



COLLECTIVE BARGAINING AGREEMENT

Between

**Great Lakes Area Mail Haulers, Local 8008
American Postal Workers Union, AFL-CIO**



And

B & B Trucking, Inc.

April 1, 2018 – March 31, 2022







TABLE OF CONTENTS

		Page
Article 1	Agreement.....	1
Article 2	Purpose	1
Article 3	Recognition.....	1
Article 4	Equal Employment Opportunity.....	1
Article 5	Employment Status.....	1
Article 6	New Hire Orientation Period.....	2
Article 7	Safety and Health.....	2
Article 8	Seniority.....	5
Article 9	Job Preference.....	5
Article 10	Work Force Reduction.....	8
Article 11	Transfers	8
Article 12	Leaves of Absence	9
Article 13	Military Leave	10
Article 14	Bereavement Leave	10
Article 15	Jury Duty	10
Article 16	Leave for Union Business.....	11
Article 17	(Reserved for Future Reference)	11
Article 18	Attendance Policy.....	11
Article 19	Subcontracting	14
Article 20	Wages.....	14
Article 21	Vacation	17
Article 22	Holidays.....	18
Article 23	Holiday Banking.....	19
Article 24	Health and Welfare	20
Article 25	Health Plan Benefits	21
Article 26	Pension Plan Benefits	21
Article 27	Life/Short Term Disability Insurance	21
Article 28	Other Insurance.....	22
Article 29	Reporting and Injury.....	22
Article 30	Privacy Policy.....	22
Article 31	Cooperation.....	22
Article 32	Certification and License Requirements.....	23
Article 33	Dispatch	24
Article 34	Personnel Files.....	24
Article 35	Employee Information or Change in Personnel Status.....	25
Article 36	Postal Form #5500.....	25
Article 37	Driver Efficiency	26
Article 38	On Board Recording Device.....	26
Article 39	Passengers.....	26
Article 40	Fueling of Trucks.....	27
Article 41	Cleaning of Trucks.....	27
Article 42	Use of Shop Facility and Equipment.....	27





Article 43	Performance Evaluation.....	27
Article 44	Disciplinary Procedures.....	28
Article 45	Dress Code.....	29
Article 46	Bulletin Boards	29
Article 47	Visitors.....	29
Article 48	Illegal Drugs, Substance Abuse and Alcohol Abuse.....	29
Article 49	Non-Smoking Policy	31
Article 50	Separation Settlement	31
Article 51	Anti-Harassment Policy.....	31
Article 52	Workplace Violence and Weapons Policy	32
Article 53	Dissemination of Company Information	33
Article 54	Dispute Resolution.....	33
Article 55	Management Rights	37
Article 56	Successors and Assigns/Novations	37
Article 57	Union Security	37
Article 58	Dues Check-off.....	38
Article 59	Rights of Stewards/Grievant(s).....	38
Article 60	Right of Union Officials to Enter Facilities.....	39
Article 61	No Strike/No Lockout.....	39
Article 62	Savings Clause.....	39
Article 63	Complete Agreement/No Waiver.....	39
Article 64	Duration of Agreement	40
Appendix A	41
Appendix B	46
Appendix C	49





Article 1 AGREEMENT

THIS AGREEMENT entered into this 1st day of April, 2018, by and between B & B Trucking, Inc., (hereinafter referred to as the Company) and the Great Lakes Area Mail Haulers Local of the American Postal Workers Union (hereinafter referred to as the “Union”).

Article 2 PURPOSE

To establish wages, hours of work, fringe benefits, and other terms and conditions of employment. The parties have met and have agreed upon these items and desire to place said agreement, with the ratification of the Union membership, in writing as follows:

Article 3 UNION RECOGNITION

The Company recognizes the Union as the sole and exclusive collective bargaining agent for all its Regular Full-Time, New Hire Full-Time, and Regular Part-Time truck drivers. This Agreement and the provisions hereof shall be applicable to all Regular Full-Time, New Hire Full-Time, and Regular Part-Time truck drivers of the Company. The Company will continue to make every reasonable effort to preserve truck driving work for members of the Union’s bargaining unit.

Article 4 EQUAL EMPLOYMENT OPPORTUNITY

B & B Trucking, Inc. believes that equal opportunity for all employees is important for the continued success of the business. The Company will not discriminate on the basis of race, religion, national origin, ancestry, sexual orientation, age, marital status, lawful use of products, union activity, and/or any physical or mental disability. Additionally, the Company will not discriminate on the basis of one’s status as a disabled veteran, membership in the National Guard, State of Defense Force, or any Reserve component of the military forces of the United States or any state.

This policy shall apply to all phases of the employment relationship including the hiring, upgrading, promotion, transferring, laying off, terminating, compensating and recruitment of personnel.

Article 5 EMPLOYMENT STATUS

Drivers for B & B Trucking, Inc. will be employed under one of four circumstances, as described below. This employment status will determine the manner in which the driver participates in the various benefit programs offered by the Company. (See: Employee Benefits Plan Summary.)





Regular Full-Time Employees

Any employee, who has completed the orientation period, is scheduled to work a minimum of thirty-two (32) hours per week and is expected to maintain continuous, regular, full-time employment status.

New Hire Full-Time Employees

Any newly-hired or rehired employee who is scheduled to work a minimum of thirty-two (32) hours per week and has not completed his or her orientation period.

Regular Part-Time Employees

Those employees who are scheduled to work less than thirty-two (32) hours per week, and who are expected to maintain regular, part-time employment.

Casual Employees

Any employee whose services are intended to be limited in duration; normally not to exceed more than 520 hours per calendar year. Casual employee(s) will not be assigned work in lieu of hiring Full-Time and Part-Time employees.

Article 6 NEW HIRE EMPLOYEE ORIENTATION PERIOD

All newly-hired and/or rehired employees shall be on employment orientation until they have worked **four (4)** calendar **months** from date of hire. The Company may, with the Union's agreement, extend an employee's orientation period by up to 30 calendar days. The purpose of this orientation period is to provide management the opportunity to train the employee and evaluate the employee's skills and other attributes so that they can determine whether the employee can become a successful Regular Employee. Appropriate management personnel will work closely with newly-hired employees during their orientation period in explaining Company policies and procedures.

When requesting change to Regular Full-Time status, all Regular Part-Time employees will be employed as New Hire Full-Time employees whose orientation periods will not exceed sixty (60) calendar days, provided they have a minimum of six (6) months service as Regular Part-Time employees. Casual employees changing to Regular Full-Time status must fulfill the new hire orientation period **if less than 520 hours have been completed.**

During the orientation period the employee shall have no seniority status and may be laid off or discharged at the sole discretion of the Company, with or without cause and without recourse to the Dispute Resolution Procedure, in relation thereto.

Article 7 SAFETY AND HEALTH

It is the responsibility of the Company to provide safe and healthy working conditions for matters under the Company's control. The Union will cooperate in this endeavor. Drivers are encouraged to participate in the safety programs and to report any concerns about the safety of facilities, trucks, trailers or equipment to Dispatch, Safety Administrator, or Maintenance Department. The Company will provide forms to be used by drivers for this purpose, and the Company will investigate and respond to all safety complaints. The Union will be provided copies of all written Company responses.





Section 1. Joint Safety Committee

The Union and Company will form a Joint Safety Committee which will be comprised of two official representatives of each party and will meet quarterly upon request of either party, unless mutually agreed to by the parties to meet more frequently or increase the number of official representatives. The time spent serving on this Committee by Union representatives, up to two hours per meeting, shall be compensated at the Company's meeting and training pay rate. Either party may include additional attendees for specific reasons, although additional Union attendees will be on a voluntary and non-paying basis. The Committee will review responses to safety complaints, help monitor the safety program, identify safety concerns, and promote solutions.

Section 2. Layover Quarters/Facilities

The Company is committed to providing, and the drivers are committed to maintaining, safe and clean layover quarters/facilities conducive to obtaining proper rest. The safety and cleanliness of layover quarters/facilities will be proper subjects for the Safety Committee.

Section 3. Pre-Trip and Post-Trip Inspections

In accordance with DOT Regulations, the Company will not require employees to drive unsafe vehicles. Each employee is responsible for conducting a pre-trip inspection. It is the employee's responsibility to notify Dispatch of any damage to the equipment or repairs the employee believes are necessary before beginning his or her assigned run. All equipment deemed unsafe, damaged or in need of repair will be appropriately designated "out-of-service," and the employee will be reassigned to other available equipment. No vehicle will be placed back in service and no driver will be asked to operate such vehicle until such time as safety issues have been resolved. In the event the Company effectively resolves the damage/ repair issue or demonstrates the vehicle is safe, the employee is responsible to begin the assigned run. Ultimately, the determination of whether a vehicle is in safe operating condition will be made in full accordance with DOT Regulations, Section 396.13. There will be no retaliation against any driver for abiding by DOT Regulations.

Under no circumstances when an employee contacts a Company representative regarding an out of service issue will the Company representative require, ask, mislead, suggest or pressure the driver to violate DOT Regulations. Such action will not be tolerated by the Company.

Following the pre-trip inspection, the driver may be held liable for any subsequent citations and/or fines arising from the operation of faulty equipment, except where the specific damage/repair issue was the subject of a pre-trip discussion between the driver and any Company representative, such discussion is noted prior to departure by the driver using the on-board recording device, or the damage/repair issue arose during the run subsequent to the pre-trip inspection. In the latter event, drivers are required to contact Dispatch (e.g., by phone, electronic on-board recording device, etc.) to discuss resolution of the issue, including the possibility of minor repairs the driver believes he or she is capable of making. In such event, the driver will not be held liable for any damage to the vehicle that results from the driver's negligence in performing such repairs.

Each employee is also responsible for conducting a post-trip inspection of each assigned run in accordance with DOT Regulations. The Company will provide DOT approved forms for both pre- and post-trip inspections.





Section 4. Inclement Weather Policy

The parties agree that there are days when inclement weather makes it difficult, at times even impossible, to travel, whether to and from work or in the course of performing transportation work for the USPS of other customers. All drivers are required to make every possible effort to report to work and perform their assigned, scheduled route whenever possible. The Company will not place drivers in undue peril because of bad weather, and the parties agree the drivers must adhere to directives of local, state, and/or federal authorities.

For purposes of dealing with inclement weather situations, the following protocols will be followed:

1. Drivers will not presume, based on the weather observation, reports or forecasts that they have been released from duty unless and until they have been informed directly by a B&B Dispatcher or Manager. They are expected to report for work as scheduled.
2. If a driver in good faith believes that travel to work is impossible due to the weather, the driver has the obligation to keep his/her phone on and remain available for calls from the Company.
3. If weather conditions improve, and the directives of local, state, and/or federal authorities allow, drivers are required to report for work unless they are advised during their scheduled shift not to report by a B&B Dispatcher or Manager.
4. In the event a driver is operating a scheduled route when inclement weather and/or directives of local, state, and/or federal authorities impedes or prevents their progress, the driver must call in (e.g., phone, electronic on-board recording device, etc.) to provide updated status reports no less often than every hour. In this event, the driver must remain with their vehicle, unless ordered otherwise by local, state, and/or federal authorities, or advised by a Company Dispatcher or Manager that other arrangements have been made.

Section 5. Safety Rules

The parties agree the Company may fairly implement and enforce reasonable safety rules and procedures for its driver employees, including accident reporting, accident investigation and review, trailer drops, securing of loads and decision driving principles.

If an employee accepts a determination that an accident resulting in property damage was “preventable,” the Company will offer the employee the option to pay for the damage to equipment or property in lieu of accepting a “preventable accident” on his or her safety record, subject to the following criteria:

1. The damage is \$600 or less.
2. The driver is eligible to exercise this option a maximum of two times in any continuous or rolling one-year period.
3. The driver must request this option in writing on a form provided by the Company.
4. The driver must agree to pay the amount owed either by check, money order, credit card or payroll deduction at a minimum of \$50 per week until paid in full.

If the driver’s employment terminates for any reason before payment in full has been made, the remaining amount due may be deducted from the employee’s final paycheck, subject to applicable legal limitations.





Section 6. Safety and MVR Award Program

The Company will continue to provide a Safety and MVR Award program (See, Appendix C).

Article 8 SENIORITY

Seniority is defined as an employee's length of continuous service with the Company since his/her last date of hire as a Regular Full-Time employee or regular part-time employee in a bargaining unit classification. Upon successful completion of the orientation period, the employee's name shall be added to the seniority list and considered a Regular Full-Time employee. In the event multiple employees have the same date of hire, seniority ranking shall be determined by the last four digits of the employees' social security numbers, from lowest to highest. The seniority date shall be the date of a driver's first run, but the Company's offer of drivers' first runs among drivers with the same orientation date shall be by order of social security numbers, above.

The Company will maintain separate seniority lists for Regular Full-Time and Regular Part-Time employees. In addition, the seniority of drivers in Class A bid jobs will be separate from that of drivers in Class B bid jobs. Seniority may be adjusted in accordance with other provisions of this Agreement.

Employees will lose their seniority and their employment will terminate if any one of the following events occur:

- Employee voluntarily leaves, quits or is discharged for just cause.
- Employee accepts employment elsewhere while on leave of absence or gives a false reason for obtaining a leave.
- Employee overstays a leave of absence without notifying and obtaining Company approval before the scheduled date of return, unless circumstances reasonably prevent the employee from complying with these requirements.
- Employee fails to return to work after an injury or illness when he has been released to do so by the Company's doctor, or any other doctor.
- Employee fails to return to work when recalled from layoff within three (3) weeks after being notified by the Company to return to work, either by completed phone call with the driver or United States mail, with delivery receipt, addressed to the last address the employee has on file with the Company. However, the employee is required to notify the Company of an intention to accept recall and return to work within seven (7) days of receipt of the recall notice.
- Employee is absent from work more than once, without prior notification to his/her supervisor and without presenting an excuse for the failure to notify that is acceptable to the Company. This provision does not apply when the employee's failure is caused by the Company.
- Employee is laid off for twelve (12) continuous months.

