

# AGREEMENT

between

HUNTLEIGH TRANSPORTATION SERVICE, LLC  
St. Louis MO.  
(Drivers)

and

UNITED FOOD AND COMMERCIAL WORKERS  
UNION LOCAL NO. 655

January 1, 2021

THROUGH

December 31, 2023

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## PREAMBLE

THIS AGREEMENT, mutually entered into this 1<sup>st</sup> day of January, 2021, by and between Huntleigh Transportation Services, LLC. for its facilities located at 820 Rosedale Avenue, St. Louis, MO 63112 hereinafter referred to as the "Company" or the "Employer" and United Food and Commercial Workers Union Local 655, hereinafter referred to as the "Union".

WITNESSETH, that the parties have agree and do by these presents agree as follows:

## ARTICLE 1 PURPOSE OF AGREEMENT

The parties hereto enter into this Collective Bargaining Agreement for the purposes of maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties. Both parties pledge to cooperate with each other in good faith in the enforcement of the terms and conditions of this Agreement. Both parties desire to provide uninterrupted operations to the clients they service and to provide a secure, sage and productive work environment. The Union and those persons covered by this Agreement recognize their goal is to cooperatively provide transportation safely, reliably and efficiently.

In an effort to continue harmonious and cooperative relationships with the employees, and to ensure the orderly and uninterrupted, efficient operations of the Company's business the parties desired to enter into an agreement reached through collective bargaining which will have for its purposes, among other, the following:

- a. To promote individual efficiency and service to the citizens and customer of the Company's service;
- b. To avoid interruption or interference with the efficient operation of the Company's business;
- c. To recognize the legitimate interests of the Union to participate through collective bargaining in the determination of the terms and conditions of employment;
- d. To promote fair and reasonable working conditions; and
- e. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion or the grievance procedure.

## ARTICLE 2 RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive collective bargaining agent for all matters affecting the wages, hours and terms and conditions of employment for all of its full and part time drivers employed at its Saint Louis, Missouri, facility and certified by the National Labor Relations Board in Case No. 22-RC-18990 but excluding all office clerical/reservationist/dispatcher employees, managerial employees, professional employees, guards and supervisors as defined in the Act and all other employees.

Section 2. Except as the context of this Agreement may otherwise require, the term "employees" shall be deemed to refer to employees within the above-mentioned unit. The sole purpose of this provision is to identify the categories of employees in the bargaining unit, and this provision shall not be construed or interjected so as to impose obligations or confer rights upon the parties beyond that of recognition in the unit described at the designated facility of the Employer.

Section 3. The Employer further agrees that it will not, during the entire term of this Agreement, recognize, bargain collectively with, or enter into contractual relations, either written or oral, with any other labor organization, agency, committee, individual employee or group of employees with respect to the bargaining unit covered by this Agreement.

Section 4. The Union recognized the responsibilities imposed upon it as the exclusive bargaining agent for the above employees and realizes that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the Employer must be in a strong competitive position. The Union, therefore, agrees that it will support the Employer's efforts to discourage absenteeism, tardiness and any other practices which restrict service.

### **ARTICLE 3 UNION SECURITY**

Section 1. All employees who are members of the Local Union on the effective date of this Agreement shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the thirty-first (31<sup>st</sup>) day following the effective date or the date of execution of this Agreement or the commencement of their employment, whichever is later.

Section 2. Membership in good standing is defined as the tender of periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union during the term of this Agreement.

Section 3. To enforce this Article of Agreement, the Union must furnish written notice to the Employer that an employee obligated under the provisions of this Article has failed to tender payment of periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union in accordance with the terms of this Article, together with proof of Union notification to the employee of his or her failure to comply with the terms of this Article and the consequences thereof, and the Union must request that the Employer terminate such employee pursuant to the terms of this Article. Fourteen (14) days from the date of receipt of such written notification from the Union, the Employer shall discontinue its employment of such employee.

Section 4. The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses, including

reasonable attorney's fees, in any matter resulting from action taken by the Employer at the request of the Union under the terms of this Article.

Section 5. The above provisions are subject to and limited by religious exemption provisions set forth in 29 USCA 169 and amendments thereto, and cases made and provided there under.

Section 6. The Employer shall notify the Union, in writing, of any new employees not more than ten (10) clerical working days after their date of hire. Notification shall include the name, social security number, complete home address with floor or apartment number, any phone number and date of hire. It is the Union's responsibility to sign new employees on a Union Application.

#### **ARTICLE 4 CHECK-OFF**

Section 1. Upon receipt of a signed and dated written authorization from the employee involved, the Employer shall deduct the dues and initiation fees from each Union employee's paycheck due to him bi-weekly and shall transmit them to the Secretary-Treasurer of the Union.

Section 2. The Employer agrees to deduct and transmit to the Treasurer of Local 655 the amount specified for each hour worked from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by Local 655. These transmittals shall occur monthly and shall be accompanied by a list of those employees for whom such deductions have been made and the amount deducted for each such employee and delivered to the Union by the 10<sup>th</sup> day of each month.

