

# COLLECTIVE BARGAINING AGREEMENT

By and Between  
PROFESSIONAL TRANSPORTATION  
INCORPORATED

and



UNITED PROFESSIONAL & SERVICE  
EMPLOYEES UNION LOCAL 1222

APRIL 1, 2015 TO AND INCLUDING MARCH 31, 2018  
(Final Release Version)

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## **PREAMBLE**

This Agreement has been negotiated through the process of collective bargaining and entered into by and between the parties in a mutual effort to stabilize employment conditions and to promote sound labor and management relations.

The Union recognizes that the Employer must keep abreast of business developments, and must operate efficiently and economically if they are to be able to meet rising costs of operations, including rates of pay and working conditions to members of the Union. Accordingly, the Union agrees that it will cooperate with the Employer to the end that his business may be operated efficiently and further agrees that it will not interfere in any way with the Employer's right to operate and manage its or his business provided that nothing herein will permit the Employer to violate any of the terms and conditions of this Agreement.

## **ARTICLE 1 - PARTIES TO THE AGREEMENT AND ITS SCOPE**

The Employer recognizes the Union as the exclusive Collective Bargaining Agent for all drivers (including but not limited to road drivers, yard drivers, Multi-Purpose Vehicle (MPV's), Non-Emergency Medical Transporters, and Lead Drivers) and Branch Administrators in their capacity in performing their driving responsibilities at all of its locations throughout the United States except Shelby, Kentucky; Martin, Kentucky; Russell, Kentucky; Baltimore, Maryland; Cumberland, Maryland; Jacksonville, Florida and Bennings, District of Columbia. Excluding all office, clerical, professional employees, guards, dispatchers, branch managers and assistant branch managers. The parties agree to discuss any changes to the included and excluded positions and locations above as business necessitates. Excluded positions are non-driving positions.

Upon written request by the Union, the Company will recognize the Union without an NLRB election if the Union secures a simple majority of authorization cards of the Employees in the currently unrepresented location (card check recognition). Such location will become part of this agreement.

Should the Company acquire new business or territory, it is understood that those drivers will automatically fall under the scope and coverage of this agreement. (Treated as an accretion.)

### **Section 1. Employer**

The Employer is Professional Transportation, Inc. The Employees covered by this Agreement shall constitute one (1) bargaining unit for the purpose of collective bargaining.

## Section 2. Union

The Union is United Professional & Service Employees Union Local 1222, Transportation Division.

## SECTION 3. TRANSFER OF COMPANY TITLE OR INTEREST

This Agreement shall be binding upon the parties and their successors pursuant to existing federal labor laws. In the event the Employer's business or operation or any part of either are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, etc., of the operation covered by this Agreement. Such notice shall be in writing with a copy to the Union at the time the seller, transferee, etc., executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including the financial details.

## ARTICLE 2 - RECOGNITION, UNION SHOP AND CHECK-OFF

### Section 1. Recognition

- A. The Employer recognizes and acknowledges that the Union is the exclusive representative of all Employees in the classifications of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act. This provision shall apply to all present and subsequently acquired operations of the Employer.
- B. All members of the Bargaining Unit shall retain the right to become members of the Union. Each member of the Bargaining Unit shall, as a condition of employment, become and remain a member of the Union on and after the 30<sup>th</sup> day following the beginning of their employment or the effective date of this Agreement, whichever is the later. This provision shall be enforced to the extent permitted by law. The Employer, upon hiring, will provide employees with a Union membership/dues authorization form (and information on how they can also complete this card online). Any Employee who has failed to acquire, or thereafter maintain, membership in the Union as herein provided, shall be terminated seventy-two (72) hours after his Employer has received written notice from an authorized representative of the Union, certifying that membership has been, and is continuing to be, offered to such Employee on the same basis as all other members and, further, that the Employee has had notice and opportunity to make all dues payments. However, no provision of this Section shall apply in any state to the extent that it may be prohibited by state law.

- C. Each Union Steward and Branch Manager will be provided with a copy of the collective bargaining agreement at Company cost. All bargaining unit employees will be provided with information about how they can access the collective bargaining agreement on the employer's website.

## Section 2. Check-Off

The Employer agrees to deduct from the pay of all Employees covered by this Agreement the dues and/or initiation fees of the Union in the first payroll period after the 31<sup>st</sup> day following the beginning of their employment and agrees to remit to United Professional & Service Employees Union, Local 1222, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779 all such deductions (within ten (10) days of the employees bi-weekly payday) for which the deduction is made, effective upon receipt of individually signed voluntary check-off authorization cards. The Union shall notify the Employer of any dues/initiation fee changes. Each remission shall be accompanied by notice to the Union of the amount transmitted for each and every Member of the Bargaining Unit (including when such amount is zero), and the amount earned by such Member of the Bargaining Unit. The Union shall further be notified of the reason for non-transmission, as soon as practicable but no later than 10 days after the bi-weekly payroll deduction. The Company will no less than on a monthly basis transmit to the Union a list of Union-eligible employees, their employee number, employment location, in a Union security state or not, address, phone, service date, employment status (active, on-leave, etc.) and if they have or have not executed a Union authorization/dues deduction form.

- A. The employer will distribute to all current employees and new employees at the time of employment a jointly agreed to statement by the parties that indicates their mutual goals of maintaining a place of employment that respects and honors the Union's lawful place in the workplace and the Union's interest in a financially successful enterprise.
- B. At the time of employment, the Employer shall suggest that each newly-hired Member of the Bargaining Unit voluntarily execute a check-off authorization form. A copy of the form shall be forwarded at the time of signing to the United Professional & Service Employees Union, Local 1222, 3555 Veterans Highway, Suite H, Ronkonkoma, NY 11779.
- C. The employer and its agents shall at all times acknowledge employees' rights to belong to the Union and be neutral regarding Union membership.
- D. The International Union shall notify the Employer in writing of any Member of the Bargaining Unit who or agent of management that is in violation of any of the provisions in this section. In addition, the Employer shall inform, in writing, any Member of the Bargaining Unit when he/she is not in compliance with their duty to pay his/her required dues amount, and the possible consequences of this non-compliance, including possible discharge.



# ARTICLE 3· ECONOMICS

## Section 1. Rates

A. Effective April 1, 2015, the following minimum wage rates shall prevail:

	<b>Years</b>	<b>Increase</b>	<b>Hourly</b>	<b>Mileage</b>	<b>Wait time</b>	<b>Minimum</b>
<b>Level 1</b>	0 – 60 days	1.25%	7.34	.160	7.34	14.68
<b>Level 2</b>	61 days – 1 Year	L1 x 1.25%	7.43	.168	7.43	14.86
<b>Level 3</b>	1 Year – 3 Years	2%	8.21	.175	8.01	16.02
<b>Level 4</b>	3 Years – 5 Years	2.50%	8.41	.185	8.05	16.10
<b>Level 5</b>	5 Years – 9 Years	2.50%	8.50	.200	8.07	16.14
<b>Level 6</b>	9 Years – 12 Years	L5 x 1.015%	8.62	.203	8.19	16.38
<b>Level 7</b>	12 Years and above	L6 x 1.015%	8.75	.206	8.31	16.62

	<b>Years</b>	<b>2016 Increase</b>	<b>2017 Increase</b>
<b>Level 1</b>	0 – 60 days		
<b>Level 2</b>	61 days – 1 Year	0.50%	0.50%
<b>Level 3</b>	1 Year – 3 Years	2%	2.50%
<b>Level 4</b>	3 Years – 5 Years	3%	3%
<b>Level 5</b>	5 Years – 9 Years	3%	3.35%
<b>Level 6</b>	9 Years – 12 Years	L5 x 1.015%	L5 x 1.015%
<b>Level 7</b>	12 Years and above	L6 x 1.015%	L6 x 1.015%

Legacy Level 6 rates will be integrated into the wage scale per mutual agreement

- a. The above rates are minimum rates across all PTI Branch locations. Rates are Branch specific and depend on a number of factors including, state law, area, trip configuration, PTI's ability to recruit. Rates may be more or less in each category than another Branch, subject to minimum rates.

B. No employee shall suffer a reduction in wages because of the rates listed above. If, during the term of this Agreement, employees of the Employer covered under another labor organization, receive any terms and conditions of employment, excluding any prior contractual agreement, which exceed those terms and conditions contained in this Agreement, then the employees covered under this collective bargaining agreement shall receive the higher terms and conditions of employment. The Company will provide each location a Wage Table that reflects the contractual increases contained in this agreement prior to April 1 of each contract year.

