

AGREEMENT

between

Ruan Transport Corporation

and

**International Union, United Automobile, Aerospace and
Agricultural Implement Workers of America, (UAW) and**

its

Local #509

June 1, 2022 through May 31, 2025

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THIS CONTRACT, in effect from June 1, 2022 through May 31, 2025 is made and entered into by and between Ruan Transport Corp., Ontario, California, hereinafter called the "Company or Employer", and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, (UAW) and its Local #509, hereinafter called the "Union".

ARTICLE 1

Recognition

The Company recognizes the Union as the exclusive bargaining representative for all truck drivers and yard persons employed on the Clarios, Inc. account at the Company's Ontario, California facility located at 5501 E. Santa Anna Street, excluding all office clerical employees, quality control employees, professional employees, janitor, watchmen, guards and supervisors as defined by the Act for the purpose of collective bargaining in respect to wages, hours of work and conditions of employment.

All present employees who are members of the Union on the effective date of this subsection or on the date of execution of this Agreement whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the date of this Agreement, whichever is the later, An Employee who has failed to acquire, or thereafter maintain membership in the Union as herein provided, shall be terminated seventy-two (72) hours after the Employer has received written notice from an authorized representative of the Union, certifying that membership has been, and is continuing to be, offered to such employee on the same basis as all other members and, further, that the employee has had notice and opportunity to make all dues or initiation fee payments. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

When the Employer needs additional employees, the Union may have equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

ARTICLE 2

Management Rights and Waiver

Section 1: The management of the business and the direction of its working force, including but not limited to, the right to direct, plan and control operations, to establish and change working schedules, to hire, promote or transfer employees, to suspend, discipline or discharge employees for just cause, to relieve employees because of lack of work or other legitimate reasons, to make, revoke, change, and enforce reasonable rules and regulations, to introduce new or improved methods or facilities, to change existing methods or facilities, are exclusively the rights of the Company except as specifically limited by an express provision of this Agreement.

Before the Company issues new or revised work rules, it shall first provide a copy of the rule to the Union Shop Chairperson, or if unavailable, his or her Assistant Chairperson, and shall email a

copy of the new rule to Local 509's President, provided the Union has kept the Company updated as to the identity and correct e-mail address of its President. Upon request, the Dedicated Transportation Manager shall meet and discuss new rules with the Union, prior to implementation.

Section 2: For the duration of this Agreement, the Company and the Union each voluntarily waives the right, and neither party shall be obligated, to bargain collectively with the other with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not referred to or covered in this Agreement. This paragraph shall not interfere with the settlement of grievances normally arising under this Agreement.

Section 3: No supervisory employee shall perform work which is regularly performed by bargaining unit employees except for training, during the introduction of new equipment or processes, in emergencies, to maintain efficiency, and/or to meet customer requirements.

ARTICLE 3

Check-off

Section 1: The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union having jurisdiction over such employees and agrees to remit to said Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employees, the same is to be furnished in the form required.

Section 2: The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the Union in one (1) lump sum. The Employer shall add to the list submitted by the Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Section 3: Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or had no earnings or insufficient earnings during that week or is on leave of absence, deductions will be made from the employees next payroll check.

Section 4: The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union or to such other organizations as the Union may request if mutually agreed to except any Union designated political action committee deductions which shall be made quarterly. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

Section 5: In the event that an Employer has been determined to be in violation of this Article by the decision of an appropriate grievance committee, and if such Employer subsequently is in violation thereof after receipt of seventy-two (72) hours written notice of specific delinquencies, the Union may strike to enforce this Article. However, such strike shall be terminated upon the

delivery thereof. Errors or inadvertent omission relating to individual employees shall not constitute a violation.

Section 6: V-CAP Check-Off: The Company agrees during the life of this Agreement to deduct from the pay of each employee voluntary contributions to UAW V-CAP for each employee who executes, or has executed, in writing to the Company, an authorization for such V-CAP check-off on forms provided by the Union.

Deductions shall be made pursuant to the forms received by the Company from the employee's second paycheck in the first month following receipt of the check-off authorization card, and shall continue until revoked by the employee, through the Union.

The Company further agrees to furnish the Local Union with the name, address, social security number, and date of last authorization for those employees for whom deductions have been made. The Company further agrees to furnish the Local Union with a monthly and year-to-date report of each employee's deductions.

The Company agrees to remit said deductions promptly to UAW V-CAP, with UAW Region 6 on the memo line, addressed to:

Bank One, Dept 78232
Article 23 Voluntary Exchange
P.O. Box 78000
Detroit, MI 48278-0232

ARTICLE 4 Miscellaneous

Section 1: Extra Contract Agreements - The Employer agrees not to enter into any Agreement or Contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement. Any such Agreement shall be null and void.

