers at one location, the tractor-trailer driver with the least seniority at that location will be laid off first while a straight truck driver with less seniority will be unaffected. Employees within one equipment classification which are subject to layoff shall have no right to bump and claim the job of another employee in a different classification who may have less overall seniority.
3. Employees in layoff status will not lose accumulated seniority if they return to the Company, to the original unit location within one week of being invited to return to the Company and keep Union dues current, or shall thereafter be considered as a "quit".

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ARTICLE XV

LAYOVER AND DELAYS

1. For any scheduled layover of ten (10) hours or more, the Company shall provide the employee with lodging of acceptable cleanliness and comfort, and after the twenty-four (24) hours the Company shall reimburse the employee for meals in the amount of \$15.00. If the layover extends over twenty-four (24) hours or more, the employee shall be provided with lodging and in addition, reimbursement for meals in the amount of \$15.00 for each eight (8) hours of layover after the initial twenty-four (24) hour period.
2. Under Room Policy, Hartwig Transit, Inc. provides its employees with hotel or motel accommodations when the circumstances of their employment duties require the employees to be away from home overnight or during a required extended rest period. For example, over-the-road drivers are required by U.S. Department of Transportation regulations to complete an extended rest period of not less than ten (10) hours after driving eleven (11) hours or after completing fourteen (14) hours on duty. Some Hartwig Transit, Inc. routes anticipate that such an extended rest period will be scheduled at the destination of the first leg of a round-trip route. Hartwig Transit, Inc. intends that this hotel/motel accommodation Room Policy is for the purpose of providing for its employees' work needs. Safety is paramount, and the rest period requirement is designed to allow drivers to stay alert while driving. Hartwig Transit, Inc. believes that rest in hotel/motel accommodations better serves the safety concern underlying the rest period requirements than does rest taken in a truck's cabin, in a truck stop facility, or in a highway rest area. The hotel/motel accommodation Room Policy is not intended to benefit non-employees. This Room Policy is not intended to provide its employees with hotel/motel accommodations, in order to entertain the employee's family members, friend (s), guests or visitors. Neither is the policy intended to provide temporary housing for employee's family members, friends, guests or visitors. In the interest of safety, particularly in assuring that its employees are alert while driving, Hartwig Transit, Inc. discourages its employees from inviting or allowing family members, friends, guests or visitors to use the hotel/motel accommodations during the employees' required overnight or extended rest period stays. Therefore, Hartwig Transit, Inc. will not provide hotel/motel accommodations for the benefit of non-employees, unless written pre-approval is granted in specific circumstances at the Company's sole discretion. Absence of such written pre-approval, Hartwig Transit, Inc. will not reimburse or otherwise pay for any part of a hotel's or motel's bill that is not related directly to the in order to conduct business overnight or Extended rest period stay of the Hartwig Transit, Inc. employee. Nor will Hartwig Transit, Inc. reimburse or otherwise pay for any part of the bill of any other travel service provider, such as a restaurant, that is not related directly to the overnight or extended rest period stay of the Hartwig Transit, Inc. employee, unless written pre-approval is granted in specific circumstances at the Company's sole discretion.
3. In determining the compensation of the employees, the employee shall be paid the usual and customary rate of pay for all hours worked. If an employee is required to bob-tail to the post office and back to the garage, or is delayed because of mechanical failure or weather, (he/she) shall be compensated for any hours resulting there from. Driver is not compensated for layover; this is considered Off-duty time.

4. In order to conduct business efficiently, and to ensure drivers are compensated correctly, the following late slip policy will be in effect:
 - a. Drivers' timesheets must reflect accurate delay times as written on PS form 5466 (lateslip).
 - b. At no time will you ask, or allow Post Office Expeditors, or dock personnel to write trips in on time.
 - c. If delay time is made up, and trip arrives on time, driver will write across the late slip "made up time", and turn in with their paperwork.
 - d. Each driver is to review late slips to ensure all information is accurate and complete.
 - e. Relay drivers will turn over late slips to his/her driver. Driver will then write explanation, and the return arrival time in the remarks column of the timesheet for correct compensation. Driver with late slip will handle late slip in accordance with all sections of this policy.
 - f. Please refer to page 39, paragraph b, and section VII of the Collective Bargaining Agreement for additional rules and regulations concerning this policy.

ARTICLE XVI

ROUTE BIDDING

1. For the purposes of the Article, the following definitions apply: "Route" refers to the highway contract between the Company and the United States Postal Service. "Run" refers to a driver's daily schedule. "Employee" refers only to full-time employees.
2. All regular runs in which openings presently exist or hereafter become available, shall be filled on the basis of seniority within the equipment classification affected and the unit location in which the opening occurs. The bidding procedure shall be as set forth in paragraph 5, below. Additionally, all regular runs shall be posted for bid on August 15th of each year. The employees shall submit bids for such runs in order of seniority and the runs shall then be assigned as defined in this subsection.
3. In the event of a newly awarded contract requiring a new head-out facility, the Union will meet the Company within thirty (30) days to determine whether to add to a current unit location area or create a new unit location.
4. In the event that a route is either cancelled or rescheduled, the new run/runs result in a change of pay hours and/or a change in scheduled days off, the run shall be posted for general bid, and the affected employee shall exercise seniority, as defined in paragraph 2, to bump a junior employee, who, in turn, may bump a junior employee, and so on, until the least senior employee is either placed on the extra board or is laid off. The bumping shall occur on the next monthly bidding period after the route cancellation or rescheduling occurs, in accordance with the procedure in paragraph 5, below.

