ARTICLES OF AGREEMENT

AGREEMENT made and entered into by and between 10 Roads Express, LLC (an affiliate of Eagle Express Lines, Inc.) (hereinafter referred to as the "Employer"), and AUTO LIVERY CHAUFFEURS, EMBALMERS, FUNERAL DIRECTORS, APPRENTICES, AMBULANCE DRIVERS AND HELPERS, TAXICAB DRIVERS, MISCELLANEOUS GARAGE EMPLOYEES, CAR WASHERS, GREASERS, POLISHERS AND WASH RACK ATTENDANTS UNION, MOTION PICTURE, THEATRICAL, EXPOSITION, CONVENTION AND TRADE SHOW EMPLOYEES, PHARMACISTS, BUS DRIVERS, PARKING LOT ATTENDANTS, AND HIkers, HOTEL INDUSTRY AND RACETRACK INDUSTRY EMPLOYEES NEWSPAPER MAGAZINE, PERIODICAL SALES MEN, DRIVERS DIVISION MEN DISTRICT MANAGERS CHECKERS VENDORS AND HANDLERS, AND ELECTRONIC MEDIA WORKERS, CHICAGO AND VICINITY, ILLINOIS LOCAL 727, an affiliate of the I.B. of T. (hereinafter referred to as the "Union").

ARTICLE 1
RECOGNITION

1.1 It is agreed that the Union shall be the sole and exclusive bargaining agent for all regular and part-time Drivers employed by the Employer who are dispatched from its 7424 Central Avenue, Chicago, IL 60638 and 645 Forestwood Drive, Romeoville, IL 60446 location.

1.2 The Employer agrees not to discriminate in any way against any members of the Union.

1.3 The Employer shall assign the work covered under this Agreement to employees covered by this Agreement as described in Article 1, Section 1.1 of this Agreement. Non-bargaining unit employees, including supervisors, shall not regularly perform bargaining unit work normally assigned to employees in job classifications covered by this Agreement; provided, however, that they may perform such work in emergencies or in the instruction and/or training of employees.

ARTICLE 2
UNION SECURITY

2.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain members in good standing, or pay fees in lieu thereof, and those who are not members on the date on which this Agreement is signed shall, on the thirty-first (31) day following the date on which this Agreement is signed, become and remain members in good standing in the Union, or pay fees in lieu thereof. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which the Agreement is signed shall, on the thirty-first day following the beginning of such employment, become and remain members in the Union, or pay fees in lieu thereof.

2.2 When specifically authorized in writing by each employee, the Employer will deduct, from the first paycheck of each month, dues and/or fees owing the Union and forward them to the Secretary-Treasurer of the Union, not later than ten (10) days after each monthly deduction. Such authorization, once given, shall be irrevocable for a period of not less than one (1) year or the term of this Agreement whichever occurs sooner.
2.3 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise by reason of any action taken by the Employer pursuant to this Article, including terminations requested by the Union and making deductions and remitting the same to the Union.

ARTICLE 3
MANAGEMENT RIGHTS

3.1 Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains all of its inherent rights to manage the business, as such rights existed at the commencement of its operations. Rights to be exercised solely, exclusively and at the discretion of management include, but are not limited or confined to, the right to hire, discipline, suspend or discharge for just cause, determine the hours of operation; set the hours of work for each employee, including the right to fix the number of hours to be worked in any one day, or any one week; to establish and administer reasonable standards of work performance and productivity, and to modify, change, or alter any or all of the foregoing from time to time; assign employees any work within the employees job description that the Employer deems advisable; establish and enforce, and from time to time modify, reasonable rules and enforce all rules, work rules, and regulations now in effect; determine and redetermine the locations and types of its facilities, operations and layover points, including the establishment of new facilities, operations and layover points, the relocation or closing of the existing facility or operation or layover points or any parts thereof, the relocation of work to different facilities; to determine the size and composition of the work force, including the utilization of temporary or seasonal employees from independent labor contractors and other sources; the allocation and assignment and reallocation and reassignment of work to employees, including the manner and method of staffing and scheduling of each contract with the United States Postal Service, including any modifications thereof; to determine, implement, and enforce the terms, conditions, scope, or duration of any contract, agreement, or understanding with the United States Postal Service; to determine whether and how to bid or re-bid for existing, new or modified contracts with the United States Postal Service; to change origination and/or destination points, extend, curtail or otherwise alter routes, in accordance with United States Postal Service contracts or other agreements; to interpret, implement, maintain and schedule the frequency, service, work and vehicle requirements related to United States Postal Service contracts, to comply with USPS Directives, to determine business liability insurance requirements; to establish and modify from time to time policies affecting the selection of employees and the qualifications required for any particular job; subcontract all or any part of its operation, except as provided in Article 35, to determine whether to bid or re-bid for existing, new or modified contracts with the United States Postal Service; to implement, select and determine the type of equipment, vehicles and tools to use in the conduct of the business; and otherwise generally manage the business and direct the work force. Managers, supervisors and dispatchers will not generally perform bargaining unit work; except that, in exigent circumstances, managers, supervisors and dispatchers may perform such work as long as it does not reduce the number of bargaining unit jobs or normal scheduled hours or overtime of those employees who are on duty at the time. The Employer’s or Union’s failure to exercise any function or right reserved to it, or their exercise of any function or right in a particular way, shall not be deemed a waiver of their authority to exercise such right or function, nor preclude the parties from exercising the same in some other way not in conflict with the express provisions of this Agreement.
ARTICLE 4
ACCESS TO FACILITY

4.1 Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes and investigating working conditions; provided, however, that there is no interruption of the Employer's working schedule. The employer shall be given prior notice when practicable.

4.2 The Union shall appoint Union Stewards who will have the ability to investigate, present and adjust specific grievances with the Employer. They shall not be disciplined for any actions taken in their capacity as Steward.

