

**Collective Bargaining Agreement
between**

**TEAMSTERS LOCAL UNION NO. 807
32-43 49TH Street
Long Island City, NY 11103**



And

**United Envelope
65 Railroad Avenue
Ridgewood, N.J. 07657**

April 1, 2019 thru March 31, 2022

TABLE OF CONTENTS**PAGE**

| | | |
|-------------|-------------------------------------|----|
| Article 1- | PURPOSE AND SCOPE | 1 |
| Article 2- | UNION RECOGNITION | 1 |
| Article 3- | SENIORITY | 2 |
| Article 4- | CHECKOFF | 2 |
| Article 5- | LEAVE OF ABSENCE | 3 |
| Article 6- | DELIVERIES AND /OR PICKUP | 4 |
| Article 7- | EMPLOYER PREMISE | 4 |
| Article 8- | SHOP STEWARD | 4 |
| Article 9 - | WAGE CALCULATION AND PAYMENT | 5 |
| Article 10- | FEDERAL AND STATE LAWS | 6 |
| Article 11- | PICKET LINE AND STRUCK GOODS | 6 |
| Article 12- | COMPANY RULES | 6 |
| Article 13- | ARBITRATION AND GRIEVANCES | 6 |
| Article 14- | ENFORCEMENT AGREEMENT | 8 |
| Article 15- | NONDISCRIMINATION | 8 |
| Article 16- | MANAGEMENT RIGHTS | 8 |
| Article 17- | STRIKE AND LOCK-OUT | 8 |
| Article 18- | BEREAVEMENT LEAVE | 8 |
| Article 19- | HEALTH PENSION AND ANNUITY FUND | 9 |
| Article 20- | VACATIONS | 10 |
| Article 21- | SICK DAYS | 11 |
| Article 22- | HOLIDAYS | 12 |
| Article 23- | HOURS | 12 |
| Article 24- | LOSS OR DAMAGE | 13 |
| Article 25- | EQUIPMENT | 13 |
| Article 26- | INSPECTION OF PAYROLL RECORDS | 14 |
| Article 27- | EXAMINATION AND IDENTIFICATION FEES | 14 |
| Article 28- | MEAL PERIOD | 14 |
| Article 29- | TRAVEL TIME AND EXPENSES | 14 |
| Article 30- | COURT APPEARANCES | 15 |
| Article 31- | PASSENGERS | 15 |
| Article 32- | WORKERS COMPENSATION CLAIMS | 15 |
| Article 33- | UNION BULLETIN BOARD | 15 |
| Article 34- | SEPARATION OF EMPLOYMENT | 16 |
| Article 35- | JURY DUTY | 16 |
| Article 36- | WAGES | 16 |
| Article 37- | SEPARABILITY AND SAVINGS CLAUSE | 16 |
| Article 38- | NEW HIRES | 17 |
| Article 39- | SUCCESSORS.ETC | 17 |
| Article 40- | UNIFORMS AND CELL PHONE ALLOWANCE | 17 |
| Article 41- | MAINTENANCE OF STANDARDS | 17 |
| Article 42- | RELOCATION OF FACILITY | 17 |
| Article 43- | EMPLOYEE'S BAIL | 18 |
| Article 44- | SUBCONTRACTING | 18 |
| Article 45- | EXTRA CONTRACT AGREEMENTS | 18 |
| Article 46- | LOSS OR DAMAGE | 18 |
| Article 47- | UNION ACTIVITIES | 18 |
| Article 48- | DRUG TESTING | 19 |
| Article 49- | EXPIRATION OF CONTRACT | 19 |

UNITED ENVELOPE Inc. herein after referred to as the Employer,' having its principal place of business at 65 Railroad Avenue, Ridgewood N.J., 07657, and TEAMSTERS LOCAL UNION NO. 807, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union, "with its principal offices located at 32-43 49th Street, Long Island City, NY 11103, agree to be bound by the terms and conditions of this Agreement.

ARTICLE 1. PURPOSE AND SCOPE

It is the intent and purpose of the Employer and the Union to promote and maintain industrial stability and harmony and to set forth in this Agreement the wages, hours and working conditions for the employees and the rights and responsibilities of the Employer and the Union.

ARTICLE 2. UNION RECOGNITION

1. The Employer recognizes the Union as the sole collective bargaining agent for the truck drivers employed at the facility (the "Employees") and the Employer hereby agrees not to enter into any agreement or contract with said Employees individually or collectively which conflicts with the terms and provisions of this Agreement.

2. Supervisory and sales personnel of the Employer shall be restricted from performing work that it recognizes as the work of the Employees. When no Employees are available, the Union recognizes that the Employer can utilize other personnel in an emergency.

3. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. Union membership, for purposes of this Agreement, is required only to the extent that employees must pay either (i) the Union's initiation fees and periodic dues and assessments or (ii) service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues and assessments, and in the case of an objecting service fee payer shall be the proportion of the initiation fees, assessments, and dues corresponding to the portion of the Union's total expenditures that support representational activities. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members of the Union as a condition of employment on and after the thirty-first (31 St.) day following the beginning of their employment or on and after the thirty-first (31 St.) day following the effective date of this Agreement, whichever is later. This provision shall be made and become effective as of such time as it may be and become effective under the provisions of the National Labor Relations Act, but not retroactively.

4. The Employer shall notify the Union when new employees are hired. The Union shall have the right to send applicants for the job and the Employer agrees to give the same consideration to the Union sent applicants as given to applicants from other sources.

5. The Employer shall, immediately upon employment, notify the shop steward or the Union if there is no shop steward, of the employment of any man who, under this Agreement, is required to be a member of this Union. Any employee who, thirty (30) days from the date of first employment, has failed to tender the periodic dues, assessments, and initiation fees uniformly required as a condition of acquiring and retaining membership shall be discharged by the Employer within ten (10) days after the Employer receives written notice from a properly authorized official of the Union, provided the

Employer is presented evidence that the Union has notified the employee of the amounts due and the consequences of his failure to tender the amounts due.

ARTICLE 3. SENIORITY

1. Seniority shall prevail in selection of starting time so that the most senior employee shall have the earliest starting time if he so elects. Seniority does not give an employee the right to choose a specific unit, run, trip or load.

2. A probationary employee shall become a regular employee once he has worked for an employer for one hundred (100) days. A probationary employee shall work under the provisions of this Agreement, but during the probationary period the employee may be terminated without further recourse, provided the employer, may not terminate the employee for the purpose of discriminating against Union members.

3. The Employer shall submit a seniority list to the Union upon request.

4. When it becomes necessary to reduce the work force, the last man on the seniority list shall be laid off first and when the force is again increased employees shall be returned to work in the reverse order in which they were laid off. In the event of a recall, the laid off employee shall be given notice of recall by overnight mail, registered or certified mail, sent to the address last given to the Employer by the employee. Within three (3) calendar days after tender at such address of the Employer's notice, the employee must notify the Employer by overnight mail, registered or certified mail of his intent to return to work and must actually report to work within five (5) calendar days after the date of tender of the recall notice, unless it is mutually agreed by the Employer and the Union that the employee need not return to work within the five (5) calendar day period. In the event the employee fails to comply with the above provision, he shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

5. Seniority shall be broken only by:

- a. Failure to respond to a notice of recall. (It is the responsibility of the employee to supply the proper address and phone number to the employer)
- b. Unauthorized leave of absence
- c. Unauthorized failure to report to work for seven days when work is available.
- d. Any employee who is absent because of proven illness or injury shall maintain his seniority.

ARTICLE 4. CHECKOFF

1. The Employer shall furnish the shop steward with a list of employees who have signed checkoff

authorization cards. The Employer shall deduct from said employees the dues, initiation fees and/or uniform assessments of the Union. No deductions shall be made which, are prohibited by applicable law.

2. After proper authorization by the employee to deduct dues, initiation fees and/or uniform assessments of the Union, the Employer shall forward the total amount deducted to the Union before the start of the next calendar month.

3. Where an employee who is on check off is not on the payroll during the week in which the Employer makes the forementioned deduction or has no earnings or insufficient earnings during that week or is on leave of absence, the employee shall have the responsibility of making that month's payment of dues, initiation fees and/or uniform assessment directly to the Union.

ARTICLE 5. LEAVE OF ABSENCE

1. Any employee desiring leave of absence from his employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for six months and may be extended for like periods. Written permission for extension shall be secured from both the Union and the Employer. During the period of absence, the Employee shall not engage in gainful employment in the same industry in classifications covered by this Agreement. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved.

2. All employees who worked for the Employer for a minimum of twelve (12) months and worked at least 1250 hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993.

Eligible employees are entitled to up to a total of 12 weeks of unpaid leave during any twelve- (12) month period for the following reasons:

1. Birth or adoption of a child or the placement of a child for foster care;
2. To care for a spouse, child, or parent, of the employee due to a serious health condition;
3. A serious health condition of the employee.

The employee's seniority rights shall continue as if the employee had not taken leave under this Section, and the Employer will maintain health insurance coverage during the period of the leave.