Section 2: Workweek Reduction - It is understood and agreed that should it subsequently be determined that any employees come under the provisions of the Fair Labor Standards Act or any similar legislation, then as to such employees, any provisions of this Agreement that do not comply with the requirements of said statutes are to be changed so that there is no violation of the statutes. If such changes result in substantial penalties to either the employees or the Company, a written notice shall be sent by either party requesting negotiations to change such provision or provisions as are affected. Thereafter, the Union and the Company shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution. In the event the parties cannot agree on a solution to any problems arising from this section within sixty (60) days after receipt of the stated written notice, either party shall be allowed economic recourse.

Section 3: New Equipment - Where new types of equipment and/or operations for which rates of pay are not established by this Agreement, within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties.

Section 4: Union Activities - Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for acts as such officer of the Unions as long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of union membership or activities. During their regular work day, stewards may remain on the clock while handling incidental union related matters that do not delay or interfere with service to the customer. Any union business performed outside the steward's regular work day, or away from the operation at any time, shall be on the steward's own time.

Section 5: Inspection Privileges - Authorized agents of the union shall have access to the Employers establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the agreement is being adhered to, provided, however, there is no interruption of the firm's working schedule.

Section 6: Those employees on the seniority list (now and in the future) maintained at the Company's City of Industry, California location shall be designated as "core group employees" and shall not be displaced from the bargaining unit or lose their seniority except as otherwise provided herein or elsewhere under the parties' collective bargaining agreement.

The Company's policy is not to subcontract work that is normally performed by its core group employees, provided such core group employees are available and qualified to perform the work and the Company has the necessary equipment available. The Company reserves the right to determine the manner and method by which current core group employees and/or other bargaining unit work may be supplemented with outside unit employees or outside carriers. To this end, the Company shall have the absolute right to subcontract, utilize outside carriers and/or utilize outside unit employees in order to supplement and/or perform existing or new work, provided the Company has the necessary equipment available and that no core group employees who are available and qualified are deprived of a work opportunity as a result. The Company reserves the sole and absolute right to determine the wages, hours and other terms and conditions of employment for any employees and/or outside parties or carriers performing such work. The Company agrees that it act neither arbitrarily or capriciously in exercising its rights under this section of the agreement.

The parties specifically agree and acknowledge that the Company shall not be required to make any contribution to any health, welfare, pension or other trust fund on account of any work performed by any individual or outside party or carrier who is not identified in the core group employee listing.

ARTICLE 5

Representation

Section 1: The Employer recognizes the right of the Union to designate committee persons and alternates (who serve in the absence of committee persons), one of whom will be designated Chairperson, from the Employer's seniority list. The authority of committee persons and alternates by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances with the Employer or the designated Company representative in accordance with the provisions of the collective bargaining agreement;
- b. The collection of dues when authorized by appropriate Union action;
- c. The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such message and information:
 1. have been reduced to writing; or,
 2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.

Committee persons and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of committee persons and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the committee person or designated alternate has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

Section 2: Committee persons shall be permitted reasonable time to investigate, present and process grievances on Company property during regular working hours without interruption of the Employer's operation.

Section 3: Committee persons shall enjoy "Super" seniority for purposes of layoff and recall.

ARTICLE 6

Seniority

Section 1: Seniority means the right, as provided by specific sections of this Agreement, to priority of employment in case of layoff, recalls, promotions, transfer, shift and workweek preference, provided that the employees involved have the experience and qualifications to do the work satisfactorily or can be expected to acquire them within a reasonable length of time.

Section 2: Probationary Employees. Employees shall be regarded as probationary employees for the first ninety (90) calendar days of employment. After ninety (90) calendar days employment these employees shall then have seniority based on the first day worked. During the probationary period, a new employee may be discharged without further recourse; provided, however, the Employer may not discharge or discipline for the purpose of evading this agreement or discriminating against union members. After ninety (90) days the employee shall be placed on the regular seniority list. In case of discipline within the ninety (90) day period, the Employer shall notify the Union in writing, but there shall be no recourse to the grievance or arbitration process.

Section 3: Definition of Seniority. Seniority shall be determined by the length of service of the employee since his or her most recent date of hire at the City of Industry operation.