5. Drivers returning to work after an extended medical leave (60 days or more) may "bump" back into a work schedule as defined in Article XVII, 2 and 3.
6. By the 15th of every month, except December, the Company shall post all runs in which openings exist for bidding, and shall permit bumping if schedule changes have occurred since the 15th of the previous month. To bid on a run, employees who work at the unit location in which the run originates, shall submit a written bid in a sealed envelope within five (5) days of posting, and the Company shall award the run within seven (7) days of posting, to the bidder who has the most seniority in the equipment classification in the unit location. The Company may assign the run without reference to seniority, until expiration of the seven (7) days period referred to in paragraph 4, above. If no employee bids on the opening at the location. The Company may assign the run without reference to seniority, until expiration of the seven (7) days period referred to in paragraph 4 above. If no employee bids on the opening at the location, the Company may assign the run, at its discretion, to the new employee, or to the driver at the unit location who has the least seniority within the equipment classification. Nothing herein shall be construed to limit the Company's right to cancel the route contracts. Bidding on routes acquired by the Company at a lower wage determination shall be bid on the basis of such wage determination, without regard to the driver's previous wage rate. Any route acquired at a lower wage determination shall have such determination specifically indicated on the bid sheet. This shall include head outs from the Chicago area.
7. The Company may assign irregular runs to employees without regard to seniority when business necessity dictates.

ARTICLE XVII

EXTRA BOARD

1. The Company may assign irregular runs or temporary extra work to Extra Board drivers. Extra Board drivers may include full-time Extra Board drivers, regular drivers who opt for Extra Board status on a transient basis, and "casual" Extra Board drivers, who are neither of the above and who serve on the Extra Board irregularly.
2. Irregular runs shall be assigned to Extra Board drivers. If a regular full-time driver is at the location where the irregular need for a driver arises, the Company may assign the run to him or her, rather than to the extra Board driver, if he or she has available hours of service in accordance with DOT regulations.

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ARTICLE XVIII
LIGHT DUTY

The Company may offer light duty work for employees who have been unable to work due to work related injury and on workman's compensation. Upon doctor's release for light duty, the Company may place employee on light duty until released for full duty work. The rate of pay for light duty work shall be fourteen (\$14.00) per hour.

ARTICLE XIX
COMPANY'S RESPONSIBILITY FOR SAFETY

1. It is the Company's responsibility to see that each vehicle is equipped with all required safety equipment and all necessary permits. It is the driver's responsibility to be sure that these items are in place before beginning a run.
2. If an employee is issued a citation by any authority for defective or unsafe equipment, the Company shall provide the employee with an attorney or pay a reasonable attorney's fee in his defense of same. Any fine assessed against the employee by reason of defective or unsafe equipment shall be paid by the Company, if not caused by the driver.
3. A driver may refuse to accept a vehicle which the employee reasonably believes to be unsafe. The driver must file a written report setting forth in full, the reasons for rejecting the vehicle. The Safety Board shall convene as soon as possible upon receipt of said notice to determine the validity of the driver's refusal to accept the vehicle. If the Safety Board fails to meet within One hundred and twenty (120) hours, the driver shall be paid for the hours the employee was scheduled to run. The vehicle alleged to be defective shall not be operated until repaired or reviewed by the Safety Board. In the event it is determined that the vehicle was in safe condition, the driver shall be suspended for one (1) day without pay. All check in and check out procedures of vehicles must be done in accordance with company policy. Failure to do so will result in disciplinary action.
4. If there is a demonstrable good faith belief based upon an objective and reasonable basis that an employee is impaired in the performance of the employee's duties, the Company may require the employee to submit to recognized medical testing for the purpose of determining whether the employee is performing work under the influence of alcohol or illegal substances. All test results for illegal substances will be confirmed by gas chromatography/mass spectrometry (GCMS). If an employee shall refuse such a request for testing without reasonable cause, the employee shall be subject to discharge. If an employee tests negative, the employee shall be paid in full for the day.
5. Any employee who operates the Company's equipment on the public right of way must notify the Company within twenty-four (24) Hours of any suspension or revocation of the employee's motor vehicle operator's license.
6. The Company is required to test 50% of its employees each year for drugs and 25% for alcohol. Selections are made by computer by an outside source. All employees with COL's are eligible for this test. The employee shall immediately proceed to a testing facility upon notification, and failure to do so will be treated as a positive test result. A person who tests positive for the use of a controlled substance as defined in 49 CFR Part 40, is medically unqualified to operate a commercial motor vehicle.
7. DOT required drug and alcohol seminars are required and will be paid for by the Company.
8. Employees that are required by the Company to submit to a drug/alcohol test shall receive one (1) hour pay at their respective rate of pay.

