

LABOR AGREEMENT

between

GOODWILL INDUSTRIES OF MID-MICHIGAN, INC.

and

TEAMSTERS LOCAL 332



**Affiliated With The
International Brotherhood of Teamsters**

July 9, 2019 - July 8, 2021

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AGREEMENT

This AGREEMENT is made by and between Goodwill Industries of Mid-Michigan, Inc., hereinafter called the "Company" and/or the "Employer" and Teamsters Local 332, Affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union."

ARTICLE 1. RECOGNITION

The Employer acknowledges and agrees that the Union is the sole and exclusive bargaining agent as certified by the National Labor Relations Board in its Case No 7 RC 17986 for all full-time and regular part-time truck drivers and truck driver's helpers employed by the Employer at the facility located at 501 S. Averill, Flint, Michigan; but excluding inside plant employees, office personnel, guards and supervisors as defined in the Act, and all other employees.

ARTICLE 2. MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects. In accordance with its responsibility and powers or authority which the Employer has not officially abridged, delegated or modified by this Agreement, such powers and authority are retained by the Employer. The management of the Employer and the direction of its working forces are vested solely and exclusively in the Employer. Such management and direction shall include, but shall not be limited to, the rights to hire, recall, transfer, promote and demote, and to lay off employees for lack of work or any other reason. The Employer shall have the sole and exclusive prerogatives with respect to work rules, classification of employees, assignments of work, (including temporary assignments), determination of hours and schedules of work (including overtime), to change or modify production methods or controls, to establish new jobs increase or decrease number of jobs, change materials or equipment, to contract out work, to determine and uniformly enforce minimum standards of performance, and to make any changes whatsoever in the operation of its facilities. The Employer shall have the right to discipline and discharge for just cause.

Local Union shall be notified of any changes at least ten (10) days in advance of any proposed changes.

Section 2. The purpose of the Employer is to provide rehabilitation services including job training and employment to persons with vocational disabilities or other barriers to employment. To ensure that work available within the Employer promotes this purpose, work needs will always be developed into training and employment sites for these individuals and only when determined to be inappropriate for this use will they be designated as eligible for development as regular jobs. Jobs can also be reclassified as changing conditions allows to permit maximum work and training opportunities for the people served by the Employer.

The provisions of this Section are not subject to collective bargaining or otherwise negotiable. The purpose for the Employer's existence remains the sole and exclusive right of the Employer to determine and/or re-determine as it may or may not elect to do, at any time.

ARTICLE 3. UNION SECURITY AND CHECK-OFF

Section 1. All present employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members of the Union to the extent permitted by law. All present bargaining unit member employees who are members of the Union on the effective date of this Agreement and all employees who are hired hereafter to perform work in the bargaining unit covered by this Agreement shall, on the 31st day following the execution date of this Agreement or the 31st day following their date of employment whichever is the later become and remain members of the Union in good standing to the extent permitted by law by remitting to the Union the Union's dues and/or assessments uniformly levied on all bargaining unit members.

Section 2. For all employees covered by this Agreement who have filed with the Employer a lawful and properly executed dues deduction from wages authorization form, the Employer agrees to deduct from the pay of such employees the uniformly levied dues and initiation fees and/or other uniformly levied assessments of the Local Union and agrees to remit to said Local Union all such deductions by the 20th day of each month. Written authorization for all such deductions by the employees shall be furnished in the form required by law to the Employer by the Union.

Section 3. For those employees paid weekly, union dues will be deducted from the 1st pay period and initiation fees and arrearages will be deducted from the 3rd pay period.

Initiation fees shall be deducted at a rate of at least \$20.00 per deduction or more if requested by the member.

In addition to the above the Employer and Teamsters Local 332 agree to continue to explore and work together on the possibility of converting to the electronic injection system for the monthly transfer of dues by the Employer to the Union.

Section 4. No portion of this Article that would be illegal will be enforced.

Section 5. If an employee changes their job status by leaving the bargaining unit, resigning, or planning an extended leave of absence, should obtain a withdrawal card at the Local 332 Union Hall. All outstanding dues must be paid at that time. The employee shall advise the Local Union upon their return to the bargaining unit. The purpose of the withdrawal card is to relieve the employee of the obligation to pay dues during time spent outside the bargaining unit. Failure to obtain a withdrawal card will result in having to pay all dues accumulated while outside the bargaining unit and payment of the re-initiation fee for reinstatement.

ARTICLE 4. GRIEVANCE AND ARBITRATION

Section 1. For the purpose of this Agreement, the term "grievance" means any dispute between the Employer and an employee within the unit, or between the Employer and the Union relating to the interpretation, application, breach or violation of a term or terms of this Agreement. Grievances shall be taken up promptly and no grievance shall be considered or discussed which is presented later than ten (10) days after the date the commencement of the grievance. Should any grievance arise such grievance will be settled promptly through the following steps.

Step 1. Oral Discussion. An employee having a grievance must discuss the matter directly with his immediate supervisor and he may be accompanied by a steward in such discussion if desired.

Step 2. If the conference does not resolve the issue, the grievant is to reduce the complaint to writing and present it to their immediate supervisor who will forward the written grievance to the department head or his/her designated representative.

Step 3. Upon receiving the written grievance a conference between the steward, aggrieved employee and management will be held. Reasonable efforts shall be made by all parties to settle the grievance at this level.

Step 4. In the event a satisfactory disposition of the grievance has not been reached a conference will be held with the Union Business Agent, Steward, aggrieved Employee, and Management to resolve the issue.

Step 5. In the event the Employer and the Union fail to satisfactorily settle the grievance in Step 4, on agreement of both parties the dispute shall be submitted to the Federal Mediation and Conciliation Service (FMCS). The FMCS shall conduct a mediation session regarding such grievance at a mutually agreeable date and time. The recommendation of the mediator regarding the grievance shall be advisory only. Any fees or assessments for this service will be divided equally between the Union and the Company.