ARTICLE 5
STRIKES AND LOCKOUTS

5.1 Except as indicated by the National Labor Relations Act, for the duration of this Agreement and any renewal or extension thereof, the Union, its officers, agents, committeemen, stewards, representatives, members and all employees covered by this Agreement shall not authorize, instigate, cause, aid, encourage, ratify, support, or condone, nor shall any of the aforementioned persons take part in any strike, work slowdown, work stoppage, refusal to perform work, sickout, boycott, picketing, refusal to cross a picket line (unless a driver feels he is being put in an unsafe situation), or any other interruption of or interference with the business of the Employer. The Employer agrees there shall be no lock-out during the time of this Agreement.

5.2 Should there be an unauthorized strike, slow-down, walk-out, or other unauthorized cessation of work, the Union shall not be liable for damages resulting from such unauthorized acts from its members, and the Union shall undertake every reasonable means to induce the employees to immediately return to their jobs. In the event of an unauthorized strike, slow-down, walk-out, or any unauthorized cessation of work, the Employer shall have the sole and exclusive right to discipline or discharge the employees who participate in such an event.

5.3 No employee covered by this Agreement shall be required to go through a picket line when the picket line is approved by Teamsters' Joint Council No. 25.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1 Any complaint, grievance, or dispute arising under or concerning the meaning, application, or compliance with the terms of this Agreement shall first be taken up for adjustment by a representative of the Employer and a representative of the Union. The Employer and the Union shall meet at a time and place mutually agreed upon after the request by either party for such a meeting.

6.2 The following Grievance Procedure shall be followed in resolving said disputes:

STEP ONE: Grievant will meet with Union Representative and Employer's representative as outlined above.

STEP TWO: In failing to have the dispute resolved in STEP ONE, grievant will meet with a representative of the Union and a representative of the Employer at a mutually convenient time and
place to resolve the grievance. If a resolution is reached at Step 2, it will be reduced to writing and signed by both parties.

If the parties cannot agree, the dispute may then be referred by the Union to arbitration as provided for in this Article. The Union may request arbitration by giving the Employer written notice within ten (10) days of receipt of the written denial of the grievance at Step 2.

6.3 Arbitration shall be by an arbitrator selected from a panel supplied by the Federal Mediation and Conciliation Service (FMCS), and his or her decision shall be final and binding upon both parties. The Union shall request a panel of seven (7) arbitrators who shall be members of the National Academy of Arbitrators ("NAA") located within the Chicagoland geographical region. The Employer shall have the first strike and the parties shall then alternate striking arbitrator names until one is chosen. The Union and the Employer will each be responsible for one-half of the cost for such arbitration proceeding. All other expenses of the arbitration shall be assumed by the party incurring them. The arbitration hearing will not be transcribed except when the arbitrator may deem necessary. At the conclusion of the hearing, the arbitrator will issue a decision with any award in writing.

6.4 The Employer must be notified of a grievance within fourteen (14) days after knowledge of the alleged violation or by reasonable diligence, should have known, of the facts giving rise to the grievance, or it shall be waived.

ARTICLE 7
GENERAL CONDITIONS

7.1 Except as required by the United States Postal Service or court order, once employed, no employee shall be required to take a polygraph, behavioral analysis, background check or other similar test.

7.2 Employees may not be required to perform janitorial services, mechanic work nor garage work.

7.3 Drivers shall not be required to take any action that the employee reasonably deems unsafe. The Employer shall not require employees to drive any vehicle which does not meet the safety standards of the United States Department of Transportation or the Federal Motor Carrier Safety Regulations.

7.4 An employee may not be discharged or disciplined because his/her earnings have been subjected to two (2) or less wage garnishment deduction orders within one (1) year.

7.5 On the next scheduled pay period after separation of employment, an employee shall be paid all compensation owed including wages, accrued vacation days, and accrued sick/personal days, and applicable contributions will be made to the Teamsters Local 727 Health and Welfare Fund.

7.6 Where applicable and allowed each location that Employer owns or leases shall have a clean and working restroom facility.

7.7 The Employer recognizes the needs of employees to work in a clean, safe and healthy environment and will take all reasonable measures to protect the safety of its employees.

The Employer agrees that employees will not be assigned to any known unsafe operation or to operation of unsafe equipment. It shall be the responsibility of the employee involved to report any unsafe operation to his/her immediate supervisor. Specific complaints concerning safety shall be put in writing by the employee.
If the employee’s complaint is not satisfied, he/she shall notify the Union steward, who shall meet and discuss the complaint with the immediate supervisor without undue delay.

The Employer will continue to make reasonable provisions for the health and safety of its employees during their hours of employment. The Employer also appreciates suggestions from employees concerning health and safety matters and will meet periodically with the Union to discuss same.

**ARTICLE 8**
**MAINTENANCE OF BENEFITS**

8.1 The signing of this Agreement shall not act or reduce or abrogate any benefits which existed prior to the signing of this Agreement.

**ARTICLE 9**
**SEPARABILITY**

9.1 To the best knowledge and belief of the parties, this Agreement now contains no provision which is illegal under Federal or State law or regulation. Should, however, any provision of this Agreement at any time during its life become illegal under Federal or State law or regulation, then such provision shall continue in effect only to the extent permitted by applicable law. In the event any provision of this Agreement is held inoperative, the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect.

**ARTICLE 10**
**MILITARY SERVICE**

10.1 Employees who become members of the U.S. Armed Services shall have such rights of reemployment as may be prescribed by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

**ARTICLE 11**
**HOURS OF WORK**

11.1 The Employer shall establish regular work schedules consisting of scheduled routes and destinations called Standards. Standards are estimated to provide Employees with the Employer’s work efficiency expectations. The Standards allow for both the efficient, safe, and timely operation of transportation vehicles and performance of other work duties and responsibilities and is designed to provide sufficient time to perform all duties and responsibilities the Employer deems necessary (including but not limited to inspection time, fueling, driving, loading/unloading, and paperwork) along with all applicable off-duty sleep and mealtime breaks.