The employee is required to provide the Employer with at least thirty, (30) days advance notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable. The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second (2nd) opinion at the Employer's expense. If the second opinion conflicts with the initial certification, a third opinion from a health care provider selected by the first and second opinion health care providers, at the

Employer's expense may be sought, which shall be final and binding. Failure to provide certification shall cause any leave taken, to be treated as an unexcused excuse.

As a condition of returning to work, an employee who has taken leave due to his/her own serious health condition must be medically qualified to perform the functions of his/her job.

It is specifically understood that an employee will not be required to repay any of the contributions for his/her health insurance during FMLA leave. No employee will be disciplined for requesting or taking FMLA leave under the contract absent fraud, misrepresentation, or dishonesty.

Disputes arising under this provision shall be subject to the grievance procedure. The provisions of this section are in response to the federal FMLA and shall not supersede any state or local law, which provides for greater employee rights.

3. The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, for an employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided at least five (5) working days written notice is given to the Employer by the Union, specifying the length of time off if possible. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to assuring that there shall be no disruption of the Employer's operations due to lack of available employees. Not more than one employee shall be allowed such leave at any given time.

4. Any employee who is designated by the union to work for the Union on a full-time basis shall be granted a leave of absence, with no loss of seniority, for the duration of his full time employment provided he reports back to work to the Employer within ninety (90) days after his employment with the Union is terminated and does not work for any other Employer in the industry during such period.

ARTICLE 6. DELIVERIES AND/OR PICKUP

Employees must make every effort to make deliveries and avoid summonses if at all possible.

ARTICLE 7. EMPLOYER PREMISES

Authorized representatives of the Union shall have reasonable access to the Employer's establishment during working hours for the purpose of adjusting grievances, investigating working conditions and ascertaining that the Agreement is being followed. Such visits shall not delay the departure of trucks for deliveries, interfere with daily operations, or otherwise disrupt the Employer's operations.

ARTICLE 8. SHOP STEWARD

1. The Employer recognizes the right of the Union to designate a shop steward and alternate from the Employer's seniority list. The Steward shall be granted super-seniority for all purposes including layoff, rehire, bidding and job preference. The authority of the shop steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

A. The investigation and presentation of grievances with Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement;

B. The collection of dues when authorized by appropriate Union action;

C. The transmission of such messages and information, which shall originate with, and be authorized by the Union and its officers, provided such messages and information

1. Have been reduced to writing; or

2. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

2. A shop steward or alternate or any employee has no authority to take strike action, or any other action interrupting the employer's business, except as authorized by official action of the Union.

3. The Employer recognizes these limitations upon the authority of the shop steward and alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action slowdown or work stoppage in violation of this Agreement. The alternate shall take on the responsibility of the shop steward due to the absence or unavailability of the shop steward.

4. The shop steward shall be permitted reasonable time to investigate, present and process grievances on the Employer's property without loss of time or pay during his regular working hours, and where mutually agreed to by the Union and the Employer, off the property without loss of time or pay, without interruption of the employer's operations. Such time spent in handling grievances during the shop steward's regular working hours shall be counted in computing daily and/or weekly overtime.

ARTICLE 9. WAGE CALCULATION AND PAYMENT

1. A time clock will be provided, for faithful use, by employees to record their starting and quitting time and such other information as the Employer shall wish to record. Each employee shall punch his own time card. Any employee who punches another employee's time card or has another employee punch his time card shall be subject to discharge. The Employer shall have a right to utilize other methods of time recordation.

2. Payroll check shall have appended at a showing regular and overtime earnings and deductions for social security, city, state and federal income tax withholding, union dues, and any miscellaneous deductions.

3. Payroll records shall reflect normal and overtime hours worked, wages paid, vacations earned and given, and holidays worked or not worked.

4. Employees paid by check shall receive their checks on their usual payday.

5. All regular employees shall be paid in full each week. Not more than one week's pay shall be held on an employee.

6. When a regular payday occurs on a holiday, the Employer shall pay the employee on the regular workday immediately preceding the holiday.

7. The pay period shall start on Sunday and end on Saturday.

ARTICLE 10. FEDERAL AND STATE LAWS

1. The Employer shall protect employees with workmen's compensation insurance, social security, disability and unemployment insurance as required by federal and state laws.

2. Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Reemployment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of health coverage to the extent required by USERRA, and continuation of pension contributions for the employee's period of service as provided by USERRA. Employees shall be subject to all obligations contained in USERRA, which must be satisfied for the employees to be covered by the statute.

3. The Employer shall pay the health and pension contributions for employees on leave of absence for training in the military reserves or National Guard, but not to exceed fourteen (14) days per contract year, providing such absence affects said employee's coverage for health and/or pension benefits.