In the event no wages are then due the employee, or, are insufficient to cover the required deduction, it shall be the responsibility of the Union to resubmit the amount due on the next regular monthly billing.

Bi-weekly, the company will deduct from the pay of the employees, who have certified in writing, a political deduction. The Union shall furnish the amount to be deducted on the regular billing.

Section 3. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the rate of monthly dues, the proper amount of initiation fee and other deductions authorized.

Section 4. The Union agrees that it will indemnify and save harmless the Employer against any and all actions, claims, demands, losses or expenses, including reasonable attorney's fees, in any matter resulting from action taken by the Employer at the request of the Union under this Article.

## **ARTICLE 5 MANAGEMENT RIGHTS**

Section 1. The Union recognizes the exclusive right and responsibility of the Company to manage its facilities and to direct its forces.

Section 2. The Company shall have the right to exercise full control and discipline in the interest of safe and efficient service and the conduct of its business; subject, however, to the terms of the Agreement and to the employees' privilege of presenting grievance(s) as herein defined and provided for.

Except as otherwise abridged or modified by this Agreement, the Company retains rights to fully control any matters concerning the management and conduct of its business, including but not limited to:

1. Manage its business in the light of experience, good business judgment and changing conditions;
2. Manage and fulfill the mission of the Company and to direct the Company's employees;
3. Decide what contracts and services to bid on, how to operate any contracts and services, and whether to cancel or cease performing the contract or services;
4. Staff, hire, layoff in order of seniority, assign and direct employees, suspend, discharge or discipline employees for just cause;
5. Select and determine the number of employees, increasing or decreasing the workforce, including the number assigned to any particular work;
6. Establish, increase or decrease the number of shifts and their starting and/or ending times;
7. Promulgate, post and enforce reasonable rules and regulations, policies and procedure, governing the conduct and action of employees during the work hours;
8. Install or assign and remove equipment;
9. Determine the methods, including new and improved methods, procedures, materials, technology and operations to be utilized or to discontinue their performance by employees;
10. Select and determine the need and number of supervisory employees;
11. Train employees, establish, determine the content of, and implement such training programs;
12. Determine job content and qualifications of classifications;
13. Regulate, monitor and enforce the use of all equipment and other property of the Company, including, but not limited to, surveillance, GPS, SmartDrive and any similar or related technology;
14. Introduce new or improved technology, research, service, maintenance methods, materials, vehicles and equipment;

15. Determine the layout, equipment, assignment, vehicles, structures and other materials to be used in the business;
16. Determine the price at which the Company provides its services, to determine the methods of financing its operations and services and to determine the number, location and operations of departments, divisions and all other units of the Company;
17. Discontinue all or part of the Company by sale, closure, transfer, relocation or otherwise;
18. Cease doing business, partially or completely terminating operations.

The Employer's exercise or non-exercise of any right, privilege, or function hereby reserved to it, or the Employer's exercise or non-exercise of any such right, prerogative, or functions in a particular way, shall not be considered a waiver of the Employer's right to exercise, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement in the future.

Section 3. The Union recognizes that from time to time routes may be reduced, modified and/or cancelled by the customer/clients and the Company has no control over these events.

Section 4. The Union and the drivers consent to the Company using technology which records via video and audio the drivers' comments, actions, and behaviors while operating a vehicle for the Company. The Union and the drivers also consent to the Company using GPS or electronic tracking devices to monitor the location of vehicles operated by the drivers.

Section 5. No work, operation of any vehicle, equipment or use of any vehicle or equipment will become the exclusive right or jurisdiction of any employee represented by the Union.

Section 6. If the Company is required to remove any employee by the Client/Customer's request, the Employer agrees to discuss the matter with the Client/Customer to attempt to adjust the problem. The Union may receive, upon request, a copy of the directive requiring the removal of the employee. Should the Employer decide to discipline the persons covered by this Agreement, such disciplinary actions shall be subject to the grievance procedure. However, the requirement to remove the employee as requested in writing by the Client/Customer or its designee shall not be subject to the grievance procedure.

Section 7. This Agreement supersedes any previous agreements between the Company, its employees and/or the Union. The parties will not be bound by any past understandings, or practices. The parties agree that the relations between them will be governed by the terms of this Agreement, including any written amendments executed by the parties subsequent to the date of this Agreements.

## **ARTICLE 6 DISCIPLINE AND DISCHARGE**

Section 1. The Employer retains the right to discipline, suspend and/or discharge for just cause.

Section 2. The Employer agrees that as soon as practicable after discharge of an employee, other than a probationary employee, it will notify the Shop Steward and the Union of the discharge. Should a discharged employee or the Union Representative consider the discharge to be without just cause, a grievance shall be presented in writing through the Employee/Union to the Employer within ten (10) working days of the discharge.

The Employer shall review the discharge and give its answer within ten (10) working days after receiving the written grievance. If the decision by the Employer is not satisfactory to the Union, the matter may be referred to arbitration by the Union as provided for in Article 8 of this Agreement, within ten (10) working days from the date of the Employer's decision. The Union shall serve a copy of its written demand for arbitration upon the Employer simultaneous with service of its arbitration demand upon the Company and the Agency as provided for in Article 8.