11.2 Bargaining Unit employees who work a regular schedule will be considered Bid Drivers. Bid drivers will bid on their Standards once a year, at a minimum. Standards may be rebid at any time there are material changes to the schedules, in the discretion of the Employer. All off cycle changes will be reconciled by bumping or bidding. Seniority will prevail when bumping or bidding.

11.3 Other Bargaining Unit Employees who perform work for the company but do not work a consistent schedule will be considered Floater Drivers. Floater Drivers may be called by the Employer to fill in unscheduled or open scheduled routes. Floater Drivers are not required to accept an assignment. Seniority will prevail in the acceptance of an assignment.
11.4 Employees who work a regular schedule of 30 hours or more per week, or irregular schedule that averages 30 or more hours per week on an annual basis, will be considered Full-time employees. The calculation of the average annual hours will be made in October of each year based on the preceding twelve months.

11.5 Employees who work a regular schedule less than 30 hours per week, or irregular schedule that averages less than 30 hours per week on an annual basis, will be considered Part-time employees.

11.6 Provided the employee is not on a leave, vacation, or other absence from work, all employees working a Standard will be guaranteed the paid time included in the applicable Standard, even if the actual time worked is less than the scheduled time. In the event the employee works more than the scheduled time for a given day, they will be paid the greater of the Standard or the actual time worked.

11.7 All scheduled routes will include a minimum of 3 hours pay per route.

11.8 All Floater Driver call ins will receive a minimum of 4 hours of pay even in the event the trip is cancelled prior to commencement.

11.9 All time loading, unloading, fueling or fulfilling any other task shall be on paid time.

**ARTICLE 12
HOLIDAYS**


12.2 The number of hours of holiday pay, and eligibility, therefore, will be determined by the applicable Wage Determination under the Service Contract Act and implementing regulations, including proration for employees working less than 40 hours weeks.

**ARTICLE 13
HEALTH AND WELFARE**

13.1 (a) Except as otherwise specified in this Agreement, the Health and Welfare fringe benefits of Drivers will be the amount stipulated under the applicable Wage Determination-Occupation Code-Title Under the Service Contract Act for mail hauling service. The applicable Wage Determinations are subject to periodic adjustment by the US Department of Labor.

(b) The Company currently sponsors an insured health and major medical plan through United Healthcare (the “Health Insurance Plan”). The Health Insurance Plan provides the benefits and rates listed in the Plan Benefit Summary. The Company will require United Healthcare or the broker to provide a copy of the Benefit Summary to each participating employee. Participation and coverage under the Health Insurance Plan will be governed by the applicable plan documents as they may be amended from time to time. Each year the Company may change any coverages provided in the Cafeteria Plan provided that they do not substantially differ from the terms of the previous Cafeteria Plan offering. The Company will provide advance notice to the Union and an opportunity to ask questions about any changes in coverage. During the term of this Agreement, the Employer shall continue to offer all its Health Insurance Plan to employees.

(c) In addition to the coverage provided for in 13.1 (b), the Company shall also continue to offer and maintain a Cafeteria Plan under which each employee may elect to purchase additional group health insurance for his or her spouse and/or family, and to participate in certain insurance programs
for group term life, disability (including additional short-term disability), dental, cancer, accident, and vision, as well as other benefits that may be offered under the cafeteria plan from time to time (the "Cafeteria Plan"). The Cafeteria Plan provides the benefits and rates listed in the Plan Benefit Summary attached as an addendum to this Agreement. Employees who elect to participate according to the terms of the Cafeteria Plan will be permitted to pay for the cost of those benefits with pre-tax dollars. Participation and coverage under the Cafeteria Plan will be governed by the applicable plan document as they may be amended from time to time. The Company shall not be responsible to pay any portion of the premiums or cost for the insurance and benefits offered under the Cafeteria Plan. For each insurance coverage elected by an employee under the Cafeteria Plan, the Company will require the broker providing that insurance to provide a certificate of coverage for the policy to each participating employee. Each year the Company may change any coverages provided in the Cafeteria Plan provided that they do not substantially differ from the terms of the previous Cafeteria Plan offering. The Company will provide advance notice to the Union and an opportunity to ask questions about any changes in coverage.

13.2 Employees covered by this Agreement may opt out of the coverage offered by the Employer under 13.1(b) and opt into the Gold Plan provided by the Teamsters Local Union No. 727 Health and Welfare Fund ("the Gold Plan"). Members of the bargaining unit not currently enrolled in the Gold Plan must opt into coverage under the Fund within 30 days from commencement of employment or during the annual open enrollment period for the Employers Health Insurance Plan described in 13.1(b). Provided that the Agreement ratifies within the first week of December 2021, the Company agrees to extend its current enrollment period for bargaining unit employees to select from the options outlined in 13.1 and 13.2 which shall become effective January 1, 2022.

The Employer agrees to make the contributions specified in 13.1(a) on behalf of each employee covered by this Agreement who opt into the Gold Plan in the current amount of $5.11 per hour paid up to a maximum of 40 hours per week, subject to increase as outlined in Article 15. The contribution rate shall continue unless otherwise increased pursuant to Article 15. Contributions to the Teamsters Local Union No. 727 Health and Welfare Fund for all new employees shall commence with the month in which they opt into the Gold Plan.

By execution of this Agreement, the Employer authorizes the Board of Trustees to enter into appropriate trust agreements necessary for the administration of such funds, and hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

ARTICLE 14
WAGES

14.1 All Bargaining Unit Employees shall be paid not less than the following hourly rates. Effective 7/1/2021 $26.19 per hour worked. Except as required by the preceding sentence, for the term of this Agreement the Drivers shall be paid the applicable Wage Determination-Occupation Code-Title under the Service Contract Act for all mail hauling services. The applicable wage determination are subject to periodic adjustment by the U.S. Department of Labor.