ARTICLE 11. PICKET LINE AND STRUCK GOODS

1. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon a property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line.

2. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to performed any service which his Employer undertakes to perform for any ally of another employer or person whose employees are c on strike, and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

ARTICLE 12. COMPANY RULES

The Employer may establish rules, provided that such rules are not in conflict with the terms and provisions of this Agreement. Any controversy between the Employer and the Union concerning the application of said rules in specific instances shall be considered as a grievance and handled in accordance with the arbitration provision of this Agreement.

ARTICLE 13. ARBITRATION AND GRIEVANCES

1. Should any grievance arise concerning the application or interpretation of any provisions of this Agreement, the representatives of the employer and the representatives of the Union shall attempt to adjust the grievance between themselves. If they are unable to reach settlement within five, (5) days [excluding Saturdays, Sundays, and Holidays] of the occurrence leading to the grievance, the grievance shall, within two (2) days at the request of either party, be submitted for arbitration in accordance with

the rules of the New York City Trucking Authority. The five-day requirement does not apply to grievances involving wages, seniority and fringe benefits after the Union has secured knowledge of the grievance.

2. The Employer shall not suspend or discharge any employee without just cause. Written notice of suspension or discharge shall be furnished to such employee, shop steward and Union and must set forth the specific reason(s) for such action, provided nothing herein will limit the Employer's ability to suspend without pay an employee pending investigation of possible infractions of company rules and/or this Agreement or determination of appropriate disciplinary action for any such infraction.

3. No warning letter or letter of suspension shall be considered valid unless issued by the Employer within seven (7) days from the date the employer knew of the specific grounds and circumstances upon which it is based, unless the Employer initiates within the seven (7) day period an investigation or review of the facts and circumstance of possible infractions of company rules and for this agreement or the determination of appropriate disciplinary action for any such infraction.

4. An employee shall be subject to immediate discharge, without prior warning, written or oral, for gross misconduct or other conduct constituting just cause for immediate termination, including, but not limited to, theft of money, goods or merchandise; falsification of company records or documents; being under the influence of alcohol or drugs during work hours; calling or participating in an unauthorized strike or walkout; fighting; attempted assault or assault on an employee, customer or employer representative; carrying a firearm while on duty or in company vehicles; intentional damage to company property; failure to report an accident; negligence resulting in a serious accident while on duty; reckless operation of a vehicle; carrying unauthorized passengers in a vehicle; and engaging in the unauthorized transportation of merchandise or goods using company vehicles. When an employee is discharged, the employer shall notify the Union in writing.

5. In instance where infractions do not constitute gross misconduct or just cause for immediate discharge the Company agrees to follow the principles of progressive discipline.

6. Notice of appeal from discharge or suspension must be made to the Employer in writing by the Union within five, (5) days from date of discharge or suspension. If the Employer and the Union are unable to agree as to a settlement of the case, then it maybe appealed to the grievance machinery set forth herein.

7. All monetary grievances that have been resolved either by decision or through settlement shall be paid within 21 calendar days of formal notification of the decision or date of settlement. If an employer fails to pay a monetary grievance in accordance with this section, the Employer shall pay as liquidated damages to each affected grievant (8) eight hours straight time pay for each day the employer delays payment, commencing the date the grievant(s) notified the employer of such non-payment.

8. No disciplinary notice may be introduced in any grievance or arbitration hearing which has not been issued within (6) six months from the date of the disciplinary notice except in the case of notices concerning accidents, within (9) nine months from the date of the disciplinary notice. The arbitrator shall not be empowered to add or to subtract from this Agreement or render any decisions in conflict with this

Agreement in any way. The arbitrator may, in cases involving disciplinary action including discharge, sustain any discharge or suspension or disciplinary action or modify such discharge, suspension or disciplinary action if it was taken contrary to the standards for discipline in this Agreement.

9. In the event of the failure of either party to be present at the time and place designated for the arbitration, the arbitrator shall have the right to listen to the party appearing at the time and place of arbitration and shall have the power to render a decision based on the testimony before him, The decision of the arbitrator shall be final and binding upon both parties hereto and may be entered as a final decree of judgment.

ARTICLE 14. ENFORCEMENT OF AGREEMENT

Both parties have the obligation to enforce all provisions of this Agreement.

ARTICLE 15. NONDISCRIMINATION

There shall be no discrimination against any employee by either the Employer or the union in regard to hiring, tenure of employment, promotion, transfer or other conditions of employment because of race, creed, color, sex, age, religion or national origin.