### C. Guaranteed Scale above Minimum Wage

- a. Level 1 rates will be a minimum of 1.25% above any state/federal minimum wage
- b. Any Level 1 rate already above this amount will not be adjusted.
- c. Level 2 rates will be a minimum of 1.25% above Level 1 rates at all locations.
- d. 1<sup>st</sup> year Level 1 mileage will start at \$0.16 and maintain the same cents/mile differences between Level 1 and 2 that existed as a result of the 2012 Agreement. The Level 3 minimum mileage rate will be further be increased to .175/mile in Year 1.
- e. These rates will apply to all forms of rate payments.

### D. Consumer Price Index:

In the event the C.P.I. exceeds six percent (6.0%) for the twelve (12) month period ending February 28, 2016, above 2016 percentage increase for Level 3,4, and 5 will be adjusted by one percent (1%) to three percent (3%). Separately, in the event the C.P.I. exceeds six percent (6%) for the twelve (12) month period ending February 28, 2017, above 2017 percentage increases for Level 3, 4, and 5 will be adjusted by one percent (1%) to three and one-half percent (3.5%).

Additional earning incentives see Appendix "A".

## Section 2. Probationary Employees

New employees, from their last date of hire, shall be on probation for the first sixty (60) calendar days of their employment, uninterrupted by any type of service break, during which time they will be termed "probationary" employee. Probationary employee service with the Employer may be terminated at any time by the Employer in its sole discretion, without recourse to the Grievance and Arbitration Procedure. During the probationary period, an employee shall not be eligible for benefits, unless expressly provided otherwise. Upon completion of the probationary period, the new employees seniority date shall be his/her most recent date of employment, subject to the bridging of service provisions of Article 9.

- A. Clean Start: Upon the completion of an employee's probationary period any disciplinary items will be removed from their record.
- B. Second Last Chance Probationary Period: If an employee requests a second probationary period when facing termination for policy violations during the first year of employment, they will be granted a sixty (60) day last chance probationary period. Employees will carry their full disciplinary record with them during this period. If they successfully complete the second last chance probationary period they will be continued in employment and any disciplinary items will be removed from their record.

### Section 3. Enhanced Hiring:

The Company may choose to pay a new hire(s) with prior crew transportation experience, at a rate above Level 1. In the event the Company chooses to hire any employee at a branch location at a rate higher than Level 1, for any other reason, existing employees(s) at that branch, with a pay level rate less than the new hire(s) pay level rate will be adjusted to match the new hire(s) rate.

Employees hired in this manner are at a pay level for rate purposes only and must meet the express requirements of any other provision of this agreement to enjoy that provision's benefits.

### Section 4. Paystub Information

The Company is committed to providing more pay information on employee's payroll receipts.

### Section 5. Overtime

The overtime provisions of this Section apply only to hourly employees of the Employer. Time and one-half rate shall be paid after forty (40) hours in any one (1) week but overtime shall not be paid twice for the same hours worked.

### Section 6. Bereavement Leave:

- A. All employees shall receive up to three (3) days off, without pay, to attend or make preparations for the funeral of their Father, Mother, Brother, Sister, Child, Wife, Husband or Grandparent/Grandchild. Employees will be granted an additional day off without pay with at least a twenty-four (24) hour advance notice to the Employer. If the employee is eligible for paid vacation the employer agrees to allow the employee to use their paid vacation time as paid funeral leave.
- B. Employees with seniority (employment with PTI) of more than one (1) year will receive up to three (3) paid days off to attend or make preparations for the funeral of their Father, Mother, Brother, Sister, Child, or Spouse. Employees will be granted an additional two (2) days off without pay with at least twenty-four (24) hours advance notice to their Supervisor. Employees that do not qualify for paid bereavement will be granted up to three (3) days off without pay.
- C. The Employer reserves the right to request proof of death and attendance at the funeral.
- D. Employees on bereavement leave will be returned to exactly the same position and pay/benefit levels that they enjoyed prior to the leave, unless the basis for the position/pay/benefit level has changed. In that case the provisions of this agreement will be applied to the position/pay/benefit level upon return.

## Section 7. Pay Period

- A. All Employees covered by this Agreement shall be paid in full a minimum of once every two weeks.
- B. Employees hired after April 1, 2012, will receive their pay by Direct Deposit, Pay Card or other EFT payment. These employees shall have their itemized statements (pay stubs) on-line.
- C. Employees hired prior to April 1, 2012, shall have the option to be paid by Direct Deposit, Pay Card or other EFT payment. These employees shall have the option to receive itemized statement (pay stubs) on-line instead of the current written form.
- D. The Employer will abide by all Federal Law(s) regarding Employee pay, as they apply to laid off or discharged employees.
- E. The Company will develop within the first year of the Agreement, an online payroll error reporting system and response system that is available to all employees. This system will go directly to the Company payroll department and the answer will be directly communicated back to the employee via the system. This system will allow an employee to have a printed copy of their payroll error submissions, a unique submission identifier and the date it was transmitted. Where an employee does not have online access or does not have the computer skills necessary to access this system, the Branch Manager will assist them in using the system.
- F. In the event an employee's pay is incorrect due to an error on the part of the Company it is agreed the Company will resolve the issue based on the following guidelines and parameters. If a payroll inquiry is received by the Company for an error greater than fifty dollars (\$50.00), the Company will ensure the shortage is corrected within five (5) normal business days and will be sent to the employee via "overnight" delivery at the Company's expense. In the case of corporate errors less than fifty dollars (\$50.00) they will be shipped via US Mail.
- G. In cases where a driver's pay is incorrect due to an error on the part of the driver, payroll inquiries will be processed as soon as possible, not longer than the next regular pay period after the payroll inquiry is received. Correction checks will be shipped via US Mail.

## Section 8. Jury Duty

- A. When any Level 3, 4, 5, 6 and 7 Employee covered by this Agreement, is summoned for jury service, he shall be excused from work for the days on which he reports for jury duty (maximum ten (10) days/each rolling three (3) years). He shall receive for each day on which he so reports and on which he otherwise would have worked, the difference between his normal straight time pay for that day and the payment he receives for

jury service. However, no payment shall be made under the provisions of this Article to any Employee summoned for jury service unless he has informed the Employer before this first day on which he is required to serve on the jury of his jury summons.

- B. Before payment shall be made the employee shall present to the Employer proof of his summons for service, and of the time served and the amount of pay received therefor. When an employee is released for a day or part of a day during any period of jury service, he shall report for work.

### Section 9. Cell Phone

The Company will promote the current 22% discount with AT&T as well as other discounts available to PTI drivers.

## **ARTICLE 4 - WORK SCHEDULES**

### Section 1. Work Week

The work week for payroll purposes will be one hundred sixty-eight (168) consecutive hours, commencing Wednesday at midnight through Tuesday at 2400 hours.

### Section 2. Schedules

Work Schedules are dictated by the Employers customer(s) and could vary from location to location and the Employer may need to modify the normal work schedule listed below. However the Employer will make a reasonable effort to adhere to the schedule listed below.

Work Schedule. The normal shift hours for yard drivers will be:

1st Shift	7:00 a.m. to 3:00 p.m.
2nd Shift	3:00 p.m. to 11:00 p.m.
3rd Shift	11:00 p.m. to 7:00 a.m.

### Section 3. Overtime Schedule

Should overtime (for hourly employees) be necessitated by the Employer, it will make a reasonable effort to offer said overtime to the senior qualified employee in that classification on a rotating basis (i.e. most senior gets first opportunity) . It is agreed and understood that overtime will not be offered if there are employees available who have worked less than forty (40) hours in a given week. The Employer will make a reasonable effort to offer excess work available to employees with less than forty (40) hours first before it is offered to other employees. Within sixty (60) days after the effective date of this Agreement the Local Steward and local Management will meet and agree on a fair method of assigning overtime. Upon agreement with the Employer and the Union, such shall become part of this Agreement.