The procedure set forth herein shall be used in all discharge cases in lieu of the normal grievance procedure set forth in Article 7. Failure by the Employee/Union to file a written grievance concerning discharge within the time limit provided for in Article 7 of the Agreement shall constitute acceptance of the discharge for cause and waiver of right to grieve or arbitrate such discharge unless the time limits are extended by mutual consent.

Section 3. The Company will generally follow the concepts of progressive discipline when issuing discipline for minor rule or policy infractions. The steps in progressive discipline are:

Verbal Counseling (noted in personnel file)  
Written Warning  
Final Warning  
Suspension  
Discharge

The Company reserves the right, however, to repeat steps if necessary and to skip steps entirely for more serious infractions.

The following are examples of serious offenses that may be cause for immediate discharge without prior warning:

- a. Insubordination or refusal to perform work as assigned.
- b. Theft or destruction, defacing or damaging of Company or Client property or the property of another employee or passenger.



- c. Physical violence or fighting while on duty or on Company premises or vehicles.
- d. Reporting for work under the influence of alcohol or drugs or violation of the Company's Drug and Alcohol Policy.
- e. Dishonesty, including but not limited to knowingly falsifying any document including application, time records, manifests or other documents.
- f. Threatening, intimidating, coercing or abusing fellow employees, passengers or members of the general public.
- g. Commission of a felony or serious misdemeanor while on duty
- h. Failure to maintain a valid driver's license and all other certifications required by Federal, State or Local law or regulation to operate the Company's vehicles. In the event the employee notifies the Company of a temporary loss of the required license or certification, the employee shall be first entitled to an unpaid leave of absence of up to thirty (30) calendar days in order to correct said loss of a valid driver's license or certification required to operate Company vehicles. In the event the employee does not immediately notify the Company of any loss of license or certification required to operate the Company vehicles, the employee will be terminated from employment immediately.
- i. Serious safety infractions, including serious accidents.
- j. Failure to report an accident, incident or unusual occurrence.
- k. Violation of the Company Cell Phone Policy, Unlawful Harassment policy and/or Transdev World Class Safety Policy and Procedures may also be considered serious violations.
- l. Abusive language, threats, violence or fighting
- m. Failure to properly perform a pre-trip or post-trip inspection on a vehicle and or failure to properly secure mobility assistance devices or wheelchairs, or failure to properly load, secure, transport or unload mobility impaired passengers.
- n. Possession or use of guns, explosives, or weapons
- o. Unauthorized touching or conduct with a passenger
- p. Immoral or indecent conduct
- q. Allowing another employee to use your personal pin number to fuel a vehicle or paying for another driver's fuel.

Section 4. The Company will issue an Employee Handbook outlining rules, regulations and policies. Prior to the implementation of any new or revised rule, regulations or policy the Company will give written notice to employees covered and the Union at least ten (10) days prior to the implementation, except in the event of Federal, State or Local government, the client requires immediate implementation or where safety is involved and immediate implementation is required. In such cases, the Company will notify the Union as soon as practicable but in no case later than forty-eight (48) hours after implementation.

Section 5. The Company's Safety Policy and Procedures Manual shall govern all matters of safety during the term of this Agreement.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

**Section 1.** Any dispute involving the meaning, interpretation or application of any provision of this Agreement which provides for expedited arbitration and other legal remedies for such dispute, shall be a grievance and shall be settled and determined according the following procedure which must be followed:

**STEP 1.** In the first instance an employee must discuss a grievance directly with his/her immediate supervisor with or without the presence of his/her Shop Steward with ten (10) working days of the occurrence of the condition giving rise to the grievance, and the grievance shall be answered by the supervisor within ten (10) working days after such presentation. If a satisfactory settlement is not reached within this period, the matter may then be submitted under Step 2.

**STEP 2.** The employee or the Shop Steward must reduce the grievance to writing and submit it to the supervisor involved and contact the Union Representative within ten (10) working days after the decision in Step 1. The supervisor shall give his answer in writing within ten (10) working days after the date the grievance was first presented to him/her. If a satisfactory settlement is not reached within this period, the matter may then be referred to a representative of the Employer and a representative of the Union within ten (10) working days.

**STEP 3.** A meeting will be held between the representative of the Union and the representative of the Employer within ten (10) working days after the matter has been referred to them, unless otherwise mutually agreed upon. The aggrieved individual may be in attendance at this meeting. A decision thereon shall be rendered within ten (10) working days after the holding of such meeting.

**Section 2.** Any grievance not presented under the Grievance Procedure described herein by the employee within ten (10) working days of the occurrence of the condition giving rise to the grievance shall not thereafter be considered a grievance under this Agreement unless such time limit is extended by the Employer. No payment shall be retroactive prior to the date of a grievance unless by mutual agreement which must be in writing.

**Section 3.** Should any appeal from the disposition of a grievance by a representative of the Employer not be taken by the Union within the time limits set forth in Section 1 of this Article, then the grievance shall be considered settled and any further action under the Grievance Procedure shall be forever barred. Any disposition of a grievance accepted by the Union, or from which no appeal has been taken by the Union, shall be final and conclusive and binding upon the employee, the Employer and the Union.