Section 4: Break in Seniority. An employee's seniority shall be broken by:

- a. Quit or discharge for just cause.
- b. Failure to report for work within three (3) working days, when recalled after layoff, by certified mail to the employee's last reported address, with a copy to the Union, except upon offering reasonable explanation within three (3) working days when approval will be granted to report within one (1) week.
- c. Layoff in excess of the employee's seniority or two (2) years, whichever is less.
- d. Failure to return to work as scheduled upon expiration of leave of absence, except for reasons beyond the employee's control.
- e. Absence for three (3) consecutive scheduled working days without notifying the manager, except for reasons beyond the employee's control.
- f. Walking off the job or abandoning equipment without the manager's permission (subject to the grievance and arbitration procedure), and in the case of any bona fide work stoppage, without providing notice to an appropriate manager (rather than obtaining permission),
- g. Engaging in other work while on leave of absence except as provided in Article XIV, Sections 1 and 3.
- h. Retirement in accordance with the Company retirement plan.
- i. Excessive time on medical leave as defined in Article XIV, Section 2.

Section 5: Layoff/Recall. In the event of a layoff, operation seniority shall apply. In the event of recall of laid-off employees, employees on layoff shall be recalled (in seniority order) when that job becomes available. Failure to return shall terminate seniority under this article.

Section 6: Bargaining unit employees, whose pay status has changed from hourly to salary, shall relinquish all seniority rights to the bargaining unit.

Section 7: The Company agrees to post seniority lists every six (6) months showing employee's name and hire date and will email a copy to the Local President. Copies of such list shall be submitted to the Union. Any protest to the seniority position of any employee must be made within thirty (30) days of the posting. The Company agrees to offer work to employees on the seniority list who are not on vacation or any other form of leave before assigning it to any temporary employee or other person not on the seniority list.

Section 8: The Employer shall not require, as a condition of continued employment, that an employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment, or that any employee purchase or assume any proprietary interest or other obligation in the business.

ARTICLE 7

Grievance Procedure and Arbitration

Section 1: A grievance is defined to be a controversy, difference of opinion or dispute between the Employer and the Union with respect to a matter involving an alleged violation of this Agreement. In the event such a controversy, difference of opinion or dispute should exist, there shall be no suspension of work or slow-down but such controversy shall be treated as a grievance and settled only in accordance with the procedure hereinafter set forth. All grievances must be known to the other party in writing within ten (10) working days after the reason for such grievance has occurred, or within ten (10) working days after an employee has returned to the home operation. Provided, however, that those grievances alleging that the Employer did not pay the proper contractual rate of pay or the employee was not paid for the proper amount of hours actually worked may be filed within ten (10) working days of the date on which the employee became aware of the cause of such grievance.

Step 1: The employee shall have the right to have the committee person present in discussing grievances but shall first make every reasonable effort to settle the matter directly with the Dedicated Transportation Manager. The grievance shall be presented orally to the Dedicated Transportation Manager within ten (10) working days after the condition complained of becomes known or should have become known to the grieved or the Union. If the parties are not able to reach a satisfactory settlement in Step 1, the matter may be referred to Step 2.

Step 2: Within five (5) working days, the grievance must be reduced to writing by the chairperson and submitted to management and the Union for resolve. If satisfactory settlement is still not reached within ten (10) working days after this conference, the employee may appeal the grievance by submitting this grievance in writing. A written answer by the Company must be provided within five (5) working days.

Section 2: Any appeal required to be taken between each step of the grievance procedure shall be made and perfected within the time specified and, unless a time extension is mutually agreed upon in writing, such grievance shall be considered settled if not timely appealed.

Section 3: Upon notification to the Dedicated Transportation Manager, the International Representative of the Union shall be granted access to the operation for the purpose of investigating grievances, provided such activities do not interfere with the orderly continuation of work at the operation. For this purpose, said representative shall also have the right to examine, within the presence of the Employer's designated representative, the time, payroll and compensation records of any employee covered under this Agreement.

Section 4: Following the preceding investigation, the International Representative shall meet the Company's Dedicated Operations Leader or the designated representative in an attempt to resolve the matter.

Section 5: In the event the Employer and the Union are unable to settle a grievance by the above procedure, the Union may, in matters involving interpretation or application of specific terms of this Agreement, within ten (10) working days after the receipt of the written answer of the Dedicated Operations Leader in Step 2, notify the Company in writing of its election and intention

to submit the grievance to arbitration. Upon receipt of any such notice, the parties shall immediately confer in an effort to select, by mutual consent an impartial arbitrator. If the parties do not, within seven (7) days of receipt of such notice, agree upon the selection of an arbitrator, then either party may submit the matter to the Federal Mediation and Conciliation Service who shall appoint five (5) names of qualified arbitrators, (each party may request one alternate panel). The Union and the Employer shall alternately determine who strikes the first name and then the parties shall alternately strike one name until only one (1) arbitrator is left.

Section 6: The Arbitrator shall not have the power to add to, ignore or to modify any of the terms and conditions of this Agreement. The decision shall not go beyond what is necessary for the interpretation and application of this Agreement or the obligations of the parties hereunder. He/she shall justify each award by written decision and explanation of the rationale of said award within thirty (30) days after the close of the hearing (which may include the filing of briefs).