## Section 4. Road Work Assignment

- A. Road work assignments shall be assigned on a "first-in, first-out" rotation basis.
- B. Program to maximize OTR hours  
PTI is currently in the process of implementing a software application designed to maximize OTR drivers earning's. In brief, the application will track individual drivers hours during a given pay week to evaluate each trip request as received from customers to compare historic average duration of said trip against available driver pay week hours to cover the trip. Drivers will not be removed from the board and first-in, first-out consideration will still apply but only to the point of a driver having available pay week hours to cover the subject trips. This process will occur in an automated manner and available driver selection will be based on the program. Additionally, planned technology development will automatically place calls to OTR drivers for trip assignment based on above described selection criteria without dispatcher intervention. PTI will develop a method for drivers to monitor their "available hours".
- C. Additionally, planned technology development will automatically place calls to OTR drivers for trip assignment based on above described selection criteria without dispatcher intervention.
- D. In non-hours of service situations, where overtime will be incurred, the Company will follow the process in Section A.
- E. Upon request of a Steward, the Company will provide a report of the last 24 hour location trip activity. The parties will review the trip assignment process one year after the effective date of this agreement.

## ARTICLE 5 – GUARANTEES

### Section 1. Daily

- A. Employees called in for "in-yard" shuttle work, other than on regularly scheduled shift, will receive a minimum of two (2) hours pay at his/her normal base rate, or the applicable rate of pay for hours worked, whichever is greater.
- B. Employees reporting for "in-yard" shuttle work on his/her scheduled work shift and are sent home, without notice, due to lack of work, will receive two (2) hours pay at his/her regular base rate or pay for actual time worked, whichever is greater.
- C. Over-the-road drivers will also receive a minimum of two (2) hours pay at their normal base rate for runs less than two (2) hours or mileage pay and wait time, whichever is the greater.

- D. For the balance of the two (2) hours not spent driving, all drivers may be assigned jobs determined by the Employer such as fueling, washing vans, general cleaning of vans, changing light bulbs and headlights, etc.

## Section 2. Injured on Job

Employee who was injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at his/her applicable rate for the balance of his/her regular shift/run on that day.

# ARTICLE 6 – HOLIDAYS

## Section 1. Holidays

- A. Hourly employees who meet stated requirements will be eligible for holiday rate compensation pay for work performed on the following holidays: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day.
- B. Employee eligibility requirements are as follows: An employee must have completed their 60-day probationary period.

## Section 2. Holiday Compensation Rates:

- A. Over-The-Road Drivers:
  - a. Eligible OTR drivers that work within the 24-hour holiday period (12:00 Midnight through 12:00 Midnight) will be compensated at one and one-half their standard rate for mileage and wait time.
- B. Hourly Employees:
  - a. Eligible shuttle drivers that work within the 24-hour holiday period will be compensated at one and one-half their standard rate.
- C. Effective 2009, Christmas Day will be a paid holiday for all employees at Levels 4, 5, 6 and 7. Employees eligible for this benefit that work on Christmas day will be paid two (2) times their normal rate plus the Holiday pay.
- D. Effective April 1, 2012, Level 5, 6, and 7 employees shall receive four (4) hours pay for Christmas Eve.

## **ARTICLE 7 - PERSONAL DAYS OFF**

### **Section 1. Days Off Without Pay**

Each employee shall be allowed, with advance notice of five (5) days, to schedule up to three (3) days off, without pay, during each year. Such days shall be normally scheduled work days and will not be counted as days absent by the Employer.

### **Section 2. Personal Days**

Employees with seniority (employment with PTI or as a result of the bridging language in Article 9, Section ) of more than one (1) year will receive one (1) paid Personal Day. Employees in Levels 4 shall receive two (2) paid personal days. Employees in Levels 5 and above shall receive three (3) paid personal days.

### **Section 3. Personal Day Pay Calculation:**

OTR drivers will receive 8 hours at current Wait Time rate  
DYV drivers will receive 8 hours at the hourly pay rate  
Employees working 12 hour DYV shifts as scheduled duty will be paid 12 hours at the hourly pay rate.

## **ARTICLE 8 – VACATIONS**

### **Section 1. Eligibility, etc.**

- A. Employees must have at least one (1) full year of continuous employment with the Employer.
- B. Employees will become eligible for paid vacation on the anniversary date in the year in which one (1) full year (12) months of continuous employment is complete.
- C. Length of vacation is based on the number of years of continuous employment the employee has achieved:

<b>YEARS OF CONTINUOUS EMPLOYMENT</b>	<b>WEEKS VACATION</b>
1 – 3 Years	1 Weeks
4 – 6 Years	2 Weeks
7 – 9 Years	3 Weeks
10 Years	4 Weeks
15 or more Years	5 Weeks



- D. A week is defined as the period beginning at 12:01 a.m., Monday through 12:00 midnight, Sunday. (A vacation week shall be seven (7) consecutive days beginning with the employee's first scheduled day in his work week).
- E. Vacation time will be paid and taken in whole week increments.

## Section 2. Vacation Pay

Vacation pay will be an amount equal to the employee's year to date average weekly earnings prior to the scheduled vacation period. Vacation payment will be made on the pay date immediately prior to the employees scheduled vacation period.

## Section 3. Vacation Scheduling

- A. Eligible employees will submit their vacation request on the Employer's Vacation Request form to the location manager no later than thirty (30) days prior to the employee's planned vacation of each year.
- B. Every reasonable effort will be made to honor the employees vacation preference. However, where scheduling conflicts arise, the location manager will administer vacation scheduling, giving preference to the employee with the longest term of continuous employment. The Company will provide written notice that it has granted or denied an employee vacation request within seven (7) days of receiving such request.
- C. The location manager will administer scheduling in such a manner that the required service to the customer is maintained.
- D. At the discretion of the location manager, employees may be given the option to work through their scheduled vacation and receive the appropriate vacation pay.
- E. Vacation must be used within twelve (12) month of the employee's anniversary date.
- F. Should an employee be prevented from using a vacation week due to management denial of requests, the unused vacation may be taken in the first six months of the succeeding year.
- G. Other unused vacations will be forfeited.
- H. The Employer will not accept notice of voluntary separation with all or part of the notice being used as vacation.

## ARTICLE 9 - SENIORITY

### Section 1. Seniority Rights

- A. Seniority will be recognized by both Employer and Location. Employer Seniority applying to such items as length of vacation and Employer benefits, and Location Seniority to items such items as overtime, job and vacation bidding etc. When more than one (1) employee has the same seniority starting date, the order of placement on the seniority list shall be determined by the first letter of the employee's last name and the employee with the alphabetically earliest last name shall be considered the "senior" employee. An employee's seniority shall terminate and he/she will be terminated and taken off the payroll if:
- a. The employee quits.
  - b. The employee is discharged for just cause.
  - c. The employee fails to return to work after a layoff within the first seven (7) consecutive normally scheduled working days after issuance of PTI's Notice by Registered or Certified Mail to the last known address of such employee as shown on the PTI's records. unless the employee's failure to do so can be justified to the Company's satisfaction.
  - d. The employee gives a false reason for a Leave of Absence or engages in other employment during any such Leaves.
  - e. A settlement with the employee has been made for total disability.
  - f. The employee is retired.
  - g. The employee is laid off for continuous period of two (2) years, or the length of his/her seniority, whichever is less.
  - h. The employee is off from his/her regular job due to illness, or injury, for any reason for two (2) years.
  - i. An employee who accepts a position outside the bargaining unit after the effective date of this Agreement shall forfeit his/her seniority if he/she does not return to a bargaining unit position within seven (7) calendar days of having accumulated six (6) months outside the bargaining unit.
- B. When a job assignment becomes vacant, the most senior employee bidding for the position shall be awarded the position. Each employee awarded a job under this Section shall have up to ten (10) working days to qualify for that job. Should he/she disqualify himself/herself or should the Company disqualify him/her during the ten (10) day period, the employee shall be returned to his/her former job. The Company shall use the appropriate provision of the Collective Bargaining Agreement to fill effected job during the ten (10) day qualifying period. Proceeding the ten (10) day qualifying period referred to above, each employee shall be provided four (4) four-hour training sessions. The Union will be given a copy of bargaining unit descriptions. Newly established bargaining unit jobs will be first discussed with the Union committee and the bidding procedure followed as outlined in the Collective Bargaining Agreement.