In any case in which an employee is aggrieved and the Union promptly notifies the employee that it does not intend to request arbitration after the Step 3 meeting, the time

for requesting arbitration shall be stayed pending the employee's exhaustion of internal Union appeals to the Union's Executive Board.

Section 4. If the Employer does not respond to a grievance within the time periods set forth in the Grievance Procedure and the Union wishes to pursue the grievance, the Union shall advance the grievance to the next step at the expiration of the time period provided for the Employer to respond to the grievance.

## **ARTICLE 8 ARBITRATION**

Section 1. It is the intent of the parties of this Agreement that the Arbitration Procedure set forth herein shall serve as a means for the peaceable settlement of any and all disputes or grievances that may arise between them which are submitted to but not settled under the Grievance Procedure provided for in Article 6. If a request for arbitration is made by either party, The Company and the Union shall mutually agree to an impartial arbitrator to hear said arbitration case; however, if said arbitrator cannot be chosen within three (3) days, then the Federal Mediation and Conciliation Service will be requested to furnish a panel of seven (7) names from which the arbitrator may be chosen. The arbitrator will be selected within seven (7) days after the receipt of the panel by both parties. The arbitrator may be chosen by alternately striking names. The party striking first will be determined by the flip of a coin. The decision of the arbitrator shall be binding on both parties.

Section 2. If a grievance is not satisfactorily settled under Article 5, Section 1, Step 3 it may be submitted to arbitration by either party provided notice in writing of the intent to do so is given to the other party within ten (10) working days of the decision under Article 5, Section 1, Step 3.

Section 3. The decision of the arbitrator will be final and binding on the Employer, the Union and all employees. Each grievance will be arbitrated separately except those of a similar nature, which may be arbitrated in one proceeding upon mutual written agreement by the parties made in advance of the hearing.

Section 4. The arbitrator shall render his decision in writing on the grievance and solely on the meaning and interpretation of the particular provision of the contract which gave rise to the dispute.

Section 5. The arbitrator shall have no power to add to, subtract from or modify this Agreement.

Section 6. The parties affected shall be afforded a full opportunity to present any evidence, written or oral, which may be pertinent to the matter in dispute. All fees and expenses of the arbitrator, together with cost related to holding the arbitration, such as costs for the hearing room, shall be borne equally by the parties. The parties shall each bear their own costs related to presentation of their case to the arbitrator.

## **ARTICLE 9 HOURS OF WORK**

Section 1. The normal work week for bargaining unit members is Sunday through Saturday. Employees covered by this Agreement shall receive one and one-half (1 ½) times his/her hourly rate of pay for all hours worked forty (40) hours in a week.

Section 2. In the event the Company is not in service due to weather or other emergencies or cancels or reduces service, employees notified prior to reporting for work shall not receive pay for that day; however, and employee shall have the option of using paid leave for the day. In the event a State of emergency is declared and an immediate shutdown is imposed, employees shall be paid a four hour minimum or only for the time actually worked, whichever is greater.

## **ARTICLE 10 SENIORITY**

Section 1. Newly hired employees shall be considered probationary and shall have no seniority rights until they have completed their probationary period of employment. Upon successful completion of their probationary period, new hires shall be considered regular employees and seniority shall be calculated as of the date of hiring. If more than one (1) employee is hired on the same date, the lowest employee number will be issued to the individual accepted first for employment. The time and date of acceptance will be noted on the employment application.

Section 2. An employee shall lose all seniority, and his/her employment status shall be terminated for the following reasons:

- a. Discharge for just cause;
- b. Voluntary quitting;
- c. Layoff beyond recall date;
- d. Absence from work for two (2) consecutive work days without permission or without properly notifying the Employer. Said notice to the Employer shall be given to the Operations Supervisor or Dispatcher.
- e. Failure to return to work after a layoff within forty-eight (48) hours after receipt of a letter, Registered or Certified Mail, or telephone or electronic notice to his/her last known address notifying him/her to report to work. It shall be the responsibility of each individual employee to notify the Employer and the Union of his/her current address or any change of address.
- f. Acceptance of employment or training for a new job while on leave of absence, sickness or injury.

Section 3. The Employer shall submit a current seniority list to the Union and maintain same on a quarterly basis. Errors must be brought to the attention of the Employer within thirty (30) days or the list will be deemed accurate.

Section 4. When overtime is available, the overtime hours will be provided in seniority order to employees that have signed the "Will Work" book for that given day. Operators that sign the "Will Work" book must cover extra work that is available and may not opt to pass on work. As the work week is Sunday through Saturday, the book can be signed up to ten (10) days in advance and may be removed up until noon the day before service. Book signature may also be done through email request. Once the "Will Work" book has been exhausted, then qualified employees may be required to work by inverse seniority.

Section 5. There will be a general pick of routes every six (6) months. The board shall be posted five (5) days prior to the effective date of a general pick and not less than two (2) days prior to the effective date of an emergency pick. The effective date of a general pick will be the first Sunday of the month affected by the pick (January, July).