ARTICLE XX

DISCIPLINE

Subject to Article XXIII of this Agreement dealing with the Safety Committee, the Company may discipline employees for breach of the Rules and Regulations dealt with in Article XIX of this Agreement, as well as for improper care of equipment such as failure to fuel trucks, make required safety inspections, failure to check engine oil, failure to turn off lights, and causing tire damage. In such cases, for the first offense warranting discipline, the Company shall issue a warning notice to the employee. This notice will be in effect for nine (9) months only, during which period, any other cause warranting discipline will serve as just cause for suspension of the employee for a reasonable time. Repeated instances of disciplinary conduct will be just cause for discharge, as will any conduct of an aggravated nature, including, but not limited to operating equipment under the influence of alcohol, illegal drugs, or irresponsible operation of equipment in any unprofessional way whatsoever that endangers life or property.

ARTICLE XXI

GRIEVANCES AND ARBITRATION

Any dispute arising out of the meaning of application of any provision of this Agreement shall be resolved by the following procedure, which may be invoked by either party:

Step #1: The affected employee must submit his grievance to the Union within ninety-six (96) hours of occurrence and the Affected employee and head dispatcher at his unit location shall confer directly and attempt to amicably resolve the grievance. Union shall notify Hartwig within Five (5) business days of said grievance that must include the parties and nature of said grievance, or grievance shall be null and void.

Step #2: If, within ten (10) days of fulfillment of Step #1, above, either party is not satisfied with the resolution of the grievance, the Union, by three (3) of its elected officers acting on behalf of, but without the presence of the grievant, shall meet with an equal number of management representatives, in executive conference and attempt to amicably resolve the dispute.

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Resolution of the grievance, if achieved at this step, shall be final and binding on the Company, the Union, and the employee

Step #3: ARBITRATION

- If resolution of the grievance is not achieved in Step #2 of this Article, then either the Company or the Union may demand that the dispute be submitted to an arbitrator for binding resolution. To invoke arbitration, the party seeking to do so must submit the grievance in writing ten (10) days after the meeting contemplated in Step #2 and (a) demand arbitration, (b) state the exact nature of the grievances, (c) the identity of the person(s) involved, (d) the provisions of the Agreement claimed to be involved, and (e) the remedy sought.
- The party demanding arbitration shall request the American Arbitration Association to submit a list of five (5) qualified arbitrators to hear grievance. The Union and the Company shall then alternate crossing arbitrator's names of the list until both sides have each crossed two names of the list. The remaining name will be the arbitrator.
- The cost of any arbitration shall be borne equally by the Union and the Company irrespective of which party demanded the arbitration.

Unless otherwise mutually agreed, the submission to the arbitrator shall be based on the original written grievances submitted in the grievance procedure. The power and authority of the arbitrator shall be strictly limited to determining the meaning and interpretation of the explicit terms of the Agreement as herein expressly set forth, as well as the meaning of statutes or rules of government agencies which affect conditions of employment, unless expressly reserved in this Agreement. He/she shall not have any authority to add to or subtract from or modify any of said terms, or to limit or impair any right that Article XXV reserves to Management or to establish or change any wage or rate of pay, except that he/she may determine the correctness of the classification of employees according to the work to which they are assigned. The arbitrator's award shall be final and binding on matters properly before him/her. Should the Company deny the existence of an agreement to arbitrate or to arbitrate a particular issue, or the existence of a bona fide dispute involving the issue as to which the other party demands arbitration, or the arbitrability of such issue, the arbitrator may not decide whether he/she has power or authority to hear and determine the issue, which matter may be determined only by a court of competent jurisdiction in proceedings and all proceedings by and before the arbitrator shall be stayed pending such judicial determination; provided, however, the parties may, by mutual agreement in writing, submit to arbitration any questions concerning the arbitrator's power and authority, in which event the Company shall have the right to consent the arbitrator's power and authority in proceedings to set aside the award or in other appropriate proceedings in any court having jurisdiction of the parties. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of the Agreement. The parties further agree that no such oral understanding or practices will be recognized in the future



unless committed to writing and signed by the parties as a supplement to this Agreement. The parties agree that the power and jurisdiction of any arbitrator chosen under the terms of this Agreement shall be limited to deciding whether there has been a violation of a provision of this Agreement. The Arbitrator shall not be empowered, and shall have not jurisdiction to base his award on any alleged practice or oral understandings which are not incorporated in writing in the manner indicated above.

ARTICLE XXII

NO STRIKE: NO LOCKOUT CLAUSE

For the duration of the Agreement, the Union, its officers representatives, and members shall not authorize, instigate, cause aid, encourage, ratify, or condone, nor shall any employee take part in any strike, slow down, or stoppage of work, boycott, picketing, or other interruption of work at the Company. The officers of the Union agree to affirmatively use their best efforts to halt any such conduct. Failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for whatever disciplinary action, including suspension or discharge, deemed necessary by the Company.

In consideration of this no-strike pledge by the Union and employees, the Company shall not lockout employees for the duration of this Agreement.

In consideration of the Company's agreement to arbitrate any dispute arising under the terms of this Agreement, it is agreed that no violation of any provision of this Agreement or the commission of any act alleged to constitute an unfair labor practice or otherwise made unlawful by a federal, state or local law, shall excuse employees, the Union, or the Company from their obligations under the provision of this Article.

Enforcement of this Article may be secured in conformance with federal or state law.