ARTICLE 16. MANAGEMENT RIGHTS

The Employer retains all rights not specifically abrogated by this Agreement, including the right to control and supervise all of its operations, to determine the business or businesses it will conduct, to determine the activities and functions it will conduct in pursuit of its businesses, and to direct all working forces (including the right to select hire, layoff, transfer, suspend or discharge employees for cause), to control and regulate the use of all equipment and other property of the Employer, to change location or facilities, to maintain discipline among employees, to introduce new or different methods or facilities, to consolidate and/or eliminate positions to cease or suspend business activities and to otherwise promote efficiency in the operation. The provisions of this Article, however, are not to be used by the Employer for the purpose of discriminating against the Union or any of its members.

ARTICLE 17. STRIKE AND LOCK-OUT

The Union agrees that there will be no strikes, work stoppages or slowdowns and the Employer agrees that there will be no lock -outs.

ARTICLE 18. BEREAVEMENT LEAVE

In the case of death in the immediate family of an employee who has been on the seniority list for at least six (6) months (i.e., spouse, parents, sister, brother, children, grandchildren, mother-in-law or father-in-law), the Employer shall grant the employee up to four (4) days off, with pay, for express purposes of attending services for the deceased. Two (2) days shall be guaranteed regardless of day of death or day of

funeral, provided the employee loses two (2) days of world opportunity. Death certificates or other satisfactory proof of death must be submitted to the Employer.

Article 19. HEALTH, PENSION AND ANNUITY FUND

1. The Employer shall participate in the Local 807 Labor-Management Health, Pension, and Profit Sharing Fund (“Funds”). To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein.

* Profit Sharing Fund- \$.50 per hour for all hours paid for the life of the contract.

A. Health Fund Increases:

| | |
|-------------------------|------------------------------|
| Effective April 1, 2019 | Health Fund shall be \$ 9.19 |
| Effective April 1, 2020 | Health Fund shall be \$ 9.44 |
| Effective April 1, 2021 | Health Fund shall be \$ 9.69 |

B. Pension Fund Increases: As per the **Pension Rehabilitation Plan.**

| | |
|-------------------------|---------------------------------|
| Effective April 1, 2019 | Pension Fund shall be \$ 11.205 |
| Effective April 1, 2020 | Pension Fund shall be \$ 11.595 |
| Effective April 1, 2021 | Pension Fund shall be \$ 11.985 |

The Employer adopts the terms and conditions of the Pension Fund’s Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

2. All contributions to the Health and Pension Funds shall be made on all hours paid, with a maximum of eight- (8) hours per day. The contributions made pursuant to the combined contribution rates shall be distributed between the Health and Pension Funds in accordance with the direction of the Trustees of such Funds.

Contributions shall not exceed 40 hours per week 3. In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds. In the event of disputes or questions of interpretation concerning the requirements to make contributions or portions thereof, the Employer shall not be deemed delinquent while the matter is being considered pursuant to the grievance and arbitration procedure. If a delinquency in the payment is found to exist, the Employer shall pay the amount due, including interest, retroactive to the date of the delinquency.

4. The Employer hereby agrees to permit an authorized representative of the Funds to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the

Employer to the Funds. If the Employer fails to make the contributions provided for herein within the time required by the Funds trusts agreement and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefits coverage for such bargaining unit employee on whose account the Employer has failed to contribute.

5. The Employer must use the remittance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms.

6. The Trustees of the Funds shall be those persons now active as Trustees, or their duly designated successors.

7. Remittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustees, but in no event more frequently than monthly.

8. The Trustees shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assets. The Trustees shall also set forth the rules and procedures governing the administration of the Funds. If the Trustees fail to agree on said rules and/or procedures, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health, Pension, and Profit Sharing Funds shall be binding upon the parties hereto.

9. The Trustees of the Funds may assess liquidated damages for any and all delinquent payments in amounts, which they, in their discretion, deem justified to offset the added cost of collection.

ARTICLE 20. VACATIONS

1. All Employees covered by this Agreement shall be allowed vacation, which is to be determined in accordance with the following schedule:

one year - 2 weeks
three years - 3 weeks
fifteen years - 4 weeks
twenty years - 5 weeks
thirty years- 6 weeks

2. The pay for the vacations shall be paid in advance of the vacation and shall be based on straight time rates.

Mandatory and other authorized deductions such as federal withholding tax, social security, etc., will be made from all vacation allowances. The vacation year shall be from April 1 through March 31 of each contract year. All employees hired after September 30 of the contract year will receive 1 day vacation for each 30 days worked for the following contract year not to exceed five days.