Posting of the board shall consist of both visual, first hand posting at the facility, attachment to a pay stub, emailed to operators that have provided their email address, and will be provided to Union leadership electronically.

Operators shall be promoted to the best runs in accordance with the length of time they have been in the continued service of the Company and they shall be allowed, when qualified, to select such runs in seniority order when the general (above) or emergency pick (below) is made.

An emergency pick is when one or more operators has been out on any type of leave or has left the employment of the Company for a period of three (3) or more weeks. In such cases, if and only if an employee requests an emergency pick, the emergency pick shall follow the same time posting procedures for a general pick, and the pick shall begin at the run that has been vacant for the three (3) week period.

## **ARTICLE 11 PROBATIONARY PERIOD**

Section 1. The first ninety (90) working days of continuous service following the completion of training shall be considered a probationary period for new employees during which time an employee shall have no seniority standing and will be subject to layoff, discipline or discharge whether or not a member of the Union, at the sole discretion of the Employer without resort to the grievance or arbitration procedures provided for in this Agreement. The benefits provided for herein shall not be afforded until the satisfactory completion of the probationary period.

Section 2. Upon satisfactory completion of the probationary period, the new employee will be placed on the seniority list and his/her seniority will be dated back to the beginning of his/her employment.

## **ARTICLE 12    EMPLOYEE CLASSIFICATIONS**

**Regular full-time vehicle operators** – are operator employees who are not in a Part-Time or Casual status and who are regularly scheduled to work a full-time schedule. To be considered full-time an employee must normally work an average of thirty-five (35) hours per week. This requirement is for all drivers. In order to maintain full time status or employment in general, drivers will be required to drive both contract and charter routes as operational needs dictate. To determine 35 hours per week, all paid hours will be counted.

**Part-time vehicle operators** – are operator employees who are regularly scheduled to work less than the required number of hours each week necessary to attain regular full-time operator status. Part-time operators normally have a set schedule of at least 25 hours per week on a regular and ongoing basis. Part-time operators must work their schedules each week as bid or assigned and drivers will be required to drive both contract and charter routes as operational needs dictate.

**Casual vehicle operators** – are operator employees who have no set schedule and have the ability to turn down requests to work by management within reason. Casual operators will be required to drive both contract and charter routes as operational needs dictate unless otherwise arranged. Due to a variety of reasons, casual employees must work at least 3 shifts per month (unless otherwise approved and work is available) to maintain their employment status. Casual vehicle operators will be called for their shifts by rotating seniority to give employees the opportunity to work shifts.

Full time vehicle operators that have had their hours reduced will be offered available hours first. Part time vehicle operators that have had their hours reduced will be offered available hours before Casual operators.

Employee classification will not change due to an involuntary reduction of hours.

If a part-time vehicle operator becomes a full-time vehicle operator, his seniority shall be that of the date employed as a full-time worker. A person who is changed from full-time to part-time to avoid involuntary layoff shall continue to accrue seniority the same as a full-time vehicle operator.

Full-time employees on layoff and full-time employees being laid off will be offered part-time work, if available, before part-time employees are hired.

## **ARTICLE 13    LAYOFF**

Section 1. In the event of reduction in force, the Employer shall determine which employees are to be laid off based upon consideration of the factors of experience, ability and qualifications. Where such factors are equal or comparable, employees with less seniority shall be laid off first.

Section 2. In the event of reduction in force, probationary employees shall be terminated before any regular full or part-time employees are laid off. Part-time employees shall be laid off before full-time employees, provided such full-time employees are willing to work a part-time schedule.

New employees will not be hired while employees with seniority are on layoff and subject to recall unless employees on layoff with recall rights lack the experience, ability, qualifications and the physical fitness required to perform the available work without training.

#### **ARTICLE 14    RECALL**

Section 1. Seniority shall accumulate during layoff while subject to recall.

Section 2. Employees with less than one (1) year of seniority shall be eligible recall for three (3) months.

Section 3. Employees with one (1) or more years of seniority at the time of layoff shall have recall rights for six (6) months.

Section 4. Employee shall be recalled in inverse order of layoff, provided they possess the necessary experience, ability and qualifications to perform the available work without training.

Section 5. Any employee who fails to accept recall to his/her former job shall be conclusively presumed to have waived all recall rights and to have voluntarily quit his/her job, by reason of which his/her employment status shall be terminated.

#### **ARTICLE 15    BEREAVEMENT**

If an employee wishes to take time off for the death of an immediate family member, the employee should notify his or her supervisor immediately.

Up to three days of paid bereavement leave will be provided to full-time and part-time vehicle operator employees according to the specifications of company policy.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses or shift differentials.

Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the supervisor's approval, use any available paid vacation time for additional time off as necessary.

Huntleigh Transportation Services, LLC. Defines "immediate family" as the employee's spouse, child, parent, sibling, grandparent, grandchild, parent-in-law and stepchildren.

A relative "outside the immediate family" is defined as a niece or nephew. One day paid bereavement is paid for these family members.