Article 9 JOB PREFERENCE

The Company will make every reasonable effort to offer its trucking services using full-time employees and will create, post, and fill bid jobs accordingly. On or about August 1st of each year, drivers will be allowed to bid on available trips or





jobs by use of their bargaining unit seniority. At least five (5) days prior to the annual posting of bids, the Union will be provided a copy of the job bids. The following bid information shall be included with respect to each job bid:

1. Bid Number
2. Complete Anticipated Schedule*, including total benchmark hours per trip, hours per day, and scheduled days
3. Rate of Pay, per attached current Appendixes A and B*
4. Rate of fringe benefits, per attached current Appendixes A and B*
5. Anticipated Frequency*
6. Point of Origin and Destination

*The parties acknowledge this information is subject to change based on Postal Service and U.S. Department of Labor requirements. The Company shall use its best efforts to ensure the accuracy of this information.

An "office" copy of all available bids for the open bidding date will be placed in the drivers' room as far in advance of the open bidding date as reasonably possible in order to provide drivers an opportunity to review available jobs in advance of placing a bid. This copy must remain on Company premises and pages must not be removed from this copy. The Company also commits to a reasonable effort to develop a system of securely posting bids on its website. A second copy of all available bids will be provided to the driver whose turn it is to bid.

Drivers will be notified of the job bidding opportunity and will be required to submit their bid intention within 12 hours (24 hours where there are no yards to place bid package) of receipt of the bid package (usually upon arriving at the terminal at the completion of their workday) except in extenuating circumstances (i.e., vacations, medical leave, personal leave, etc.). Management personnel will make every effort to communicate bidding opportunities in advance of or during these events. The Company commits to making a reasonable effort to develop an on-line bidding process for those drivers who wish to use same.

Drivers who do not notify management of their bid decision within the time limit, above, will be automatically placed on the "Extra Board" where his/her current seniority status will apply or, in the absence of an Extra Board, in an open bid job at the same location.

In addition, the following will apply:

1. The Company will design routes with the goal of equalizing overall hours, avoiding layovers, standardizing basic hours of work and providing employees consecutive days off at their home terminal, to the extent reasonably possible and practical.

2. In the event of a service change from our customer that causes a change to bid runs in a specific location, the Company will make every possible effort to assure the following takes place within three (3) weeks:

- A. Implementation of a bumping procedure if any of the following occur with respect to runs impacted by the service change: i) a greater than 10 percent (10%) reduction or fifteen percent (15%) increase in weekly hours; ii) a greater than three (3) hour change in either starting time or ending time; or iii) all scheduled days off are changed.
- B. If any of the criteria set forth in A., above, are met or exceeded, the bumping procedure will commence starting with the senior affected driver on down.
- C. In this bumping procedure, all drivers not impacted by the bumping will remain in their bid jobs.





D. Bid jobs impacted by customer service changes that take place thirty (30) days or less prior to an open bidding date will be assigned to the affected employees without regard to a bumping procedure.

3. The Company will notify or confirm to the Union customer changes at or prior to the time drivers are impacted by the changes. In the event of multiple service changes, the most recent change will take precedence over prior changes. If the job bidding procedure is already in process, it would cease and start over with implementation of the most recent change.

4. In the event of a bid job becoming vacant between open bidding dates for any reason other than a service change or a driver's leave of absence, the vacant job will be posted and filled through a seniority bidding process beginning with the next senior driver in that location. If such job becomes vacant within thirty (30) days of the next open bidding date, the vacant job will be filled by the Extra Board.

5. All positions involving contracts anticipated to last longer than six (6) months with a consistent schedule will be included in the bids.

6. All emergency contracts of 6 months or less will not be included during their first term. However, if said contract is renewed for an additional term, it will then be included in the bids at the next open bidding period, provided the service requirements have not changed.

7. The current "Extra Board" bid jobs will remain available and bid as part of the regular bid board in any location. The Company, due to contractual requirements including additions or deletions, may make necessary adjustments in the number of jobs available so long as there has been notice to the Union and, if requested, discussion before implementation of the adjustment.

8. "Extra Board" bid positions will be dispatched first by seniority, available hours of service, and then by the job with the most hours to be covered. Jobs that need to be covered may include any location and for any length of time.

9. When driver absences are anticipated to last longer than three (3) weeks, Extra Board drivers, in order of their placement on the Extra Board starting with the senior bid job driver, may bid to "hold down" the assigned job of the absent driver. The Extra Board driver accepting the "held down" job must then remain in that job until the earlier of the absent employee's return to work or the next following open bidding date, at which time the Extra Board driver will return to his or her previous job or the job into which he has bid on an open bidding date. If the Extra Board driver elects not to complete the "held down" job for the entire period, he will be returned to the Extra Board, but not in a bid job.

10. If, after a given bid cycle is completed and one or more bid trips have not been chosen or bid by a driver, the Company reserves the right to assign the lowest seniority employee(s) to the open bid trip(s).

11. Class A bid jobs are separated from Class B bid jobs. However, the Company may post Class B driving assignments to a Class A bid in any situation where the Route Contract(s) between the Company and the Postal Service or other customer expressly require(s) both Class A and Class B service. The Union will be offered the opportunity to review such Route Contract Schedule Plate(s) prior to the posting. This provision shall apply only to bid postings and shall have no application to daily driving assignments. The Company will not, in the absence of changes in Route Contracts by the customer, use this provision to eliminate Class B bid jobs.

12. Drivers absent from work on a leave of absence shall not be eligible to bid on an open bidding date unless there is a reasonably certain prognosis or commitment





for return to active duty within forty-five (45) days from the date of the employee's turn to bid.

The Company reserves the right, in the following unusual circumstances, to refuse to grant a submitted bid to a given employee(s) or during the year to transfer employees off their bid trip to another trip for the following reasons: A) on the order of the Postal Service or other customer; B) lack of safety qualifications, training, or licensing for the specific run (e.g., foreign country), equipment (e.g., doubles) or freight (e.g., steel hauling); C) reasonable accommodation requirements under applicable law; D) discipline for just cause.

Article 10 WORK FORCE REDUCTION

If the Company determines that it is necessary to reduce the number of employees working at a given terminal or at all terminals, the Company will implement the following lay-off procedure.

- For short-term, temporary layoffs not to exceed fifteen (15) work days, the Company will reduce its workforce without regard to seniority, but the employee(s) to be laid off shall have the choice of working the Extra Board or taking the layoff.
- Layoffs in excess of fifteen (15) working days, bargaining unit employees with the least seniority at the terminal where the layoff is required will be laid off, provided that the remaining employees possess the ability to perform all aspects of the available work.
- Employees laid off as above (other than in a temporary layoff) may bump an employee with less seniority in the bargaining unit, at his/her terminal, provided they have the ability to satisfactorily meet normal requirements of the position they bump without trial or training. The employee who is bumped may, in turn, bump an employee with less seniority in the bargaining unit at the terminal whose job he is capable of satisfactorily performing without trial or training.
- The Company reserves the right to reduce the hours worked per week by employees in lieu of laying off employees provided it does not impact employee status as defined in the Collective Bargaining Agreement.
- Employees will be recalled to their classification at their terminal in the inverse order of layoff, provided they are capable of satisfactorily performing the then available work without trial or training, and provided further they have the proper licenses and certifications.
- Prior to laying off Regular full-time employees, the Company will lay off Regular Part-time employees working at the same location.

Article 11 TRANSFERS

Drivers may request to voluntarily transfer between terminals, as well as between Class A and Class B divisions, providing a position is available in the desired Class at the location or terminal to which the driver wishes to transfer. The following will apply:





A. Transfer between Terminals

1. The location or terminal must be, **by written agreement between the Company and Union, properly separate and apart** from the driver's **then current** home terminal.
2. Driver will lose "Bid Seniority" at prior location, **unless the Company and Union mutually agree otherwise.**
3. Driver will go to **the** bottom of **the** bid seniority board at his/her new location.
4. Driver will retain all currently accrued benefits.

B. Transfer between Class A and Class B

Should any Class A driver express an interest in operating in the Class B division, the Company will allow the driver to transfer to the other division, providing there is a job opening available in that division. The Class A driver would forfeit his/her bid seniority position in the Class A division and start at the bottom seniority of the Class B board. All Company benefits would remain as is at the time of the transfer.

Likewise, should any Class B driver acquire a Class A license and express an interest in a transfer to that division, the Company will give hiring preference for available Class A positions to such Class B driver provided that driver meets all Company tests, standards and requirements for Class A drivers. The driver would forfeit his/her bid seniority position in the Class B division and start at the bottom seniority of the Class A board. The driver will be required to complete the normal Orientation Period in the Class A position, but all company benefits would remain as is at the time of transfer.

Article 12 Leaves of Absence

Personal Leave

An employee may be granted a leave of absence for personal reasons, without pay and without loss of seniority, for a period not to exceed ninety (90) calendar days, provided he/she obtains advance written permission from the Company and at the Company's sole discretion. Leaves of absence will not be given for the purpose of enabling any employee to work for another employer, and any employee who works for another employer during a leave of absence without the Company's written permission will forfeit his/her seniority and be severed from employment.

Accrual of Seniority and Benefits While On Leave

Employees shall accrue seniority while on vacation, holidays or while on an approved leave of absence not exceeding nine (9) months. However, they shall not earn vacation benefits or be eligible for holiday pay while on a leave of absence.

Employees may be eligible to continue insurance coverage for additional time during leave, following termination, or at other times in accordance with COBRA or other governing insurance laws.

Workers Compensation

The Company will abide by all applicable Workers Compensation laws.

Medical Leaves

Eligible full-time employees who are unable to perform their regular job because of a medical condition certified by a medical professional will be entitled to a leave





of absence and may be entitled to short-term disability payments in accordance with the terms set forth in the Company's policy. Such employees shall be entitled to a leave of absence of up to nine (9) months for the purpose of recovering from the medical condition.

Subject to the employees' rights under applicable law, such employee's job may be opened for bids from Extra Board employees in accordance with this Agreement, and from other employees at the next following open bidding date. Upon return from leave of absence, the employee shall be returned to his/her previous job, if available, or to the Extra Board until the next available open bidding date. Should the employee fail, within the nine-month period, to either return to work or furnish the Company with medical certification of anticipated return to work within a reasonable time thereafter, the employee will forfeit his/her seniority and will be severed from employment.

Family Medical Leave

The Company will comply with the minimum provisions of the Family and Medical Leave Act (FMLA). The Company's FMLA Policy is separately published to all personnel.

Article 13 MILITARY LEAVE

The reinstatement rights of an employee who enters the military service of the United States by reason of an Act of Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights. A leave of absence without pay shall be granted to an employee who is active in the National Guard for the purpose of fulfilling their annual field training obligations, provided the employee makes a written request for such leave of absence immediately upon receiving orders to report for such duty.

Article 14 BEREAVEMENT LEAVE

Regular full-time employees who are absent from work due to death of a member of their immediate family, i.e. father, mother, current parent-in-law, sister, brother, spouse, child, or grandchild, will be paid three days pay at eight (8) hours per day for each such absence. Payments will not include periods of occupational injury or illness, approved leave of absence, military leave or Family and Medical Leave (FMLA). Requests for additional time off with or without pay will be granted where appropriate and possible.

Article 15 JURY DUTY

An employee who is summoned for jury duty according to applicable state or federal law will be released from work for period(s) of time necessary to perform jury duty. The employee should inform the Company as soon as possible after being summoned, so that proper arrangements can be made. Employees will be paid for





time spent on jury duty, up to a maximum of forty (40) hours per year, provided the employee submits the Jury Duty stipend to the Company.

Article 16 LEAVE FOR UNION BUSINESS

The Company will grant unpaid time off to an employee at the request of the Union for union business, including but not limited to leave for conventions, conferences and training, provided the Union's request is made as far in advance as reasonably possible and in no event less than two (2) weeks in advance, the Company's operations are not disrupted by the leave, and no single employee has more than one (1) week of Union business leave per calendar year. For the GLAMH Union President (or his/her designee), the above limitation shall be three (3) weeks per calendar year. Additional unpaid leave for Union business may be requested and shall not be unreasonably denied.

The limitations above shall have no application to Union representatives meeting or preparing to meet with Company officials in collective bargaining negotiations or meeting with Company officials in the grievance procedure.

Seniority and benefits will continue to accrue during any period of Union leave, subject to the loss of seniority provisions of this Agreement.

Article 17 [RESERVED]

Article 18 ATTENDANCE POLICY

It is recognized that good attendance by all employees is an essential part of the success of the company.

TO REPORT AN ABSENCE

If an employee cannot come to work, he/she must make notification by telephone as soon as the employee is aware of the need for an absence or, at a minimum, eight (8) hours before the beginning of his/her shift, unless circumstances reasonably prevent the employee from complying with the eight (8) hour requirement or the employee has previously requested time off and has received confirmation of the request. **Any call-off within one (1) hour before the beginning of the shift shall be a violation of this Article, unless a bona fide emergency arises within such one (1) hour period.** When an employee must call in to report off, the employee must do so by 1.) **notifying Dispatch, making sure to get the dispatcher's name who takes the call,** and 2.) **calling the number(s) on the card supplied by the Company to all drivers and responding to the automated system.** The system must be called after each doctor visit if leave is extended.

A. ATTENDANCE OCCURRENCE:

An "occurrence" is when an employee is charged with an unexcused absence, tardiness, leave early, or failure to respond, as defined, below.



**ABSENCE**

An employee is considered absent if he/she performs no work for an entire shift as scheduled, regardless of cause.

TARDY

An employee is considered tardy if he/she is not available for work as scheduled at his/her reporting location for eight (8) or more minutes after the beginning of the scheduled shift.

LEAVE EARLY

An employee who leaves before the end of the scheduled shift will be considered to have an unexcused absence unless excused by Dispatch. Notification to dispatch is required in any leave early situation.

FAILURE TO RESPOND

Each employee while on duty is obligated to either answer his/her on-board recording device, phone or answering device when contacted by the Company, that will allow the employee to respond to the Company's contact as soon as possible, normally within one-half (1/2) hour of the contact, provided it is safe to do so.