- a) Should a unit vacancy occur, the Company shall fill that vacancy from the available work force before hiring from the outside. The vacancy shall be posted or otherwise made known for seven (7) calendar days, during which time all employees wishing to be considered for the opening shall bid for that vacancy on a bid sheet furnished by the Company. The Company shall award the job to the senior employee with the ability to perform the available work when the job is bid. The name(s) of the successful bidder(s) will be posted immediately thereafter for a period of forty-eight (48) hours. In the case of branch locations where no office exists to post notices, etc., the Company shall make every effort to inform employees.
  - b) If a vacancy should occur without allowing management sufficient time to properly post a bid in order to fill the position, management may temporarily fill the position by utilizing a Utility person when on days off or a scheduled road day before going to the overtime roster. In an emergency situation Management shall be allowed yard crews within the yard or take an over-the-road trim assignment. An emergency shall be defined as a lack of any available full time or part time driver as of the need time.
  - c) A seniority list shall be maintained by PTI and posted at each main office in an area which is always accessible to employees. The list shall be updated by management and posted at the beginning of each new month. A copy of this list shall be presented to the Union President each month as it is posted.
  - d) If a reduction in the working force shall become necessary, such layoff for any duration shall be made by seniority, with the least senior employees in the position reduced being laid off first. The least senior employee(s) in the Yard Van position, laid-off, shall have the right to bump the least senior employee(s) in the Over the Road Driver he/she is attempting to bump.
  - e) In recalling Employees from layoff, PTI will offer recall from layoff in the inverse order in which such employee(s) were laid on: provided, however, that the Employees are qualified to perform the available work. It is agreed that fill-in (part- time) employees shall be laid off prior to the layoff of any full-time employee.
- C. Non-Bargaining Unit Employees shall be allowed to fill in for Bargaining Unit employees because of vacations, sickness, incidental absence, or emergencies. It is understood that the exceptions provided herein shall not be used to allow a non- bargaining unit employee to replace a Bargaining Unit employee.
- D. Permanent Vacancy Bidding while off Work

Employees not working, but still accruing seniority will have the right to bid on vacancies that occur during their absence from work, however it is the employees responsibility to stay aware of vacancies. Should a vacancy be awarded in this manner, the position will be listed as temporary until the employee returns to work.

## E. Illness & Injury

- a) A position vacated by an ill or injured employee will be temporarily bid and awarded based on seniority rules. Upon return, the affected employee must provide proof that he/she meets all employer and customer requirements to perform his/her job function.
- b) An employee returning from a sickness or injury will be returned to the same position, pay and benefits levels they enjoyed prior to their sickness or injury. Should the basis for the prior position/pay/benefits changed, the employee will be placed where they would have been by applying the applicable collective bargaining agreement provisions.
- c) When an employee is off for illness or injury, it is the obligation of the employee to contact the Branch Manager on an at least quarterly basis to inform the Company of his/her intent to return. The Company will take into consideration circumstances that reasonably prevented notification. Should an employee not maintain quarterly notification, the Company will send a letter to the employees last known address, by certified mail that advises them of their obligation to report quarterly. Should an employee not respond within ten days, their bid position will be posted and filed as a permanent vacancy. The employee maintains all other seniority and contractual rights.

## Section 2. Posting List

A list of Employees arranged in the order of their seniority and hiring date shall be posted in a conspicuous place at their place of employment. The most current seniority list, by branch location will be posted on the Driver Website in a print-only format. Seniority is defined as being on a location basis and will be posted as such, in each location where the Employer has an office. Where no office exists, the list will be posted in a designated PTI vehicle and its location made known to employees.

## Section 3. Layoffs

If a reduction in the working force shall become necessary, such layoff shall be in accordance with the employee's location seniority and a notice of twenty-four (24) hours will be provided the employee if the Employer is provided the notice that prompts the layoff at least forty-eight (48) hours in advance.

When it becomes necessary to reduce the working force, the last employee hired shall be laid off first; and when the force is again increased, the Employees are to be returned to work in the reverse order in which they were laid off.

## Section 4. Purchase of Interest

The Employer shall not require, as a condition of continued employment, that an employee must purchase or assume any proprietary interest or other obligation in the business.

## Section 5. Leave of Absence

The Employer shall be notified, in writing, at least five (5) working days in advance of the leave of absence. Upon request by the employee, the Employer may grant a leave of absence to an employee for family emergencies or personal reasons. Leave of absence will be granted only after vacation days and personal days have been exhausted. During the leave, the employee must make weekly contact with the Employer to report his or her current status. The Employer retains the right to terminate the leave with one (1) week notice to the employee and request his or her return to work. This Section is not intended to conflict in any way with the provisions of the Family and Medical Leave Act.

## Section 6, Bridging of Service

- A. Where current employees have worked for a predecessor Company in a location where PTI now holds the service contract, those employees seniority with the prior Company will be added to their PTI seniority for promotional purposes.
  - a. This will not result in an immediate change in bids or relative seniority standing, however it will be applied to any seniority events subsequent to the effective date of this Agreement.
- B. Current employees once they attain one year of PTI seniority will have their seniority with a predecessor Company added to their PTI seniority for all purposes
- C. New employees with seniority from a predecessor Company will have their prior seniority for promotional purposes added to their PTI seniority and after one year of PTI employment they will have their predecessor and PTI seniority count for all purposes.
- D. Where the Company does not have reliable information regarding seniority dates employees will be asked to provide relevant information and the parties will make a good faith effort to reconstruct the relative seniority standing of employees and their original hire dates. Where this process does not make a seniority date clear, the Company will make the determination.

## Section 7. Seasonal Employees

- A. Seasonal employee's means a Driver who annually recurs periods of work of less than 13 pay periods each calendar year. Seasonal employees are permanent employees who are placed in non-duty/non-pay status and recalled to duty in accordance with pre-established conditions of employment.

- B. A seasonal employee may, upon prior approval, be granted leave from his/her regular branch. If an employee requests seasonal leave, an agreed upon return date will be agreed upon and his/her position will be temporarily filled. If a seasonal employee does not return within 2 weeks of the agreed upon date, his/her shift will be permanently bid.
- C. While on seasonal leave, the employee may work at another branch without loss of home branch seniority. The seasonal employee will retain his/her seniority and other contractual rights, but may not bump an incumbent of the non-regular branch.
- D. If the employee does not work for the Company while on seasonal leave, upon return, he/she must complete a drug screen, driving test an MVR review and all required training that was missed while on seasonal leave.

## Section 8. Contingency Drivers

Where the Company assigns drivers outside their home base on a temporary basis (contingency drivers) the following assignment practices will apply:

- A. The Company will maintain a volunteer list of employees who desire to be asked when contingency driver assignments become available
  - a. Employees will not be able to use their seniority to bump drivers in existing CD positions.
  - b. The home branch managers (GM and Branch) need to approve the use of their drivers to go out on the projects. Consideration will be made to the drivers that would have the least amount of impact to the home branch.
  - c. The Company will assign drivers to contingency driver openings from the CD volunteer list, based on their relative seniority.
- B. Drivers that have been given Continuous CD status will be given preference for CD assignments
- C. Should reductions in contingency driver positions occur
  - a. Non-continuous CDs will be dropped first, will reassume their seniority and former bid positions in their home base upon their return there.
  - b. Drivers wishing to remain available for CD work, will be placed on the available list and sent out in order of absolute seniority.
  - c. Drivers will be dropped off the contingency driver positions by relative seniority of all those holding contingency driver positions when the reduction occurs.
  - d. The assignment and maintenance of contingency drivers will be done in a fair and non-discriminatory manner.

- D. Pending approval from the Program Manager, Contingency Drivers will be granted no less than one scheduled day off per month without pay, should they request a day off.
- E. The Company will provide the status of Contingency Drivers periodically, at the request of the Union. That information will include Driver Name, Employee EIN, RR/Project, CD Location, Home Location, Date Range and Hire Date.

## **ARTICLE 10 - UNIFORMS**

The Employer does not require Employees to wear uniforms. If such does become the case, the Employer would agree to negotiate with the Union over the mandatory wearing of uniforms by its Employees. Union buttons, hats, clothing and patches are permissible.

## **ARTICLE 11 - WORKER'S COMPENSATION**

The Employer shall provide Worker's Compensation protection for all Employees as required by law. The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims by promptly submitting to the Insurance Carrier the necessary information and forms required. However, it is the employee's responsibility to provide the Employer with the necessary information it requires in order to expedite the employee's claim.

## **ARTICLE 12 – STEWARDS**

### **Section 1. Number**

A maximum of two (2) Stewards per location may be appointed by the Union where it deems one or more necessary.

### **Section 2. Authority**

The Employer recognizes the right of the Union to designate stewards. Stewards have no authority to take strike action, or any other action interrupting the Employer's business, such as work stoppages, slowdowns, or refusal to handle work, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of stewards 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 steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

### Section 3. Steward Conference/Training Days

The Company shall provide up to two (2) paid days annually for up to ten (10) stewards (twenty (20) days total) to attend Union conferences and training. The Union will provide fifteen (15) days' notice to the Company.