ARTICLE XXIII

SAFETY COMMITTEE

1. When required, there shall be a Safety Committee appointed to review all accidents resulting in over \$500.00 property damage or any personal injury. The Safety Committee shall determine the preventability of accidents and assess the propriety of discipline involved. The decision of a majority of the Safety Committee shall be the final and binding on the Company, the Association and the employees involved and shall not be subject to the grievance/arbitration provisions of this Agreement. The Safety Committee shall not consider



the employee's prior driving record in determining responsibility for any accident. However, the Safety Committee may use the employee's prior record as evidence in aggravation of mitigation in assessing any penalty.

2. The Safety Committee shall consist of one (1) member of the Executive Board of Association as an Observer, three (3) drivers selected by the Association, and two (2) management representatives. The Safety Committee shall each serve for a two (2) year term, and new members shall be selected by the executive board in January of each new term.
3. Any person suspended by the Company as a direct result of an accident shall in no case be suspended for a period of more than seven (7) calendar days after receiving a state/county/municipal accident report without review of said case by the Safety Committee. If found not at fault, the driver shall be paid for days suspended.
4. All members of the Safety Committee shall be reimbursed by the Company for the time spent or the amount of lost wages in the Safety Committee meeting at their normal hourly rate of pay.
5. The failure of the Safety Committee to meet within thirty-one (31) days (monthly), shall constitute a waiver by the Company of any right to discipline the employee and said employee shall be reinstated in good standing and shall be paid for any days suspended.
6. In the event that the employee is injured as a result of the accident and is unable to attend a Safety Committee meeting, Section #5 will be void and the meeting will then be conducted within thirty-one (31) days (monthly) after full medical release. The employee cannot work until a post-accident drug test and full D.O.T physical is provided to the Company. Failure to meet within said thirty-one (31) days (monthly) shall constitute a waiver by the Company of any right to discipline the employee and said employee shall be reinstated in good standing.
7. The Company reserves the right to conduct a Safety Committee meeting for any reason to discuss driving habits and the prevention of accidents and on-the-job injuries.

ARTICLE XXIV

RIGHTS OF THE COMPANY

In order to conduct business efficiently, management shall have the following rights to exercise in its sole discretion:

- To hire employees.
- To discharge employees for just cause.
- To discipline employees for just cause.
- To promote employees.
- To demote employees for good cause shown.
- To add routes.

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- To delete routes or contracts for routes.
- To broker work only for holidays, emergencies and mechanic's work. Grandfather clause applies to this Article.
- To broker/ owner operator work for routes using team drivers and /or more than one relay point.
- To add or delete or change equipment.
- To sell or shut down all or part of its business.
- To sell or delete locations at which it carries on business.
- To add or delete the number of employees assigned to a job.

ARTICLE XXV

MEDICAL EXAMINATIONS

The company agrees to pay a company designated medical facility the subsequent costs of any medical examination which the United States Department of Transportation may require an employee to have performed in order to perform his/her assigned duties. The company will only pay for a maximum of one physical exam per year.

ARTICLE XXVI

NO RETALIATION

1. The Company agrees not to harass the elected Association Representative.
2. Duly elected representatives of the Association shall receive their regular wages for time spent in meetings with management officials in the course of administering this Agreement.
3. All officers shall be given time off to conduct union business and to attend monthly meetings.

ARTICLE XXVII

RULES AND REGULATIONS

The Rules and Regulations governing work performance, which are stated in Work Rules governing conduct of employees, attached Hereto, are applicable to all employees and are incorporated into the Agreement with full force and effect just as if they were printed here. In the event of any conflict between said rules and the provisions of this Agreement, the terms of this Agreement shall govern.

ARTICLE XXVIII

MASCULINE INCLUDES FEMININE

Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.



ARTICLE XXIX

SAVING CLAUSE

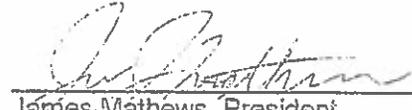
Any part, or parts of this Agreement which shall be found to be in violation of any State or Federal Statute, shall be considered null and void forthwith. Such voiding shall only affect the particular part of parts and shall not affect the remainder of this Agreement.

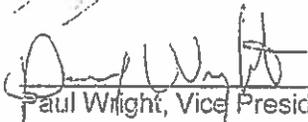
ARTICLE XXX

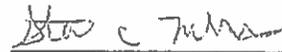
AMENDMENTS TO AGREEMENT

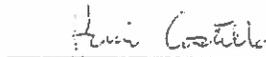
This Agreement may be amended by mutual consent of the Company and the Union provided such amendments or revisions are in writing and are executed in the same manner as this Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 17th day of MAY 2017.