Section 7: The Employer and the Union agree that arbitration cases shall be presented to the arbitrator in chronological order unless changed by mutual consent. The case must be opened within six (6) months of date following the second step of the grievance procedure. The arbitrator shall be used for a single issue or grievance, and more than one (1) issue or grievance cannot be submitted to the same arbitrator except by mutual consent of the parties. At request of the Union, the chairperson may attend the arbitration with no lost time.

Section 8: The arbitrator's fee and expenses shall be split equally between the parties. Each party may call witnesses whose testimony is pertinent to the issues of the case but each party shall bear the expense of its own witnesses.

Section 9: The decision of the arbitrator shall be final and binding upon both the Company and the Union.

ARTICLE 8

No Strikes or Lockouts

Section 1: The Company agrees that there will be no lockout of its employees and the Union agrees that there will be no strike, slowdown or stoppage of work (including sympathy strikes) for the duration of this Agreement.

Section 2: During the life of this Agreement, the Union will not order a strike except as otherwise provided, and if any strike occurs, the Union will immediately issue instructions to employees to return to work and do all within its power to end any such unauthorized stoppage of work. Under such circumstances, the Employer agrees that it will not seek damages against the Union, its officers or its agents for any such unauthorized work stoppage. The Union agrees that employees participating in any unauthorized stoppage or curtailment of work shall be subject to discipline up to and including discharge.

ARTICLE 9

Compensation Claims

Compensation Claims - The Employer agrees to cooperate toward the prompt disposition of employee on-the-job injury claims. The Employer shall provide workers compensation for all

employees even though not required by state law or the equivalent thereof if the injury arose out of or in the course of employment.

An employee who is injured on the job, and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of the regular shift on that day. An employee who has returned to the regular duties after sustaining a compensable injury who is required by the worker's compensation doctor to receive additional medical treatment during the regularly scheduled working hours shall receive the regular hourly rate of pay for such time.

In the event that an employee sustains an occupational illness or injury while on a run away from the home operation, the Employer shall provide transportation by bus, train, plane or automobile to the home operation if and when directed by a doctor.

The Employer agrees to provide any employee injured locally, transportation at the time of injury, from the job to the medical facility and return to the job, or home if required.

In the event of a fatality arising in the course of employment while away from the home operation, the Employer shall return the deceased to his or her home at the point of domicile.

ARTICLE 10

Union Bulletin Boards

The Employer agrees to provide a bulletin board in an area of the operation that will be accessible to all employees covered by the contract. Postings by the Union will be made by the UAW International Representative or Chairperson and will be confined to official business of the Union.

ARTICLE 11

Union Activities

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

ARTICLE 12

Timekeeping

The Employer shall provide electronic devices suitable for timekeeping purposes, and employees shall be responsible for timing in and out when they begin and end work periods. [TA]

ARTICLE 13

Non-Discrimination

The Employer and the Union agree not to discriminate (as provided by law) against any individual with respect to hiring, compensation, or terms or conditions of employment because of such individual's age, race, color, religion, sex, national origin, honorable military service status, disability, or membership in any other protected class, nor will they limit, segregate or classify

employees in any way to deprive any individual employee of employment opportunities on the basis of any of the aforementioned characteristics. [TA]

ARTICLE 14

Leaves of Absence

Section 1: The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or service in any capacity on other official union business, provided as much notice as possible but at least twenty-four (24) hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. This section shall not apply for full-time union positions.

Section 2: Medical Leave: An employee who is unable to work because of injury or illness and who furnishes satisfactory evidence thereof, may be granted a sick leave of absence. Medical leaves shall be granted in accordance with the provisions of the Family and Medical Leave Act, for up to a total of twelve weeks of unpaid leave in any rolling twelve-month period. The Company will additionally comply with all requirements of the California Family Rights Act, and any other applicable law.

Section 3: Personal Leaves: The Company will consider request for such leaves without loss of seniority under unusual circumstances. Considerations include the reason for the leave, the difficulty in replacing the employee and the employee's seniority and work record. Such leave shall not extend beyond thirty (30) days, unless an extension is mutually agreed upon.

Section 4: Paid Sick. Leave: All employees shall be granted twenty-four (24) hours of Paid Sick Leave per calendar year, after ninety (90) days of employment with the Company.

- a. Sick leave will be awarded at the beginning of each calendar year (January 1), to be used throughout the year as needed, in single-hour increments.
- b. Unused sick leave will expire at the end of the year (December 31), and will not carry over into any subsequent year.
- c. Unused sick leave will not be paid out at the end of the year, or upon resignation, discharge, layoff, or retirement.
- d. If an employee is rehired within one year, all previously unused sick leave will be reinstated.
- e. Abuse of sick leave (i.e. taking sick leave under false pretenses) shall be cause for discharge.