Step 6. In the event a satisfactory disposition cannot be reached in Step 5 either party may appeal the matter to arbitration. The Employer and Union mutually agree to use Mid-Michigan Arbitration Committee and to equally divide all fees and assessments. The award of the arbitrator shall be binding upon both parties.

ARTICLES 5. NONDISCRIMINATION

The Employer and the Union agree that they shall not discriminate against any employee with respect to employment opportunities by way of that employee's race, color, religion, creed, marital status, non-felony conviction record, sex, national origin, age, or mental or physical disability.

ARTICLE 6. NO OTHER AGREEMENT

The Employer agrees not to enter into any agreement with any employee covered by this Agreement which conflicts with the terms and conditions of this Agreement Any such agreement shall be null and void.

ARTICLE 7. NON-BARGAINING UNIT EMPLOYEES

Section 1. No supervisory employee shall regularly perform bargaining unit work that is regularly performed by employees within the bargaining unit except in the following circumstances:

- a) When bargaining unit employees who are able and willing to do the work are not on the premises and immediately available, or when such work is necessary to maintain an efficient operation.
- b) When the assistance of a supervisor is necessary to handle or participate in or set up jobs beyond the capability of unit employees.
- c) Instruction or training of employees.
- d) In the case of emergencies, which are defined as unforeseen circumstances or unexpected

- situations calling for immediate action.
- e) Experimentation or research.
 - f) When the best interests of the Employer would be served in its relationship with the community, clients, the general public, and/or contributors to the Employer.

Section 2. The Employer will retain the ability to utilize consumers/clients within the transportation department as a means of achieving its mission of assisting people with disabilities and other special needs. It is understood by both parties that the Employer will not displace bargaining unit members as a means to an end.

ARTICLE 8. UNION VISITATION

An accredited business representative of the Union shall be permitted to visit the facilities of the Employer for the purpose of investigating matters and grievances arising out of the terms of this Agreement after notifying the designated representative of the Employer, in advance of his need for such visit. The representative shall not at any time interfere with the Employer's production. Such visit shall be limited to the time necessary to complete the business for which the visit was made. All such representatives shall comply with the security and safety regulations as required of all other plant visitors. The Employer may designate someone to accompany the representative on such visits to the Employer's premises. As much as is reasonably possible, the Union representative will speak with bargaining unit member employees on un-paid time.

ARTICLE 9. UNION ACTIVITIES

Section 1. The Employer recognizes the right of the Union to designate one (1) Job Steward and/or one (1) Alternate to handle such Union business as may from time to time be delegated to them by the Union. Job Stewards and/or Alternates have no authority to take strike action or any other action interrupting the Employer's business. The Employer recognizes this limitation and therefore retains the right and authority to render proper discipline in accordance with this Agreement, including discharge, in the event the Job Steward and/or Alternate has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement. The Job Steward and/or Alternate shall be an employee of the Employer and subject to all the terms of this Agreement the same as any other employee.

Section 2. A Job Steward and/or Alternate must have permission from the supervisor of his work area to be permitted to leave his work station for the purpose of investigating and handling grievance disputes under this Agreement. Such permission shall not be unreasonably denied. Time away from their job for handling of grievances by the Job Steward and/or Alternate shall be only the time reasonably required to investigate and process the grievance. A Steward or Alternate will receive their regular rate of pay for time spent investigating and processing grievances during their regularly scheduled hours of employment. However, only one (1) Steward or one (1) Alternate will be in pay status for any one (1) grievance. In the event any employee desires to engage in any Union business or activity other than handling grievances which interrupts performance of his job, consent must be obtained from his supervisor for time off. A Union Steward and/or Alternate will not be in pay status once a grievance has been appealed to arbitration.

Section 3. The Employer agrees that there shall be one (1) bulletin board available exclusively for posting Union material. No Union material or notices shall be posted in any other place on the Employer's premises. No Union material shall be posted on the Union's bulletin board other than notices of Union meetings and regular Union business. The Union bulletin board will at all times carry a notice clearly identifying it as the Union's board (for use) and disclaiming the Employer's responsibility for any matter posted on it said bulletin board shall be located in the employees' work area.

Section 4. The Employer will allow the Union Steward and/or Local 332 Representative (s) to meet with new hire bargaining unit employees.

Section 5. The Employer will release the Union Stewards from their schedule with unpaid time to attend an Educational Steward Seminar.

ARTICLE 10. NON-UNIT WORK

Any bargaining unit employee transferred, assigned or promoted by the Employer to a position with the Employer for which the Union is not the bargaining agent and who is subsequently reassigned to a bargaining unit position for which the Union is the bargaining agent, provided the employee returns within sixty (60) days, shall not lose seniority nor benefits as outlined in this Agreement as a result of such employment action.

ARTICLE 11. NO STRIKE/NO LOCKOUT

Section 1. All grievances will be handled in accordance with the grievance and arbitration procedure set forth in this Agreement. There will be no strikes, picketing, slowdown or any other type of interference with the operation of the Employer. The Union agrees that in the event an authorized strike, or picketing, slowdown or other work stoppage occurs, it will immediately notify the employees involved to immediately cease and desist from such activities and to immediately return to work, and the Union and its officials will concurrent with the unauthorized activity, both publicly and emphatically announce their opposition to such activity. Further, that no Union official shall either encourage or incited such activity through his/her actions. If the Union takes such action, the Employer agrees it will not seek to have the Union held liable for damages on account of the strike, picketing, slowdown or stoppage of work which is unauthorized by the Union.

Section 2. The Employer agrees not to lock out any or all employees covered by this Agreement during the term of the Agreement where no unauthorized activity as above listed in Section 1. has occurred giving rise to the need for the Employer to lock out in order to protect other personnel and/or equipment and/or property from damage and/or harm.

Section 3. The Employer may discharge or otherwise discipline any or all participants as the Employer sees fit.

ARTICLE 12. WORK TRANSFERS

Section 1. When an employee covered by this Agreement performs work in a job classification that is covered by this Agreement and where such job classification has a lower rate of pay than the employee's regular hourly rate, the employee will continue to receive his regularly classified hourly rate of pay for all time worked.