FOR THE ASSOCIATION


James Mathews, President


Paul Wright, Vice President

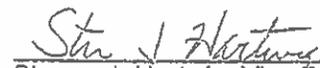

Steven Nelson, Treasurer


Kevin Costello, Secretary

FOR THE COMPANY


Brandy Markum, President


Gerald R. Hartwig Vice President


Steven J. Hartwig, Vice President

**WORK RULES GOVERNING CONDUCT
OF EMPLOYEES OF THIS COMPANY**

SECTION 1 - CONDUCT

1. **Equal Employment Opportunity:** Hartwig Transit, Inc. maintains a strong policy of equal employment opportunity. The Company believes in equal employment opportunity for all, individuals without regard to race, color, religion, sex, sexual orientation, national origin, age, physical or mental disability, marital status, or status as a Vietnam Era veteran. This policy extends to all terms, conditions and privileges of employment as well as the use of all company facilities and participation in all company sponsored activities, including the following:

- Recruiting, advertising and job application procedures
- Hiring, promotion, demotion, transfer, layoff, termination, right to return from layoff, and rehiring
- Rates of pay or any other form of compensation and changes in compensation
- Job assignments, job classifications, organizational structures, position descriptions, and seniority
- Leaves of absence, sick leave, or any other leave
- Fringe benefits available to virtue of employment whether or not administered by Hartwig Transit, Inc.
- Selection and financial support for training, including meetings conferences, seminars and other related activities, and selection for leaves of absence to pursue training
- Social and recreational activities; and
- Any other term condition or privilege of employment

ANTI-HARASSMENT

An environment out of mutual respect for the rights of others must prevail if Hartwig Transit, Inc. is to fulfill its objectives as a business. Although individuals are free to hold their own beliefs and opinions, the individual rights of every employee must be respected and all employees must be able to work in an environment, which is free from any form of harassment. Conduct prohibited under this policy shall be defined as verbal, written and/or physical behavior, which is either expressed or implied cause the following:

- Harassment, retaliation, coercion, interference, or intimidation of any employee due to that employee's or a group's race, color ethnic background, religion, gender sex, sexual orientation, age, national origin, or mental or physical disability
- Involves a threat to personal safety; or
- Interference with an individual's work performance or ability to report to and remain at work during scheduled work hours

Hartwig Transit, Inc. will not tolerate any form of harassment in the workplace. All forms of harassment, retaliation, coercion, interference, intimidation and threats are strictly prohibited by Hartwig Transit, Inc. as well as by state and federal law. In addition to

incurring any liability under state or federal law, any person making unwelcome comments or actions, or other such verbal or physical conduct, which creates an intimidating, hostile, or offensive working environment may be terminated immediately.

Report Harassment Immediately. Any employee who feels that he or she is being subjected to harassment or any other form of conduct prohibited by this policy should notify his or her supervisor immediately, and in no event more than ninety-six (96) hours after the occurrence of the harassing conduct. In the event that the supervisor is unavailable, or if the supervisor is the individual engaged in such conduct, the employee should report such conduct to the President or Vice President immediately. Upon receipt of such information, the company shall conduct an investigation and, if warranted, at the company's discretion, take immediate disciplinary action, including discharge, against the offending employee. Any employee filing or reporting conduct prohibited by this policy shall not suffer any form of retaliation and his or her name and report shall remain confidential to the extent permissible during the investigation. After completing the investigation and taking any corrective actions as a result thereof, the company shall keep all records of each incident in a confidential investigative file.

SEXUAL HARASSMENT

Sexual Harassment is strictly prohibited and should be Reported Immediately. Hartwig Transit, Inc. will not tolerate the sexual harassment of its employees in the workplace. Under this policy, sexual harassment is defined to include unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. Sexual harassment may include such actions as: sex-oriented verbal kidding or jokes, subtle pressure to engage in sexual activity; physical contact such as patting, pinching and brushing against another person's body; or requests, suggestions or demands for sexual favors. Conduct of this type is improper when:

- Submission to the conduct is either an explicit or implicit condition of employment
- Submission or rejection of the conduct is used as a basis for employment decisions affecting the person(s) involved; or
- The conduct has the purpose or effect of substantially interfering with a person's work performance or the work environment

If an employee feels that he or she has been subjected to sexual harassment, notify a supervisor immediately and in no event more than four business days after the occurrence of the harassment, who in turn shall notify the President or Vice President. If the supervisor is the person doing the harassing, notify the President or Vice President directly. A complaint will be immediately investigated to determine whether it is justified. If the complaint is found to be invalid, all involved parties will be notified of this finding. If the complaint is found to have merit, corrective action will be implemented, including disciplinary action and/or termination of the employee initiating or participating in the harassing actions. All disciplinary action taken against employees, who are represented by the members of the Association, shall be subject to the collective bargaining agreement between the Company and the Association. All inquiries will be held in confidence to the extent permitted by the investigation.