ARTICLE 15
Discharge or Other Disciplinary Action

Section 1: The Company shall not discharge any employee without just cause. Any employee may request an investigation as to the discharge as provided by the Grievance Procedure. Should such investigation prove the action was improper, he/she shall be reinstated. The terms and conditions of such reinstatement may provide for full, partial or no compensation for time lost. Appeal from discharge must be taken within ten (10) calendar days by written notice to the Employer and the grievance will be reviewed at Step 2 of the Grievance Procedure.

Section 2: Discipline shall be issued within ten (10) calendar days after of the Company completes its investigation. Investigations shall be completed within fifteen (15) calendar days after the Company first learns of the incident or issue under investigation, except in those limited circumstances where it is not reasonably possible to complete the investigation within fifteen (15) calendar days. In those instances, the Company shall notify the Union in writing of the need for additional time, unless doing so would compromise the integrity of the investigation.

The Company shall have the right to place employees on administrative leave pending investigation. In cases where the employee is brought back to work, he or she shall be compensated for all lost time.

Section 3: Discharge shall be accompanied by a letter to the employee affected with a copy to the chairperson and the Union.

Section 4: The Company has the right to make and enforce reasonable disciplinary rules. All such rules must be posted before becoming effective and the Union is to be furnished a copy of such rules. Disagreement on the reasonableness of a particular rule or discipline given an employee is subject to the Grievance and Arbitration Procedure.

ARTICLE 16
Examination and Identification Fees

Section 1: The Employer agrees to pay the cost of any physical examination or background check required by the Employer or by any governmental agency in connection with the employee's employment, including the renewal of a driver's Class A license if such is required for the employee to perform his or her duties. The Employer shall pay the cost of any/all DOT qualification physical(s), but not for any recommended or required follow-up examination or treatment, and only to the extent the cost of such examination is not covered by the applicable health and welfare plan.

Section 2: The Company reserves the right to select its own medical examiner or physician and the Employee may, if the Union believes an injustice has been done an employee, have said employee reexamined at the Employee's expense, by a physician of the Employee's choice. Both physicians must be qualified to conduct DOT medical examinations, as provided for under any applicable federal rules or regulations.

Section 3: In the event of disagreements between the doctor selected by the Company and the doctor selected by the Employee, the Company and Employee doctors shall together select a third

DOT qualified doctor within thirty (30) days whose opinion shall be final. The expense of the third doctor shall be borne by the Employer if the third doctor agrees with the doctor selected by the Employee.

ARTICLE 17

Pay Period

Employees covered by this Agreement shall be paid in full on a weekly basis. Not more than one (1) weeks' pay shall be held on an employee. [TA]

ARTICLE 18

Safety and Health

Section 1: The Company and the Union will cooperate in the continuing objective to eliminate accidents and health hazards.

Section 2: The Company shall have the right to designate the job to which an employee under disability due to injury, or condition of health, may be placed, subject to the grievance procedure. When the Company provides light duty for employees who have been injured on the job, the hourly wage rate for the employee shall be the hourly rate established for local routes under this Agreement.

ARTICLE 19

Vacations

Section 1: Vacations based upon length of continuous employment will be given as follows:

0-9 Years 80 hours (1.54 hrs earned weekly)

10-15 Years 120 hours (2.31 hrs earned weekly)

15+ Years 160 hours (3.08 hrs earned weekly) [TA]NOTE: Vacation eligibility shall be based on the "Anniversary Year" and shall be paid at 1/52nd of the employee's previous W2 form for each week.

Section 2: Vacation pay shall accrue on a pay-period-by-pay-period basis. [TA]

Section 3: All vacation schedules will be subject to consideration of the operating and production necessities of the Company. Employees shall request vacations at least two weeks in advance through the ADP portal (or any replacement system), and the Company shall respond in writing either approving or denying the request within five business days. If the Company fails to respond, the vacation time shall be considered granted. Once granted, vacation time shall not be revoked. Employees are responsible for ensuring they have enough paid vacation time available to cover their scheduled vacations or they will not be permitted the time off. [TA]

- a. If vacation periods are not scheduled, vacations up to one (1) week must be taken in one (1) continuous period, except that any employee shall be entitled to hold back one week of vacation to be used in single-day increments. These single days must be

scheduled with management approval during slow periods if used for recreation or relaxation, but may be used as needed if taken due to a bona-fide illness.

- b. When there is an opportunity to choose dates for vacations, preference in the time for taking vacations will be given employees in accordance with their length of continuous employment.

Section 4: Vacations cannot be postponed or deferred from one year to the next.