3. The allowed vacation shall be given an employee provided that the employee worked for the Employer for at least six (6) months during the prior contract year. In determining vacations, all hours paid for,

including those allowed for vacation, shall be included. In addition, work hours lost through compensation claims are to be considered hours worked provided the employee has worked at least thirty, (30) days in that contract year.

4. In any case, where any of the holidays covered in this Agreement occur during the vacation period of any employee, said employee shall have the choice of an extra eight (8) hours vacation with pay or an additional eight (8) hours pay for such holiday.

5. The Company shall determine the vacation schedule each year and shall give preference to the senior employees. Employees who are discharged by the Company for cause and those who terminate their employment shall be paid their accrued allowance.

6. The vacation period will be from April 1 to March 31. The Company will post a vacation schedule by March 1 and all vacation picks must be posted no later than March 31. All employees who fail to pick their vacation weeks by March 31 will forfeit their right to pick by seniority.

7. All employees may elect to take up to (2) two weeks' vacation in single day increments.

8. An additional hour's pay shall be given to each employee for each credited day of vacation earned, up to a maximum.

One year- five hours

Two years- ten hours

Ten years- fifteen hours

Fifteen years- twenty hours

Twenty years- twenty-five hours

Thirty years- thirty hours

ARTICLE 21. SICK DAYS

During the term of this agreement, all seniority employees employed on the beginning of the contract year will receive (5) sick days per contract year. All unused sick days will be paid for by the end of the contract year.

ARTICLE 22. HOLIDAYS

The following are designated as paid holidays.

| | |
|-------------------|--------------------|
| New Years Day | |
| President's Day's | Thanksgiving Day |
| Good Friday Day | After Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | New Year's Eve. |

Employees shall receive eight (8) hours straight time pay for each holiday regularly scheduled to work but not worked provided the employee works the scheduled work day before and the scheduled work day following the holiday. Holidays falling on Sunday shall be celebrated on the following Monday. All seniority employee's who make themselves available for work but who do not work through no fault of their own, shall receive the holiday pay. Any employee required to work on a holiday shall receive eight (8) hours' pay at one and one half the hourly rate in addition to eight hours' holiday pay. All Holiday overtime hours shall be three (3) times the hourly rate.

Each employee shall be granted an additional three- (3) Personal days with pay at the employee's straight time rate. Such days shall be selected by the employee upon one (1) week notice to the Employer and granted by the Employer when, in its opinion, the absence of the employee shall not interfere with the normal operations of business. Consent of the Employer will not be withheld if less than 3% of the workforce is scheduled off.

ARTICLE 23. HOURS

1. (a) Eight (8) consecutive hours, exclusive of a meal period, as specified in Article 29, shall constitute a regular day's work. Monday to Friday. Employees assigned to work on any day, Monday to Friday, shall be guaranteed a minimum of eight (8) hours of work or pay.

(b) All hours worked in excess of eight (8) hours per day, Monday to Friday shall be paid for at the rate of time and one-half. Saturday work shall be one and one-half times the hourly rate with a minimum of 5 hours and 20 minutes. Sunday shall be paid at two (2) times the hourly rate for a minimum of eight (8) hours. All overtime on Sundays shall be at the rate of (3) times the hourly rate.

(c) In the event of a four (4) day workweek, overtime will be paid for hours worked in excess of ten per day. Holidays falling within the employee's regularly scheduled four- (4) day workweek shall be paid at the rate of 10 hours straight time pay.

(d) There shall be no pyramiding of overtime.

2. The starting time for day work may be assigned from 6, 7, 8, 9am and 12:00pm. The starting time shall be computed from the assigned time entered on the employee's time sheet of the employees' arrival at the employer's facility.

3. Any shift beginning after 12:00 p.m. shall qualify for a night differential of \$1.00 per day.

4. If any employee is required to report for work before 6:00 am. he shall be paid for such period at the overtime rate.

5. The coffee breaks will conform with the Employer's rules and regulations. It is also understood that employees must not abuse this privilege.

6. All bid jobs shall be guaranteed and may not be abolished or reduced unless seven, (7) calendar days notice is posted to such effect prior to the effective date of such abolishment or reduction. All bids shall be for a period of six, (6) months. The Union and Company may however, decide on a longer or shorter bid.

ARTICLE 24. LOSS OR DAMAGE

Employees are required to use utmost care at all times to prevent loss or damage of freight, equipment and monies collected. All disputes are subject to grievance procedure and arbitration.

ARTICLE 25. EQUIPMENT

1. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement if employees refuse to operate such equipment, unless such refusal is unjustified. In order to qualify for protection under this provision, the Employee must have sought from the Employer, and have been unable to obtain, correction of the unsafe condition.