14.2 In addition to the above, all bargaining unit employees shall receive a one-time lump sum payment equal to the difference between the hourly rate non-union drivers working in Illinois received from August 29, 2021- December 5, 2021, and the hourly rate they were paid for all hours worked by the employee multiplied by the total hours worked by the bargaining unit employee from August 29, 2021-December 5, 2021. Upon ratification, Bargaining Unit Employees shall receive any and all additional premiums, bonuses, emergency pay, fringe benefits, or additional compensation
above the applicable Wage Determination provided to other non-Union drivers employed by the Illinois: Chicago occupation designation under the applicable Wage Determination, this includes reductions in compensation provided reductions, if any, do not conflict with the requirements of Article 13.1, 13.2, or 14.1.

ARTICLE 15
ADDITIONAL COMPENSATION

15.1 The Company shall have the discretion to adjust the fringe benefit and base pay rates above the rates provided under Articles 13 and 14 of this Agreement, after providing advance notice to the Union.

ARTICLE 16
UNIFORMS

16.1 Should an employee be required to wear a uniform, the Employer agrees to furnish said uniforms and replace worn-out or damaged uniforms. If uniforms are required, the Employer shall supply such employees with uniforms that are reasonable for the season.

ARTICLE 17
SENIORITY

17.1 Seniority is defined as the length of time an employee has been continuously employed by the Employer since the date of his most recent employment by the Company. The Employer will recognize seniority rights from the employee’s first day of work. If more than one employee begins work on the same day, the employee with the earliest date on their application will have the highest seniority. When these same employees also share the same application date, then the employees with the earliest time and date of their drug screen will have the higher seniority.

There shall be two seniority lists, one for full time employees and one for part time employees.

Full time seniority shall supersede part time seniority.

Seniority is to prevail at all times.

In case of layoffs, the last employee hired is to be the first laid off in respect to the separately maintained seniority lists. Seniority shall also apply to recalls, in that the last employee laid off shall be the first to be recalled in respect to separately maintained seniority lists.

17.2 Seniority shall be broken for any one or more of the following reasons:

(a) Voluntarily quitting.
(b) Discharge for cause.
(c) Absence from work for three (3) consecutive working days without notifying the Employer.
(d) Failure to return to work after expiration of leave of absence unless excused by the Employer. Additional time for return shall be authorized due to extenuating circumstances as agreed to by the employer and the Union.
(e) Failure to return to work within seven (7) days following recall from layoff, which notice has been made by the Employer by certified letter to the employee’s last known address.
according to the records of the Employer. Additional time for return shall be authorized due to extenuating circumstances as agreed to by the employer and the Union.

(f) Is laid off for a continuous period of more than eighteen (18) Months.

(g) Engages in other employment while on authorized leave of absence without the consent of the Employer.

17.3 The first sixty (60) days of employment shall constitute a probationary period during which time an employee may be discharged at the sole discretion of the Employer without resort to the grievance procedure. After sixty (60) days, an employee’s seniority date shall date from his or her first day of continuous employment as a member of the Union.

ARTICLE 18
DISCIPLINE AND DISCHARGE

18.1 Employees may be disciplined and/or discharged for just cause. Precipitating events for the purpose of discipline or for discharge, or both, shall include, but not be limited to, violations of work rules appearing as Addendum 1 to this contract. Events where the employer may seek immediate discharge also includes, but are not limited to, the conduct set forth in Article 38.

18.2 All discipline, including discharge, shall be in writing with a brief statement of the reasons for the action. The records for disciplinary action less than discharge shall remain active for 12 consecutive months in the employee’s personnel file, after which time they shall not be considered in any disciplinary action.

18.3 All discipline except that resulting from a vehicular accident shall be issued within fifteen (15) calendar days of the date the Employer discovers or, through the exercise of reasonable diligence, should have discovered the alleged infraction, unless the Union and the Employer agree to extend such time period.

18.4 In the event the discipline relates to a vehicular accident, discipline shall be issued within thirty (30) calendar days of the date the Employer discovers or, through the exercise of reasonable diligence, should have discovered the alleged infraction. In cases in which the Employer, despite its reasonable efforts, has not obtained all of the information it deems helpful in determining discipline relating to a vehicular accident, discipline shall be issued as soon as practicable after the Employer obtains such information.

18.5 For purposes of this Article, “business days” shall mean Monday through Friday, excluding holidays.

18.6 Except for infractions arising under Article 33, Article 37, or attendance infractions under Article 38, no employee covered by this contract may be discharged unless he or she has received at least three (3) documented counseling, within the immediately preceding twelve (12) months of the current infraction date. Any third (3rd) documented counseling within the 12-month period may subject the employee to suspension at the Employer’s sole discretion. The suspension will be no more than four (4) of the employee’s work days, and must have been received by the employee within the immediately preceding twelve (12) months of the current infraction date.

18.7 When a Driver is placed on Safety Hold during an investigation of an accident, incident or event which may result in discipline and/or discharge, the Employer will attempt to minimize the amount of time the driver is in the non-pay status.
18.8 FMCSA (DOT Regulations 392.82, as amended from time to time) prohibits the use of a hand-held mobile device while operating a commercial motor vehicle. Pursuant to this regulation the Employer has Zero Tolerance for Drivers' unlawful use of a cell phone, smart phone, or any other hand-held mobile communication device while driving or for intentionally/tampering with a DriveCam camera lens with tape, paper, cloth, in, or anything for the purpose of obstructing/disabling either or both camera lenses form being able to view as intended (i.e. unlawful cell phone use) ("Mobile Device Rule"). An employee shall be subject to discipline if he or she is observed, via on-board recording devices, a citation, or an investigation, violating the Mobile Device Rule. An employee will not be discharged for violation of this Article unless he or she has received at least one (documented counseling) for violating the Mobile Device Rule in the preceding 12 months.