## ARTICLE 13 – SUBCONTRACTING

It is agreed and understood that there will be no contracting out of work, provide there are equipment and employees available to perform the work. However, the Union recognizes that at some locations it is not profitable to employ employees, or maintain equipment. In those cases it will be necessary to sub-contract the work in order to provide service to the customer(s) of the Employer according to its contract(s). The Employer will notify the Union when this/these situation(s) arise.

Non-Bargaining Unit employees of the Employer may be utilized to fill in for regular assignments if there are no available Bargaining Unit Employees to perform such work.

## ARTICLE 14 - MEDICAL PLAN

### Section 1. Limited Medical Benefit Plan

The Company will offer the “Limited Medical Benefit Plan” as described in the document titled “Limited Medical Insurance with Accidental Death & Dismemberment (AD&D) Insurance Enrollment Kit for Employees of Professional Transportation, Inc.” (Beasley Plan).

- a. Participants who elect to enroll will pay tax deferred contributions via payroll deduction every 2 weeks according to the following schedules based upon years of service.

#### **60 days of service – but less than 1 year of service**

<b>Beasley</b>	<b>Base</b>	<b>Enhanced</b>
Single	\$ 34.17	\$ 66.78
Plus spouse	\$ 73.46	\$ 143.58
Plus children	\$ 54.41	\$ 106.61
Family	\$ 99.02	\$ 193.95

#### **1, but less than 3 years of service**

<b>Beasley</b>	<b>Base</b>	<b>Enhanced</b>
Single	\$ 6.00	\$ 38.61
Plus spouse	\$ 45.29	\$ 115.41
Plus children	\$ 26.24	\$ 78.44
Family	\$ 70.85	\$ 165.78



### 3, but less than 5 years of service

Beasley	Base	Enhanced
Single	\$ 4.00	\$ 36.61
Plus spouse	\$ 43.29	\$ 113.41
Plus children	\$ 24.24	\$ 76.44
Family	\$ 68.85	\$ 163.78

### 5 or more years of service

Beasley	Base	Enhanced
Single	\$ 2.00	\$ 34.61
Plus spouse	\$ 41.29	\$ 111.41
Plus children	\$ 22.24	\$ 74.44
Family	\$ 66.85	\$ 161.78

## Section 2. Minimum Essential Coverage Plan

The Company will offer the “Minimum Essential Coverage” plan (Key plan)

- a. The MEC Plan will cover all preventive services listed by HHS
- b. Participants who elect to enroll will pay tax deferred contributions via payroll deduction according to the following schedule:

Coverage Tier	Contribution every 2 weeks
Single	\$ 24.50
Employee + Spouse	\$ 36.09
Child Only	\$ 27.33
Spouse OR Employee + Child	\$ 38.91
Employee + Spouse + 1 Child	\$ 50.49
Spouse Only	\$ 24.50
Each Additional Child	\$ 20.41

### Section 3. Minimum Value Plan

The Company will offer one calendar year “Minimum Value” Plan (60% actuarial value and which meets the affordability test or any updated requirement under the Affordable Care Act known as the ACA) .

<b>Coverage Tier</b>	<b>Contribution every 2 weeks</b>
Employee Only	\$ 41.08
Employee + Spouse	\$ 614.33
Employee + Child	\$ 420.33
Family	\$ 905.33

### Section 4. Significant Changes

If there are significant changes to health care legislation, either party can request a discussion on minimum changes necessary to maintain comparable coverage options and funding for the bargaining unit. If no agreement can be reached, the parties agree to submit the matter to arbitration.

The Employer may change insurance carriers provided, however, that there will be no reductions in benefit coverage.

## **ARTICLE 15 - 401 (k) SAVINGS PLAN**

The Company has established a 401(K) retirement savings plan. Following is a summary of the plan benefits:

1. Eligible to participate after completing one (1) year of service and worked a minimum of 1,000 hours;
2. Must be 21-years of age;
3. Enrollment is effective each January 1, April 1, July 1 and October 1;
4. Employees can defer up to the amount allowed by law;
5. Participants age 50 and older may make pre-tax "catch-up" contributions by payroll deferral allowed by law or IRX annual maximum;
6. Employee contributions are vested 100%;

7. The Company will contribute on a discretionary basis. The Company contribution for 2015, will be 50% of the first 4% of the individual Employees contribution;
8. Company contributions are vested as follows:

1-year -	0%
2-years -	20%
3-years -	50%
4-years -	100%
9. 100% vesting due to death or disability or if you retire at age 65;
10. You may roll over distributions from other retirement plans even prior to eligibility;
11. 24-hour a day / 7 days a week access to retirement account through Fifth Third's Retirement website or their Retirement Response Line.

## **ARTICLE 16 - UNION INSPECTION AND ACTIVITIES**

### **Section 1. Inspection**

Stewards and Business Representatives of the Union shall have access to the Employer's employee's at all reasonable times, with prior notification to the Employer, for the purpose of adjusting dispute(s) and investigating working conditions. Business Representatives of the Union shall have access to the Employer premises at reasonable times in order to ascertain compliance with this Agreement which shall include the right to inspect and audit payroll records, time cards, and sheets after written notice is given to the Employer by a duly authorized Business Representative of the Union stating the nature of the investigation. Such records shall be produced at a place and time mutually agreed upon.

### **Section 2. Activities**

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

## **ARTICLE 17 - MANAGEMENT RIGHTS**

The management of the business of the Employer and the direction of its employees are the exclusive responsibilities of the Employer, and it is understood and agreed upon by the Union that except as abridged by a specific provision of the Agreement, the Employer reserves and retains the right to exercise solely and ultimately all its inherent rights as provided by law.

Those include but are not limited to all rights to take measures and establish rules that the Employer deems necessary to promote an orderly, efficient and economical operation of its business and to establish the extent, means and method of operation.

The exercise of all lawful Management Rights that are not abridged by a specific provision of this agreement shall not be subject to Arbitration under the Arbitration provision of this Agreement, unless the Arbitrator decides that the grievance filed by the Union established otherwise.

## **ARTICLE 18 - PROTECTION OF RIGHTS**

It shall not be cause for discharge or disciplinary action in the event an employee refused to enter upon any property. to go through or work behind any primary legal picket line, and including legal picket lines at the Employer's place or places of business.

## **ARTICLE 19 - EMPLOYER WORK RULES**

### **Section 1. Employee Responsibilities**

Each employee will be responsible for his/her production standards as determined by the Employer. Each employee shall conduct himself/herself in accordance with the rules and regulations established by the Employer. Each employee shall perform a full day's work. Each employee shall obey the work-related requirements and instructions of the Location Manager, and/or other Supervisor. In the event of a failure to fulfill these obligations, the employee may be subject to disciplinary action up to, and including discharge, for the first offense, if deemed serious enough in the judgment of management. Actions under this Section must be for just cause and \* shall be subject to the Grievance Procedure.

*\*In clarification of the accepted application of the requirements of Article 9 – Seniority, Section 1*

### **Section 2. Absenteeism/Tardiness**

Absenteeism or tardiness will not be tolerated. An employee who comes to work late or arrives late for an over-the-road pick-up after being given ample lead time may face appropriate disciplinary action.

### **Section 3. Employee Address**

Each employee covered by this Agreement is responsible at all times for having his/her correct address and working telephone number recorded with Employer. Notice to be given employees under this Agreement shall be deemed to have been given in accordance with this Agreement if mailed to the last address on record with Employer, or if phoned to the last telephone number on record for Employer.

## Section 4. Safety

### A. General Obligations

- a) The Employer will provide safe and healthful conditions of work for its employees, and will comply with all applicable laws and regulations concerning the health and safety of employees at work, and the protection of the environment. The Employer will install and maintain any equipment necessary required to protect employees from hazards. The Employer and the Union will cooperate in the continuing objective of eliminating health, safety and environmental hazards, thereby preventing occupational injuries and illnesses.
- b) The Employer will ensure that all equipment is maintained in safe condition. The Employer's inspection and maintenance program will give top priority to equipment that is critical to employee safety and health. The Employer will install and maintain equipment required take all necessary steps to eliminate the risks posed by faulty equipment. If necessary, such equipment will be shut down until repaired, unless doing so would create a greater risk to the health or safety of the workforce. "Equipment" in the meaning of this article includes fixed and mobile equipment, structures, and surfaces on which employees travel or work

### B. Joint Safety and Health Committees

- a) A Joint Safety and Health Committee (JSHC) shall be established between the Company and the Union. The JSHC shall be co-chaired by the Director of Safety or his/her designee and a Union-level Union designee. The parties will designate a Company and a Union safety JSHC employee at each location. The parties shall designate their respective Co-Chairs and shall provide each other with updated lists of the members of the JSHC.
- b) The Joint Chairs of the JSHC will perform a quarterly inspection of vehicles at each branch location. The Union co-chair will be paid up to a maximum of 3 hours at their wait time rate to accomplish each quarterly these inspections.
- c) A standard form will be developed jointly by the parties for these inspections. This inspection report will be posted at the location and a copy forwarded to the co-chairs of the JSHC promptly upon completion.