B. EXCUSED ABSENCES:

Several reasons for absence from work are excused and not considered in the employee's attendance record. These excused periods include occupational injury or illness, approved vacation, approved holidays, and approved leave of absence, a death in a driver's family, jury duty, subpoenas, military leave, Family & Medical Leave (FMLA), other Company-approved leave or Company-excused absences. In order for an employee's absence to be excused by the Company, the employee must present written physician confirmation of illness/incapacity or other non-medical information to the Company's Human Resources Department within seven (7) calendar days of the absence or as permitted by law, whichever period is greater.

An absence, tardiness or series of unpreventable absences, which is unforeseen and beyond the control of the employee may be excused by the Company, with the understanding the Company shall not be arbitrary or capricious in the exercise of its judgment. In exercising its judgment, the Company may request appropriate confirmatory documentation.

C. CALCULATION OF OCCURRENCES:

1. An absence is considered to be one (1) occurrence.
2. Reporting to work late (Tardy) is one-half (1/2) occurrence.
3. A leave early is considered to be one-half (1/2) occurrence.
4. A failure to respond is one-half (1/2) occurrence.

Tardiness shall be deemed an absence in any situation where the Company has dispatched the tardy driver's run and has no other driving work available for the tardy driver during his or her scheduled shift. If and when the tardy driver notifies the Company of the tardiness, the Company will advise the employee of the status of these circumstances.

A tardy and leaving early will be counted independently if they fall on the same day. That is, the employee will receive one-half (1/2) occurrence for the tardy and an additional one-half (1/2) occurrence for leaving early.





D. MULTIPLE DAY OCCURRENCES:

If an employee is absent for consecutive days for medical reasons or other circumstances under which the employee cannot report for work and the employee notifies the Company of the absence in accordance with this Article, such absence will count as only one occurrence provided the employee presents medical documentation verifying the medical reason or other required follow-up information supporting the need for non-medical absences for any absence of two (2) days or more.

E. ACCUMULATION OF OCCURRENCES:

Occurrences will be administered on an annual basis (July 1 through June 30). Effective July 1 of each annual period, each employee shall receive three (3) occurrence credits, with the understanding that the credits will be no more than the number necessary to place the employee at 0 occurrence points at that time. Occurrences shall result in the following:

1. An accumulation of one (1) occurrence in any annual period will result in a non-disciplinary notice to the employee.
2. An accumulation of two (2) occurrences in any annual period will result in a second non-disciplinary notice to the employee.
3. An accumulation of three (3) occurrences in any annual period will result in a verbal warning that continued poor attendance may result in written warning.
4. An accumulation of four (4) occurrences in any annual period will result in a written warning that continued poor attendance may result in a 3-day suspension.
5. An accumulation of five (5) occurrences in any annual period will result in a 3-day suspension and written warning that continued poor attendance may result in termination of employment.
6. An accumulation of six (6) occurrences in any annual period will result in a review of the circumstances and termination of employment, absent mitigating or other compelling circumstances, with the understanding the Company shall not be arbitrary or capricious in the exercise of its judgment.

F. USE OF VACATION AND BANKED HOLIDAYS FOR ABSENCES

Section 1. Voluntary Requests for Payment

Employees may continue to voluntarily request to be paid for all absences, using their accrued vacation days or banked holidays.

Section 2. Involuntary Assessments of Vacation/Holiday for Payment

Employees will be required to exhaust up to six (6) accrued, but unused, vacation days or banked holidays **for all absences which result in an occurrence or from a failure to report an absence as required by this Article.**

Exhaustion of a vacation day or banked holiday under this provision will not apply to any employee who has an occurrence **point** balance of **2 or less. The exhaustion requirement in this provision will be held in abeyance during the pendency of any grievance filed over it.**

G. EARNED CREDITS

Regular full-time and part-time employees with occurrence points on their records may improve that attendance record with credit points. Employees will earn occurrence point credit in each of the following situations:





1. An employee who has no occurrences for ninety (90) calendar days following his/her last occurrence, exclusive of leaves of absence, will be awarded one-half (1/2) point credit (-1/2 occurrence point).
2. An employee who has no occurrences for an entire annual period shall begin the following annual period with a one (1) point credit (-1 occurrence point), and any employee who has no occurrences for two (2) consecutive annual period shall begin the following annual period **with three (3) points credit (-3 occurrence points)**.

Employees with no occurrence points can accumulate up to three (3) credit points.

Article 19 SUBCONTRACTING

The Company reserves the right to subcontract from time to time in order to be able to adequately fulfill customer demands and expectations that cannot reasonably be met using Company employees. The Company will not subcontract work to deprive employees of work. When subcontracting is used under these provisions, the Company will first notify the Union and afford it an opportunity to discuss the subcontracting.

Article 20 WAGES

HOURLY PAY

The initial hourly rates for all drivers are as set forth in the attached Appendix A, which may be amended from time to time to reflect the effect of the economic adjustment provisions below, which Appendix A is hereby made an integral part of this Agreement. The hourly rates vary by the Postal Service contract, based upon the Postal Service's designated "head-out" point, occupation title, and contract award date. (Appendix B reflects freight rates)

The initial hourly wage rate for any newly awarded contract shall be equal to the amounts stipulated as the prevailing rates defined in the applicable Wage Determination ("WD") issued by the Department of Labor ("DOL") Wage and Hour Division for the respective drivers (e.g. "Tractor Trailer Driver"), for the geographic area which includes the head-out Postal Service facility for such contract as designated by the Postal Service.

ECONOMIC ADJUSTMENT – WAGES

The initial hourly wages specified in Appendix A shall be adjusted biennially as of the biennial anniversary of the effective date of the respective Postal Service contract. The first economic adjustment date under this Agreement will be July 1, 2014.

The respective initial wage rates set forth in Appendix A shall be adjusted, as of the respective economic adjustment dates, by the precise money amount of any adjustment in the above specified minimum wage rate in the respective WD which is effective as of the start of the adjustment period versus the comparable WD minimum wage rate in effect at the time the respective Postal Service contract was awarded or at the time of any prior adjustment.





Saved rates have been identified with an (*) in Wage schedule in Appendix A and will remain in effect until the existing combined Hourly and Health, Welfare and Pension rate per postal contract meet and or exceed such "Save Rates" at which time the applicable WD will become the prevailing rates. Application and future increases will be adjusted in accordance with the above paragraph.

HOURS OF WORK

Individual employee work schedules and specific hours of work depend upon the trip or job number which an employee works. Break times and lunch periods also may depend upon the trip or job number an employee is working; however, the Company reserves the right to schedule and/or assign break and lunch times.

The work week, for pay computation purposes, shall commence with the employee's first route from the on-board recording device ending after 12:00 a.m. Sunday, and continues through the employee's last route from the on-board recording device ending before 11:59 p.m. Saturday.

EXTRA WORK

Extra work shall be paid in accordance with this Agreement **and is defined as any work that is other than the employee's normal bid job, but does not include between one (1) and six (6) hours added to a bid job run due to specific unanticipated circumstances, which shall include Postal Service changes, driver call-offs, equipment breakdowns, run delays and hours of service limitations.** All hours of work are subject to change to accommodate Postal Service commitments or changes in schedules.

A. Normally, drivers are scheduled at least eight (8) days out. **Whenever a driver is assigned Extra Work more than eight (8) days out and such assignment creates a personal difficulty for the driver, he or she must notify Dispatch of the difficulty no less than eight (8) days out. Dispatch will then refer to Subparagraphs B.1.-3., below, in an attempt to cover the Extra Work. Should Dispatch be unable to cover the Extra Work with another driver, the originally assigned driver must accept the Extra Work.**

B. With respect to other Extra Work, assignments will be made based on the following order:

1. **The Company will offer the extra work to the regularly scheduled drivers at the location who are available* to perform the work, the work is offered first to volunteers from the Volunteer list maintained under Article 33.**
2. **If there are no volunteers,** the Company will look first to available* Extra Board drivers, if any, at a particular location. If there is more than one Extra Board driver at the location, the extra work is offered to the senior available* Extra Board driver(s).
3. Ultimately, the least senior available* Extra Board driver at the location may be required to perform the needed work.
4. If there are no **available* Extra Board drivers,** the Company will assign the work to the least senior available* regularly scheduled driver(s).

* For purposes of Extra Work addressed in this Article, the term "available" is based upon qualifications, the driver's remaining scheduled hours for the day/week, and the driver's next scheduled start time.





Senior employees are expected not to abuse their privilege of declining extra work such that less senior employees are constantly forced to work. The Company reserves the right to require employees to carry paging devices during off duty hours and to require the employee to respond when paged by the Company.

INCENTIVE PAY/VOLUNTEER RUNS

- 1. If an employee agrees to accept a run made open by another employee's call-in within twenty-four (24) hours before the start of the scheduled shift, the employee accepting the run will be awarded a wage increase for the volunteer run equal to \$5.00 per hour.**
- 2. If an employee is involuntarily dispatched off his or her bid run for reasons other than his or her own tardiness or an altered run on an otherwise scheduled day of work per Postal Service direction, or the employee volunteers for extra work under Section B.1., above, the employee will be awarded a wage increase for the volunteer run equal to \$5.00 per hour, recognizing that Dynamic Routing Optimization may result in changes to the bid runs themselves and not dispatching off the bid run for purposes of this provision.**
- 3. To be eligible to receive the additional \$5.00 per hour, a driver must work all of his or her other scheduled hours in the week of the additional pay. If a driver believes he or she is entitled to the additional pay, he or she should note same on that week's time card and return it immediately to the Company if he or she has not received the additional pay.**

REPORTING PAY

All drivers reporting to work who are not assigned driving duties shall be entitled to a minimum of four (4) hours pay at their regular rate, or the rate of the call-in assignment, whichever is greater, unless the Company has called them at least one (1) hour in advance of their shift starting times.

HOURLY WAGES

Drivers are paid at the hourly rate assigned to the contract under which they are operating. If this status changes during the day, the driver is to view on the on-board recording device to confirm that it displays the correct contract and trip number (or "route number") for all time spent during operations.

EXEMPT STATUS (Overtime Hours)

Drivers will receive no additional compensation (overtime pay) for extra hours worked over eight (8) hours per day and/or over 40 hours per week.

TRAVEL TIME

When drivers are required to travel in Company or their own non-commercial vehicles, they shall be paid in accordance with the applicable route contract. In addition, use of personal vehicles shall be compensated at the IRS approved rate per mile.

PAYROLL CHECKS

It is the driver's responsibility to verify their Time Card for completeness and accuracy by signing and turning it in as per Company policy. Employees will be paid bi-weekly through direct deposit, no later than Friday for the two (2) weeks ending the preceding Saturday. In the event a driver notifies the Company that it has made a





mistake on his/her paycheck, the Company will provide the driver additional payment, if necessary to correct the error, within two (2) business days of being notified.

Article 21 VACATION

Paid vacation time is determined each year at the anniversary of the date of employment.

Regular Full-Time Employees who have completed at least one (1) year of service from date of hire will qualify for a paid vacation in accordance with the Company's schedule. Refer to Appendix A for current schedules.

Regular Part-Time Employees are eligible for vacation time and pay on a prorated basis according to percentage of full-time worked in the preceding year. (Full-time Year: 52 weeks x 40 Hours = 2080 hours.) The formula for computing vacation credits for a Regular Part-Time Employee is as follows: (number of hours worked in preceding year) / 2080 – percentage of Hours of Vacation Time.

Casual Employees are ineligible for vacation.

Newly Hired Employees – All newly hired employees will accrue paid vacation at a rate of .03472 vacation hours per hour paid up to a maximum of seventy-two (72) hours of vacation pay, which shall accrue and may be taken beginning immediately after the employee's successful completion of the Orientation Period.

If a holiday falls during an employee's approved vacation period, the employee shall receive his/her vacation pay and, in addition, be paid holiday pay provided he/she worked their full regularly-scheduled days before and following their vacation.

VACATION REQUESTS

On **September 1** of each year the Company shall post a vacation availability calendar for the following year. During the period from **September 1** through **October 15**, employees may exercise their seniority to request available vacation openings in units of full weeks (Sunday through Saturday). If more employees request a given vacation period than the Company has posted as available then the most senior employee(s) will be given the requested vacation and the less senior employee will be allowed to request other available vacation periods in accordance with his/her seniority. Vacation requests will be approved or denied and returned to the employees by **November 30**.

Employees who do not request full-week vacations during the **above** period will be allowed to request full-week or single day vacation for any open vacation period, and said request(s) shall be granted on a first-come, first-served basis, provided the request is made at least two (2) weeks in advance of the requested vacation. If an employee requests a vacation with less than two (2) weeks' notice the Company may or may not grant the vacation. Vacation requests under this paragraph will be acted upon and returned to the employee by the Company within seven (7) days of the Company's receipt.

Vacation requests will be submitted in writing using Company forms. At the employee's request, the Company will provide the employee with a receipt verifying date and time of receipt. In any situation where a vacation period becomes open due to an employee cancellation, preference will be given to the employee(s) who had



requested that vacation period previously and was (were) denied, provided such employee exercises such preference within two (2) weeks of the open vacation period posting.

The Company will continue to make every reasonable effort to accommodate vacation requests. There will be no guaranteed vacation periods during **the Company's black-out period, beginning the Sunday after Thanksgiving and continuing through New Year's Day.**

Up to six (6) days of an employee's accrued vacation may be taken in single day increments, except that employees with ten (10) or more years of service may take up to eleven (11) days. The remainder of an employee's accrued vacation must be taken in whole week increments.

VACATION ACCRUAL

Vacations must be taken within twelve (12) months of qualification for vacation time or the time is forfeited and the appropriate vacation paid, although an employee may carry over no more than **eighty-eight (88) hours** of accrued vacation provided the employee furnishes the Company with a written request for carry-over no later than the day before the employee's anniversary date. Vacation benefits are based on a standard eight (8) hour day or forty (40) hour work week. The vacation week shall be the same as the weekly payroll period; i.e. 12:00 a.m. Sunday – 11:59 p.m. Saturday.