18.9 The Union shall have the right to investigate the reasons for any discharge or discipline of a non-probationary employee and to protest the same through the grievance and arbitration procedure. The determination of whether an employee has completed his/her probationary period will be subject to the grievance and arbitration procedure.

18.10 All discipline shall be timely, and investigations shall be as expeditious as possible. An employee must be notified as soon as possible of any disciplinary action. At the election of the Employee, any discipline must be given in the presence of an appointed Union Steward.

18.11 Cameras installed on the inside of the vehicle showing the driver shall not be used for surveillance of the drivers. They shall not be used unless there is reasonable, independent cause for management to preserve and observe the recording.

**ARTICLE 19**

**JURY DUTY**

19.1 Employees on the payroll with ninety (90) days or more of service will be reimbursed for any loss of income incurred during the time spent on jury service with a maximum of ten (10) days annually, up to 8 hours per scheduled day of work. Any reimbursement of loss income will be reduced by compensation received by the employee from the court for jury duty. Documentation of jury summons and any compensation from the court will be required.

**ARTICLE 20**

**FUNERAL LEAVE**

20.1 In the event of a death of an immediate family member, employees will be granted reasonable leave. An employee may receive two (2) prorated days, up to 8 hours per day, of bereavement leave with pay per occurrence for scheduled workdays actually missed, but otherwise, bereavement leave is without pay. Immediate family member is defined as a parent, stepparent, legal guardian, spouse, child (including foster and stepchild), grandparent, brother, sister, brother-in-law, sister-in-law, parent-in-law and grandchildren.

The employer may require, and the employee shall provide if requested, verification of the need for bereavement leave and/or the relationship of the deceased family member. Requests for bereavement leave must be made to the terminal manager as soon as possible.
ARTICLE 21
VACATIONS

21.1 Eligibility for vacation pay, the length thereof, and the amount of vacation pay, will determined by the applicable Wage Determination under the Service Contract Act and implementing regulations.

21.2 Vacation time may be taken in increments of not less than 1/2 day at a time, at any time after it is earned. Vacation time shall not be accumulated and any balance will be cashed out and paid to the employee on the employee’s anniversary date. Supervisors may, however, grant employee requests to use vacation in smaller increments of no less than two hours at a time at the supervisors discretion.

21.3 Vacation time earned shall be computed in workdays up to eight (8) hours per day. Vacation time will be prorated based on the average number of hours worked in the previous year with a maximum of forty (40) hours per week.

21.4 Computation of continuous service shall be determined as though all previous continuous service which qualified for earning of vacation benefits with the present Employer in any capacity; and/or the predecessor contractor in performance of similar contract function at the same Federal facility.

21.5 Prorated vacation for part-time employees. Part-time employees shall earn vacation on a prorated basis determined by a fraction the numerator of which shall be the hours worked by the employee and the denominator of which shall be normal working hours in the year required by the position.

ARTICLE 22
LEAVE OF ABSENCE

22.1 The Employer may grant a personal leave of absence to an employee with seniority provided:

(a) The employee requests the leave, in writing, at least one (1) week in advance of such a leave, unless there was no possibility that the employee had such prior knowledge of the necessity of the leave. Approved leaves shall be in writing with a copy to the Union; and

(b) The leave is for a specified time not to exceed thirty (30) calendar days in duration which may be extended for an additional specified time not to exceed an additional thirty (30) calendar days in duration at the sole discretion of the Employer.

(c) Upon the expiration of an employee's authorized personal leave of absence, said employee shall be reinstated with full seniority to the same or substantially equivalent employment.

22.2 The Employer shall implement the Family Medical Leave Act (FMLA) consistent with applicable law, and the provisions of this section. The Employer shall grant family and medical leaves to employees entitled by law to such leaves.

22.3 The Employer shall continue to contribute to the Health and Welfare Fund during FMLA leaves, to the extent required by law.

22.4 In all cases of medical leave, regardless of whether the leave is a FMLA leave, the Employer may require employees to submit to medical examinations by a physician chosen by the Employer at the Employer's expense before the employee returns to work.

22.5 Upon expiration of an authorized medical or family or medical leave, an employee shall be reinstated with full seniority to the same or substantially equivalent employment (unless the
employee would have been laid off or terminated had the employee not taken a leave). It is understood that employees returning to work from a leave (or any illness or injury) must be able to acceptably perform all essential job functions and may not constitute a threat to safety.

ARTICLE 23
LIMITATIONS ON PART TIME EMPLOYEES

23.1 Once the Standards are established by the Employer, the proportion of full-time drivers to part-time drivers covered under this Agreement will not change significantly unless or until the scheduling needs of the USPS require to Employer to alter the Standards to meet the USPS requirements, in the discretion of the Employer. Employer may immediately implement the changes, but the need for the changes will be subject to bargaining after the changes are implemented.

23.2 Notwithstanding anything in section 23.1, the Employer will always attempt to create as many full-time schedules as feasible and minimize the number of part-time schedules.

ARTICLE 24
TRANSFERS

24.1 Mandated transfers may not be made except for good cause subject to recourse through the grievance procedure or by agreement between the Employer and the Union. In emergency situations, however, an employee may be required to work at a different location for three (3) days. The mandated reassignment shall be to the same facility and not more than once per two pay periods. Additional travel time and mileage shall be paid to the employee who is mandated to work a reassignment. Any travel and mileage pay will be calculated based on the difference between the regular work reporting location and the reassigned work location, if the mileage and travel time is less than the normal work reporting location there will be no travel pay. Reassignments that are voluntarily accepted will not receive travel time and mileage pay.