- I. Where locations circumstances make this form of inspection impractical, the Co-Chairs will determine an alternate method of assuring a safety review at that location.
  - II. The joint inspections in this section will not result in any disciplinary action against any employee
  - III. Nothing in this section changes the existing inspection practices within the Company
- C. Stewards and JSHC location members shall attempt to resolve safety problems immediately between themselves at each location. However, if Union Stewards or JSHC location members feel a safety, health, or environment issue exists that is not being adequately addressed at a location, they may immediately email a formal safety resolution request, on a form to be jointly developed by the parties, to a Company and Union person designated by the parties and that request will be responded to within 24 hours.
- D. The Company will pay all expenses and lost time for one (1) employee, designated by the Union, to attend the annual USW Health, Safety and Environment Conference. Management is encouraged to send a representative as well.
- E. Nothing in this section prevents the Union or its Stewards from pursuing a grievance on a safety issue.
- F. Unsafe Conditions
- a) If an employee is assigned to work changed from normal conditions, where he/she has a concern based on reasonable evidence, that it would be unsafe or unhealthy to himself/herself, a fetus, one or more co-workers, the public, the environment or where it would be contrary to applicable federal, state or local health and safety or environmental laws, regulations or codes of practice; he or she shall notify the immediate supervisor. Thereafter, he or she shall have the right, subject to reasonable steps for protecting other employees and the equipment, to be relieved from duty on that and to return to that job only when the unsafe and/or unhealthy condition has been remedied. Management will assign such employee to other available work in the workplace, consistent with this agreement, and without displacing any other employee. For the employee who refuses work and all employees affected by the refusal, there shall be no loss of pay, seniority, or benefits during the period of refusal.
  - b) No employee shall be discharged, or disciplined for refusing to work as a result of exercising their rights in paragraph (a) above.

- c) The Employer will not assign that employee or another employee to the job in dispute unless it is determined, through the procedure below, that the unsafe and/or unhealthy condition has been remedied.
- d) If the Employer disputes the existence of the alleged unsafe or unhealthy condition, the JSHC co-chairs or their designees shall immediately investigate such alleged unsafe or unhealthy condition and determine whether it exists.
- e) If they do not agree, and if the Union co-chair is of the opinion that the alleged unsafe or unhealthy condition exists, the employee shall have the right to present a grievance in writing to the appropriate management representative and thereafter to be relieved from duty on the job as stated above. Such grievance shall be presented without delay directly to an arbitrator who shall determine whether an unsafe or unhealthy condition exists.
- f) No employee who exercises his or her rights under this article will be discharged, penalized, coerced, intimidated or disciplined, or suffer any loss of pay or benefits, even if it is later determined that the alleged unsafe or unhealthy condition did not exist.

#### G. Personal Protective Equipment

- a. The Employer will provide all necessary personal protective equipment (PPE) when required by law or regulation, or when necessary required to protect employees from injury or illness. The equipment will be provided without cost to the employee. The Employer will replace such equipment when it is damaged, worn-out, no longer fits, or when improved equipment, offering significantly greater protection, becomes available. The replacement equipment will be provided without cost to the employee.

#### H. No Discrimination For Workers Who Suffer or Report Injuries, Illnesses, Symptoms, Accidents

- I. No employee will be disciplined or discriminated against in any way for suffering an injury or illness, or for reporting a symptom, injury, illness and/or accident. The Employer will not establish any incentive or discipline program or policy that might will discourage employees from reporting accidents, injuries, or illnesses in the workplace.

- J. Fatigue - No employee will be required to work when that employee has a reasonable, good faith belief that he or she cannot work safely due to fatigue.

## Section 5. Conduct

- A. It is the policy of the Employer that certain rules and regulations regarding Employee behavior are necessary for the efficient operation of the Employer and for the benefit and safety of all Employees. Conduct that interferes with operations, discredits the Employer or is offensive to customers or fellow Employees will not be tolerated. Under normal circumstances the Employer endorses a policy of progressive discipline in which it attempts to provide Employees with notice of deficiencies and an opportunity to improve.
- B. An employee will be told of the alleged deficiency infraction and provided an opportunity to offer an explanation or deny the allegation prior to the issuance of the disciplinary action(s). The matter will be immediately investigated and the employee will be advised of any action to be taken within five (5) days that the matter was first brought to an employee's attention. An employee will not be disciplined until the matter has been investigated, except in cases where serious misconduct is alleged.
- C. The following are the typical disciplinary steps taken for minor offenses; however, depending on the severity of the offense, the Employer reserves the right to bypass the typical steps outlined below. For instance the Employer might elect to bypass the Written Warning Step 2 and proceed to Step 3, a three (3) day suspension:

Step One- Counseling/Warning (documented)  
Step Two- Written Warning  
Step Three- Three (3) Day Suspension  
Step Four- Discharge

- D. In the case of serious misconduct, immediate termination may be necessary. Some of the more serious violations of the Employer's Rules of Conduct are as follows:
- Unsafe driving incident that results in concerns by the Employer's customers(s), passengers, other motorists, or other Employee's, or the Employer insurance carrier(s)
  - Preventable accidents that result or reasonably may have resulted in injury to an employee or others and/or other than de minimis destruction of property
  - Any preventable accident with customer on board
  - Leaving without permission
  - Insubordination
  - Use, sale or possession of illegal drugs off or on Employer/Customer(s) property
  - Reporting to work intoxicated, or drinking on Employer/Customer(s) premises, or



being under the influence of illegal drugs on Employer/Customer(s) premises; drug addiction, or unauthorized usage, or disposal of illegal drugs

- Falsification of time or of any Employer document
- Dishonesty
- Theft
- Harassment of any nature of fellow Employee's, Management or customer
- Interference, or abuse with an Employee's or Employers property or rights
- Carrying or having on their person or be in possession of while on duty any kind of or form of weapon(s). This is included but not limited to rifles, pistols, pellet guns, knives, (exclusive of a fold up small pocket knife) or the like
- A formal request, written or otherwise by a customer that prohibits and Employee of the Employer from performing the duties he/she is normally assigned to
- Unauthorized use of an Employer's vehicle
- Unauthorized transportation of passengers

Other posted Rules of Conduct violations, will also be grounds for discipline, up to and including possible discharge without progressive discipline, if it is deemed serious enough of an offense in the judgment of Management.

The above is not an all-inclusive list, but contains some of the more important role violations. Any actions taken by Management under this Article are subject to the Grievance Procedure.

- E. It is further understood and agreed that any form of progressive disciplinary action that is over 18 months previous to the current policy violation will not be considered in the present discipline procedure to the extent that prior discipline shall fall off on a rolling eighteen (18) month basis. To that affect, it is the intention of the parties that when a prior record of disciplinary action falls off, any other pending or future disciplinary action shall revert back to the previous stage of the progressive discipline.
- F. The Company will provide the Union their guidelines for DriveCam violations, MVR disqualifications, background checks, and any other employee standards it applies. These guidelines will also be made known to all employees. The Union reserves the right to challenge these guidelines at any time they are applied.
- G. In remote locations where medical assistance is not readily available, the Company will explore providing adult CPR instruction cards to drivers.
- H. NOTE: Drivers who have been banned from a certain customer may continue to work for PTI for a different customer, providing positions are available, but not necessarily in their current classification.

## Section 6. Speeding

Disciplinary Steps Specific to Speeding. Drivers are expected to obey posted maximum speed limits.

- A. The first time drivers are caught are determined to have been driving ten (10) miles above the speed limit shall receive a three (3) day suspension.
- B. The second time drivers are caught are determined to have been driving ten (10) miles above the speed limit shall result in termination of employment.
- C. Each location shall conduct a discussion between management and drivers regarding prior animal hit locations and where and when drivers are most likely to encounter animal crossing roads. Guidance will be provided regarding animal hit avoidance techniques, among them voluntary speed reduction where and when animal hits are likely. Failure to adhere to the animal avoidance guidance will be a factor, among others, in determining preventability if an accident occurs.