VACATION UPON TERMINATION OF EMPLOYMENT

Vacation is granted upon attaining the anniversary date of employment and is not pro-rated. An employee whose employment is terminated for any reason at any time is not eligible for any vacation credits for the period since the last anniversary of the date of employment. All vacation credits remaining from the previous anniversary date of employment will be paid in full.

VACATION & HOLIDAY PAY RATES

Vacation and holiday hourly rates are determined according to the contract to which the driver is assigned during the majority of the hours paid in the pay period in which the vacation or holiday occurs.

Article 22 HOLIDAYS

Section 1. Holidays

There are ten (10) days per year that are recognized as paid holidays at B & B Trucking, Inc.:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Employee's Birthday



Section 2. Holiday Scheduling

A. Drivers **not normally scheduled to work on any of the above holidays** may submit a request not to be scheduled on a holiday at least 14 calendar days prior to the holiday. Approval of such requests, if given, will be based on a first-come, first-served basis and remain subject to customer needs. **Drivers normally scheduled to work on any of the above holidays shall work such holiday and receive their regular pay, plus holiday pay, although they may request a vacation day for a given holiday and, if approved, receive both holiday pay and vacation pay for the day.**

B. If the job an employee has been assigned to is scheduled to run on a given holiday, then he/she will be expected to work on that day. In addition, he/she is eligible for holiday pay per this Article.

C. Should additional holiday scheduling be necessary due to customer needs, the Extra Work provisions in Article 20 shall be exhausted before the Company may cancel a previously approved employee request not to be scheduled.

Section 3. Holiday Pay

Regular Full-Time Employees – All Regular Full-Time employees will receive eight (8) hours holiday pay, provided they have worked their full shift on their last scheduled day before and their **full shift on their** first scheduled day following the holiday.

New Hire Full-Time Employees – New Hire Full-Time employees shall be entitled to holiday pay during their Orientation Period.

Regular Part-Time and Casual Employees – If an employee works during the work week in which a paid holiday falls, the employee shall be entitled to holiday pay, provided they have worked their full shift on their last scheduled day before and their first scheduled day following the holiday. The amount will be pro-rated on hours worked during the week preceding the week in which the holiday falls, up to eight (8) hours. The formula used to compute such compensation is as follows: Actual number of hours worked in the preceding week divided by $40 \times 8 =$ (Hours paid for Holiday).

Employees calling off on a holiday will forfeit their holiday pay and will be subject to the provisions of Article 18. A driver accepting a holiday run to cover for the employee who called off shall receive the employee's holiday pay, in addition to his or her own holiday pay, if any, and pay for the hours worked on the holiday. Such covering holiday work will be offered in accordance with Section B. the "Extra Work" provisions in Article 20.

Article 23 HOLIDAY BANKING

Employees who meet the following criteria may choose to "Bank" their Holiday in order to take a day off at a later time.

- Full-time employees who have completed their Orientation Period shall be eligible to "Bank" any of the six (6) major holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day) during the year. A "Banked" holiday is then **converted to available vacation hours.**





- Eligibility:
The employee must work the full shift on his or her last scheduled day before the holiday.
The employee must work his or her full shift on the holiday.
The employee must work the full shift on his or her first scheduled day following the holiday.
The employee must request to “Bank” the holiday in writing on a **Request For Time Off** form provided by the Company the week of the holiday. (The pay will then be available the week the employee chooses to take the “banked” day.) **Once “Banked” holiday hours are converted to vacation hours, they become subject to the provisions of Article 21.**
- No Holiday pay advances will be given.
- Failure to follow the above criteria eliminates “banking” eligibility and Holidays will be paid per the normal Holiday pay policy.

Article 24

HEALTH, WELFARE & PENSION

The initial hourly rates for all drivers are as set forth in the attached Appendix A, which may be amended from time to time to reflect the effect of the economic adjustment provisions below, which Appendix A is hereby made an integral part of this Agreement. The health, welfare and pension rates vary by the Postal Service contract, based upon the Postal Service’s designated “head-out” point, occupation title, and contract award date. (Appendix B reflects freight Health & Welfare rates.)

The initial health, welfare and pension rate for any newly awarded contract shall be equal to the amounts stipulated as the prevailing rates defined in the applicable Wage Determination (“WD”) issued by the Department of Labor (“DOL”) Wage and Hour Division for the respective drivers (e.g. “Tractor Trailer Driver”), for the geographic area which includes the head-out Postal Service facility for such contract as designated by the Postal Service.

ECONOMIC ADJUSTMENT – Health, Welfare & Pension

The initial health, welfare, and pension rate specified in Appendix A shall be adjusted biennially as of the biennial anniversary of the effective date of the respective Postal Service contract. The first economic adjustment date under this Agreement will be July 1, 2018.

The respective initial health, welfare, and pension rates set forth in Appendix A shall be adjusted, as of the respective economic adjustment dates, by the precise money amount of any adjustment in the above specified minimum wage rate in the respective WD which is effective as of the start of the adjustment period versus the comparable WD minimum wage rate in effect at the time the respective Postal Service contract was awarded or at the time of any prior adjustment.

Saved rates have been identified with an (*) in Wage schedule in Appendix A and will remain in effect until the existing combined Hourly and Health, Welfare and Pension rate per postal contract meet and or exceed such “Save Rates” at which time the applicable WD will become the prevailing rates. Application and future increases will be adjusted in accordance with the above paragraph.





Article 25 HEALTH PLAN BENEFITS

New Hire Full-Time Employees

After thirty (30) days from the date of hire, employees will be eligible for enrollment in and provided with a comprehensive insurance benefit package as described in the *Employee Insurance Benefit Plan Summary Description*.

Regular Full-Time Employees

Full-time employees are provided with a comprehensive insurance benefit package, as described in the *Employee Insurance Benefit Plan Summary Description*. Full family or spouse/child coverage is available at extra cost to the employee. A copy of the *Employee Benefit Plan Summary Description* is among the material provided to each new employee. A copy is otherwise available upon request from the Plan Administrator. Employees are required to participate in the Company's group health plan, but may opt out of participation upon showing proof of other group insurance coverage.

The Company reserves the right to modify the Health Plans it offers and their terms in order to remain in compliance with the Patient Protection and Affordable Care Act during the term of this Agreement. The Company will provide the Union with advance notice of any such modification(s).

Article 26 RETIREMENT PLAN BENEFITS

After 120 calendar days from date of hire, Regular Full-Time employees will be eligible for voluntary participation in the Company's 401(k) Plan, in accordance with the terms and provisions of the Plan. Newly-hired eligible employees will be automatically enrolled in the Company's Plan. The Company will take steps to assure employees who do not wish to participate in the Plan will be provided with forms enabling them to opt out of participation. Minimal enrollment for each automatically enrolled participant shall be 1% of gross pay per pay period. Each eligible employee will be provided with a Summary Plan Description.

Article 27 LIFE/SHORT-TERM DISABILITY INSURANCE

LIFE INSURANCE

All Regular Full-Time employees participate in a group term life insurance program that affords each eligible employee \$20,000 face value life insurance benefits without medical qualification, subject to the terms of the applicable life insurance policy. The Company will pay the entire premium and see that benefit reduction at age 65 and above is removed no later than July 1, 2014. All participating employees shall have the option to purchase additional life insurance benefits, including life insurance benefits for his/her spouse and children.

Each participating employee will be provided a certificate of coverage, and a copy of the life insurance policy shall be made available for employee review, upon request.





SHORT-TERM DISABILITY INSURANCE

Regular Full-Time employees will also participate in the Company's short-term disability insurance program. The benefit of the Short-Term Disability Insurance shall equal sixty-percent (60%) of a driver's regular weekly wage, up to a weekly maximum of \$500, for up to 26 weeks, with waiting periods of 0 days for accidents, and 8 days for illnesses. The premium expenses for such coverage shall be paid by the employees.

Each participating employee will be provided a certificate of coverage, and a copy of the Short-Term Disability Insurance policy shall be made available for employee review, upon request.

Article 28 OTHER INSURANCE

The Company provides employees a Section 125 premium-only plan, as well as the opportunity to purchase additional life insurance, dependent care coverage, dental benefits and vision benefits.

The hourly Health and Welfare benefit rates under Appendix A (Appendix B for freight work) are paid to employees, who are then able to elect the allocation of such monies between Health and Welfare Plans, subject to the Plans' open enrollment and qualifying event provisions.

Article 29 REPORTING AN INJURY

Employees are required to verbally report any work-related accident, injury, or occupational illness to their supervisor, as well as in writing on a form to be provided by the Company, as soon as reasonably possible.

Article 30 PRIVACY POLICY

The Company will comply with all applicable privacy rules of the Health Insurance Portability and Accountability Act (HIPAA), as amended, including most specifically as such Act relates to personal health information (PHI).

Article 31 COOPERATION

Employee Information to Union

The Company will provide the Union a copy of the seniority list(s), including employee names, addresses and hire dates, on a monthly basis, as well as notice of all new hires and terminated employees.

New Hire Orientation

The Company will provide regular new hires a copy of this Collective Bargaining Agreement and a list provided by the Union of Union Representatives with contact information as part of the orientation process.





Information

The Company will comply with the National Labor Relations Act with respect to Union information requests relevant to its duties as exclusive bargaining representative under this Agreement.

The Company will provide the Union **notice** of all Postal Service Contract Awards.

Labor/Management Meetings

The parties will conduct joint Labor-Management meetings as often as mutually agreed to be necessary with the aim of discussing and resolving problems. Both parties may submit agenda items. The Union may appoint up to four (4) representatives to be in attendance and compensated at the meeting and training pay rate, up to a maximum of two (2) hours. The Company will prepare the official minutes of these meetings for the Union's review and, if it so chooses, publication to the drivers. Agreements reached at the Labor/Management meetings will be implemented by the Company as necessary.

Article 32 CERTIFICATION AND LICENSE REQUIREMENTS

All drivers and employees are required to obtain and maintain the appropriate and requisite certifications necessary to perform all responsibilities and functions of their job. Except in cases of physical or mental medical condition and subject to the Company's disciplinary rules, if any of the following occurs for reasons outside the Company's control (a "disqualifying event"), the employee will be placed in an unpaid leave status for the duration of the occurrence, but not to exceed sixty (60) days or until any ongoing appeals processes have been exhausted, provided the employee has filed the appeal(s) in timely fashion.

1. Disqualification of the employee's commercial driving privileges;
2. Decision by the Company's insurer not to cover the employee under the Company's regular insurance coverage; or
3. Total or partial disqualification of the employee by the U.S. Postal Service.

Every employee has an affirmative obligation to advise the Company promptly of any event or circumstance the employee knows or reasonably should know could result in any of the above.

In the event of a partial disqualification of a Regular full-time employee under sub-paragraph 3, above, the Company will utilize the employee on the Extra Board to the extent reasonably possible. If the employee is unable to obtain an average of thirty-two (32) hours a week, he or she may elect unpaid leave status as provided above until the next open bidding date.

The Company will pay all tickets for faulty equipment within the time frame, if any, specified on the ticket.

Periodic physical exams and random drug/alcohol screenings will be required in accordance with Federal Dept of Transportation (D.O.T.) directives and The Company's Substance Abuse Policy.





Article 33 DISPATCH

Dispatch is defined as all management personnel involved in coordinating trucks and drivers with loads at B & B Trucking, Inc. Dispatch can be reached by calling the number(s) on cards issued by the Company to all drivers.

In any involuntary dispatch situation where an impacted driver loses compensable hours, the Company will, wherever reasonably possible in view of Extra Board drivers' priority, offer the impacted driver extra work sufficient to replace the lost hours within fourteen (14) days of the impacted driver's request for the extra work.

The Company is committed to staffing each of its locations in a manner reasonably necessary and appropriate to the location and the Company's operations there.

DELIVERY APPOINTMENTS

The Postal Service and other customers frequently schedule appointment times for pick-up and/or delivery. The parties recognize the critical importance of honoring these appointments, and drivers must make every reasonable effort to honor them.

“LATE SLIPS” (Postal form #5466)

Any driver who is late (10 minutes or more) on departure from a Postal Facility must acquire a Postal Form #5466 (“late slip”) from the appropriate USPS expeditor or other representative, including the supervisor in charge, and make the appropriate entry into the on-board recording device.

In cases where drivers have a problem acquiring a Postal Form #5466, the driver must call Dispatch before leaving and make the appropriate entry into the on-board recording device.

EQUIPMENT ASSIGNMENTS

Vehicles are assigned to trips at the sole discretion of the Company. drivers are expected to operate the vehicle assigned to the trip. If for some reason the vehicle cannot be used or is unavailable (i.e. out of service), the driver is required to contact dispatch for another vehicle assignment prior to operating the trip. **If the Driver cannot reach Dispatch, the Driver will leave a voice mail describing the issue and await a return contact from Dispatch. The Driver will not be responsible for any late slips, tardiness or other disciplinary action in such a circumstance.**

EXTRA VOLUNTARY DRIVING ASSIGNMENTS

Regular bid drivers will have the opportunity to voluntarily sign up for and perform extra driving work that does not impact their bid run. Volunteers for such extra work will be dispatched **before** the Extra Board, if any, has been exhausted and prior to the use of non-bargaining unit employees. These volunteers will be dispatched on a rotating basis, beginning with the most senior employee, but based on availability.

Article 34 PERSONNEL FILES

B & B Trucking, Inc. maintains a permanent file for each employee. This file contains such information as training, records of D.O.T. and motor vehicle violations, work history, and additional records as required by law. Employees have the right to review their personnel file for any reason up to twice per calendar year. Re-





quests must be made in writing to B & B Trucking, Inc. Human Resource Director and will be honored within seven (7) business days. Employees who wish to have copies made from their personnel file may be charged for copies, although the Company may elect to waive such charge in its discretion.

Personnel files are treated in a confidential manner. Review of a file by others is limited to the employee's direct supervisor and his/her supervisors, members of the county, state and federal agencies as required by law, and those persons authorized by the employee. From time to time, someone from outside the Company may request information about an employee. The only information given without the employee's written authorization or without a court order will be written verification of employment.