Section 5: When one (1) of the paid holidays falls within an eligible employee's approved vacation period, see "Holidays" Article XXI.

Section 6: Employees retiring at normal retirement, or beneficiaries of employees who pass away, will receive prorated vacations for the year in which they retire (or pass away). Such vacation shall be based upon time actually worked in that calendar year and the pay percentages shall be the same as that used for the normal vacation for that year.

ARTICLE 20

Jury Duty and Funeral Leave

Section 1: Jury Duty: When jury duty requires a regular employee to be away from work, the employee's base pay will be continued by the Company. The employee will be expected to report to work during any time not spent on jury duty during his or her regularly scheduled work day and to maintain regular communication with his/her immediate supervisor during the period of time serving on jury duty. Money received for jury duty must be turned over to the Payroll Department upon the employee's completion of jury duty service. This does not include expense reimbursement.

Section 2: Funeral Pay:

Full-time employees are allowed up to three days off with pay in the event of a death in the employee's immediate family. The length of the leave shall be determined by the employee's manager and is to be based on specific circumstances such as the employee's relationship with the deceased, required travel time, and the employee's family responsibilities. Any additional time off must be approved by the employee's manager and is without pay, but may be covered with the employee's available accrued paid time off.

Immediate family is defined as: spouse, parent, child, brother, sister, grandparent, grandchild, parents-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law. Local management has discretion to allow funeral leave for other family members depending on the employee's unique relationship to the individual.

Section 3: Probationary employees are excluded from these allowances.

ARTICLE 21
Holiday Pay

Section 1: The Company recognizes the following holidays:

New Years Day Memorial Day Independence Day	Labor Day Thanksgiving Day Day following Thanksgiving Christmas Eve Christmas Day
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Eight (8) hours pay at the straight time rate will be paid to all eligible full time employees with at least ninety (90) continuous days employment for each recognized holiday, subject to the requirement that the employee must: (1) be actively working on the last scheduled workday prior to the holiday and the first scheduled workday after the holiday, or (2) be on an approved paid leave on the workdays before and after the holiday, or (3) be on an approved unpaid leave on the workdays before and after the holiday, which leave started within one week prior to the holiday.

Section 2: When an eligible employee is laid off, he/she shall not be eligible for holiday pay.

Section 3: Employees required to work on any of the above-recognized holidays will receive pay at two times (2x) the hourly rate for all hours actually worked on the holiday.

Section 4: Any driver required to work on Easter Sunday will be paid at two times (2x) the hourly rate for all hours actually worked.

[TA]**ARTICLE 22**
Benefits

Section 1: Benefits shall be provided by the company. In the event of any question or necessary verification of an employee's benefits under this Agreement, the Plan Document and the Employee Booklet distributed to each employee, subsequent to the signing of the Agreement, shall be considered to be controlling.

Section 2: Health Insurance: There is a Comprehensive Medical Plan available to all employees at the Ontario, California facility covered under this Agreement, following sixty (60) days of employment. The Plan provides payments toward covered medical expenses and contains benefits which are outlined in the employee booklets. Also, the Plan includes long term disability payments, life insurance and dental-vision coverage. The Employer may modify provisions of the Plan and costs associated with the Plan from time-to-time, so long as any changes apply equally to bargaining unit members and to non-represented employees of the Company.

Section 3: Pension: The employer shall pay ninety cents (\$ 0.90) per compensable hour for each employee into the National Integrated Group Pension Plan (NIGPP). The total amount due for each calendar month shall be remitted in a lump sum not later than the tenth day of the following month. The employer agrees to abide by such rules as may be established by the Trustees of said trust to facilitate the determination of hours for which contributions are due; the prompt and orderly

collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the specified time shall be a breach of this agreement.

The contribution rate effective for the life of the Agreement shall be ninety cents (\$0.90) per hour, for up to a maximum of 200 hours per month.

ARTICLE 23

General

Section 1: Drivers are expected to do everything reasonable to insure continued service to our customer, however, no driver is expected to endanger his/her person in order to provide such service. It is recognized the driver must be the primary judge of any such danger in any given situation. In the event of any problem, he/she should contact the Dedicated Transportation Manager (or other appropriate management personnel) for further instruction.

Section 2: Drivers shall check in with dispatch after each load is delivered.

ARTICLE 24

Hours of Work

Section 1: The starting time of the day and/or week for truck drivers shall be designated by the dispatch procedure.

Section 2: All employees called and reporting for regular work when not specifically told otherwise, shall receive a minimum of four (4) hours work or four (4) hours pay. This shall not apply when caused by circumstances beyond the Company's control.