Any bereavement time taken for other than the above mentioned, would be granted as an unpaid day, if operating requirements allow.

The bereavement benefit will be provided if the employee was scheduled to work and will be paid for the same hours as if they worked.

## **ARTICLE 16     MILITARY SERVICE**

The Employer agrees to comply with all applicable Federal and State laws relating to employment and reemployment rights of employees who volunteer for or who are called to active military service in the Armed Forces of the United States.

## **ARTICLE 17     FAMILY AND MEDICAL LEAVE**

Section 1. Employees who have been employed for at least one (1) year and have worked at least 1,250 hours during the preceding 12-month period are eligible for family and medical leave.

Family or medical leave will be unpaid leave but may run concurrent with paid time off (if available). If leave is requested for an employee's own serious health condition, the employee must use all of his/her accrued paid vacation leave, sick leave or personal leave. If leave is requested for any of the other reasons listed below, an employee must use all of his/her accrued paid vacation or personal leave. The remainder of the leave period will then consist of unpaid leave.

Section 2. Reasons for Leave. All employees who meet the applicable time-of-service requirements may be granted a total of twelve (12) weeks of unpaid family leave and paid sick, vacation, and personal leave combined (during any 12-month period) for the following reasons:

1. The birth of the employee's child and in order to care for the child;
2. The placement of a child with the employee for adoption or foster care;
3. To care for a spouse, child or parent who has a serious health condition; or
4. A serious health condition that renders the employee incapable of performing the functions of his/her job.

The entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve (12) months from the date of the birth or placement. Leave may be taken intermittently as provided by law.



Section 3. Application for Leave. In all cases, an employee requesting leave must complete an "Application for Family and Medical Leave" and return it to the Manager. The completed application must state the reason for the leave, the duration of the leave, and the starting and ending dates of the leave.

Section 4. Notice of Leave. An employee intending to take family or medical leave because of an expected birth or placement, or because of a planned medical treatment, must submit an application for leave at least thirty (30) days before the leave is to begin. If leave is to begin within thirty (30) days, an employee must give notice to his/her immediate supervisor as soon as the necessity for the leave arises.

Section 5. Medical Certification of Leave. An application for leave based on the serious health condition of the employee or the employee's spouse, child or parent must also be accompanied by a "Medical Certification Statement" completed by the applicable health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition.

Section 6. Benefits Coverage During Leave. During a period of family or medical leave, an employee will be retained on the health plan provided herein under the same conditions that applied before leave commenced. To continue health coverage, the employee must continue to make any contributions that he/she made to the plan before taking leave. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage.

If the employee fails to return to work after the expiration of the leave, the employee will be required to reimburse the company for payment of health insurance premiums during the family leave, unless the reason the employee fails to return is the presence of a serious health condition which prevents the employee from performing his/her job or to circumstances beyond the employee's control.

An employee is not entitled to the accrual of any seniority or employment benefits that would have accrued if not for the taking of leave. An employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date leave began.

Section 7. Restoration to Employment. An employee eligible for family and medical leave will be restored to his/her old position or to a position with the equivalent pay, benefits, and other terms and conditions of employment. It is not guaranteed that an employee will be returned to his/her original job. A determination as to whether a position is an "equivalent position" will be made by the company according to the grievance and arbitration provisions of this Agreement.

Section 8. Return from Leave. An employee must complete a "Notice of Intention to Return From Family or Medical Leave" before he/she can be returned to active status. If an employee wishes to return to work prior to the expiration of a family or medical leave

of absence, notification must be given to the employee's supervisor at least five (5) working days prior to the employee's planned return.

Section 9. Failure to Return From Leave. The failure of an employee to return to work upon the expiration of a family or medical leave of absence will subject the employee to immediate termination unless an extension is granted. An employee, who requests an extension of family leave or medical leave due to the continuation, recurrence or onset of her/his own serious health condition, or of the serious health condition of the employee's spouse, child or parent, must submit a request for an extension, in writing, to the employee's immediate supervisor. This written request should be made as soon as the employee realizes that she/he will not be able to return at the expiration of the leave period.

Section 10. Family and medical leave shall run concurrently with other forms of leave provided by this agreement, i.e., all other leave must be taken first, such as vacation and personal days.

## **ARTICLE 18 JURY DUTY**

Huntleigh Transportation Services, LLC. Encourages employees to fulfill their civic responsibilities by serving jury duty when required. Regular full-time and part-time vehicle operators may request up to eighty (80) hours of paid jury duty served over any one-year period.

Jury duty pay will be calculated on the employee's base rate times the number of hours the employee would otherwise have worked on the day of absence, less the jury duty pay received by the employee.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, vacation benefits) or may request an unpaid jury duty, leave of absence.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence.

Either Huntleigh or the employee may request an excuse from jury duty if, in Huntleigh's judgment, the employee's absence would create serious operational difficulties.

Huntleigh will continue to provide health insurance benefits for those on approved jury duty leave that had such benefits prior to being called. Vacation will continue to accrue only during paid jury duty leave.

The jury duty benefit will be provided if the employee was scheduled to work and will be paid for the same hours as if they worked.