## ARTICLE 20 - GRIEVANCE AND ARBITRATION PROCEDURE

### Section 1. Grievance Procedure

- A. An Employee having a grievance relative to the application or interpretation of the provisions of this Agreement, including discipline and discharge, shall present the grievance to his Branch Manager within seven (7) calendar days of knowledge of the occurrence of the grievance. The Branch Manager will give his decision on the grievance within seven (7) calendar days of the time the grievance is presented. Any resolution of the grievance at this stage shall be without precedent. If the grievance is not resolved, the grievance shall be reduced to writing and the written grievance should be referred by a Union Steward and/or Business Representative and an Operations Representative designated by the Corporate Human Resources Department within seven (7) calendar days of the Branch Manager's response relating to the grievance.
- B. An Operations Management Representative will provide a written response to the grievance within seven (7) days following receipt of the written grievance from the Union Steward. If the Union Steward and/or Business Representative and the Regional Employer Representative or his agent are unable to agree upon settlement of any grievance within these seven (7) days unless it is mutually agreed to extend this time limit, such matter shall be reviewed by a Union Staff Representative and a Corporate Human Resources manager and the Regional Manager of Operations.
- C. Should the Union Staff Representative and Corporate Human Resources manager fail to

resolve the issue it may be submitted to Arbitration by an International Representative of Union or the Employer in accordance with the procedure(s) provided in this Article.

- D. The time limit specified in this Article may be extended only by the oral or written agreement of the Employer and the Union. It is agreed that any grievance that is not presented by an Employee within the time limit set forth in this Article, or as extended in accordance with this paragraph, need not be entertained by the Employer and any grievance that is not referred to the next higher step within the time limits set forth in this Article, or as extended in accordance with this paragraph, shall be considered withdrawn. Failure of the Employer to respond to the grievance within the time limits set forth above shall constitute a denial of the grievance by the Employer.

## Section 2. Arbitration Procedure

- A. The Union and the Employer shall attempt to select a permanent Arbitrator for all disputes arising out of this Agreement (with the exception of those cases that are submitted for arbitration under the Expedited Arbitration Procedure) and he/she shall be, if selected, designated in a separate Agreement. If the parties are unable to agree upon an Arbitrator, the Union and the Employer shall jointly request a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Arbitrator shall be selected by the Union and the Employer alternately eliminating names with the moving party striking first, the other second, and so on from the panel of seven (7) Arbitrators. The last name remaining shall be the Arbitrator. Either party shall have the right to reject one (1) panel of Arbitrators. The decisions of the arbitrator shall be final and binding upon the Employer, the Union and Employee(s) involved.
- a. For discharge cases the arbitrator selected must set a hearing date for the earliest possible time. In the event of a discharge grievance the arbitrator must hear the grievance within thirty (30) days following the deadlock between the Union Business Representative and the Employer Representative and render his decision within fourteen (14) days following the hearing unless otherwise agreed upon by the parties, and no briefs either post or pre-arbitration will be permitted.
  - b. For grievances other than discharge, the arbitrator's awards shall be made not later than thirty (30) days from the date of the closing of the arbitration hearing or the receipt of a transcript and any briefs by the arbitrator unless otherwise agreed upon by the parties. If the arbitrator selected is not available to schedule a prompt hearing date, then the selection procedure shall be repeated immediately and a new arbitrator selected. The arbitrator is prohibited from altering the terms and conditions of this Agreement and the decision of the arbitrator shall be final and binding. The fees and expenses of the arbitration shall be equally shared. Reasonable fees include the arbitrator's fee and per diem, court reporter fees (if used by mutual agreement), and room rentals. Court reporter fees if mutually agreed to will be equally shared.

(B) The following Expedited Arbitration Procedure will be utilized to provide prompt and efficient handling of the following grievances that have been submitted to arbitration by an International Representative of the Union:

- Discipline cases
- Discharge cases (at the option of the International Representative of the Union).
- Non-precedent setting questions of fact as agreed upon by the parties; excluding matters of contract interpretation.
- Local issues related to scheduling, overtime, performance of bargaining unit work.
- And other cases that the parties mutually agree are appropriate for this process.

The Expedited Arbitration hearing will be conducted as follows:

- The hearing shall be informal.
- No briefs shall be filed or transcripts made.
- There shall be no formal rules of evidence.
- The Union's case shall be presented by an International Representative or a designated local representative. The Employer's case shall be presented by the General Manager/Human Resources Manager or a designated local supervisor or member of management. Attorneys shall not be used by either party during the hearing.
- The Arbitrator will issue a decision in each case no later than 48 hours after conclusion of the hearing and include a brief written explanation of the basis for his conclusion(s).

The parties agree to jointly attempt to develop the capacity to conduct Expedited Arbitration Hearings via the Internet or using other technology that allows remote participation by the Arbitrator, Advocates witnesses and agreed-to observers. To develop this capacity the parties may jointly select an Arbitrator for these purposes.

(C) Designated representatives of the Employer and Union will meet or confer on a regular basis in an effort to resolve grievances that have been submitted to arbitration. Notwithstanding any other provisions of this Article, the parties may, by mutual agreement, defer a grievance(s) to any other mutual agreed upon method of resolution including mediation.

## **ARTICLE 21 – VETERANS**

The Employer shall adhere to the provisions of the Military Service and Training Act of 1951, as amended, with respect to the reemployment rights of seniority for employees who leave the employment of the Employer to enter the Military Service of the United States of America.

## **ARTICLE 22 - NON-DISCRIMINATION**

The Employer will not discriminate in the discipline, discharge or other employment related actions because of race, sex, color, religion, national origin, sexual orientation, age, Union membership, non-Union membership or handicapped status. However, the Union recognizes the Employer must abide by requirements that might be dictated by the Employer's insurance carrier as they relate to insured.

Any reference herein to the masculine or feminine gender shall be read as to include the opposite gender as well.

## **ARTICLE 23 - STRIKES AND LOCKOUTS**

During the term of this Agreement the Union, its officers, members or agents will not authorize, sanction or approve any strike, work stoppage or slowdown. Any Employee violating this Article may be disciplined, up to and including termination, subject to the Grievance and Arbitration Procedures. In the event of such conduct occurring, or a threat thereof, the Union and its Officers and Agents will do everything within their power to immediately end, or avoid, the conduct prohibited in this Article.

The Employer agrees that it will not lockout the Employees during the term of the Agreement.

## **ARTICLE 24 - ECONOMIC STANDARDS AND GENERAL CONDITIONS**

### **Section 1. Economic Loss and Maintenance of Standards**

(A) This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement, any past practice to the contrary notwithstanding.

(B) The Employer shall not put into effect any new plan of an economic nature affecting Employees (such as incentive plans, sick leave schedules, piece rate plans, etc.) without first checking with and securing the approval of the Union.

### **Section 2. Extra Agreements**

The Employer shall not enter into any agreement or contract with its Employees, individually or collectively, or with any Union which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

### Section 3. Bonds

Should the Employer require any Employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

### Section 4. Passengers/Equipment Use

- A. At the discretion of the Employer, over-the-road drivers may be allowed to retain the assigned vans between runs while the driver is on call.
- B. It will remain the driver's responsibility to provide his or her own transportation to the terminal when they report for duty. It will remain the driver's responsibility to provide his or her own transportation from the terminal when the driver is off call or coded out.
- C. During the time between runs while the driver remains on call, the van shall not be used for non-business purposes and no unauthorized passengers shall be transported. Unauthorized passengers shall be defined as any person not employed by the Employer, and/or its customers, or authorized by the Employer Management. The van is provided in order to relieve the employee from being required to make multiple trips to and from the Employer Terminal during the time when the driver is on call. It will be the employee's responsibility to make the van available at Management's request for any maintenance that may be necessary.

### Section 5. Code Set Mileage and Corrections

The Company and the Union shall commence discussions regarding Code Set Mileage and how those miles have been calculated. Code Sets shall be reviewed and corrected on a yearly basis and reset according to the yearly-required contractual review. Code Sets shall be reviewed and, reset (where necessary) within ninety (90) days of the ratification of this Agreement. The Company's "Payroll Inquires" shall continue to be the process for corrections and disputes of the above. Code Set modifications shall require review and approval of Company customers.