ARTICLE 25
DRIVER'S LICENSE

25.1 In cases regarding the loss or revocation of a driver's license or loss of access to the mail, a driver will not immediately lose his or her employment. Instead, he or she shall first be placed on an unpaid leave of absence, for a period of 90 days, this leave may be extended up to one year at the sole discretion of the Employer. In the case of partial denied access, the employee will be permitted to perform available work not impacted by the partial denial, if practical. If, during this period, the employee's CDL is restored or the denial of access to mail or other restriction is lifted, the employee will be returned to duty with no loss of seniority. Nothing in this Article, however, shall prevent the Employer from subjecting the driver to the disciplinary provisions of this Agreement as to the conduct which led to the loss or revocation of the CDL or to the denial of access to mail or other restrictions.

ARTICLE 26
DOCTORS' EXAMINATIONS

26.1 All doctors' examinations requested by the Employer will be paid for by the Employer. In the event the employment of the employee is terminated on the basis of the report of the Employer's doctor, or in the event of questionable status of employee's health upon being rehired due to a layoff, the Union may, at its own cost, have such report checked by a doctor of its election.
ARTICLE 27
TIME RECORDS

27.1 The Employer shall keep accurate time records and make them available for inspection by the Union upon request so that there will be no misunderstanding about the employee's time. For the purposes of this section the parties acknowledge that time records may include Standards, trip sheets, logs, or any combinations thereof or their equivalent as approved by the Employer.

ARTICLE 28
PAYDAY

28.1 Payday shall be at least as often as biweekly (every two weeks). Employees must receive a paper or electronic paycheck; an Employer is prohibited from paying an employee in cash.

ARTICLE 29
INDIVIDUAL AGREEMENTS

29.1 There shall be no side deals or individual agreements whether orally or in writing, between any Employer and employee. No employee either orally or in writing, shall enter into any agreement, contract, or arrangement covering any employment to which this Agreement applies which is contrary to or conflicting with the terms and conditions of this Agreement.

29.2 It is the policy of both the Employer and the Union to comply with all Federal and State Equal Employment Opportunity Laws and not to discriminate against any employee because of race, sex, color, religion, national origin, age, membership or non-membership in the Union, or any protected category.

ARTICLE 30
EMPLOYEE LIABILITY

30.1 No employee shall be held financially responsible for damages incurred in the performance of his or her daily duties.

30.2 No employee shall be charged for any insurance premiums or for any deductibles or costs related to any insurance claim or any other claim of damage to person or property.

30.3 The employer shall pay for automated red-light tickets on a timely basis. Upon proper advance notice to the employee the employer may deduct the cost of such tickets from the responsible employee's paycheck. Under no circumstances will the employee be responsible for penalties, or late fees not attributable to the employee.

ARTICLE 31
CREDIT UNION

31.1 The Employer agrees to deduct from the employee's regular paycheck and forward to the credit union designated by the Union such sums as the employee may voluntarily decide to deposit. The employee will notify the Employer by written authorization of the amount to be deducted and deposited. Such deduction will be on a biweekly basis and forwarded to the credit union.
ARTICLE 32
OPEN FULL-TIME POSITIONS

32.1 Any full-time positions that become open must be offered to part-time employees at that location as follows:

(d) Any available full-time position shall be offered in in order of seniority, first to full time bargaining unit members, then to part-time bargaining unit members.

(e) These part time employees are to be offered the position in seniority order, starting with the part time employee with the most seniority.

(f) Such seniority is not length of time at the location, but rather seniority, as defined in Article 17.1.

ARTICLE 33
MONITORING DEVICES

33.1 The Employer shall have the right to introduce and use electronic monitoring equipment ("EME") on any and all Employer owned equipment, including without limitation, global positioning satellite ("GPS") devices, tracking devices, timekeeping devices, log verification devices, locators, on board computers and monitors and on-board camera and event recorders. If necessary, for a driver to perform his or her duties, the Employer will provide reasonable training on the use of the devices. Prior to implementation by the Employer of the use of new types of EME, the Employer shall notify the Union and, upon request, shall meet to explain the equipment and its intended use.

On-Board Camera and Event Recorders.

33.2 A. The purpose of on-board cameras and event recorders is to be a tool to assist drivers to operate their vehicles safely and to improve and take appropriate corrective action with respect to unsafe driving actions.

B. On-board cameras ("Drive Cam") and event recorders may view the interior and exterior of the vehicle. On-board cameras operate on a continuous loop, but no live feed or constant recording or monitoring by the Employer is strictly forbidden and shall be considered a violation of the employee's rights under this collective bargaining agreement subject to grievance and all other remedies as determined by the Union. A recording shall be saved only when triggered by unusual events (e.g., accident, hard braking, swerving or other significant irregular movement) or when manually triggered by the driver. The Union and all drivers will be informed that when triggered, the on-board camera will record and save video and sound data (including conversations) in the vehicle. However, any audio recorded on the on-board camera and event recorders shall not be subject to discipline, transcription, or public release.

C. No employee shall receive discipline based solely on information collected or obtained by an on-board camera or event recorder. Discipline shall not be deemed to be "based solely on information obtained by an on-board camera or event recorder" if the Employer shows the driver the recorder clips and affords the driver an opportunity for explanation as set forth below.

D. Any discipline shall be issued and maintained pursuant to the Just Cause provisions of Article 18. Except for violations of the work rule prohibiting the use of mobile communications devices, a driver: (1) shall not receive discipline for an infraction detected through an on-board camera or other event recorder unless the driver has received training or coaching for the same type of infraction within the preceding 12 months; and (2) shall not be discharged as a result of an infraction detected through on-board camera or event recorder unless he or she has received at least two (2)
documented counseling as the result of the same type of infraction. The second (2nd) documented counseling may subject the employee to suspension at the Employer’s discretion. The suspension will be no more than three (3) of the employee’s workdays, and must have been received by the employee within the immediately preceding twelve (12) months of the current infraction date.