## **ARTICLE 19    HOLIDAYS**

The Company will grant paid holiday time off to all regular full-time vehicle operators on such paid holidays that are granted at the facility at which such employees are located.

The Company will grant paid holiday time off to all eligible employees upon assignment to an eligible employment classification in the following manner:

Paid holidays for eligible employees after successful completion of their 90-day probation are as follows:

New Year's Day  
4<sup>th</sup> of July  
Thanksgiving Day

Labor Day  
Memorial Day  
Christmas Day

Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours normally worked for the day in question.

To be eligible for holiday pay, employees must work their entire schedule on the last scheduled day preceding the holiday, and the first scheduled day immediately following the holiday.

A recognized holiday that falls on a Saturday will be observed on the Friday preceding the holiday, and one that falls on a Sunday will be observed on the following Monday unless business necessity dictates that management make other arrangements.

If a recognized holiday falls during an eligible employee's paid vacation time off, holiday pay will be provided instead of the vacation pay benefit that would otherwise have applied, thus preserving a paid vacation day for the employee.

Operational needs may force some employees to work on a recognized holiday. In such situations, the eligible employee will receive time and one-half for the hours worked on the holiday.

## **ARTICLE 20    PAID TIME OFF**

In order for a driver to be eligible for vacation and personal days, a minimum of thirty-five (35) hours per week must be maintained.

## **Section 1. Vacation Benefits**

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Regular Full-time vehicle operators are eligible to earn and use vacation time as described in this policy.

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule shown in this section. However, before vacation time can be used, an initial eligibility period of one (1) year of continuous employment must be completed. After that time, employees can request use of earned vacation time.

The amount of paid vacation time employees receive after one (1) year of full-time employment, is one (1) week.

After three (3) years of full-time employment, the amount of vacation the employee received is two (2) weeks.

After seven (7) years of full-time employment, the employee receives three (3) weeks of vacation.

One week is based upon the number of hours worked in the employee's normal work schedule. Any distortion, for example overtime, to the regular schedule will not be considered while calculating vacation pay.

Part-time employees shall receive one (1) week of vacation after two (2) years of service.

Vacation requests must be made at least two (2) weeks in advance and will be approved by the manager of that department unless business and staffing requirements dictate otherwise. Vacation time is not considered approved until management has signed your written request form.

Paid vacation time can be used in minimum increments of one-full day. Employees approved to take vacation must work their entire schedule on both the day prior and day after the vacation day(s) in order to receive vacation pay.

Vacation time off is paid at the employee's base rate at the time of vacation. It does not include any special forms of compensation such as overtime, incentives, bonuses, commission, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees may not carry unused vacation time over to the next benefit year.

Upon termination of employment, whether voluntary or requested, employees will be paid for unused vacation time that has been earned through the last day of work.

## **Section 2. Requests for Unpaid Time Off**

If a Full-time driver wishes to take unpaid time off for any reason other than bereavement, jury duty, or medically approved "Family or Medical" leave, a formal written request must be filled out and approved by management, two (2) weeks in advance. Accrued vacation time and personal days must be used before any unpaid requests for time off will be honored. Additionally, it is company policy that any request for time off be denied if operational needs would be negatively affected by the request. The exception to denied time would be "Family or Medical" leave which requires a medical statement from a licensed physician specifying the time off needed.

## **Section 3. Personal Day(s) Off**

Eligible Full-time employees will be granted two (2) personal days each year after one (1) full year of full-time employment.

Eligible Part-time employees will be granted two (2) personal days after two (2) full years of employment.

Effective, January 1, 2021, Full-time employees with five (5) years of service or more will be granted two (2) additional personal days.

However, one personal day may be used (borrowed), if necessary, after the initial ninety (90) days full-time employment has been successfully completed. The second personal day must be held until the employee's anniversary date has been reached.

Drivers are required to fill out a "request for time off" form and submit it to the supervisor two (2) days prior to the personal day needed. Time off is not approved without a request form that has been signed by management.

## **ARTICLE 21    WAGES**

Operator starting wage rate:	Effective January 1, 2021 - \$11.50 per hour
	Effective January 1, 2022 - \$12.00 per hour
	Effective January 1, 2023 - \$12.50 per hour

Effective January 1, 2021:

- Operators making \$11.00 per hour will make \$11.50 per hour upon ratification.
- Operators making \$11.33 per hour will make \$11.50 per hour upon ratification.
  - o These operators will receive a thirty-three cent (33¢) increase per hour on their anniversary date.
- Operators making \$11.38 per hour will make \$11.50 per hour upon ratification.
  - o These operators will receive a \$0.38 increase on their anniversary
- Operators making more than \$11.38 per hour will receive a \$0.50 increase on their anniversary date

Effective January 1, 2022:

- Operators making \$11.50 per hour will make \$12.00 per hour.
- Operators making \$11.83 per hour will make \$12.00 per hour.
  - o These operators will receive an eighteen cent (18¢) increase per hour on their anniversary date.
- Operators making \$11.88 per hour will make \$12.00 per hour.
  - o These operators will receive a twenty-three cent (23¢) increase per hour on their anniversary date.
- Operators making more than \$11.88 per hour will receive a three percent (3%) increase on their anniversary date.