2. Use of alcohol or drugs or sale of drugs while on duty:

First Offense: DISCHARGE

3. Use of alcohol or drugs prior to reporting for duty whereby employee's condition is such as to impair his/her proper performance of his/her duties, according to DOT regulations:
 - First Offense: DISCHARGE
4. Discourtesy or disobeying qualified personnel of the Post Office:
 - First offense: Reprimand
 - Second Offense: One (1) day suspension
 - Third Offense: Subject to DISCHARGE at the Company's discretion
5. Theft or dishonesty of any kind:
 - First Offense: DISCHARGE
6. Conviction of driving under the influence of alcohol or drugs or reckless driving while on duty:
 - First Offense: DISCHARGE
7. Excessive speeding or violation of safety rules as applied to driving when checked by the Company or public officials while on duty:
 - First Offense: Three (3) day suspension
 - Second Offense: One (1) week suspension or subject to discharge
 - Third Offense: DISCHARGE at the Company's discretion
8. Failure to correctly determine load-allowable clearance providing high 5th wheel tractor to be so marked:
 - First Offense: DISCHARGE at the Company's discretion
9. Failure to check equipment including safety equipment prior to scheduled trip or runs, dispatch orders, trip sheets or area bulletins:
 - First Offense: One (1) day suspension
 - Second Offense: Three (3) days suspension
 - Third Offense: Subject to DISCHARGE at the Company's discretion
10. Failure to report for work at designated time:
 - First Offense: Reprimand (IF satisfactory reason given)
 - Second Offense: One (1) day suspension
 - Third Offense: DISCHARGE Company's discretion
11. Employees will not keep company with known criminals, associate with person(s) of questionable character without violating Federal Laws. (See final section.) Filing of false or incomplete employment application:
 - First Offense: Subject to DISCHARGE at the Company's discretion
12. Leaving equipment or load unattended (without satisfactory explanation):
 - First Offense: One (1) week suspension
 - Second Offense: Subject to DISCHARGE at the Company's discretion
13. Any employee presenting himself/herself to Postal Officials in connection with Company business, scheduling, route changes, without invitation from the Officers-In-Charge and consent of the Company will be subject to discharge on first offense and discharged permanently on second offense. Do not present, indicate, or impress anyone as being a Government employee. This is a violation of federal law:
 - First Offense: Subject to DISCHARGE at the Company's discretion
14. Do not receive or make personal phone calls or conduct personal business while on duty on Company phones (except emergency phone calls):
 - First Offense: Reprimand
 - Second Offense: Subject to DISCHARGE in extreme cases at the Company's discretion

15. No personal purchases are to be made in the Company name without permission from authorized personnel. Authorized personnel will issue Purchase Orders if permission is granted. There will be no variation from the policy:
- First Offense: Subject to DISCHARGE at the Company's discretion
16. Do not discuss Company business with anyone not employed by the Company at Postal Installations, truck stops, or any place outside the residence of employees:
- NOTE: This includes the various outside interests that many of the employees frequent.
- First Offense: DISCHARGE in extreme cases at the Company's discretion
17. Failure to take physical examination when required or failure to pass this physical:
- First Offense: Subject to DISCHARGE and/or voluntary Quit at the Company's discretion
18. Permanent employment depends on passing of screening test for the Postal Service. Failure to complete forms and turn them in:
- First Offense: Subject to DISCHARGE at Company's discretion
19. Driver put out of service or issued a citation for expired medical card, expired driver's license:
- First Offense: Subject to Termination
20. Driver put out of service, log book not current:
- First Offense: One (1) Week Suspension
Second Offense: Termination
21. CELL PHONE POLICY: No cellular or texting communication device shall be used while the vehicle is in motion.
- First Offense: Termination
22. Seat belt violation while on duty.
- First Offense: 5 day suspension
Second Offense: Termination

SECTION II-REPORTS

1. Failure to make out reports, trip sheets, time records, and other paperwork that may be required:
- First Offense: Reprimand
Second Offense: Subject to three (3) day suspension
Third offense: Five (5) day suspension
Fourth Offense: Subject to DISCHARGE at the Company's discretion
2. Failure to register in and out of Terminals and established check points, log in and out of GPS Units, and punches time clocks where necessary by Company rule:
- First Offense: Reprimand
Second Offense: Three (3) day suspension
Third Offense: Subject to DISCHARGE at the Company's discretion
3. Failure to make out accident reports promptly as prescribed by law and damage reports to equipment:
- First Offense: One (1) week suspension, unless personal Injury involved, then subject to DISCHARGE
Second Offense: DISCHARGE

SECTION III - EQUIPMENT

1. Dropping semi's on NOSE through driver's neglect:
 - First Offense: Three (3) day suspension
 - Second Offense: One (1) week suspension or subject to DISCHARGE at the Company's discretion
2. Failure to report mechanical defects:
 - First Offense: Reprimand
 - Second Offense: Three (3) day suspension
 - Third Offense: Subject to DISCHARGE at the Company's discretion
3. Unauthorized use of Company's equipment (including cellular phones in trucks):
 - First Offense: Subject to DISCHARGE
4. Failure to protect load and equipment at all times:
 - First Offense: One (1) day suspension
 - Second Offense: Subject to DISCHARGE at the Company's discretion
5. Tampering with governors, pump settings, fuel flow, or any other tampering that may cause increase engine RPM's or delay the vehicle:
 - First Offense: Subject to DISCHARGE at the Company's discretion
6. Failure to keep windshield, side windows, and mirrors clean:
 - First Offense: Reprimand
 - Second Offense: Three (3) day suspension
 - Third Offense: Subject to DISCHARGE at the Company's discretion
7. Willful damage to units, both Company or leased:
 - First Offense: DISCHARGE
8. Failure to complete a full DOT inspection of units before and after trips:
 - First Offense: One (1) day suspension
 - Second Offense: Five (5) day suspension
 - Third Offense: Subject to DISCHARGE at the Company's discretion
9. Failure to park units properly, to shut engine off, to place transmission in gear, to pull fuel stop button, and take all precautionary steps to avoid unit from moving away:
 - First Offense: Chargeable accident for any damaged part Or other property damage
 - Second Offense: Chargeable accident and subject to DISCHARGE At the Company's discretion
 - Third Offense: DISCHARGE