E. If a violation of the Employer work rule prohibiting the use of mobile communications devices while operating an Employer vehicle is detected through an on-board camera or event recorder, the Employer shall not be required to provide coaching or retraining as set forth above in paragraph D and any discipline will be in accordance with Article 18, provided the Employer shows the recorder clip to the driver and Union steward (unless the driver has waived representation) and affords the driver an opportunity to explain why the event was not a bona fide violation, reasonable, lawful, or the recorded evidence is insufficient, unclear, or no longer available from the employer.

F. On a monthly or upon request of the Union, the Employer will provide to the appropriate Union copies of the Event reports for all Drivers in each Terminal who are called upon to review event recorder or video clips:
   1. Date of alleged infraction
   2. Driver name
   3. Truck number
   4. Triggering event
   5. Type of alleged driving infraction
   6. Date reviewed with Driver (as appropriate)
   7. Disposition of alleged infraction

ARTICLE 34
EFA-STM ASSESSMENT

34.1 The Employer may require employees, hired after the effective date of this Agreement, to participate in the Employer’s EFA-STM baseline testing program. The Program includes a baseline assessment, the results of which are stored unread on a secured third-party server. The results are reviewed only in the event an employee reports a work-related physical incident or injury. The baseline assessment is not a pass/fail test, has no impact on the employment, and will not be used in any way to disqualify an employee from employment with the Employer. The baseline assessment includes exercises that model basic physical requirements of a commercial driving job, such as pushing, lifting, and bending. The baseline assessment is noninvasive and measures an employee’s muscle recruitment and activity and range of motion and function. In the event of a work-related physical incident or injury, a second EFA assessment will be conducted to assist with better care if a work-related injury is found.

34.2 The Employer may, at its option, offer the baseline assessment to current employees (employed as of the effective date of this Agreement). The assessment will not be mandatory, and the current employees may decline to be tested. If the assessment is offered to a current employee and the employee elects to be tested, then that employee will receive pay for travel time to and from the assessment and pay for all time during the assessment at their regular rate of pay. The remaining provisions of section 34.2 will apply to employees who elect to participate in the baseline assessment.
ARTICLE 35
SUBCONTRACTING

35.1 In order to be able to adequately fulfill customer demands and expectations that cannot reasonably or practically be met by using Employer employees, the Employer reserves the right from time to time to engage and utilize temporary or seasonal employees from employee leasing agencies or other sources (“leased drivers”).

35.2 To fulfill customer demands and expectations that cannot reasonably or practically be met by using Employer employees and/or equipment, the Employer may also subcontract with subcontractors to run routes using the subcontractor’s equipment and employees (“subcontracts”). Any subcontract would be limited to specific trips and/or routes for a specified time period.

ARTICLE 36
DRUG TESTING & DOT PHYSICALS

36.1 The Employer requires drug/alcohol testing of its employees to the extent authorized or required by applicable law. Testing may also occur when reasonable suspicion exists and the person observing the employee has completed reasonable suspicion training. The Employer will designate the drug/alcohol testing facility for all employee drug/alcohol testing. Employees will timely and properly comply with this provision. Failure or refusal to submit to a sobriety/drug test or failure to pass a drug/alcohol test with appropriate just cause to test is subject to Article 37, Section 2 of this Agreement.

36.2 The Employer will pay the cost of all examinations/testing. The Union agrees that it will cooperate with the Employer in maintaining a drug free/alcohol free workplace.

36.3 The Employer maintains a list of Employer Designated Clinics with DOT certified medical providers. Employees must select one of the clinics for their DOT certified physicals. The Employer also uses a third-party consortium to manage the Employer wide selection, paperwork, and billing with these clinics. The Employer shall pay the cost of the examination.

ARTICLE 37
WORK RULES

37.1 The Employer retains the right to promulgate, modify and post such rules and regulations, not in conflict with this Agreement, as it may, from time to time, deem best for the purposes of maintaining order, safety and/or effective operation of its business and, after being posted in the office for seven (7) days, to require compliance therewith by employees. The Union has the right to protest any such rule or regulation, not contained in this contract or addendum thereto, through the grievance procedure at the time of the posting or at the time any such rule or regulation is applied to any employee.

37.2 Subject to the Grievance procedure. It shall be considered just cause for immediate discharge or any lesser pursuant to Article 18 (as an example, any incident or violation contained in this section could be the equivalent to 2 documented counseling), when in the discretion of the Employer, without prior written warnings, if the employee engages in conduct including: possession or consumption of alcoholic beverages on Employer property, in, or around Employer property or
the property of others; falsification of time records, DOT logs or Postal Service records; physical violence while on Employer property or on duty; un-insurability; failure to meet the standards set by the United States Postal Service; Gross Insubordination towards Employer, Supervision, or Customer; any preventable accident caused in part by the Driver while using a prohibited mobile communication device, as cited in FMCSA (DOT Regulations 392.82, as amended from time to time); or any preventable accident caused by the Driver drifting off or falling asleep

37.3 For the purposes of this Article, a “preventable accident” is an accident (as defined in Section 390.5 of the Federal Motor Carrier Safety Regulations) in which it is determined that the employee’s error, negligence, recklessness, intentional conduct or failure to observe traffic laws or regulations was a contributing cause to the accident. Such determination may be made by (i) an independent safety consultant or accident reconstruction expert selected by the Employer; (ii) by a court of competent jurisdiction in any civil or criminal matter; or (iii) by the Employer in its discretion. Any reference to “serious” preventable accidents, is made with the understanding that the Employer shall have wide latitude in determining what constitutes a “serious” preventable accident, as long as such determinations are not arbitrary, capricious, or discriminatory. If the employee has not been involved in an at-fault accident during his or her employment with the Employer, the Employer shall consider discipline less than discharge.

37.4 Disobedience of such a rule, regulation, instruction or order in violation of this section shall be subject to the provisions of Article 18. However, in the case of discharges based upon the conduct specified in Section 37.2 above, the issue shall only be whether the employee engaged in the prohibited conduct.