Section 2. When an employee covered by this Agreement performs work in the job classification that is covered by this Agreement and where such job classification has a higher rate of pay than the employee's regular hourly rate, the employee shall receive the higher rate of pay for all work.

ARTICLE 13. JOB POSTINGS

Section 1. Whenever a new position is created or a job vacancy occurs in a classification covered by this Agreement and the Employer, at its discretion, determines to fill that vacancy or job, the job shall be posted for a period of five (5) calendar days. Employees are entitled to bid for the opening by signing the job posting within the five (5) day posting period. Such positions will be filled, if possible, from among all employees who signed the bid based upon their qualifications for that job, their work records (which includes attendance and discipline), and the Employer's assessment of the employee's capability to perform the job. The employee may, at the Employer's discretion, be required to serve a trial period on the new job of up to ninety (90) working days before being regularly assigned to the job.

If the employee fails to qualify for the new job or, if during the trial period he desires to return to his former job, if said job is still available, without loss of seniority rights or other benefits. If the employee returns to his former job of his own volition, he shall not be allowed to bid on any openings with the same job that he had just reduced himself from for one (1) full year.

Section 2. The Employer agrees that regular full-time employees shall have the first opportunity to bid for any vacancy or position as described in Section 1. If no regular full-time employee bids for the posted vacancy or new position within the posting period as prescribed in Section 1, then the job may be offered to regular part-time employees in order of seniority provided the part-time employee is qualified as determined by the Employer as in Section 1. In the event no regular full-time or part-time employee elects to bid and/or is found qualified, the Employer may then hire a new employee to fill said vacancy or new position; provided however, that if a current employee does not bid for the job, the Employer shall have the right to assign the least senior qualified bargaining unit employee to the job in lieu of hiring a new employee, or until a new employee is hired if the Employer determines to fill the job.

ARTICLE 14. SAFETY

Section 1. The Union and employees shall cooperate with the Employer in the implementation of safety programs required by law which will promote safe and healthy work surroundings. The Employer will provide to members of the bargaining unit a mechanism for reasonable input to the Safety Committee for safety matters of concern to employees and for an appropriate and timely response to that input.

Section 2. No driver shall allow anyone other than authorized employees of the Employer who are on duty to ride in his truck except by written authorization of the Employer, and except in cases of emergency or an Act of God.

Section 3. Any employee involved in an accident shall immediately report such accident and any physical injury and/or property damage sustained to his supervisors. Any employee involved in an on the job accident or injury that requires treatment at a medical facility will be required to submit to a drug and/or alcohol test when they are receiving medical attention. When required by the Employer, before starting the next shift, the employee shall make out and/or otherwise assist supervision in making out an accident report in writing on forms supplied by the Employer, and the employee shall turn in all available and pertinent information regarding the accident. The Employer shall furnish a copy of the report to the employee.

Section 4. No employee will be required to take out on any highway or public roadway any vehicle which is in unsafe working condition as determined by competent mechanic judgment. All defects of any vehicle owned by the Employer will be reported by the employee to his immediate supervisor prior to the end of his shift. It shall not be a violation of this Agreement when employees refuse to operate such vehicle unless such refusal is unjustified. Any dispute will be resolved through the grievance and arbitration procedure.

Section 5. The Employer will provide necessary safety equipment for its vehicles as required by applicable State regulations and as determined necessary by the Employer to carry out the task of the assigned work. The Employer and employee will comply with any and all DOT regulations.

ARTICLE 15. LEAVE OF ABSENCE

Section 1. The Employer may grant an unpaid personal leave of absence to an employee for up to thirty (30) calendar days. Permission to extend this leave must be secured from the Chief Executive Officer. A request for a leave of absence must be in writing and must contain the reason for the leave and the date the employee intends to return to work. Upon return to work, the employee will be returned to his former position, if it still exists, and provided he is able to perform all the duties of the job without restriction.

The Employer may also grant an unpaid medical leave of absence under the Family Medical Leave Act of 1993 (FMLA) for up to twelve (12) weeks within a twelve (12) month period for any of the following reasons:

- Birth or adoption of a child
- Caring for a child, spouse or parent with a serious health condition
- The employee's own serious health condition

The employee must provide, in writing, the reason for the medical leave, accompanied by authorized medical documentation from a physician, supporting the reason for the leave and the duration of the leave.

Section 2. If an employee, while on an approved leave of absence, obtains gainful employment

with another employer without having secured permission to do so from the Employer who is party to this Agreement, he shall be subject to discharge.

Section 3. Employees on an approved personal and/or medical leave of absence shall not suffer a reduction in seniority for the first ninety (90) days of such leave. An employee shall not be paid or receive benefits during such leave, but upon his return, shall receive the wage rate appropriate to the job classification and his/her seniority, in addition to the same benefits he had when he started the leave of absence.

Section 4. Employee who fails to return to work at the end of an approved leave of absence may be disciplined up to and including discharge.

Section 5. Employees shall be eligible to maintain participation in the health insurance plan set forth in Article 26 of this Agreement during an authorized unpaid leave of absence by paying 100% of the premium for any insurance coverage maintained. If the authorized leave of absence is covered under FMLA the Employer will continue to pay its portion of the insurance premium while the employee is responsible for his/her share of the premium: forty-five percent (45%). The decision to maintain such health insurance must be made and arrangements for making the premium payments commencing with the first premium due after the effective date of the beginning of his leave of absence, and such premium payments shall be made by the employee until his effective return to active employment with the Employer. The Employer shall not be liable for any damages resulting to the employee and/or his dependents as a result of the employee's failure to make any and/or all of such premium payments on time and in the manner required.

Section 6. Family and Medical leave is considered to be an unpaid leave. However, if an employee taking a leave has accrued vacation or personal paid time off for which the employee is otherwise eligible, the employee will be required to use unused personal paid time off and vacation for the duration of the Family and Medical leave.