### Section 6. Use of Technology such as GPS and Driver Requirements

The Union, the Company and the Employees recognize that the use of technology is critical to the improved efficiencies within the operations of PTI. Often, technology becomes a requirement of PTI's customers. Drivers operating vehicles equipped with Global Positioning Systems (GPS) and other related or similar technology are required to sign-in, respond to messages during the trip, sign-off at the end of trip and perform other functions as required by the Company. The Company will provide paid training for employees in need of training and will document acknowledgment of training by employee signature.

## **ARTICLE 25 - REST TIME**

- A. Professional Transportation Incorporated, being in the transportation business, knows there is a direct link between fatigue and collisions. Understanding driving for too long a time creates a situation where collisions and accidents will occur more often, PTI has engineered its own Hours of Service Policy for our drivers to abide by. This Policy is effective due to the education of the Drivers through the hiring process, the training process, and the safety course process. Additionally, the Policy is enforced by a strict process to ensure compliance.
- B. PTI Hours of Service Policy is in the Safety and Health Guidelines Section of the PTI Driver's Manual, under Section 8, Safety Rules for All Employees, Letter M. To quote the manual: *Drivers will not be allowed to be behind the wheel performing driving duties longer than 12 continuous hours or for more than 16 hours in any 24 hour period. Anything less than 30 minutes is not considered a break in continuous driving duties. In addition to the maximum of no more than 12 consecutive hours on trips and no more than 16 hours on trips in a 24-hour period, a driver must have 8 consecutive hours off within any 24-hour period.*
- C. After completing 12 continuous hours of driving duties or 16 hours in any 24 hour period, the employee is required to "code out" for a period of at least 8 hours. The driver may opt to "code out" for a period of up to 10 hours with previous authorization from the local manager. The driver has the responsibility to be well rested at the end of the "code out" period and before reporting as available for work.
- D. No driver shall operate a PTI vehicle beyond the established hours of service guidelines. Driver fatigue is a contributing factor in a large percentage of accidents. Be well rested prior to each trip. Take advantage of your off duty time and rest. Drivers and managers must learn to recognize the signs of fatigue and not violate the PTI hours of service policy. Driving beyond 12 consecutive hours without a minimum 8 hour break, or driving for more than 16 hours in a 24 hour period, will subject you to the dangers of fatigue driving. The contents of this apply to OTR drivers and yard drivers. Irrespective of the above policy all drivers are empowered to refuse any trip if they are not fit to drive without fear of retribution. All State hours of service guidelines will supersede PTI hours of service guidelines.

## **ARTICLE 26 – COMMITTEES**

### **Labor-Management committee**

The Employer and the Union shall establish a Labor Management Committee which shall consist of a maximum of four (4) Union representatives and four (4) Employer representatives. Meetings may be initiated by either party through a written request to the other side. The proposed agenda

shall be included in the request.

### **Safety Committee**

The parties agree to the formation of an Employee Safety Committee which will include representatives from up to ten (10) Branch locations. The Branch locations will be determined by Company and Union representatives. The Company's Safety Department will be integral in the development and oversight of said Committee and execution of all safety related initiatives generated by said Committee. The parties agree to develop the committee within ninety (90) days of the effective date of this Agreement.

## **ARTICLE 27- SAFETY RECOGNITION AWARDS**

### Policy:

- A. If an employee does not have an at fault accident, a deemed credible hot line call, railroad complaint and meets the following criteria, then the employee will be eligible for safety incentive program award.
- B. If an employee has an at fault accident, a deemed credible hot line call and/or railroad complaint, then the criteria will start over with no additional reward until the eligibility requirements are re-met.
- C. Eligibility for the safety awards will be determined after the first pay of each month. When the employee meets the criteria, the employee will be recognized in the monthly newsletter, certificate of achievement and an award set by each level.

### Mileage & DYV Criteria:

Level 1: 100,000 miles or 2,500 hours  
Certificate of Achievement, Hat and Recognition in the Monthly Newsletter

Level 2: 200,000 miles or 5,000 hours  
Certificate of Achievement, Polo and Recognition in the Monthly Newsletter

Level 3: 500,000 miles or 12,000 hours  
Certificate of Achievement, \$25.00, Jacket and Recognition in the Monthly Newsletter

Level 4: 15-years  
Certificate of Achievement, \$250.00, Clock and Recognition in the Monthly Newsletter

After 15 years: Each 5-year increment \$250.00



## **ARTICLE 28 - SEPARABILITY, SAVINGS CLAUSE AND PRECEDENCE OF AGREEMENT**

### **Section 1. Separability**

If any Article or Section of this Agreement or of any Appendix to 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 Appendix thereto, 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. Savings Clause**

In the event any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in the Agreement to the contrary.'

### **Section 3. Precedence of Agreement**

This Agreement shall in all respects supersede and take precedence over all other agreements by and between the Employer and other labor organizations.

## **ARTICLE 29 - TERM OF AGREEMENT**

This Agreement shall be in full force and effect from April 1, 2015 to and including March 31, 2018.

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their duly authorized Representatives on this 30th day of April, 2015.

SIGNED FOR THE UNION:

Kevin E. Boyle, Jr., President

SIGNED FOR THE COMPANY

Steve McClellan, COO

## **APPENDIX" A"- EARNING INCENTIVES – ARTICLE 3**

### **SAFETY INCENTIVE:**

- Qualifying Criteria
  - Branch realizes zero accidents for month across all operations.
  - Driver is employed for entire month of operation.
  - Driver is employed at time of incentive payout.
  
- Incentive
  - Inserted from the clarifying MOA done during the 2012 CBA.
  - Thirty (30) hours or more of regularly scheduled work shall be considered full-time with such eligible drivers receiving \$20.00 per month under the terms of the CBA.
  - Those drivers regularly scheduled to work twenty (20) to twenty nine (29) hours shall receive \$13.00 per month under the terms of the CBA.
  - Those drivers scheduled to work one (1) to nineteen (19) hours shall receive \$10.00 per month under the terms of the CBA.
  
- Payout
  - Accumulate earnings per driver January through November and pay in lump sum no later than second week of December.
  
- Advantages
  - With performance, drivers will receive substantial sum at an important time of year.
  - Company employee retention should improve.
  - Company safety performance will improve

## **Appendix B – Memorandum of Agreement: Driver Utilization**

The parties recognize that over-the-road drivers are subject to the volatility of trip availability and duration. The cost of absorbing some unpaid time was explored in negotiations and was financially daunting. As an alternative, the parties agree to jointly work to maximize driver utilization at the branch level. To accomplish this the parties will consult with drivers and branch managers on ways to achieve a goal of a minimum of 4 hours per driver per day, who wants that level of driving time. Changes coming out of this process must be approved by officials designated by the parties. Nothing in this provision will deny an employee rights under the current agreement.

## **Appendix C- Memorandum of Agreement: Positive Work Environment**

It is the policy of the Company to create and maintain a positive working environment for all employees. Key to that environment are practicing principles of mutual respect, fair application of Company policies, honesty, and avoidance of any form of abusive language or behavior. The Union supports this policy and recognizes the advantages of a positive work environment with regard to productivity, customer relations and the long term success of the Company.

Where employees believe that their workplace is not meeting the above policy, they may request a joint Union/Company on-site review of their location that includes an opportunity to discuss issues individually or in a group setting. The Company and the Union will take such actions as necessary to remedy any findings that prevent a positive work environment at that location.

Nothing in this provision interferes with an employee's rights under various laws.

## **Appendix D – Memorandum of Agreement – New Employee Orientation**

The Company will provide the Union a monthly report of new employees including the phone and address information for the new employee.

## **Appendix E – Memorandum of Agreement – Driver Certification Costs**

Where federal or state regulations require driver certifications and medical exams beyond what a driver needs for a basic personal driver's license, the Company will pay those fees and costs. The Company may pay for a physical at a clinic of their choosing to fulfill the medical exam requirement if allowed by law. This provision does not include costs of medical exams required because of a specific illness or injury not required to be covered under workers compensation or other laws.

**Joint Commitments Side letter:**

The Union has indicated a desire to promote legislation leading to a \$15/hour minimum wage for the crew transportation industry. The Company understands that the Union will encourage and recruit PTI employees in the effort to achieve this goal. The Company agrees to adopt and implement any industry-wide specific wage package passed through state or federal legislation.



The foregoing reflects the parties agreement for a successor agreement covering the period April 1, 2015 through and including March 31, 2018 as set forth pages 1 through 46 pages herein.

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their duly authorized Representatives on this 30th day of April, 2015

**Signed for the Union**

**Signed for the Employer**

Kevin E. Boyle, Jr., President

Steve McClellan, COO