2. Under no circumstances will any employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to persons or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of persons or equipment. The term "dangerous condition of work" does not relate to the type of cargo, which is hauled or handled.

3. Employees shall inspect the vehicle they will be driving at the beginning of the shift and shall immediately report all defects of equipment. If a defect becomes apparent during the shift; the employee shall immediately, or no later than the end of his shift, reports such defect to the Employer. Such reports are to be made on a suitable form furnished by the Employer, and shall be made in multiple copies one copy to be retained by the employee Such reports shall be made out on Company time.

ARTICLE 26. INSPECTION OF PAYROLL RECORDS

An authorized representative of the Union shall have the right to inspect the Employer's pay records, time cards, Health and Pension Funds records and/or other records of the employees.

ARTICLE 27. EXAMINATION AND EDENTIFICATION FEES

Physical, mental, or other examinations, required by any government body, shall be promptly complied with by all employees, provided, however the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination, when the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of two (2). Examinations are to be taken when required by any government body unless the employee has suffered serious injury or illness.

Employee will not be permitted to take examinations during their working hours unless instructed to do so by the Employer.

1. The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done to an employee, have said employee reexamined at his own expense.

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

ARTICLE 28. MEAL PERIOD

Sixty, (60) minutes shall constitute the full meal period for all employees. A lesser time may be permitted if agreed upon by Union and Employer.

ARTICLE 29. TRAVEL TIME AND EXPENSES

Any employee working under this Agreement who is required to spend the night away from home shall be paid for all hours he works and shall, in addition, be compensated for all authorized expenses while away from home.

ARTICLE 30. COURT APPEARANCES

Any employee required to appear in Court at the request of the Employer as a result of some action taken on behalf of the Employer, or is required to appear in Court for the purpose of testifying because of an accident he may have been involved in during working hours, such employee shall be reimbursed in full for all time lost unless the employee is proven to have been under the influence of intoxicating liquor or narcotics. The employee shall be available for work if the proceedings do not extend a full day.

ARTICLE 31. PASSENGERS

No driver shall allow anyone, other than employees of the Employer who are on duty and duly authorized by a member of management, to ride on his truck except by written authorization of the Employer, except in cases of emergency arising out of disabled commercial equipment or an Act of God. This shall not prohibit drivers from picking up other drivers, helper or other in wrecked or broken down motor equipment and transporting them to the first available point of communication, repair, lodging or available medical attention. Nor shall this prohibit the transportation of other drivers from the drivers own company at a delivery point or terminal to a restaurant for meals.

ARTICLE 32. WORKER'S COMPENSATION CLAIMS

1. The Employer agrees to cooperate toward the prompt disposition of employee on-the-job injury claims.

2. An employee who is injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. An Employee who has returned to his regular duties after sustaining a compensable injury who is required by the worker's compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time. Provided treatment cannot be scheduled outside the regularly working hours.

ARTICLE 33. UNION BULLETIN BOARD

The Employer agrees to provide suitable space for the Union bulletin board in its place of work. Postings by the Union on such boards are to be confined to official business of the Union.

ARTICLE 34. SEPARATION OF EMPLOYMENT

Upon discharge or upon quitting, the Employer shall pay all money due the employee on the payday in the week following such discharge or quitting.

ARTICLE 35. JURY DUTY

Employees who are required to be absent from employment to serve on a jury shall be paid regular straight time wages of eight (8) hours for each day of service less any pay received as juror for a maximum of 10 days' pay for each contract year. Such absences shall be supported by a statement signed by the clerk of the court certifying as to each day of jury duty. To be eligible for payment the employee must notify his supervisor in Writing of the call to jury service a minimum of one (1) week in advance of the day of first absence. This advance notice does not include Saturday or Sunday.

ARTICLE 36. WAGES

Wages of employees during the term of this Agreement shall be increased in accordance with the following schedule: (per hour)

| | | |
|---------------|---------------|---------------|
| <u>4/1/19</u> | <u>4/1/20</u> | <u>4/1/21</u> |
| \$25.25 | \$26.00 | \$26.75 |

ARTICLE 37. SEPARABILITY AND SAVINGS CLAUSE

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

2. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint There shall be no limitation of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 38. NEW HIRES

1. Wage rates:

A. All newly hired employees hired shall receive the following hourly rates of pay: (I) effective first (1 st) day of employment - 75% of the current rate; (ii) effective first (1 st) day of employment plus one year - 80% of the current rate; (iii) effective first (1 st) day of employment plus eighteen (18) months - 90% of the current rate; d) effective first (1st) day of employment plus two (2) years - 100%of the current rate.