ARTICLE 16. SENIORITY, LAYOFF AND RECALL

Section 1. Bargaining unit seniority shall mean the length of continuous service of employees covered by this Agreement. Any termination in continuity of bargaining unit seniority (as hereinafter defined in Section 2 below of the Article) will cancel seniority thereto before accrued and seniority can be acquired after such break only by reemployment, in which case seniority will date from such reemployment. New employees shall be on an orientation for a ninety (90) day period. During this orientation period, the employee may be terminated with no recourse to any provision of this Agreement. Upon successful completion of the orientation period, the employee's seniority will date from the original date of employment.

Section 2. An employee shall terminate his seniority if he:

- a) Is laid off and not recalled to work for a period of one (1) year;
- b) Quits;
- c) Is discharged for cause;
- d) Fails to return to work as scheduled upon expiration of a leave of absence;
- e) Has been laid off and fails to return to work within three (3) working days after receiving a notice sent by certified mail to return to work;

- f) In the case of failure to report to work or call in to report his absence for three (3) consecutive days, the employee will be considered a three (3) day - "no call, no show" - which is a voluntary quit;
- g) Is transferred or promoted to a non-bargaining unit position with the Employer without returning to the bargaining unit within sixty (60) days.

Section 3. The Employer agrees to notify the Union in writing of all new hires that have successfully completed their orientation period. Upon written request by the Union, the Employer agrees to provide the Union with a current seniority list.

Section 4. In the event of layoff or recall from layoff, bargaining unit seniority shall prevail provided the retained employees are qualified and immediately able at the time to perform all the necessary and available work. Layoff or recall shall be classification of position, in other words, employees will first be laid off in order of seniority and qualification by job classification and recalled in the same manner. In laying off employees, the employee with the least seniority shall be laid off first, provided the remaining employees are qualified to do the available work. When recalling employees to work, employees with the greatest seniority shall be called back first, provided they are qualified to do the available work. Regular part-time employees will be laid off prior to regular full-time employees being laid off, however in so doing, full-time employees may be reduced to part-time status as the needs of the Employer for part-time help dictates. Full-time employees shall be placed in part-time status under this provision on the basis of ascending seniority order provided remaining full-time employees are able to perform the necessary and available full-time work.

Section 5. Employees who successfully bid into another job classification shall retain and continue to accumulate their seniority.

Section 6. There will be separate seniority lists for regular full-time and regular part-time employees. Where a part-time employee is transferred to regular full-time status, he will take his place at the bottom of the full-time seniority list. A regular full-time employee transferred to regular part-time status will take his place on the part-time seniority list equivalent with his full-time seniority. For bidding purposes, the order of seniority will be regular full-time and then regular part-time.

ARTICLE 17. ABSENTEEISM AND TARDINESS

Section 1. Purpose: The parties recognize the unique characteristics of the Employer's operations and regular, punctual attendance is expected of every Employee. Employees who are absent or late create a hardship on others, and make it difficult to maintain a high quality of service.

Section 2. Definitions:

- A. Absence. An absence occurs when an Employee misses more than three (3) hours of their scheduled shift. Absences occurring on multiple consecutive days due to the same illness or injury may be counted as one (1) occurrence for the purpose of this Article; provided, a doctor's note is submitted by the Employer to substantiate the absence.
- B. Tardy. An Employee will deemed tardy if they are not present and ready for work, as

scheduled, within five (5) minutes of the beginning of their scheduled shift. Tardiness may also occur at the end of a shift, if an Employee leaves more than five (5) minutes before the scheduled end of their shift, without approval.

- C. No Call/No Show. A no call/no show occurs when an Employee fails to report for work as scheduled, and fails to properly notify the Employer as described in Section 3. Failure to report or call in on three (3) consecutive scheduled work days shall be considered job abandonment and shall be deemed just cause for immediate termination of employment. A no call/no show can also occur when an Employee fails to return to work following the expiration of an approved leave of absence, where scheduled and instructed to do so.

Section 3. Notice of Absence or Tardiness.

- A. An Employee shall directly notify their supervisor/Manager, or the Employer’s assigned designee, if they will be tardy or absent from work, at least one (1) hours prior to their scheduled shift, unless excused for reasons that justify a lack of notice within the Employer’s discretion.
- B. Employees must call in each day of an absence unless a medical certificate is submitted on the first day of absence that identifies the days the Employee will be absent.

Section 4. Occurrence and Points. Employees who are absent or tardy shall accrue points in the following manner:

- A. An Employee will accrue one-half (0.5) point for each incident of tardiness.
- B. An Employee will accrue one (1) point for each unexpected absence.

Section 5. Exceptions to Absences and Tardiness.

- A. Approved time away from work using FMLA leave accrued paid time off and absences for jury/witness duty, for military duty, or due to on-the-job injuries or other approved leaves of absence, will not be considered absences or tardiness under this Article.
- B. If the Employer determines that unusual weather conditions resulted in a substantial number of Employees reporting late to work, the tardiness of Employees on such day will not be counted under this Article.
- C. Employees who receive written permission from the Employee’s direct supervisor/manager to leave their scheduled work shift early, are not tardy or absent for the purposes of this Article.
- D. Employees who are unable to complete the remainder of their shift due to an on-the-job injury, that requires medical attention are not tardy or absent for the purposes of this Article.

Section 6. Disciplinary Progression.

- A. Progressive discipline will apply to absences and tardiness as follows:

Step	Points Accumulated	Disciplinary Action
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One	Four (4) Points	Verbal Warning
Two	Five (5) Points	First Written Warning
Three	Six (6) Points	Second Written Warning
Four	Seven (7) Points	Termination

- B. Points are counted in a rolling six (6) month period. Points will expire six (6) months from the date of the incident for which the Employee received the points.
- C. As an Employee's accumulated points expire or are earned back, pursuant to Section 8, the Employee's placement on the disciplinary progression will be lowered accordingly.

Section 7. No Call/No Show.