Article 35 EMPLOYEE INFORMATION OR CHANGE IN PERSONNEL STATUS

It is important that employees' personnel and payroll records contain accurate and up-to-date information. Employees must inform their supervisor or the Human Resources Department immediately (not to exceed 30 days), in writing, of a change in:

- Name
- Address
- Telephone Number
- Marital Status
- Number of Dependents
- Persons to contact in case of emergency
- Beneficiary or withholding exemptions amount for income tax purposes

Due to the unique nature of our business, all employees must have a telephone number where they can be reached. Failure to maintain such a number will subject the employee to corrective action appropriate under the circumstances.

Article 36 POSTAL FORM #5500

The Company's customers, and most particularly the United States Postal Service, are vital to the Company. The parties recognize, therefore, the importance of drivers meeting customer expectations and USPS contract performance requirements.

The USPS has an established procedure for monitoring irregularities that occur in the performance of its contracts. These irregularities include, but are not limited to, the following:

- Failure to keep scheduled appointment for pick-up or delivery.
- Driver failure to chock wheels on trailer at dock.
- Driver failure to wear Postal ID on premises.
- Failure to observe speed limits on Postal site.
- Failure to present a clean, serviceable trailer.
- Failure to use lock on trailer.
- Etc.

It is therefore expected that all drivers will make every reasonable effort to avoid committing any USPS Contract irregularities over which they have control.





Article 37 DRIVER EFFICIENCY

Engine Idle Time

Drivers are responsible for maximizing fuel economy as much as possible. Whereas engine RPM controls and other devices greatly limit the negative effect any driver might have on fuel consumption, engine idle time remains as a potential problem. It is the responsibility of the driver to ensure that the engine of the truck being operated is shut off **WHENEVER** practical. (This includes engine shutdowns during pre-trip inspections, loading/unloading, etc.)

Driving Practices

Drivers are expected to engage in driving practices that promote safety and fuel efficiency. Trucks are limited to the Company's posted speed limit for designated routes, unless authorized by management personnel in writing, but at no time are Company drivers authorized to exceed posted speed limits and at no time will Company representatives (including dispatchers) order them to do so or engage in other unsafe driving practices.

Expectation of Efficiencies

An on-board recording device records information that includes speed, RPMs, idle time, route of travel, arrival/departure times and other such information. This data will be used to measure driver efficiency, so long as such measurements are applied in a fair and equitable manner.

Article 38 ON-BOARD RECORDING DEVICE

The Company reserves the right to use On-Board recording devices in the trucks. Because driver proficiency with such devices is expected from the employees, the Company is obligated to keep this equipment in good working order, and to continuously provide up to date and necessary training to all drivers in the use of such equipment.

A recording is only marked and downloaded by the Company when it is triggered by these unusual events: accident, hard braking, hard acceleration, swerving or other significant irregular movement, or when manually triggered by the driver.

The parties have been unable to agree on the terms of the Company's implementation of the SmartDrive© system, so the Company agrees it will take no disciplinary action during the term of this 2018 Agreement against any driver based solely on information received by the Company from SmartDrive©. The Union reserves all rights.

Article 39 PASSENGERS

No passengers or pets are allowed in trucks unless authorized in advance by Director level personnel or above.





Article 40 FUELING OF TRUCKS

All trucks are to be fueled before being parked at the end of shift, unless otherwise instructed. Drivers have a right to expect that the tractor they are assigned has a full complement of fuel to accomplish their run. Nevertheless, a driver should never assume that the truck has a full tank of fuel and should ALWAYS make this part of their Pre-Trip Inspection. In addition, it is critically important that trucks are parked with full fuel tanks in winter to minimize condensation in the fuel system and its attendant threat of frozen fuel lines.

Drivers are required to fuel trucks at locations designated by the Company unless authorized by a supervisor or dispatch to fuel elsewhere. At the same time as fueling, a driver must drain an appropriate amount of moisture from fuel water separators, provided there are means of proper disposal.

Article 41 CLEANING OF TRUCKS

Drivers are expected to follow rules of “good housekeeping” in maintaining the cleanliness of the trucks. It is expected that truck interiors will be left in AT LEAST as clean a condition as they are found. Likewise, all windows and mirrors will be cleaned at the end of its tour of duty. Fifteen (15) minutes of “on-duty” time is allowed for post-trip cleaning and inspection of the truck. It is otherwise suggested that the driver use an on-duty time waiting to load/unload for the purpose of cleaning the vehicle.

Article 42 USE OF SHOP FACILITY AND EQUIPMENT

Employees are prohibited from entering the shop facility (other than on the designated pathway) and from using shop equipment without prior authorization from either a supervisor, maintenance personnel or dispatch personnel.

Article 43 JOB PERFORMANCE EVALUATION

The Company retains the right to perform job performance evaluations once a year on each employee, in addition to implementation and enforcement of its driver performance standards on an ongoing basis. The purpose of the job performance evaluation is to provide a means of communication between the Company and the employee in order to help each employee meet all expectations associated with their job responsibilities. The Company will conduct all evaluations using the same criteria in a fair and unbiased manner, in accordance with previously established standards absent notice to the Union of a planned change in same.

This evaluation is kept confidential per employee as part of the employee’s personnel files. Evaluations can be used by the Company in any manner that is consistent with employee rights under this Agreement.

Upon completion of the evaluation, the employee will receive a copy and a copy will be placed in their personnel file, along with the signature of the evaluator and





the employee receiving the appraisal. The employee's signature reflects only receipt and understanding the document is a performance evaluation. If the employee believes the evaluation is incorrect or unfair in any way, he/she shall have the right to attach his/her written statement to the evaluation and have it kept with the evaluation in his/her personnel file. Additionally, the employee has the right to request in writing and receive additional training in the area(s) that they were deemed by the Company to be less than satisfactory.

Employees assessed as "unacceptable" or "needs improvement" shall, as part of performance evaluations, be given action plans, including fair and reasonable goals for the upcoming year, to address specific performance areas.

Article 44

DISCIPLINARY PROCEDURES

Following the completion of the Orientation Period, an employee may be disciplined or discharged only for just cause. The Company ascribes to the principle that discipline should be corrective and progressive, unless the severity of the disciplinary event justifies discharge from employment. Disciplinary actions may range from verbal notices, to verbal warnings, to written warnings, to suspensions without pay or benefits, to discharge, depending upon the infraction and the circumstances.

Disciplinary action taken by the Company will be administered in a timely fashion following completion of the Company's timely investigation into the underlying circumstances. In some circumstances, it may be necessary for the Company to suspend the involved employee(s) pending completion of such investigation. Whenever a driver is placed in a non-pay status during an investigation of an accident, incident or event which may result in discipline and/or discharge, the Company will attempt to minimize the amount of time the driver will be in non-pay status before a final disciplinary decision is made.

Employees disciplined will be provided written notice of the disciplinary action, stating the reason(s) for the disciplinary action. The Company will confirm all written warnings, suspensions and discharges in a confirmatory letter sent via U.S. mail, with delivery receipt. All disciplinary action involving employees who have completed their Orientation period shall be subject to challenge under the Dispute Resolution Procedure of this Agreement. The severity of disciplinary action to be taken will not be based on previous discipline if the employee has not been given written notice of either the previous discipline or the Company's investigation into the previous circumstances.

All disciplinary actions shall remain active for progressive disciplinary purposes for a period of one (1) year and be removed from the active disciplinary record after one (1) year. Verbal Notices shall remain active for only six (6) months and be removed from the active disciplinary record after six (6) months. In determining the appropriate disciplinary penalty for a particular infraction, the Company may consider disciplinary actions taken within one year for the same or similar types of infractions.

In any case where an employee displays a consistent pattern of serious disciplinary actions per year over a series of years, but never quite enough to result in the employee's discharge, the Company may review the employee's entire disciplinary history and notify the employee of a need for improvement as a condition of continued employment, subject always to this Article's just cause provision.





Article 45 DRESS CODE

All drivers are to be neat, clean and considerate of customers and other Company employees when at work, and clothes worn should be appropriate to the job.

The following is a general overview of acceptable and unacceptable dress items, but the parties acknowledge there is no substitute for common sense.

- SLACKS – Blue jeans and slacks are acceptable.
- SHORTS – Jean or dress shorts that are not excessively short; Cut off shorts are unacceptable
- SHIRTS – Casual shirts with collars, golf shirts, sweaters and turtlenecks are preferred. T-shirts are acceptable, but must be free of any objectionable graphics (i.e. beer advertisements, profanity, pornography, etc.) Tank tops are unacceptable. Shirts must be worn at ALL times.
- FOOTWEAR – Boots or shoes must have a slip-resistant sole; Sandals, open toe, high heel, or platform shoes are unacceptable.
- HATS – Hats with objectionable graphics are not allowed.

Article 46 BULLETIN BOARDS

Important information will be periodically posted on the bulletin board, and drivers are expected to check the bulletin board for news events, lost and found items, announcements, and other important information. Items placed on and removed from the Company bulletin board must have Human Resource approval.

Where appropriate facilities exist, the Company shall furnish and place in a conspicuous location a bulletin board for the exclusive use of the Union to post official Union information and literature.

Article 47 VISITORS

For safety and security reasons, visitors and unauthorized personnel are restricted from entering work areas. Employees shall not bring non-employee visitors into work area (area other than the business office).

Article 48 ILLEGAL DRUGS, SUBSTANCE ABUSE, AND ALCOHOL ABUSE

The parties acknowledge the dangers of illegal drug use, controlled substance abuse and alcohol abuse to the Company, its employees and the general public. For that reason, the Company reserves the right to implement reasonable rules and policies with respect to same. Such rules and policies shall include:

- Company-provided employee education, training and Employee Assistance Plan
- Strict prohibitions on employee use, possession, sale, conveyance, distribution, manufacture, or working while under the influence of illegal drugs or unreported





- controlled substances, including prescription medications not recommended for use by individuals operating motor vehicles, equipment or machinery.
- Strict prohibitions on employees possessing or consuming alcoholic beverages on Company premises or operating Company vehicles when the employee's blood alcohol content is in excess of .019
 - Pre-employment, post-accident (in accordance with DOT Regulations), post-injury, reasonable suspicion and legally required random testing for substance or alcohol abuse, as well as any other such testing as may be required by law from time-to-time
 - A requirement that any employee convicted of violating any criminal drug related statute or any alcohol-related criminal statute that could affect his or her ability or license to drive report such conviction to the Company within ten (10) days of the conviction
 - Compliance with all state and federal laws regarding controlled substances, alcohol and commercial drivers licensure

If an employee reports for work having a blood-alcohol content greater than .019 but less than .040, he or she will be relieved of duty for a minimum of twenty-four hours and warned against repetition of such an incident. If the employee repeats such incident, he or she will be disciplined, including possible discharge, depending on all attendant circumstances. Any driver reporting for duty or operating Company equipment with a blood alcohol content of .04 or greater will be severed from employment.

In any substance abuse testing, employees testing positive for illegal drugs or alcohol (.04 BAC) will be severed from employment, with the following exception. In the event an employee approaches the Company and self-reports a substance abuse problem prior to being required to submit to substance abuse testing under this provision, the employee will be placed on a medical leave of absence and referred to recommended counseling and treatment through the Employee Assistance Plan. The employee must thereafter complete all recommended counseling and treatment and produce a negative test result as a condition of reinstatement to active employment. Such reinstatement will only be available one time, and will be subject to the requirement the employee submit to random substance abuse testing for a period of one (1) year, remain illegal drug-free and avoid on-the-job alcohol impairment as a condition of employment. Should the employee fail to fulfill any of these requirements, he or she will be discharged.

Employees who are required to obtain and maintain a CDL as a condition of employment are strictly prohibited from consuming any alcohol within the four (4) hour period immediately preceding their reporting for work. Consuming alcohol means the consumption of any beverage, mixture, or preparation including any medication containing alcohol. Employees involved in an accident requiring testing under DOT Regulations are prohibited from consuming alcohol within eight (8) hours of the accident or until the employee is post-accident tested for controlled substances or alcohol.

Employees shall be required to take an alcohol and/or controlled substance test when the Company has reasonable suspicion to believe the employee has violated this provision. The Company's determination that reasonable suspicion exists to require an alcohol or controlled substance test shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee. The required observation shall be made by a supervisor who is trained in the symptoms of alcohol or drug misuse.





Any refusal by an employee to submit to an alcohol or controlled substance test when directed to do so by a supervisor or police authority shall be considered the same as a positive test result in any setting requiring testing under this provision. Failure to provide adequate breath, urine or blood for required testing, failure to complete forms required as part of the testing by the Company or its testing service, and any attempt by the employee to obstruct, delay or adulterate the testing process, will each be considered a refusal to submit.

Subject to the remainder of this provision and the Certification and Licensing Requirement provision of this Agreement, employees who otherwise have their Commercial Drivers Licenses suspended or revoked under the law, shall forfeit their seniority and be severed from employment, with a referral to the Employee Assistance Plan as appropriate.

Article 49 NON-SMOKING POLICY

B&B Trucking, Inc. shall be entirely smoke-free. Smoking will be strictly prohibited within all Company work areas and public spaces including conference rooms, reception areas, restrooms, stairwells, hallways, and work stations other than Company vehicles. This policy applies to all employees, clients, contractors, suppliers and visitors. Prominent signs communicating the policy will be posted at all entrances of the building.

The provisions of this section shall remain subject to present and future local, State and Federal laws.

Article 50 SEPARATION SETTLEMENT

Drivers are required to turn in all Company property in order to receive their final paychecks. Otherwise, amounts required to cover lost or unreturned Company property will be deducted from drivers' last paychecks.

Final pay will be computed and paid by the following pay period. 401(k) distribution and COBRA paperwork will be mailed promptly to the driver's last address on file. Drivers are urged to promptly read their medical plan booklet's explanation of conversion privileges and may call the Benefits Office for more information about benefits which may continue.

Termination date is considered the last day actually worked, at which time all benefits end and any accrued vacation is paid. The termination date and/or benefits are not extended if drivers use vacation time during the final week.