37.5 Nothing in this Article shall limit any of the Employer’s rights to impose discipline or discharge under any other provision of the Agreement.

ARTICLE 38
ATTENDANCE

38.1 Because of the service nature of the Employer’s business, it is necessary that employees report to work on time, ready to work every day, and to work all scheduled hours and runs. Excessive tardiness and poor attendance disrupt customer service and cannot be tolerated. The Employer has adopted the following standards on the number of allowable absences within a specific period. For purposes of this policy, “an occasion of absence” is defined as the failure to timely report and/or remain at work as scheduled absent any exigent circumstances, as described in this Article.

38.2 This definition includes late arrival, tardiness and early departure, and all other times lost from the job, except:

(a) Holidays;
(b) Vacation;
(c) Death in the immediate family;
(d) Leave due to work related injury or illness;
(e) Approved leaves of absence;
(f) Days on which no work is scheduled;
(g) Time away from work pursuant to the Family and Medical Leave Act;
(h) Time away from work allowed as an accommodation to an employee with a disability;
(i) Military leave; and
(j) Excused absence or tardiness.

If an employee is going to have an occasion of absence the employee should notify the dispatch office or Terminal Manager at least four (4) hours in advance of the scheduled work time if possible. If tardiness, notice must be provided as soon as practicable.

An occasion may not be deemed excused simply because of timely notification. The employee may contact the Terminal Manager to inquire whether the occasion of absence is excused or unexcused. The employee will be provided an opportunity to provide documentation to change the related to absence or tardiness to be recorded as "excused".

Employees who report in a condition considered not fit for work will not be allowed to work, may be disciplined, and may be counted as absent. Employees who report for work without proper equipment or in improper attire may not be permitted to work but will be given sufficient time to remedy all dress code, and or equipment problems, provided they are still able to commence at their scheduled start time.

38.3 When an employee has one (1) or more unexcused absences recorded against them, the employee will be issued a documented counseling statement and be provided a copy of this Article, and the employee will be informed that subsequent unexcused absences within a 12-month period could result in additional progressive discipline.

Additional progressive discipline for unexcused occasions of absence shall be issued as follows:

(a) Upon two (2) occasions of absence in a 12-month period, the employee will be issued a Written Warning concerning attendance standards.
(b) Upon three (3) occasions of absence in a 12-month period, the employee will be issued a Final Warning concerning attendance standards.
(c) Upon four (4) occasions of absence in a 12-month period, the employee may be discharged from employment.

Current employees as of the date of adoption of this Agreement will be provided with a copy of this Article and informed of their current number of occasions of absence (s). Employer may notify the employee that further events occurring within applicable 12-month period may result in discipline up to and including termination from employment.

38.4 If an employee is tardy on two occasions within the applicable 12-month period, it shall constitute one occasion of absence. If an employee is tardy on consecutive days, each day shall be considered a separate occasion of tardiness.

38.5 If an employee is absent from work on consecutive days due to the same illness or injury, the absence will be treated as a single occurrence. If an employee fails to report to work without calling...
dispatch at least four (4) hours in advance of the scheduled start time, each occurrence shall be treated as 1 ½ occasions of absence under this Article unless excused.

38.6 If an employee fails to notify dispatch before their scheduled run time of an absence this shall be considered a no call no show (does not apply to excused absences) and counts as 2 occasions under section 3 of this Article.

38.7 If an employee fails to report to work without calling in on four consecutive scheduled workdays, the employee will be considered to have abandoned his or her job and otherwise resigned without notice and the employment will be terminated effective the day after such fourth consecutive scheduled workday. Exigent or emergency circumstances will be given consideration and may not be cause for discipline in the Employer’s discretion.

THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, executors, successors, and assigns.

THIS AGREEMENT shall go into effect on December 5, 2021, and shall continue in full force and effect until December 4, 2024, and shall continue thereafter on an annual basis from year to year unless written notice of desire to amend the Agreement is given by either party sixty (60) days prior to December 4, 2024, or sixty (60) days prior to December 4th of any subsequent year.

EXECUTED at Chicago, Illinois, this __ day __, 202__.

FOR THE EMPLOYER

FOR THE UNION

ADDENDUM 1
WORK RULES

The following are the Employer’s work rules, discipline may be given to employees for violations of the following rules subject to the collective bargaining agreement applicable law, and the grievance procedure.
1. DWI or DUI convicted for driving while intoxicated any vehicle. Upon being charged with DWI or DUI, the employee shall immediately be placed on unpaid suspension pending judicial determination or pending any determination of ineligibility issued by the United States Postal Service.
2. Unlawfully leaving the scene of an accident (hit and run).
3. Any act of dishonesty or theft from the Employer, a customer or another employee of the Employer.
4. Substantiated, unauthorized possession use or misuse of Employer property.
5. Possession of firearms or explosives in or on Employer property or a postal facility.
6. Having an at-fault accident while operating Employer’s vehicle.
7. Fighting while in or on the Employer’s property or while on duty.
8. Insubordination.
9. Gambling while in or on the Employer’s property or while on duty.
10. Substantiated instances of Intentional material omission of facts. Falsification of Employer records (including personnel records) or giving false information, which are required by local state, federal or DOT rules and regulations.
11. Substantiated Verbal or physical abuse of any co-worker, customer, or customer employee or other forms of harassment be they sexual or otherwise.
12. Intentionally engaging in horse play or practical joking which endangers the safety of any person or property.
13. Engaging in conduct attributable to the Driver (e.g., Elog violation, not possessing eyeglasses, hearing aids or medical card, etc., but not including mechanical or inspection defects) which results in an out of service event per DOT regulations.
14. The use of any mobile communication device without a hands-free device, while operating an Employer vehicle.
15. Smoking in Employer Vehicles

EXECUTED at Chicago, Illinois, this \underline{4th} day of \underline{22}___

FOR THE EMPLOYER

FOR THE UNION

Page 21 of 21