- A. An Employee will go automatically to Step 1. for the first occurrence of a no call/no show.
- B. A second occurrence of a no call/no show will place the employee at a step three.
- C. A third no call/no show, occurring within a six (6) month period, will be deemed just cause for immediate termination, notwithstanding the disciplinary progression in Section 6(A).
- D. The Employer may, in its discretion, consider extenuating circumstances when determining disciplinary action for a no call/no show, and reserves the right to exercise discretion in such cases.

Section 8. Earning Back Points.

- A. At times, Employees may be asked to voluntarily pick up extra shifts due to call offs and staffing shortages. Full-time and part-time Employees who voluntarily pick up an extra shift can earn back points to reduce their total accumulated points for absenteeism and tardiness as follows:
 - 1. An Employee who volunteers for an completes a weekend shift, or Holiday shift, earns back one (1) point.
 - 2. An Employee who volunteers for and completes two (2) partial shifts earns back one (1) point.
- B. Points earned back will be credited to the Employee on a quarterly basis (March 31, June 30, September 30, and December 31). An Employee can earn back a maximum of three (3) points per quarter. Points earned back cannot be used to achieve a negative point balance.

ARTICLE 18. DISCHARGE AND DISCIPLINE

Section 1. The Employer shall not discharge, discipline or suspend an employee without just cause.

Section 2. In the event the Employer initiates disciplinary action against an employee, the following progression, depending on the circumstance of the incident, shall normally apply:

1st offense – counseling

2nd offense – verbal written reprimand

3rd offense – suspension for 1 day without pay

4th offense – subject to discharge

The Employer may immediately discharge an employee without prior notice and without resorting to the above progression for the following serious offenses: theft, including the unauthorized possession of property belonging to the Employer, falsifying information; physical abuse to personnel or property; failure to or refusal to carry out a supervisor's instructions; unauthorized release or disclosure of client information; sexual harassment; use or possession of drugs not prescribed by a physician (except over-the-counter drugs) proven by a drug test or drinking of alcoholic beverages during working hours or reporting to work while under the influence of alcohol proven by a breathalyzer (or other legitimate tests) and/or illicit drugs; all tests will be conducted by the Employer's choice of clinics with all costs absorbed by the Employer, reckless operation of an Employer's vehicle; leaving the scene of an accident and being involved as the driver in a hit and run accident; having firearms of any kind in his possession while on the job; threatening, intimidating, coercing or exploiting fellow employees or consumers; or engaging in any illegal activity while on the job, on Employer property or while in Employer vehicles.

If an employee discloses using and/or being under the influence of federally illegal drugs, prohibited by Goodwill such as marijuana or alcohol, the employee may be eligible for the Continued Employment Agreement (CEA). To be eligible for a CEA the employee must report the alcohol and/or prohibited drug use prior to the test, have one or more years of seniority, and on disciplinary suspension within twelve (12) months.

Section 3. The Employer agrees to provide the Union Steward and the Union with a copy of all letters of reprimand and disciplinary action at the time such reprimand or action is issued to the affected employee.

Section 4. All letters of reprimand shall remain in effect for a period of twelve (12) months from the date of issuance.

Section 5. The limitations set forth in Section 4 shall not apply to disciplinary actions or citations concerning and affecting an employee's driving record or driver's license. Such actions shall be in effect for a period of three (3) years. If a driver loses his license or has a driving record such that the Employer's insurance carrier object to continuing insurance coverage of the employee, the employee will no longer be permitted to drive the Employer's vehicles, and the employee may be terminated and shall have no rights to exercise his seniority to bump a less senior employee in another job classification.

ARTICLE 19. PART-TIME

Section 1. Part-time employees who regularly work twenty (20) hours or more per week but less than thirty (30) hours per week shall receive vacation pay, leave and sick leave benefits afforded to regular full-time employees on a pro-rata basis based upon the number of hours actually worked. A part-time employee will receive pay for a holiday which is recognized and paid as a holiday under this Agreement where such holiday falls on a day that the part-time employee would have normally and regularly have worked.

Section 2. Part-time employees will not be employed and used for the purpose of displacing regular full-time employees. However, a part-time employee may be utilized for a full-time position for purposes of filling a vacancy by a full-time employee. Said vacancy being a vacation, sick leave, work related injury, or any approved leave by a supervisor.

ARTICLE 20. HOURS OF WORK. OVERTIME. PAY PERIODS AND REPORTING PAY

Section 1. All employees will receive their paychecks on a bi-weekly basis.

Section 2. The Employer shall determine the work schedule necessary to conduct its operations and said schedule of work may vary for day to day.

Section 3. The normal schedule of hours shall be a shift consisting of eight (8) consecutive hours per day, exclusive of one-half (1/2) hour unpaid lunch, five (5) consecutive days per week, and forty (40) hours per week. This section shall not be taken as a guarantee of any hours of work or pay per day or per week.

Section 4. All full-time employees shall be offered a schedule of any five (5) days at straight time. Overtime shall result on these shifts when the employee's hours exceed forty (40) hours in a week or the employee works a sixth (6th) or seventh (7th) day.

Voluntary overtime will be by seniority and classification, asking from the top down. In lieu of mandatory work hours, the Employer may seek volunteers from qualified Truck Helpers/Dock Workers. If the Employer is unable to obtain a volunteer (s) the least senior within the classification will be mandated.

The Employer agrees that for this consideration, all current drivers shall be guaranteed forty (40) hours of work opportunity except during the months of January, February, March and April. This may require drivers to perform assignments other than their normal duties.

Section 5. An employee who works on any paid holiday shall be paid his premium hourly rate for all hours worked in addition to holiday pay for the holiday.

Section 6. Employees who are required to attend meetings sponsored by the Employer shall be paid their applicable hourly rate for all such time. Time spent attending meetings shall be considered as time worked for purposes of computing weekly overtime.

Section 7. When no work is available to an employee who reports for work without having been previously notified not to report, he shall be compensated for six (6) hours. This provision shall not apply if the reason for the lack of work is for a reason beyond the control of the Employer, such as fire, flood, power failure, strikes, or an Act of God.