Resignation

Should a driver decide to terminate employment with B & B, two (2) weeks advance notice is requested.

Article 51 ANTI-HARRASSMENT POLICY

Employees have the right to work in an environment free from unlawful and improper personal harassment. In particular, an atmosphere of tension created by eth-





nic, religious, racial, sexual harassment or any other remark that degrades or demeans an individual because of their religion, race, color, national origin, age, sex, height, weight, marital status, sexual orientation, union activity or disability, will not be tolerated. Unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature, in particular, are serious violations and will not be condoned or permitted. Examples would include, but are not limited to:

1. Communication to another of a sexual nature and/or sexual, racial, ethnic or religious jokes, comments, insults, cartoons or personal conduct, and such behavior interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.
2. Physical conduct or touching of another, which a reasonable person would interpret to be suggestive, demeaning or assaultive in nature.
3. Submission to or rejection of sexual advances is used as the basis for making employment decisions including career advancement, training, awards, lax timekeeping, performance evaluations and assignments.
4. Direct or indirect threats of negative employment consequences if sexual demands are rejected.

Any employee who has a complaint of harassment at work by anyone including supervisors, co-workers, or visitors should bring the problem to the attention of Company officials. Employees should bring their complaint to their supervisor. If the complaint involves the employee's supervisor or someone in the direct line of command, then the employee should report the harassment to the Human Resources Director.

All complaints will be promptly handled and thoroughly investigated. Special privacy safeguards will be applied. All employees should be aware that privacy of the charging party and the person accused will be kept as confidential as circumstances allow during the investigations. Retaliation or retribution against a complaining party under this policy will be deemed a violation of the policy.

Article 52

WORKPLACE VIOLENCE AND WEAPONS POLICY

Employees are not allowed to report to any Company worksite, including any customer facility, while in possession of weapons (guns of any kind, explosive devices, switchblade or hunting knives, knuckles or any other implement for infliction of bodily injury or death which has no common or proper purpose in the Company's workplaces). Employees seeking exception to this policy must seek and receive advance written permission from the Company. Employees must perform their job without violence towards any other individual and without inciting or provoking another to violence. In addition, each employee, including management personnel, must refrain from any conduct such as racial, religious, or ethnic slurs or remarks, as well as physical gestures and abusive language (including profanity) directed toward another employee.

The Company has the right to search any vehicle, item or area on Company premises for weapons whenever it has reasonable suspicion a violation of this policy is occurring, provided the employee(s) is(are) present before and during the search.

This provision is intended to apply in a manner consistent with all present and future State and Federal laws.





Article 53

DISSEMINATION OF COMPANY INFORMATION

Communications About Past or Present Employees.

The Company must respect the privacy of each of its present or past employees. Other than Union information requests made in accordance with the NLRA, requests for information regarding past or present employees will be handled in the following manner:

- If the request is from persons not employed by the Company, the inquiring person shall be informed that all requests for information and/or references must be placed in writing and sent to the Company. In addition, each request must be accompanied by a signed release from the person about whom they seek information. Such release must authorize the Company to release any and all information requested and must contain a statement holding the Company harmless from any and all liability resulting from the release of the requested information.
- If a current employee is seeking information about a past or present employee, the requesting employee must state the reason or purpose for the requested information. Once the requesting employee states the reason or purpose for the request, the Company shall release the requested information only if the requesting employee's job duties with the Company require he/she obtain this information and then said requesting employee must only use the information supplied in the course of his or her job and shall not further disseminate it.

Communication About Company Business.

Employees are strictly prohibited from releasing or communicating any Company records, documents or Company business to any persons outside the Company, other than the Union under this provision or where the employee is required as a part of his or her job duties to communicate with an outside person or entity.

Article 54

DISPUTE RESOLUTION

The Company and Union agree that the exclusive procedure for the settlement of any dispute, claim or controversy between the company, and employee and/or the Union regarding any claim controversy or alleged breach of this Agreement, or the protest of any discipline shall be as outlined below, provided, however, that in no event shall employees lose their statutory rights by their utilizing this grievance procedure. Employees shall be free to pursue statutory remedies upon exhaustion of the grievance procedure or to protect any time limits of the applicable statutory arena. Nothing in this Dispute Resolution provision shall oblige the Union to file a grievance or represent an employee asserting a statutory claim.

Any employee or the Union on behalf of an employee or group of employees having an alleged dispute, claim or controversy against the Company shall submit the claim, dispute or controversy, in writing, to the Company's Human Resource Director or his/her designee. The written submission must state: 1). the employee's name, work location, address, phone number, regular schedule, and e-mail address, if known; 2). the facts and contentions upon which the claim is made; 3). when the violation occurred, or when the employee or Union became aware of the violation;





4). specifically the section or sections of this Agreement which have been allegedly violated or the section(s) of the law or administrative rule which allegedly have been violated; and 5). The remedy sought. The written submission must be signed by the employee or a Union representative with the employee's authorization and must be submitted to the Company's Human Resource Director or his/her designee within fourteen (14) calendar days after the employee or Union first knew, or reasonably should have known of the occurrence or event upon which the complaint is based. Electronic means of communication (e.g., fax, e-mail, etc.) will suffice in meeting the time limit in this provision. If a grievance is presented in person, the employee or Union Representative may request and will be provided a date stamp or receipt from an authorized Company representative on the first page of the grievance form.

Upon receipt of the signed written complaint from any employee and/or the Union, an authorized Company representative will schedule a meeting with the employee and Union representative, if requested, within ten (10) calendar days following receipt of grievance. Thereafter, the meeting will occur within ten (10) calendar days following such scheduling, unless the parties mutually agree, in writing, upon a later date. The representative of either party may appear by conference call or utilizing other electronic means of communication. In any such meeting, the Company representative shall have authority to investigate the complaint or claim, and settle the grievance. The parties' representatives shall make a good faith effort to resolve the matter, and shall cooperate in the effort to develop necessary facts, including the exchange of copies of relevant documents.

The authorized Company representative will provide the employee and/or Union representative a written response to said grievance within fourteen (14) calendar days after meeting with the employee and/or the Union. Electronic means of communication will suffice in meeting the time limit in this provision.

If the grievance is resolved, the resolution will be reduced to writing and signed by both parties, and a copy be provided to the Union within three (3) calendar days. Any such resolution between an employee and the Company without the Union's involvement shall be subject to review by the Union, but only for compliance with the Collective Bargaining Agreement.

If the grievance is denied, the written denial shall include, but not be limited to the following: 1). the date of the grievance meeting; 2). the date the grievance was denied; and 3). the reason(s) for denial. If the Company's authorized representative fails to timely schedule a meeting or fails to provide a written response following the grievance meeting in timely fashion, the grievance shall be deemed denied.

If the employee's claim or dispute is not resolved based upon the Company's written answer, and if the Union desires to process the claim or dispute further, the Union has the option to either (1) request to utilize a Grievance Mediation procedure or (2) submit the dispute directly to arbitration.

Option (1) – GRIEVANCE MEDIATION

By the Federal Mediation and Conciliation Service (FMCS)

Grievance Mediation is a step, prior to arbitration, which is free and provides an opportunity for a neutral third party to assist the Union, grieving employee (if any) and Company in reaching a resolution of the dispute. The mediator does not make a binding decision for the parties, but guides the parties to reach a mutually-acceptable resolution of the grievance.

If Grievance Mediation is chosen by the Union as an option, the Union must notify the Company, in writing, within ten (10) calendar days after the Company's de-





nial of the grievance, and, if the parties agree to Grievance Mediation, a formal request to the FMCS signed by both parties will be submitted by the parties within seven (7) calendar days following such agreement. The request should provide a brief description of the issues.

- In the event the Company does not timely schedule a grievance meeting, the time limit for a request for Grievance Mediation will be within ten (10) calendar days following the date by which the meeting should have been scheduled.
- In the event the Company does not timely provide a written response following the grievance meeting, the time limit for a request for Grievance Mediation will be twenty-four (24) calendar days following the date of the grievance meeting.
- A Company decision to not submit a grievance to Grievance Mediation will entitle the Union to appeal the grievance to arbitration, as set forth below.

PLEASE NOTE: Not every request is appropriate for Grievance Mediation and either party or the FMCS may decide that is the case with a particular grievance.

GUIDELINES FOR GRIEVANCE MEDIATION:

1. Both parties are entitled to attend the mediation.
2. The parties must waive any time limits in their labor agreement while the Grievance Mediation step is being utilized.
3. The Grievance Mediation process is informal and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made.
4. The mediator's notes are confidential and will be destroyed at the conclusion of the Grievance Mediation meeting. FMCS is a neutral agency created to mediate disputes and maintains a policy of declining to testify for any party, either in court proceedings or before government regulatory authorities.
5. The mediator will use problem solving skills to assist the parties, including joint and separate caucuses.
6. The mediator has no authority to compel a resolution. However, if a resolution is reached by the parties, it shall be in writing and signed by both parties.
7. If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate session with an oral advisory opinion.
8. If the parties cannot resolve the grievance, they may proceed to arbitration according to the procedures set forth below. (Option 2)
9. The parties must agree to hold FMCS and FMCS mediators harmless for any claim of damages arising from the mediation process.
10. The parties will work to ensure a timely mediation process.

Option (2) - ARBITRATION

If Grievance Mediation does not occur for any reason, or the Union determines to process the grievance further following an unsuccessful Grievance Mediation, the Union shall notify the Company, in writing, within fourteen (14) calendar days after either: 1.) the Company's failure to schedule a meeting; 2.) the Company's failure to provide a written response following the grievance meeting; 3.) receipt of the authorized Company representative's answer; 4.) the Company's decision not to participate in Grievance Mediation; or 5.) the date of the unsuccessful Grievance Mediation, whichever is applicable in the circumstances, that it desires to submit





the grievance to arbitration. Failure to submit the grievance to arbitration consistent with this time limitation shall be deemed a withdrawal of the underlying grievance.

Arbitration Panel - Within five (5) business days of the effective date of this Agreement, the Company and Union will request the FMCS furnish the parties a list of fifteen (15) arbitrators from each of the following five (5) geographic regions:

- Michigan and Western New York
- Indiana, Illinois and Wisconsin
- Florida, Georgia and Southeastern States
- Missouri, Tennessee and Kentucky
- Pennsylvania and Virginia (to include Northeastern U.S.)

Within ten (10) business days of the parties' receipt of these lists, five (5) arbitrators in each of the above regions will be selected to serve as a standing arbitration panel during the term of this Agreement. Selection of each panel will be conducted by the parties alternately striking names until only five (5) names remain. Such alternate striking may be conducted by phone, fax, or electronic means. The parties will determine the order of striking by coin toss. **The parties may, by mutual agreement, retain on their geographic panels the names of any arbitrators listed on panels under the predecessor Collective Bargaining Agreement.**

Once the standing arbitration panels have been established, the arbitrators will be placed in sequence, based upon the alphabetic listing of their last names, and will be rotated for scheduled arbitration cases. Within three (3) business days of the Company's receipt of the Union's appeal to arbitration the Company will notify the next arbitrator from the list of his/her appointment and request available dates for the arbitration hearing. The Union will be provided a copy of such request as well as the arbitrator's response. In the event that arbitrator is unwilling or unavailable to hear the grievance within ninety (90) calendar days, the parties may, in either party's discretion, agree on any later date offered by the arbitrator or move to the next name on the panel and notify him/her of appointment, as specified in this provision.

The expenses and fees of the arbitrator and the FMCS shall be shared equally by the Company and the Union. Each party hereto shall pay the wages and expenses of their respective representatives, attorneys and witnesses who attend the arbitration, but due to the Company's extensive geographic reach, testimony by telephone or other electronic device (e.g., Skype) will be acceptable if requested by either party. The arbitration hearing will be held at or reasonably near the Company location to which the employee is assigned and the Company will make every reasonable effort to accommodate work schedules and allow the grieving employee and necessary witnesses to be available for the hearing. It will be the parties' normal practice not to file post-hearing briefs with the arbitrator unless either party specifically requests the opportunity to do so at the hearing, and the parties may by mutual agreement submit cases using mutually satisfactory expedited arbitration procedures.

The arbitrator shall render a decision within thirty (30) calendar days after the close of the hearing, absent the parties' agreement to extend this time period at the arbitrator's request.

The Arbitrator shall have no authority to add to or subtract from, change or modify any provisions of this contract or any statute, law or administrative rule. The arbitrator shall have no authority to award punitive damages or to award interest on any back pay award. Back pay awards, if any, shall be reduced by the amount of the grieving employee's interim earnings from other employment and the amount of unemployment compensation received during the back pay period. The decision of





the Arbitrator shall be final and binding upon the employee, the Union and the Company.

Time limits at any step of the procedure may be extended only by mutual written agreement. In the event the employee and the Union fail to appeal a dispute from one step to another within the time limits specified, the underlying grievance shall be considered withdrawn.

Article 55 MANAGEMENT RIGHTS

The Company reserves to itself all rights and prerogatives normally associated with the management of its business and industry, except as such rights and prerogatives may be limited by a provision or provisions of this Agreement. The Company's reserved rights and prerogatives shall include, but not be limited to:

- Decisions regarding the location, re-location, establishment, maintenance and closure of its business operations
- Decisions regarding its methods and hours of operation, including the implementation of time-saving processes and technological improvements applicable to vehicle operation, safety and maintenance
- Decisions regarding the hiring of new drivers
- Decisions regarding recordkeeping and trip monitoring requirements
- Decisions regarding the initial bid for and acceptance of Postal Service route contracts and other non-postal business.
- Decisions regarding route design, including truck speed, route of travel, benchmark times and layovers
- Decisions regarding equipment purchase and maintenance, and supply and commodity purchases, including method and choice of vendor
- The right to establish, implement and fairly enforce reasonable rules and regulations for its employees, after providing advance notice to the Union and the opportunity to bargain prior to implementation.
- The right to discipline or discharge employees for just cause.