Section 3: On breakdown or impassable highways, drivers shall be paid the hourly rate for time spent on such delays sufficient, when combined with hours already worked, to total eight (8) hours for the calendar day. However, when an employee is required to remain with the equipment during a breakdown or impassable highway due to weather conditions, he/she shall be paid for all such time at the hourly rate. However, a telephone call to management is required to be eligible for delay pay.

ARTICLE 25

Wages

Section 1: Effective June 1, 2022 drivers shall be paid on an hourly basis as follows:

<u>6/1/22</u>	<u>6/1/23</u>	<u>6/1/24</u>
\$27.00	\$27.81	\$28.64

A. The applicable driver hourly rate shall also apply yard persons and shuttle drivers.

Section 2: Time and one half the hourly rate shall be paid for time spent following forty (40) hours in each work week.

Section 3: Rest and Meal Periods

- A. Rest Periods: Every employee shall be entitled to take a ten (10) minute net rest period during each four (4) hour work period during the course of the employee's work day, which rest period shall be paid time. The rest period may include periods when the employee is on his/her route but the employee is not required to operate or remain in the vehicle. Any employee who believes that he/she did not receive a proper rest period in accordance with this Agreement or law shall make such claim, in writing, to the appropriate supervisor within 24 hours of the end of the shift in which the rest period was allegedly denied. Any dispute related to rest periods for employees covered by this Agreement shall only be subject to resolution through the grievance and arbitration provisions of this Agreement.
- B. Meal Periods: Every employee who is scheduled for and works a work period of more than six (6) hours shall be provided with a thirty (30) minute meal period beginning before or at the commencement of the fifth (5th) straight hour of the work period. If the employee is scheduled for and works a work period in excess of twelve (12) hours, the employee shall be entitled to a second thirty (30) minute meal period. The meal period(s) shall be unpaid unless it is an "on duty" meal period. The Union hereby agrees on behalf of the employees in the bargaining unit that all employees who cannot be relieved of all duties during the employee's meal period due to the nature of the employee's work shall be subject to an on-duty paid meal period agreement. The Union also agrees on behalf of all employees in the bargaining unit to waive any meal period to which any employee might otherwise be entitled when the employee works a shift of at least 5 hours but no more than 6 hours, and to waive any meal period to which any employee might otherwise be entitled when the employee works a shift of at least 10 hours but no more than 12 hours. Any claim by an employee that the employee was not provided with a meal period in accordance with the requirements of this Agreement or law shall make such claim, in writing, to the appropriate supervisor within 24 hours of the end of the shift in which the meal period was allegedly denied. Any dispute related to meal periods for employees covered by this Agreement shall only be subject to resolution through the grievance and arbitration provisions of this Agreement. This Article is intended to comply with the exemption from California Labor Code section 512(a) and (c) provided by section 512(f).

Section 4: All drivers shall accurately record hours worked, breaks, and such other information as may be required by the Company.

Section 5: Where a driver is required to layover away from the home operation, layover pay shall commence following the sixteenth (16th) hour after the end of the run. After the sixteenth (16th) hour, pay shall be for each hour on a layover up to a maximum of eight (8) hours. On each succeeding layover, the same principle shall apply.

Section 6: A "per diem" of Forty-Five Dollars (\$45.00) shall be authorized for each layover.

Section 7: The Company will pay directly for motels, when approved, through the Company's corporate lodging program. The Company will provide a list of pre-authorized motels. Generally speaking, drivers with suitable equipment will be expected to overnight in their tractors. Motels will be authorized where appropriate equipment is not available, and/or in special circumstances.

Section 8: The Company shall provide cards to employees for the purpose of allowing the employees to draw up to \$200 for use in paying for reimbursable items during the work week. Any amount charged to the card or drawn as an advance for non-reimbursable items shall be deducted from the employee's future pay. Receipts are required for all purchases, to establish which purchases are reimbursable.

ARTICLE 26

Miscellaneous

Section 1: Rates of pay provided by this Agreement shall be minimums. Log time shall be computed from the time the employee is ordered to report for work and registers in and until the time effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving Federal, State or City regulations, which occur through no fault of the driver, shall be paid.

Section 2: No driver shall allow anyone, other than employees of the Employer, who are on duty, to ride in the truck except by written authorization of the Employer, except in cases of emergency arising out of disabled commercial equipment or an Act of God. No more than two (2) people shall ride in the cab of a tractor unless required by government agencies or the necessity of checking of equipment. This shall not prohibit drivers from picking up other drivers, helpers or others in wrecked or broken-down motor equipment and transporting them to the first available point of communication, repair, lodging or available medical attention. Nor shall this prohibit the transportation of other drivers from the driver's own company at a delivery point or operation to a restaurant for meals.