Section 8. It is understood and agreed that the Employer may require a bargaining unit member employee to perform various kinds of work that is not drivers/helpers work and is outside the bargaining unit to provide the normal forty (40) hour work week. However, the Employer is not compelled or required to assign bargaining unit member employees to perform such work. It is not the Employer's intention to reduce the hours of its full-time drivers/helpers in order to employ part time and/or temporary drivers/helpers.

Section 9. The Employer agrees that if work normally, regularly and exclusively performed by bargaining unit member employees is available over forty (40) hours per week, the work will be offered by seniority to all qualified bargaining unit employees. This provision shall not apply to (a) emergency situations; (b) projects of a specific nature and duration (the Employer will give the Union notice and opportunity to discuss the project) and (c) seasonal work. Payment for overtime work shall be pursuant to Section 4 of this Article.

Section 10. A full-time employee is defined as an employee who regularly works thirty (30) hours or more per week.

Section 11. No casual employee will be used to deprive a regular employee of overtime or will be used beyond the Employer's ninety (90) days requirement to replace an employee who no longer is employed by the Employer. After the ninety (90) days requirement is met, the employee will be hired by the Employer as a regular employee.

Section 12. The week's scheduling will be set on the Friday for the following week. The Employer will follow this practice whenever work is available.

Employees will select their assignment daily starting with the highest senior.

Daily assignments may be adjusted based on unexpected delivery/pick up ("add ons") seniority will be considered for these assignments whenever practicable.

ARTICLE 21. LUNCH AND REST PERIODS

Section 1. All employees will receive an unpaid thirty (30) minute lunch period for each full shift worked.

Section 2. All regular full-time employees will receive a fifteen (15) minute paid break period during the first half and during the second half of each full shift.

Section 3. In the event an employee is unable to take his lunch period or break period at the specified time, the employee shall immediately contact his dispatcher to reassign his break period to a more suitable time.

ARTICLE 22. MILITARY, JURY DUTY AND FUNERAL LEAVE

Section 1. The parties to this Agreement shall abide by the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act 38 U.S.C. sec 4301-4333 (USERRA).

Section 2. Employees who are members of the reserve units of the Armed Forces will be granted up to thirty (30) days or less of leave each year for military training. The employee may arrange to take the time off as regular vacation with pay or may elect to take a leave of absence. Military training leave of absence is not considered a break in continued employment.

Section 3. Any employee called for jury duty will be excused from employment without loss of seniority or benefits for the time necessary to fulfill the obligation. The employee shall be given the choice of accepting either his regular salary paid by the Employer or the jury duty pay. If the option is to accept the Employer's pay, then the jury duty pay shall be refunded to the Employer. If the option is to keep the jury duty pay, then the Employer's pay shall remain with the Employer.

Section 4. In the event of the death of an immediate relative, bereavement leave, not to exceed three (3) paid days, will be allowed for the purposes of attending to business arising out of such death. An immediate relative includes: spouse, parent, grandparent, sibling, children, grandchildren, step-parent, step-children, stepbrother/sister or parent or grandparent of the current spouse of the employee.

Employees will be granted one (1) scheduled work day at their base rate of pay, to attend the funeral of a great-grandparent, aunt, uncle, niece, or nephew if the funeral falls on a day the Employee is scheduled to work. Unpaid time or vacation time can be used for the funerals of other close relatives.

The relationship of the deceased must be clearly stated on the time card for the period during which bereavement leave is granted. The Employer retains the right to require proof of the relationship of the deceased to the employee for the purpose of this Section.

Pay for each day off shall be at the employee's regular scheduled pay. Leave beyond three (3) days or because of the death of a friend or a relative not listed above must be requested from the supervisor.

ARTICLE 23. SICK LEAVE

Section 1. All regular employees shall accrue personal time off pay (PPTO) credits at the rate of one (1) hours PPTO for each forty (40) hours of work performed and/or paid for. The employee may accrue earned PPTO credits up to one hundred twenty (120) hours for which is the equivalent of up to fifteen (15) eight (8) hour days.

Section 2. The employee shall use personal paid time off credits accrued to his record for bona fide non-occupational illness and/or injury.

Section 3. When an employee accrues the maximum of one hundred twenty (120) hours of personal paid time off to his record, any additional hours earned in a year beyond the one hundred twenty (120) hours shall, at the option of the Employer, be paid to the employee at the end of the year on or after December 15.

Section 4. Each hour of personal paid time off taken shall be paid at in compliance with the Fair Labor Standards Act.

Section 5. Employees may be required to provide the Employer with proof of illness; however, a medical report will be required for absences in excess of three (3) consecutive working days.

Section 6. Employee may use accrued PPTO for illness, including FMLA, or injury not covered by Workers Compensation, but not to exceed the amount of PPTO accrued; provided however, employees must first successfully complete the new employee's orientation period.

Section 7. Employee shall earn PPTO while on paid vacation and paid PPTO and for holiday pay and for funeral leave pay.

Section 8. Employees will receive holiday pay while drawing PPTO but will not receive PPTO in addition to the holiday pay.

Section 9. An employee who fails to return to work at the end of a medical leave when he is released back to work by a medical doctor will be subject to termination.

ARTICLE 24. HOLIDAYS

Section 1. When any of the below-listed holidays actually falls on a day when a regular employee who has completed the new employee orientation period is otherwise scheduled to work, such employee shall receive eight (8) hours straight pay for such day. If the employee does work on any of the recognized holidays, the employee will be paid at a premium rate of time and one half (1 ½).

The holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day, Good Friday and Martin Luther King Day.

Section 2. An employee must work his regularly scheduled work day before and after the holiday to be eligible to receive holiday pay unless such absence is excused by the Employer.

Section 3. Employees who are laid off or are on approved leaves of absence and who return to work prior to the holiday shall be eligible for holiday pay.

Section 4. Holidays shall not be considered as a day of work for the purpose of computing weekly overtime if the holiday falls on or is observed on an employee's normally scheduled work day.

Section 5. If a holiday falls on the weekend, the preceding Friday or following Monday, as determined by the Employer, will be the observed holiday.