10. Allowing engines to run hot, run out of oil or anti-freeze, or run out of fuel (not watching gauges, provided that the gauges are in proper working order):

First Offense: Three (3) day suspension - If engine damage
To extent of major repairs, subject to DISCHARGE
At the Company's discretion

11. At the end of each trip, it is required of each driver to remove all dirt and refuse from vehicles. (Brooms are furnished for this by the Company.) Failure to comply with this:

First Offense: Reprimand
Second Offense: Three (3) day suspension One
Third Offense: (1) week suspension Subject
Fourth Offense: to DISCHARGE at the
Company's discretion

SECTION IV-DRIVING, WORKING & POSTAL SCHEDULES

1. Failure to complete run in scheduled time (without satisfactory explanation):

First Offense: Reprimand
Second Offense: Three (3) days suspension
Third Offense: Subject to DISCHARGE at the
Company's discretion

2. Failure to keep schedules which result in Briefs (5500;s) because of driver failure and/or negligence:

First Offense: Reprimand
Second Offense: Three (3) day suspension
Third Offense: Subject to DISCHARGE at the
Company's discretion

3. Failure to follow routine ROUTING as designated by instructions verbally or written:

First Offense: Reprimand
Second Offense: DISCHARGE

4. Improper handling of equipment, racing engines, snatching of units, showing off while around terminals or on the road by rapid gear changing, following too closely. (Observe state laws) Unnecessary use of air horns at side of vehicle being passed:

First Offense: Reprimand (both written instructions as
Well as a verbal conference will be given)
Second Offense: DISCHARGE

SECTION V - ACCIDENTS

1. Immediately stop and investigate all phases and conditions.
2. Immediately call police, regardless of whether you think you are at fault or not.
3. If anyone is injured, request ambulance to be dispatched immediately while speaking the police.
4. Call dispatch to let them know you have been involved in an accident. They will ask you for information related to the accident, give them all information needed.
5. Secure the names of all witnesses, the injured, if possible, and make sure the addresses and telephone numbers are listed.
6. Get License numbers of all vehicles involved, and if one is noted to be at the scene and later drives off, try to get that number also. This may be the one which could be of most value in case of court trial.
7. Do not leave the equipment unattended if at all possible.
8. Make NO STATEMENTS or DISCUSS the accident with anyone but the police officer in charge.
9. Do not sign anything for anyone admitting that you may be at fault.
10. DO NOT ARGUE. Show your driver's license to the police and the other persons involved in the accident, BUT NO ONE ELSE.
11. DO NOT ATTEMPT TO SETTLE ANYTHING AT THE SUGGESTION OF ANYONE.
12. Upon return from the trip and before leaving terminal, make out a complete report and file it with the Company immediately.
13. Every accident, major or minor, must be reported, including minor damages to equipment whether or not involved in contact with other vehicles. Any employee causing malicious damage to Company equipment shall be DISCHARGED.
14. Do not assist any motorist following you to pass by either hand signal or lights. You would be responsible if he has an accident.
15. Chargeable accidents. (Major)

First Offense: Subject to Safety Committee ruling
16. Chargeable accidents. (Minor)

First Offense: Subject to Safety Committee ruling

SECTION VI - ATTENDANCE

1. Absent for two (2) days (successive days) without notification:

First Offense: Voluntary resignation or subject to DISCHARGE at the Company's discretion
2. Call in by other than employee personally: person making the call must identify himself satisfactorily to the management:

First Offense: After investigation it is found that report given by person making the call for anyone is erroneous, employee is Subject to DISCHARGE at Company's discretion.
3. Employees shall report for work shall be clean and neat, and those using Company equipment for their personal use will be required to keep it in a clean condition. Failure to comply with this rule:

First Offense: Reprimand
Second Offense: Five (5) day suspension
Third Offense: Subject to DISCHARGE at the Company's discretion

SECTION VII - REGULATIONS

1. Unauthorized carrying of passengers:

First Offense: DISCHARGE
2. Falsification of time records, terminal records, Postal Records, Company charge account or personal charges to the Company

First Offense: DISCHARGE
3. Refusal of run when called without satisfactory excuse (Extra Board Drivers only):

First Offense: Reprimand
Second Offense: Subject to DISCHARGE at the
Company's discretion
4. Loss of Driver's license: Drunk or Careless & Reckless Driving:

First Offense: DISCHARGE
5. Any suspension must be reported to the Association and to the Company promptly:

First Offense: Loss of employment for the period covered, loss
of holiday and vacation credits. Employee will be
placed on Extra Board upon return
6. License suspension:

Voluntary resignations, or subject to DISCHARGE at the Company's discretion
7. Uninsurable by Insurance Company:

Voluntary resignation or DISCHARGE
8. No breaking of any postal seals unless authorized by the President or Vice President of the Company, Postal Personnel, or proper State or Federal Authorities, except scheduled keystops.