Article 56 SUCCESSORS AND ASSIGNS/NOVATION

In any sale or assignment of its business assets, or any novation of its Postal Service Highway Contract Routes ("HCR") to a third party, the Company will request the third party offer employment to affected drivers, if any. The Union will be immediately notified following an agreement to sell the Company, in whole or in part.

The Union will be given at least thirty (30) days advance notice of a request to the Postal Service to novate any HCRs.

Article 57 UNION SECURITY

To the extent permitted by applicable law, all employees covered by this Agreement shall, on or before the thirtieth (30th) day following the signing of this Agreement, become and remain members in good standing with the Union, or if an





employee chooses to refrain from joining the Union such employee must pay the equivalent in Union dues in accordance with the dues check-off provision.

To the extent permitted by applicable law, all employees hired after the effective date of this Agreement, shall, by the thirtieth (30th) day of hire, become and remain members in good standing in the Union, or if an employee chooses to refrain from joining the Union, such employee must pay the equivalent in Union dues in accordance with the dues check-off provision.

To the extent permitted by applicable law, it is a condition of employment for all employees covered by this Agreement to become and remain members in good standing in the Union, or if an employee chooses to refrain from joining the Union, such employee must pay the equivalent in Union dues in accordance with the dues check-off provision.

Article 58 DUES CHECK-OFF

The Company agrees to deduct Union dues from the regular pay of employees who submit written deduction authorizations. In states where union security is not legally authorized, employees will have dues deducted upon the voluntary submission of written authorizations to the Company. The Company agrees to remit all such deductions to the Union no less often than monthly. Deductions shall be in such amounts as are designated to the Company in writing by the Union.

Such deductions shall only be made if the employee is in a pay status during the pay period in question.

Article 59 RIGHTS OF STEWARDS/GRIEVANT(S)

Stewards/Driver Representatives are designated by the Union for the purpose of investigating, presenting and adjusting employee problems or grievances. The Union will certify to the Company in writing a list of stewards and alternate stewards from the Company's seniority list.

Any employee has the right to request a steward be present at any meeting called by the Company for the purpose of discussing or investigating any matter that could have an adverse effect on the employee's employment.

The Company will make available reasonably requested information and documentation to the steward or the Union for their purposes in investigating a specific grievance.

The Union may also designate in writing to the Company any APWU officer and/or representative not on the Company's payroll to act on its behalf for any purpose in specific cases.

Wherever practical to do so, the Company will make available to a Steward/Driver Representative a private location in which to meet with bargaining unit members for the purpose of investigating a grievance or meeting with Company officials concerning grievances.

Whenever practicable to do so in a location where the Company maintains a physical building, the Company will provide the Union a work area for carrying out its business and privately maintaining Union materials.





Article 60

RIGHT OF UNION OFFICIALS TO ENTER FACILITIES

Duly authorized representatives of the Union shall be permitted to enter Company premises for the purpose of performing and engaging in Union duties and business, provided they make request for such access to the Company in advance and comply with all Company facility rules and policies while there.

Article 61

NO STRIKE/NO LOCKOUT

Under no circumstances will the Union cause or permit its members to cause, nor will any member of the Union's bargaining unit take part in, any strike or any other job action during the term of this Agreement, except over a Company refusal to comply with an arbitration award that has become final, or a finding by the National Labor Relations Board the Company has violated the National Labor Relations Act. In the event of any violation of this provision by bargaining unit members, the Union will immediately instruct the involved employees in writing that their conduct is in violation of this Agreement and they should cease such violation immediately.

For its part, the Company agrees it will not lock bargaining unit employees out for any reason during the term of this Agreement. For purposes of this commitment, neither a Company decision to close all or any portion of its operations nor a layoff of bargaining unit personnel for lack of work shall be considered a lockout.

Should any member of the bargaining unit violate this provision, he or she may be disciplined by the Company, and all such discipline shall properly be the subject of a grievance and the Agreement's arbitration provision. If the arbitrator finds a violation of this provision has occurred, the arbitrator shall have no authority to change the disciplinary action(s) taken by the Company. If the arbitrator finds this provision has not been violated, the employee(s) shall be made whole. Should the Company violate this provision, it shall be obligated to reinstate wrongfully locked out employees and make them whole.

Article 62

SAVINGS CLAUSE

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to the validity, the remainder of the Agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into Collective Bargaining for the purpose of negotiations only for mutually satisfactory replacement of such provision.

Article 63

COMPLETE AGREEMENT/NO WAIVER

No agreement or understanding contrary to this Collective Bargaining Agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions herein shall be binding upon the parties hereto unless such agreement, understand-





ing, alteration, variation, waiver or modification is executed in writing between the parties. This Agreement is the complete Agreement between the parties and supercedes all previous Collective Bargaining Agreements between them.

Nothing in this Agreement shall constitute a waiver of either party's and any employee's rights under applicable state or federal law and regulations unless such waiver is set forth in clear and explicit terms.

Article 64 DURATION OF AGREEMENT

THIS AGREEMENT shall be effective as of April 1, 2018, and shall remain in full force and effect until 11:59 p.m. on the 31st day of March, 2022, and from year to year thereafter, unless either party serves upon the other a written notice of desire to amend or terminate this Agreement at least sixty (60) calendar days prior to the expiration date of the Agreement or any subsequent automatic renewal period. Provided, however, either party may serve upon the other written notice of a desire to reopen negotiations over Article 7, the Incentive Pay/Voluntary Runs provision in Article 20, Article 37, Article 38 and Appendix C effective April 1, 2019, provided such notice is delivered to the other party no later than January 31, 2019. In the event of such reopening negotiations, both parties shall retain all rights allowed them by law.

BY:
Richard A. Hooker/Luis E. Avila
Corporate Counsel

BY:
Stephen R. Brooks, Director
Support Services Division, APWU

BY:
Teresa A. Porter, Vice President
B&B Trucking, Inc.

BY:
Judith McCann
APWU Representative

BY:
Katie Sharp, HR Manager
B&B Trucking, Inc.

BY:
David Holder, President, Local 8008
GLAMH Local 8008, APWU

BY:
Joshua Porter, Director of Operations
B&B Trucking, Inc.

BY:
Isaac Anderson, Representative
GLAMH Local 8008, APWU

BY:
Jennifer Blackburn, Director of Finance
B&B Trucking, Inc.

BY:
Danny Wright, Representative
GLAMH Local 8008, APWU

BY:
Mike Miller, Driver Manager
B&B Trucking, Inc.

BY:
Frank Antwine, Representative
GLAMH Local 8008, APWU



APPENDIX A

Wages and fringe benefits are paid in accordance with the parties' Collective Bargaining Agreement, the same being effective April 1, 2018. This Appendix A is intended solely as a reference document to illustrate the wages and fringe benefits applicable to employee services provided on the contracts set forth below for individual one-year periods beginning each July 1 during the term of the Agreement.

Wages:

The wages and fringe benefits applicable to employee services provided on the contracts set forth below are illustrated as follows, subject to the other terms and conditions of said Agreement. See Appendix B for freight rates.

United States Postal Service Contract (Per USPS Designated Head-Out Point)		Hourly Wage Rate	Hourly Health, Welfare & Pension Rate
030DJ	Nashua, NH	20.09	5.32
110L2**	NJ, NJ	22.70	5.32
110L3	NJ, NJ	22.70	5.32
117Y0**	NY, NY	22.7	5.32
140L7**	Buffalo, NY	20.09	5.32
303ZE	Atlanta, GA	21.05	4.70
331N6	Miami, FL	19.40	4.70
342AA(a)	Sarasota, FL	19.40	4.70
342AA(b)	Sarasota, FL	19.06	4.70
342BA	Sarasota, FL	19.40	4.70
381AE**	Memphis, TN	20.26	4.70
381Z0**	Memphis, TN	20.26	4.70
430BK**	Detroit, MI	21.42	5.11
465Y1	South Bend, IN	19.65	5.11
46790	Fort Wayne, IN	19.65	5.11
467BK*	South Bend, IN	19.65	5.11
467N0 A	Fort Wayne, IN	19.65	5.11
467N0 B	Fort Wayne, IN	17.80	5.11
467Y0**	Fort Wayne, IN	19.65	5.11
480BK	Detroit, MI	21.42	5.11
48119	Detroit, MI	21.42	5.11

United States Postal Service Contract (Per USPS Designated Head-Out Point)		Hourly Wage Rate	Hourly Health, Welfare & Pension Rate
481BK	Detroit, MI	21.42	5.11
481L3	Detroit, MI	21.42	5.11
48312	Detroit, MI	21.42	5.11
48396	Detroit, MI	21.42	5.11
49013	Kalamazoo, MI	19.65	5.11
49031	Kalamazoo, MI	17.80	5.11
49032	Kalamazoo, MI	17.80	5.11
490AQ	Kalamazoo, MI	19.65	5.11
490AS	Kalamazoo, MI	19.65	5.11
490L1	Kalamazoo, MI	19.65	5.11
490L6	Kalamazoo, MI	17.80	5.11
490L7	Kalamazoo, MI	17.80	5.11
490Y0**	Kalamazoo, MI	19.65	5.11
49410	Grand Rapids, MI	19.65	5.11
495BK(a)*	Grand Rapids, MI	19.65	5.11
495BK(b)	Detroit, MI	21.42	5.11
496L8	Traverse City, MI	19.46	5.03
496M6	Traverse City, MI	19.46	5.03
530M5	Milwaukee, WI	22.23	5.11
607N0	Chicago, IL	22.23	5.11
60811	Chicago, IL	22.23	5.11
632U4	St Louis, MO	19.65	5.11
640N5**	Kansas City, KS	21.21	5.11

Fringe Benefits

Fringe benefits are paid in a manner consistent with above illustration. Benefits will be determined based upon the first 80 hours worked during each pay period, regardless of the number of contracts upon which drivers provided services. Vacation and holiday pay will be based upon the hourly wage rate applicable to the majority of hours paid in the pay period in which the vacation or holiday occurs.

Fringe Benefits shall be paid to employees, who will determine how such fringe benefit monies are to be allocated.



A) Part-Time and Casual

- 1) Health and Welfare: Not eligible
- 2) Holiday: If an employee shall work during the workweek in which the following named holiday falls the employee shall be entitled to holiday pay, provided they have worked their full shift on their last scheduled day before and their first scheduled day following the holiday. The amount will be pro-rated based on the hours worked during the preceding week of the week in which the holiday falls, up to eight (8) hours. There are ten days per year that are recognized as holiday and they are: New Years' Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and Employee's Birthday.
- 3) 401(k) Retirement Plan: Not eligible, however, the Company may extend eligibility to Part-Time employees subsequent to the effective date of the 2014 Agreement.
- 4) Vacation: On the employee's anniversary date, employee will accrue vacation prorated against the maximum vacation shown below for the applicable years of service. Proration will be based upon the number of hours worked by the employee during the twelve-month period preceding the applicable anniversary date. Employee will qualify for vacation eligibility if he/she works a minimum of 520 hours and employee will qualify for the maximum vacation if he/she works 2080 hours in said twelve-month period.

B) Full-Time Drivers

- 1) Health and Welfare: Upon completion of thirty (30) calendar days employment, health and welfare benefits will be paid at the above stated rate per hour up to 40 hours per week.
- 2) Holiday: All employees shall be entitled to holiday pay of eight hours at the employee's regular rate of pay, provided they have worked their full shift on their last scheduled day before and their first scheduled day following the holiday. There are ten days per year that are recognized as holiday and they are: New Years' Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Employee's Birthday.
- 3) 401(k) Retirement Plan: Each employee will qualify for participation in the plan following completion of his or her Orientation Period, however, the Company may shorten the waiting period subsequent to the effective date of the 2018 Agreement.
- 4) Vacation: On the employee's anniversary date, he or she will accrue vacation pay in accordance with the Schedule below.

Each Full-Time employee who works 2080 hours or more during the twelve-month period preceding the applicable anniversary date will qualify for vacation pay per the following schedule. Full-time employees who work less than 2080 hours, with a minimum of 520 hours, during the applicable twelve-month period shall be entitled to pro-rated vacation based on the applicable years of service.





VACATION FOR THOSE EMPLOYED
Vacation must be taken subject to the other terms and conditions of said Agreement.

Prior to July 31, 1994

1-Year Service - Equivalent of 128 Hours Pay
 7-Year Service - Equivalent of 168 Hours Pay
 15-Year Service - Equivalent of 240 Hours Pay
 25-Year Service - Equivalent of 248 Hours Pay

After July 31, 1994 through July 31, 2002

1-Year Service - Equivalent of 128 Hours Pay
 10-Year Service - Equivalent of 168 Hours Pay
 15-Year Service - Equivalent of 208 Hours Pay
 25-Year Service - Equivalent of 248 Hours Pay

After July 31, 2002

1-Year Service — Equivalent of 88 Hours Pay
 3-Years Service - Equivalent of 128 Hours Pay
 10-Years Service – Equivalent of 168 Hours Pay
 15-Years Service – Equivalent of 208 Hours Pay
 25-Years Service – Equivalent of 248 Hours Pay

New Hires on or After April 1, 2010

1-Year Service – Equivalent of 72 Hours Pay
 2-Years Service – Equivalent of 80 Hours Pay
 3-Years Service – Equivalent of 128 Hours Pay
 10-Years Service – Equivalent of 168 Hours Pay
 15-Years Service – Equivalent of 208 Hours Pay
 25-Years Service – Equivalent of 248 Hours Pay

NOTES:

*Item 1. **Group Benefits:*** Enrollment in Single Health Insurance, Short-Term Disability, and Employee Life policies under Section 125 Plan. If enrollment forms are not completed then employee, will be placed in the current default plans. Employees are required to participate in the Company’s group health plan, but may opt out of participation upon showing proof of other group medical coverage.

*Item 2. **Benchmarks:*** It is the policy of B & B Trucking, Inc. to pay, at a minimum, an amount established as a benchmark for each run. Route descriptions indicate the benchmarks for each route. Drivers are entitled to pay for the benchmark time if actual working hours are either less than, or equal to, the benchmark time. If actual working time during any pay period exceeds the aggregates of the benchmarks during that pay period, the driver will be entitled to pay for that extra time. However, any time submitted in excess of the benchmark must be accompanied by an explanation of the reason for the extra time. The explanation is necessary because the benchmark, in addition to establishing a minimum compensation, will also be used as a means to measure employee performance. Employees who repeatedly fail to meet benchmark times without sufficient reason or with no explanation at all will be subject to discipline. Drivers will be paid for extra time regardless of the reason given however.