Section 6. Christmas Bonus: If a Christmas bonus is paid to the Employer's employees, the bargaining unit will be included.

ARTICLE 25. VACATIONS

Section 1. During the first (1st) year of employment, all regular employees earn and accrue vacation leave and pay at the rate of one (1) hour vacation leave and pay for each thirty-nine (39) hours of work actually performed and/or paid for during the said first year not to exceed forty (40) hours of paid vacation leave for the year.

Section 2. During the second (2nd) year of employment and during each year of employment thereafter through the sixth (6th) year of employment, all regular employees earn and accrue vacation at the rate of one (1) hour vacation leave and pay for each nineteen and one half (19 & 1/2) hours of work actually performed and/or paid for during the year, not to exceed eighty (80) hours of paid vacation leave each year.

Section 3. During the seventh (7th) year of employment and during each year thereafter all regular employees earn and accrue vacation at the rate of one (1) hour vacation leave and pay for each thirteen (13) hours of work actually performed and/or paid for during the year, not to exceed one hundred twenty (120) hours of paid vacation leave each year.

Section 4. Annually, the first two (2) weeks in March and September, the Employer shall post for preferred vacation time, and eligible employees will make their preference known at that time in order to prepare a vacation schedule.

Written requests are to be submitted March 1-10 for requested time off in the months of June through November. Vacation requests will be answered by March 31.

Written request are to be submitted September 1-10 for requested time off in the months of December through May. Vacation requests will be answered by September 30.

Selections submitted during the above time frames will be by seniority and based on the number of employees the Employer determines can be released without hampering the Employer's business; generally one (1) employee on vacation leave at any given time.

All other vacation requests are to be submitted two (2) weeks in advance and will be granted on a first come first serve basis.

Section 5. The minimum amount of vacation leave that may be taken at a given time is four (4) hours.

Section 6. Employees on vacation leave shall receive pay for any holiday which they are entitled to receive in the event a scheduled holiday falls within their vacation period and shall not be charged with a vacation day for such day.

Section 7. New employees must be employed for six (6) consecutive months before they are eligible to take vacation leave. Once three (3) full weeks, i.e. one hundred twenty (120) hours have accrued, any additional accrual must be taken prior to December 31st in the then current year, otherwise the accrual in excess of one hundred twenty (120) hours will be forfeited as of such December 31st, Employees who have five (5) years of service may opt to receive payment in lieu of time off for up to one (1) week (forty hours) of

vacation at the end of the year. Employees who exercise this option must express this in writing prior to December 1st with anticipated payment prior to December 20th.

Section 8. Employees who have completed six (6) months of employment and provides a two (2) weeks' notice shall, upon termination of employment or retirement, be reimbursed for any vacation earned but not taken prior to terminating their employment or prior to their retirement.

Section 9. In the event of the death of an employee who is entitled to vacation pay under the provisions of Article 23, such vacation pay is in addition to any earnings due such employee and shall be paid to his lawful heir in accordance with applicable law.

Section 10. Employees shall receive vacation pay at their then current straight time rate of pay.

Section 11. Employees shall earn vacation while on paid vacation and/or paid sick leave.

Section 12. Employees will be paid scheduled vacation pay in advance of taking their scheduled vacation, providing the vacation in question was bid at the yearly bid as described in the previous section.

ARTICLE 26. INSURANCE

Section 1. Regular full-time employees who have completed the new employee orientation period may participate in the Employer's selected health care program; Blue Care Network with or without a Health Reimbursement account (HRA) and the Employer will contribute 55% of the cost for such employee's and such employee's dependents participation in such program. The Employer's 55% contribution is effective only while the employee is actively employed with the Employer and is not payable while the employee is out of work for any reason other than vacation leave.

Section 2. The Employer will provide each regular full-time employee who has completed the new employee orientation period with group term life insurance coverage in the amount of \$15,000.00.

Section 3. The Employer will provide Workers' Compensation Insurance at no cost to the employee.

Section 4. Pension: Union members will be allowed to participate in a 403B plan when available at Goodwill Industries of Mid-Michigan. The Plan will be explained to members upon request.

ARTICLE 27. WAGES

The following shall be the wage increase schedule during the term of this Agreement.

The rate of pay an employee receives will be based on their job classification. The three (3) job classifications set by this agreement will be Semi-Trailer Driver, Straight Truck Driver and Driver's Helpers.

All newly hired Semi-Trailer Drivers will have a starting wage of \$15.80-\$16.40 based on experience, not to exceed \$16.40. All newly hired employees will be required to complete a ninety (90) day probationary period. Upon completion of the ninety (90) day probationary period, Semi-Trailer Drivers will be advanced \$.50 per hour from their starting wage. After the (90th) day of employment the Semi-Trailer Driver will be eligible for an increase in wages based on their performance evaluation to be conducted every six (6) months

until they reach the maximum wage set for their classification, full contract rate to be reached by the end of this Agreement.

July 9, 2019

July 9, 2020

July 9, 2021

Semi-Trailer

\$16.90

\$17.25

\$17.60

(The wage progression for newly hired employees as outlined above)

Straight Truck

\$14.60

Driver's Helper

\$10.80

\$11.15

\$11.50

All bargaining unit employees will receive a two hundred and fifty dollar (\$250.00) ratification bonus the first full pay period following ratification.

ARTICLE 28. MISCELLANEOUS

Section 1. Employees unable to report to work because of adverse weather conditions are required to notify the Employer as soon as possible.

Section 2. If employees are required to submit to physical examination as a condition of employment by the Employer, the Employer agrees to arrange and pay for such examinations.

Section 3. Employees injured on the job in the performance of their duties and who require medical assistance shall be paid for all hours lost on their regular shift for that day.

Section 4. Safety bonus will be paid to all eligible employees if they have not received a disciplinary action for safety concerns, are not involved in an accident or receive a ticket while driving Employer vehicles which involves points under the State of Michigan Licensing Point System.

The definition of a year is December 1-November 30.