B. The term “current rate” refers to wages in article 36

ARTICLE 39. SUCCESSORS. ETC.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the operation or any part thereof is sold, eased, transferred, merged or consolidated, or taken over by sale, transfer, lease, assignment, foreclosure, receivership, bankruptcy proceedings or otherwise, such operation shall continue to be subject to and covered by the terms conditions and provisions of this Agreement. It is understood by this Section that the parties hereto shall not use leasing device, assignment, sale, transfer or otherwise to a third party to evade this Agreement. The employer shall give notice of the existence of this Agreement, to any purchaser, transferee, lessee, assignee, mortgagee, etc., of the operations covered by this Agreement. Such notice shall be in writing with a copy to the Union at the time the employer executes or makes a contract of transaction as herein described. In the even the Employer fails to give the notice herein required and/or fails to require the purchaser, assignee, transferee or lessee to assume the obligations of this Agreement, the employer shall be liable to the Union and the employees covered (in addition to any and all other remedies and/or relief available to the Union and said employees for all damages sustained as a result of such failure to require assumption of this Agreement.

ARTICLE 40. UNIFORMS AND CELL PHONE ALLOWANCE

1. The Employer agrees that if any employee is required to wear any kind of uniform, such uniform shall be furnished by the Employer, free of charge, at the standard required by the Employer. Uniform replacements shall be done on a reasonable basis.

2. Effective August 1, 2013, the Employer shall pay a monthly payment in the amount of Twenty-Five (\$25.00) dollars to each employee for reimbursement of their personal phone expenses.

ARTICLE 41. MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions negotiated and agreed to herein shall be maintained for the duration of this Agreement. The Employer may provide to Employees or to individual Employees compensation or compensation opportunities beyond that required by this Agreement, without prejudice to its rights and obligations under this Agreement

ARTICLE 42. RELOCATION OF FACILITY

In the event the Employer relocates the facility covered by this agreement a new location that is within

100 miles of the existing location, the employer agrees as follows:

1. It will post a notice of the relocation no later than four (4) weeks in advance of the relocation.
2. Present employees will be offered available positions at the new facility in their existing classification in order of seniority and must express their acceptance of the Employer's offer within two (2) weeks offer or it shall be deemed declined.

ARTICLE 43. EMPLOYEE'S BAIL

Employees will be bailed out of jail if accused of any offense in connection with the faithful discharge of their duties, and any employee forced to spend time in jail or in courts shall be compensated at his regular rate of pay. In addition, he/she shall be entitled to reimbursement for his/her meals, transportation, court costs, etc. provided however, that faithful discharge of duties shall in no case include compliance with any order involving commission of a felony. In case an employee shall be subpoenaed as a company witness he/she shall be reimbursed for all time lost and expenses incurred.

ARTICLE 44. SUBCONTRACTING

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to the employee will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person or non-unit employees, provided, however, that the Employer may subcontract work at the same terms and conditions as this contract, when all of his regular employee's are working and no one is on lay-off status.

ARTICLE 45. EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into an agreement or contract with it's employees, individually or collectively, which in any conflicts with the terms and provisions of this agreement. Any such agreement shall be null and void.

ARTICLE 46. LOSS OR DAMAGE

Employees shall not be held responsible or required to assume liability for loss, damage or theft. Cell phones shall come equipped with secure holders and employees shall not be required to take the phones home.

ARTICLE 47. UNION ACTIVITIES

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

A union member elected or appointed to serve as a Union Official shall be granted a leave of absence during the period of such employment, without discrimination or loss of seniority rights, and without pay.

ARTICLE 48. DRUG TESTING

All employees who are qualified to operate the employer's equipment outside the employer's facility are subject to random drug testing. This drug testing will be done in compliance with the Federal Motor Carrier Safety Act. All employees who test positive will be given a one time second chance agreement to complete a substance abuse program suitable to the Union and the Company. Upon completion of this program and with the recommendation of the Substance Abuse Provider, the employee will be returned to work. The Company reserves the right, to random drug tests the employee, up to six (6) times during the next 12 months period.

ARTICLE 49. EXPIRATION OF CONTRACT

1. This Agreement shall be in full force and effect from April 1, 2019 through March 31, 2022 and shall continue from year to year thereafter unless written notice to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

2. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to March 31, advising that such party desires to revise or change terms or conditions of such Agreement.

3. In the event of an inadvertent failure by either party to give notice set forth in 1 and/or 2 of this Article, such party may give such notice at any time prior to this termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this paragraph, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

FOR THE UNION

Lu Herrera

Date: 5.22.19

FOR THE EMPLOYER

Andrew Valentin

Date: May 29, 2019