Section 3: Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

Section 4: The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped, shall not be used by other drivers until the Maintenance Department has adjusted the complaint.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. The term "dangerous conditions of work" does not relate to the type of cargo which is hauled or handled. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Employer, the

employee shall promptly make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. The employee receives a copy of the accident report that he/she submits to the Employer. Failure to comply with the Company's Accident Reporting Process shall subject such employee to disciplinary action by the Employer.

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the Maintenance Department.

Section 5: Suspension or Revocation of License—In the event an employee shall suffer a suspension or revocation of his/her right to drive the Employer's equipment for any reason, he/she must notify the Employer in writing immediately. Failure to comply will subject the employee to disciplinary action up to and including discharge in accordance with the procedures set forth in the appropriate article.

Section 6: Military Clause—Employees enlisting or entering the military or naval service of the United States, shall be granted all rights and privileges provided by applicable law.

Section 7: Uniforms—The Employer agrees that if any employee is required to wear any kind of uniform as a condition of continued employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer. Appropriate footwear shall be provided as established in the Company's safety shoe policy. As of June 1, 2018, the footwear voucher amount is \$150, and this amount will be adjusted upward during the life of this Agreement, whenever the amount set out in Company policy is increased. Refer to the current version of the policy for details.

The Employer has the right to establish and maintain reasonable standards for wearing apparel and personal grooming.

Section 8: Vehicle Safety Program. As part of its Vehicle Safety Program (“VSP”) the Company has installed on-board cameras in all of its fleet vehicles. The parties agree VSP shall be managed as set out below:

1. The Company will not randomly use the VSP event recorder system to initiate potential discipline, but rather only as part of an investigation begun from a “triggering event.”
2. “Triggering events” shall be limited to: following distance, distracted driving (such as consuming food or drink in a way that distracts the driver from operation of the tractor, looking at a digital device while driving, or talking on a phone while driving) speeding, lane departure, moving tractor without a seat belt, rolling stop, roll stability, hard brake, heavy acceleration, and/or a collision.
3. All discipline issued for violations detected or proven through use of the VSP system must comply with the requirements of the collective bargaining agreement between the parties.

The Company shall continue the practice of coaching for minor offenses that do not result in a citation. It is the intent of the Company to use VSP as a tool to coach employees to eliminate unsafe driving habits, and as an investigatory tool in the investigation of a “triggering event.” The Company may resort to progressive discipline when an employee repeatedly shows poor driving habits after coaching. In cases of major safety violations, such as driving on a public roadway without a seatbelt, talking on a phone while driving, any significant at-fault accident, reckless driving, or U-turn on a public roadway may result in discharge for a first offense. These examples are not all-inclusive. In every case, the level of discipline shall be tailored to the seriousness of the misconduct and safety risks involved.

4. If the Company disciplines an employee and uses the VSP event recorder information as evidence for discipline, the video must be shown to the employee, Steward and Union Business Representative if requested.
5. The cameras will not be utilized for purposes of random or the assigned monitoring of bargaining unit employees.
6. Any discipline taken will be subject to all provisions of the parties’ existing collective bargaining agreement, including the grievance and arbitration procedure, and the Company shall bear the burden of proof in all such cases.
7. Emergency Reopening—In the event of war, declaration of emergency or imposition of economic controls during the life of the Agreement, either party may reopen the same upon sixty (60) days written notice and requires negotiation of matters dealing with wages and hours. There shall be no limitation of time for such written notice. Upon the failure of the parties to agree in such negotiations within sixty (60) days thereafter, either party shall be permitted all lawful economic recourse to support its request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements or applicable law, so as to permit economic action at the expiration thereof.
8. Separability and Savings Clause—if any article or section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity the remainder of this Agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

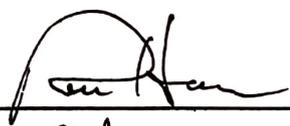
In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, and/or in the event any new or revised federal,

payments not previously provided to employees, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. There shall be no limitation of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provisions of this Agreement to the contrary.

Section 11: The Company shall install and maintain Pre Pass and Fast Track units in each Company owned truck assigned to the Ontario, CA operation.

ARTICLE 27
Term of Agreement

Unless formally amended by a written instrument, this agreement shall supersede any and all prior agreements and understandings between the parties, be they written, unwritten, or by practice. This agreement shall become effective on June 1, 2022, and shall continue in full force and effect through May 31, 2025. The parties agree to meet promptly during the sixty (60) days prior to May 31, 2025 to negotiate for a new Agreement. [TA]

International Union, United Automobile Aerospace and Agricultural Implement Workers of America, (ETA and Local #509	Ruan Transport Corporation
By: <u></u>	By: <u></u>
Its: <u>Intl. Rep.</u>	Its: <u>SVA</u>
Date: <u>6-7-2022</u>	Date: <u>6/8/2022</u>