No accident/tickets during the first year of employment will be pro-rated per month of employment based on one (1) year award not to exceed \$150.00

No accident/ticket after one calendar year	\$ 150
No accident/ticket after two calendar years	\$200
No accident/ticket after three calendar years	\$300
No accident/ticket after four calendar years	\$400
No accident/ticket after five calendar years	\$600

If an employee is involved in an accident or receives a ticket during a calendar year, they will forfeit their safety bonus for that calendar year.

All Employer vehicles will have a pre-trip performance inspection prior to leaving Employer premises, and

if damage is found, it must be noted prior to leaving Employer premises. Pre- trip performance inspection forms will be provided by the Employer. All tickets received while driving company vehicles must be reported to a transportation supervisor upon conviction.

Section 5. Driver's Helper's will be included in any Employer sponsored performance bonus providing the following basic requirements are met:

1. Employed on or before September 1 of the year the performance bonus is paid
2. Employee has had zero unexcused absences for the entire year
3. Employee's job performance meets/exceeds the minimum standard

Performance bonus scheme is based on overall Employer performance at the end of the calendar year.

Section 6. The parties' signatory to this Collective Bargaining Agreement agrees that the Employer intends during the life of this contract to reduce or eliminate jobs in the classification of Straight Truck Driver. It is the goal of the Employer to convert most driver job opportunities to semi-drivers. Any employee currently driving a straight truck, who wishes to become qualified to drive semi, will be assisted by the Employer. The Employer will share the cost of the training up to fifty (50%) percent of the total training course cost. Any employee wishing to utilize this training must notify the Employer in writing and have successfully completed the training at least thirty (30) days prior to the Employer's need to change the classification. If no employee utilizes this opportunity and therefore remains unqualified for the changes needed by the Employer, it will not be considered a violation of Article 16 Seniority, which will result in a junior qualified employee having rights to the position.

ARTICLE 29. SEPARABILITY AND SAVINGS

Section 1. If any Article or Section of the Agreement or any Addendum hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or any addendum hereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2. In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request, in writing, or either party. For the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint, provided that if the parties cannot reach a mutually satisfactory replacement the matter may be submitted by either party to a binding arbitration.

ARTICLE 30. UNIFORMS

Section 1. The Employer agrees that if any employee is required to wear any kind of uniform as a condition of continued employment, such uniform shall be furnished by the Employer, free of charge, at the standard required by the Employer. All required uniforms will be Union made in the

United States and bear the Teamster's logo whenever possible. Employees will not be required to wash uniforms when supplied by the Employer.

The Union and Employer will meet with the supplier of such uniforms when possible to determine the type and materials available. The employee shall have a choice by majority election of the material available to be used. The choice of the majority shall be binding on all affected employees.

The Employer shall replace any uniforms as necessary by exchanging uniform for uniform (shirt for shirt, pants for pants, shorts for shorts).

Section 2. Uniforms shall include:

1. Furnished by the Employer
2. Short sleeve in the summer
3. Long pants in the winter
4. Five (5) matching sets per employee per week
5. Teamster's logo will be opposite the Employer logo, provided they are available and will be supplied by Local 332.
6. Shorts are acceptable providing they are of similar color to Employer supplied long pants. All shorts, if worn by employee must be no higher (shorter) than two (2) inches above the knee cap. Sweat pants and other improper attire will not be tolerated and employee will be requested to change prior to working.

ARTICLE 31. SAFETY GLASSES

Section 1. Purpose: The purpose of this procedure is to protect employees and the consumers of the Employer from eye hazards in the workplace (see procedure on "Personal Protective Equipment", page VI-13). The scope of this procedure includes eye safety for all personnel and visitors required to wear prescription or Employer issued Z-87 or equivalent safety glasses or shields while in designated areas.

Section 2. Responsibility:

- A. The Safety Director shall be responsible for ensuring that appropriate safety glasses and/or shields are assigned, and affected employees receive training on proper use of safety glasses.
- B. Department supervisors shall be responsible for advising Safety Director or his/her designee of changes in safety glass requirements (e.g., new procedures/processes; omissions of job/task).

Section 3. Issuance of Safety Glasses:

- A. The first pair of safety glasses will be issued to the individual at the Employer's expense. The individual will be required to sign a form to verify that the safety glasses were received.
- B. Loaner pairs will be issued by the department when personnel forget their glasses.
- C. Safety glasses are not to be substituted for welding glasses. Sun glasses or half glasses are not acceptable.

Section 4. Wearing of Safety Glasses:

Repeated failure to wear safety glasses will result in disciplinary action.

Section 5. Lost or Damaged Safety Glasses:

- A. If an employee loses their glasses, they must purchase a new pair at their own expenses or wear Employer issued goggles.
- B. If the glasses are damaged through normal use, they will be replaced at the Employer's expense.

ARTICLE 32. DURATION

THIS AGREEMENT shall be in full force and effect for a period from July 9, 2019 through July 8, 2021 and shall continue from year to year thereafter unless either party shall give notice in writing to the other party not less than sixty (60) days prior to the termination date of this Agreement of the a desire to change or modify the terms of the Agreement or to terminate the Agreement.

For the Employer:

Goodwill Industries of Mid-Michigan, Inc.



Joseph Mounger, CEO

7/26/19

Date



Anthony Kwiatkowski, Director of Operations

7/26/19

Date



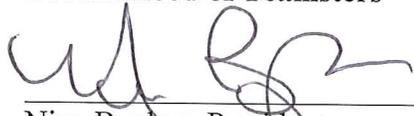
Amy Kelley, HR Manager

07/26/2019

Date

For the Union:

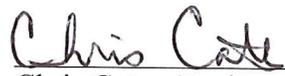
Affiliated With The International Brotherhood of Teamsters



Nina Bugbee, President

7-29-19

Date



Chris Cates, Business Agent

7-29-19

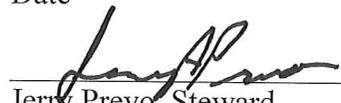
Date



Dana Alden, Business Agent

7-29-19

Date



Jerry Prevo, Steward

8-13-19

Date