INDEPENDENT CONTRACT MAIL DRIVERS ASSOCIATION

1. All drivers must realize the importance of the need for expediting the mails in the fastest possible manner and what the delays of any pouch of first class matter will entail in the operation of the Postal System.
2. Any delay that will be more than fifteen (15) minutes on a close connecting schedule must be reported by phone as soon as possible and when a phone is available. Such phone calls should be placed to your dispatch office.
3. Do not tell anyone what you are carrying or discuss the postal business with anyone unless he/she identifies himself/herself as a Postal Inspector or personnel of the Postal Transportation Service with proper identification.
4. KNOW YOUR POUCH SETUP. Leaving of pouches and carrying pouches past their destination WILL NOT BE ALLOWED. Driver is solely responsible for the loading. This will cause fines.
5. Leaving of PARCEL POST at outer terminals or other points when there is time to load WILL NOT BE ALLOWED if route requires handling of parcel post, unless instructed otherwise by postal personnel.
6. In the busy season, there are several trucks going in the same direction that could easily take the FIRST CLASS to its best connection and thus avoid a delay in case of distress. Caution should be exercised in order that delay will be averted and not further aggravated by the poor judgment of both parties in the transferring of such mail. Trucks of other companies carrying mail that are in distress are also included in this order, provided that the driver of such truck will agree and assist in the transfer of FIRST CLASS MAIL.
7. All drivers will conduct themselves in a manner that will be of the highest standards befitting the Mail Service. Any driver who CANNOT GET ALONG WITH THE POSTAL PERSONNEL AND GOVERNMENT OFFICIALS AT BOTH TERMINALS AND OFFICES ALONG THE ROUTE WILL BE DISCHARGED.
 - a. All complaints submitted must be in writing and all answers to complaints submitted against drivers must be answered in writing.
 - b. Failure to observe the above will cause suspension until all matters are cleared up.
8. Any driver who fails to notify the Company of SICKNESS OR OTHER INTENDED ABSENCE FROM WORK AT LEAST SIX (6) HOURS BEFORE HIS SCHEDULED RUN WILL BE SUSPENDED unless sufficient cause is shown. If you have ANY DOUBTS whatsoever, that you may not be able to make the run, you are to notify the Company immediately so that they may have another driver standing by. In the event the trip is cancelled due to such failure to notify, the driver will be suspended indefinitely:

First Offense:	Reprimand
Second Offense:	Three (3) day suspension
Third Offense:	Subject to DISCHARGE at the Company's discretion

9. Failure to make out a report of damages to your vehicle; both tractor and trailer or straight truck, or to PROPERTY OTHER THAN OURS, within the day that the damages occurred will be grounds for punitive action.
10. Each driver is required to examine the condition of his/her TRACTOR AND TRAILER OR STRAIGHT TRUCK ~~BEFORE~~ AFTER /her) run, and to report in writing ANY damages not previously reported by him/her). Failure to make out a report on the truck or trailer condition and to see that this report is turned into the office will be grounds for punitive action.
11. All drivers should carry a timepiece of reasonable accuracy.
12. All drivers are required to have a telephone (home or cellular).
13. No drivers will be allowed to carry persons on the truck except POSTAL OFFICIALS identifying themselves as such, and those persons approved the by Company management. All persons will be carefully investigated before receiving authorization to be on the vehicle.
14. You are responsible for keeping your truck neat and free of overflowing ashtrays, candy wrappers, paper cups, etc., at all times. NO BOTTLES OF ANY KIND ARE ALLOWED IN TRUCKS. If you should be scheduled to operate a truck regularly used by another driver, you are expected to leave all lock, cab cards, trip cards, etc., just as you found them.
15. ROUGH TREATMENT OF TRUCK AND TRAILER, RACING OF COLD ENGINE, OR LONG PERIODS OF IDLING WILL BE GROUNDS FOR DISMISSAL, SUBJECT TO MECHANICAL CONDITIONS OF THE VEHICLE. Unnecessary burning of lights on both units while parking in Post Offices and Terminals will NOT BE TOLERATED. This practice will call for unnecessary road trips to replace batteries as well as bulbs. Make it a habit to cut lights as well as engine switches while at all facilities.
16. All trucks and trailers must be equipped with locks; DOORS MUST BE LOCKED AT ALL TIMES. Be sure upon reporting for work that you have all KEYS AND LOCKS for the trip. Your first lock will be issued by the Company.
17. All drivers must have current COL before operating equipment.
18. NO FINES WILL BE PAID BY THE COMPANY FOR TRAFFIC VIOLATIONS BROUGHT ON BY THE DRIVER. WATCH YOUR DRIVING HABITS AND SEE THAT THEY ARE ALWAYS SUPERIOR.
19. All drivers must be able to pass U.S. Government security check to haul mails.
20. Drivers must be screened and approved by the Postal Service Security Office before he/she can legally haul mails.
21. All keys to outer Post Offices carried by drivers must be returned to the office upon completion of run. DO NOT CARRY KEYS HOME WITH YOU. THERE ARE OTHER TRIPS THAT GO TO THOSE POST OFFICES AND NEED THOSE KEYS ALSO.
22. Upon discharge or voluntary leave of absence, ALL PAPERS, FUEL CARDS, POSTAL IDENTIFICATION CARDS, KEYS, TOOLS, SPECIAL EQUIPMENT, FLASHLIGHTS, EMBLEMS, UNIFORMS, OR ANY PROPERTY THE COMPANY IS RESPONSIBLE FOR MUST BE TURNED IN BEFORE FINAL SETTLEMENT OF SALARY.