Item 3. Team Drivers: The company recognizes a “10 ON –10 OFF” policy, i.e, 10 hours driving followed by 10 hours sleeping. Meal and break times must be a minimum of 30 minutes and a maximum of 3 hours.

For Tours of Duty 24 hours or Less:

Both Drivers will be compensated for the entire tour, with the exception of bona fide meal and break times.

For Tours of Duty greater than 24 Hours:

Drivers will be compensated for the entire tour, from thirteen (13) to fifteen (15) hours, reflecting eight (8) hours sleep and one (1) to three (3) hours of bona fide meal and off-duty periods. For partial days at the end of a multi-day tour, Drivers will be paid for all time other than allowable sleep, meal and off-duty time.





APPENDIX B

As authorized under the Labor agreement between B & B Trucking, Inc. and the APWU (GLAMH Local), the same being effective April 1, 2018, the applicable mileage rate, wages and fringe benefits applicable to employee services set forth below shall be as follows, subject to the other terms and conditions of said Agreement:

Effective Period

The schedule of mileage rate, hourly wage and health, welfare & pension benefit rates set forth herein or later renegotiations of same shall be effective from April 1, 2018 until March 31, 2022.

Wages

The mileage rate, wages and fringe benefits applicable to employee services provided below shall be as follows, subject to the other terms and conditions of said Agreement:

\$20.43 – Class A Driver Hourly Wage Rate (Trips no more than 75 miles one way.)

\$00.40 – Class A Driver Mileage Wage Rate (Trips greater than 75 miles one way.)

\$00.45 – Class A Drivers Mileage Wage Rate (Team Pay split between both drivers.)

\$15.29 – Class B Driver Hourly Wage Rate.

\$12.50 – Detention hourly rate (After 2 Hours, up to a maximum of 8 Hours).

Fringe Benefits

The fringe benefits will be applicable to employee services provided above at \$3.45 per hour and benefits will be determined based upon the first 80 hours worked during each pay period, regardless of the number of contracts upon which drivers provided services. Vacation and holiday pay will be based upon the mileage and hourly wage rates applicable to the majority of hours paid in the pay period in which the vacation or holiday occurs.

Above stated Fringe Benefits shall be paid to employees, who will determine how such fringe benefit monies are to be allocated.

A) Part-Time and Casual

- 1) *Health and Welfare*: Not eligible
- 2) *Holiday*: If an employee shall work during the workweek in which the following named holiday falls the employee shall be entitled to holiday pay, provided they have worked their full shift on their last scheduled day before and their first scheduled day following the holiday. The amount will be pro-rated based on the hours worked during the preceding week of the week in which the holiday falls, up to eight (8) hours. There are ten days per year that are recognized as holiday and they are: New Years' Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and Employee's Birthday.





- 3) 401(k) Retirement Plan: Not eligible, however, the Company may extend eligibility to Part-Time employees subsequent to the effective date of the 2018 Agreement.
- 4) Vacation: On the employee's anniversary date, employee will accrue vacation prorated against the maximum vacation shown below for the applicable years of service. Proration will be based upon the number of hours worked by the employee during the twelve-month period preceding the applicable anniversary date. Employee will qualify for vacation eligibility if he/she works a minimum of 520 hours and employee will qualify for the maximum vacation if he/she works 2080 hours in said twelve-month period.

B) Full-Time Drivers

- 1) Health and Welfare: Upon completion of thirty calendar days employment, health and welfare benefits will be paid at the above stated rate per hour up to 40 hours per week.
- 2) Holiday: All employees shall be entitled to holiday pay of eight hours at the employee's regular rate of pay, provided they have worked their full shift on their last scheduled day before and their first scheduled day following the holiday. There are ten days per year that are recognized as holiday and they are: New Years' Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Employee's Birthday.
- 3) 401(k) Retirement Plan: Each employee will qualify for participation in the plan following completion of his or her Orientation Period, however, the Company may shorten the waiting period subsequent to the effective date of the 2018 Agreement.
- 4) Vacation: On the employee's anniversary date, he or she will accrue vacation pay in accordance with the Schedule below. Each Full-Time employee who works 2080 hours or more during the twelve-month period preceding the applicable anniversary date will qualify for vacation pay per the following schedule. Full-time employees who work less than 2080 hours, with a minimum of 520 hours, during the applicable twelve-month period shall be entitled to prorated vacation based on the applicable years of service.

VACATION FOR THOSE EMPLOYED

Vacation must be taken subject to the other terms and conditions of said Agreement.

Prior to July 31, 1994

1-Year Service - Equivalent of 128 Hours Pay
 7-Year Service - Equivalent of 168 Hours Pay
 15-Year Service - Equivalent of 240 Hours Pay
 25-Year Service - Equivalent of 248 Hours Pay

After July 31, 1994 through July 31, 2002

1-Year Service - Equivalent of 128 Hours Pay
 10-Year Service - Equivalent of 168 Hours Pay
 15-Year Service - Equivalent of 208 Hours Pay
 25-Year Service - Equivalent of 248 Hours Pay



**After July 31, 2002**

1-Year Service – Equivalent of 88 Hours Pay
3-Years Service – Equivalent of 128 Hours Pay
10-Years Service – Equivalent of 168 Hours Pay
15-Years Service – Equivalent of 208 Hours Pay
25-Years Service – Equivalent of 248 Hours Pay

New Hires on or After April 1, 2010

1-Year Service – Equivalent of 72 Hours Pay
2-Years Service – Equivalent of 80 Hours Pay
3-Years Service – Equivalent of 128 Hours Pay
10-Years Service – Equivalent of 168 Hours Pay
15-Years Service – Equivalent of 208 Hours Pay
25-Years Service – Equivalent of 248 Hours Pay

NOTES:

Item 1. Group Benefits: Enrollment in Single Health Insurance, Short-Term Disability, and Employee Life policies under Section 125 Plan. If enrollment forms are not completed then employee, will be placed in the current default plans. Employees are required to participate in the Company's group health plan, but may opt out of participation upon showing proof of other group medical coverage.

Item 2. Benchmarks: It is the policy of B & B Trucking, Inc. to pay, at a minimum, an amount established as a benchmark for each run. Route descriptions indicate the benchmarks for each route. When the hourly rate of pay is applicable, drivers are entitled to pay for the benchmark time if actual working hours are either less than, or equal to, the benchmark time. If actual working time during any pay period exceeds the aggregates of the benchmarks during that pay period, the driver will be entitled to pay for that extra time. However, any time submitted in excess of the benchmark must be accompanied by an explanation of the reason for the extra time. The explanation is necessary because the benchmark, in addition to establishing a minimum compensation, will also be used as a means to measure employee performance. Employees who repeatedly fail to meet benchmark times without sufficient reason or with no explanation at all will be subject to discipline. Drivers will be paid for extra time regardless of the reason given however.

Item 3. Team Drivers: The company recognizes a "10 ON –10 OFF" policy, i.e, 10 hours driving followed by 10 hours sleeping. Meal and break times must be a minimum of 30 minutes and a maximum of 3 hours.

All Duty Tours will be paid at "Team Mileage Rate."





APPENDIX C SAFETY AND MVR AWARDS

Safety Award Program

It is recognized and agreed that every employee must strive to do the best job he or she can achieve and to avoid accidents. It is also recognized that the potential for an accident is always present. The Safety Award Program recognizes the individuals whose defensive driving abilities, as well as general safety practices are that of a true professional.

- They must continually follow the Decision Driving Policy
- They must drive in a way that they commit no errors themselves and in doing so control their vehicle to make due allowance for road conditions, weather, traffic, and that mistakes of other drivers do not involve them in a collision. They must also continue to operate their vehicle, keeping in mind that not only are they responsible for themselves but everyone around them.

When an accident does happen, it will be carefully determined if it was PREVENTABLE. This must be the deciding factor in any Safety Award program. The Safety Director is the person who determines preventability and the ground work for an appeal is laid out in this Agreement.

Awards are presented under the following criteria. They are devised so that the value of the award is not diminished and only given to those that are TRULY PROFESSIONAL while operating their vehicles, as well as working safely.

Eligibility

Preventable Accident: (As defined by the National Safety Council)

“Any accident involving an organizational vehicle which results in property damage and/or personal injury, regardless of who was injured, what property was damaged, to what extent or where it occurred, in which the driver in question failed to exercise every reasonable precaution to prevent the accident.”

Annual Safety Awards, described below, will depend upon a driver having no preventable accidents. For purposes of these Safety Awards, “accidents” will include only property damage or personal injury that involves a Company vehicle under a driver’s control.

All Regular Full-Time drivers will be recognized for their professional ability.

Awards

On their anniversary date, provided there are no preventable accidents, employees will be presented with an “Award” selected by the Company commensurate with current industry trends, with minimums set forth below. Each preventable accident establishes a new safety award year. Awards will increase in value, depending on the number of years a driver remains preventable accident-free. A safety certificate will also be awarded. Each driver will receive the Award Notification within ten (10) calendar days of their anniversary date. The driver will complete and return the Award Notification with their selection(s) within thirty (30) calendar days thereafter. At the end of each month, the Company will submit the selected Awards for processing by third parties, as necessary. The Company will immediately issue the requested Award(s) upon receipt from the third party.





When an accident that is determined to be preventable occurs, the driver's next 12 months of operation starts on his/her next anniversary date (e.g., if a driver's anniversary date is March 15, 2006 and an accident occurs on May 11, 2006, then a driver must operate without a preventable accident and accumulate 2080 hours worked between March 15, 2007 and March 15, 2008 to become eligible for their next award). Likewise, if the anniversary date is March 15, 2006 and a preventable accident occurs on February 7, 2007, then the driver must operate without a preventable accident between March 15, 2007 and March 15, 2008 to be eligible for his/her next award.

If the driver works less than 2080 hours in the 12-month period, the award amount will be pro-rated using the following formula: 2080 divided by actual hours worked = % of award to pay.

Note: Awards and pro-ration are subject to change as needed due to economic or budgetary restraints or supplier availability, etc.

Safety Awards, based on number of consecutive years with no preventable accidents:

1-9 Years of Service:

\$25 per year multiplied by consecutive years with no preventable accidents

10-19 Years of Service:

\$50 per year multiplied by consecutive years with no preventable accidents

20-29 Years of Service:

\$75 per year multiplied by consecutive years with no preventable accidents

30+ Years of Service:

\$100 per year multiplied by consecutive years with no preventable accidents

Any Preventable Accident will cause the driver's consecutive years accident-free to reset at the first accident-free year within his or her Years of Service Level. No Driver loses his or her Years of Service as a result of an accident. All current drivers will be grandfathered and begin the consecutive accident-free progression at their current "vesting" levels under the 2014-2018 Agreement. Otherwise, the program shall apply to them in the same fashion as it does for all drivers.

Vacations and Extended Time Off

It is noted that after a year of diligent work an employee is justly deserving of a vacation. This will not affect his Safety Award. Up to 40 hours per week will be added to his accumulated qualifying time.

Time lost due to illness or leave of absence, however, will not be added to qualifying time. This is to insure the value of the award. However, the driver will not lose any time already accumulated. When they return to on-duty driving, their time will start at the point where it was interrupted.

Job Change

If a driver is in line for an award and changes jobs not allowing them to continue qualifying for the award, then their accumulating time stops. If they return to on-duty driving their eligibility starts where it left off when the change occurred.

The same holds true for active military duty.





Miscellaneous

If an accident occurs, it will be reviewed to find preventability regardless if it was on a public highway or on private property. No matter where, drivers are responsible for the safe operation of their Company-assigned vehicles.

If a driver is asked to operate a vehicle belonging to B & B Trucking (auto, pick-up, etc.) in the course of their employment, other than their normal equipment, , and has an accident determined to be preventable, he or she will be subject to the criteria set within this program.

Other Safety Awards

Avoidance of preventable accidents is only a part, albeit the most important part of the Company's overall safety program. The Company will also reward drivers on a quarterly basis for their compliance with other important aspects of the safety program, as follows:

- No general non-driving safety rule violations – 10 points
- 100% Clean Roadside Inspections, excluding mechanical issues reported by the driver pre-trip and not remedied – 10 points
- No citizen complaints deemed valid – 10 points
- No unreported damage to vehicle or equipment – 10 points
- No moving violation – 10 points
- No improper entrance/exit of vehicles (e.g., 3-point stance) – 10 points
- No seatbelt violation – 10 points
- No unreported injury to self or others – 10 points
- Completed on-line safety course – 10 points
- No Hours of Service violation – 10 points

At the conclusion of each calendar quarter, drivers shall receive safety rewards based on the number of their accumulated points in the quarter, provided the individual driver must earn a minimum of 50 points to receive any for that quarter. Points will accumulate without limit once earned, provided they are not redeemed.

The Company will establish a Company Store for logo apparel and other products no later than July 1, 2018, and drivers may redeem their accumulated points on store items or for cash at a rate of \$.25 per point.

MVR AWARD PROGRAM

The Safe Driver Program has had positive results. In addition to the existing awards, the Company has elected as an incentive to award the employee with an exemplary MVR. On a yearly basis, employees who qualify will receive an award of ten dollars per year for an unblemished driver's MVR.

To qualify, the driver must be employed with the Company for at least five (5) years and have had five (5) consecutive years with a clear MVR – one that states "No Record" or "No accidents or Convictions Within the Last 5(+)" years." There will be no infractions allowed – either while employed or during personal use.

Example: Employed at least five (5) years:

5 consecutive years with clear MVR (5 x \$10) = \$50.00 Award

6 consecutive years with clear MVR (6 x \$10) = \$60.00 Award, etc.

As needed, this policy can be changed or modified at the discretion of the Company without prior notice.





NOTES





NOTES





NOTES