Any Operator that experienced an "anniversary date" prior to ratification will receive the "anniversary increase" and only the "anniversary increase" retroactively.

Any employee that makes less than \$14.00 per hour upon fifteen (15) years of service with the Company will be increased to \$14.00. This clause will occur for all employees during the term of the contract.

Effective January 1, 2023:

- Operators making \$12.00 per hour will make \$12.50 per hour.
- Operators making \$12.18 per hour will make \$12.50 per hour.
  - o These operators will receive a five cent (5¢) increase per hour on their anniversary date.
- Operators making \$12.23 per hour will make \$12.50 per hour.
  - o These operators will receive a ten cent (10¢) increase per hour on their anniversary date.
- Operators making more than \$12.23 per hour will receive a three percent (3%) increase on their anniversary date.

The Company maintains the right to increase the operator starting wage rate and will notify the Union prior to any wage rate increase. In no such case will the starting wage rate exceed that of existing employees.

## **ARTICLE 22**     **HEALTH AND WELFARE BENEFITS**

The Company agrees to offer medical, dental and vision benefits to all full-time employees covered by this agreement following ninety (90) consecutive days of full-time employment. Full-time employment is defined as those scheduled to work 30 hours or more per week. The Company reserves the right to change or modify its medical plans, including but not limited to the right to change insurance carriers or administrators, the amount of employee contribution for individual and dependent coverage, the initial length of employment eligibility period. The Company agrees to meet the requirements of the Patient Protection and Affordable Care Act (PPACA) or other legislation that may amend or replace it.

The Company will provide, at no cost to the employee Life and AD&D coverage in the amount of one (1) times their annual base salary. Supplemental Life insurance will be made available to employees elect at their own expense.

## **ARTICLE 23**     **SAFETY AND HEALTH**

Section 1. The Employer agrees to comply with all health and safety laws and regulations, and the Union agrees that all employees will comply with all safety regulations and will wear all necessary protective equipment, which shall be provided by the Company, at the Company's expense. The Employer and the Union shall establish a Safety Committee which shall meet quarterly to discuss issues of safety.

Section 2. The Employer will provide hand sanitizer and disinfectant wipes on all busses and vehicles. The Employer will provide masks for all Employees upon employee request. The busses and vehicles will be cleaned/sanitized.

## **ARTICLE 24**     **UNIFORMS**

The Company shall determine the uniforms to be worn by employees and shall furnish the required uniforms. Subsequent to the initial set, uniform items will be replaced by the Company when worn or damaged.

## **ARTICLE 25**     **EQUAL OPPORTUNITY/NON-DISCRIMINATION**

Section 1. The Company will not discriminate and will not tolerate discrimination based on race, gender, sexual orientation, gender identity, marital status, age, religion, color, creed, national origin, ancestry, genetic characteristics, veteran or military status, disability, domestic violence victim status, or any other factor prohibited by applicable state, federal or local law. This applies to all terms, condition and privileges of employment including recruiting, hiring, initial periods of employment, job assignments, training and development, promotion, transfer, compensation, benefits, educational

assistance, layoff and recall, social and recreational programs, termination and separation.

Section 2. The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership in the Union or because of any employee's lawful activity and/or support for the Union.

## **ARTICLE 26**    **UNION VISITATION**

Section 1. The President or a qualified representative of the Union shall be allowed to visit the Employer's facility during normal business hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto, or for assisting in the adjustment of grievances. This right shall be exercised reasonably. Such visit shall not cause any interruption to the Company's operation or interference with the work of the employees be done with minimum interference with production and other work and functions of the Employer.

Section 2. The representative of the Union in such cases shall notify the Employer upon his arrival at the facility and upon his leaving the facility.

## **ARTICLE 27**    **SHOP STEWARDS**

Section 1. The Union shall have the right to designate a Shop Steward who may have an alternate to act only in his absence from the Employer's facility. No employee shall act as a Steward or alternate until his name has been certified to the Employer by the Union in writing.

Section 2. There shall be no pay for time spent on Union business, including investigation and processing of grievances.

Section 3. The Steward and his alternate shall have no authority to take strike action or direct a showdown, sympathy strike or any other action which interferes with or interrupts the business of the Employer and shall by their example, discourage such action by other employees. Where the Steward or his alternate, or either of them, participates in such strike action, slowdown, sympathy, strike or any other related activity, they shall be subject to disciplinary action, including discharge by the Employer at its discretion and without regard to any disciplinary or discharge action which the Employer may or may not impose upon other employees who participate in any such strike or other form of work stoppage.

## **ARTICLE 28**    **BULLETIN BOARDS**

The Company will provide the Union with access to a bulletin board, the use of which will be limited to providing members with notices providing only the dates and times of union meetings and/or social events or notices limited to providing employees with the



amounts and effective dates of changes in union dues, initiation fees or union provided benefits.

## **ARTICLE 29     RETIREMENT PLAN [401(k)] PROGRAM**

All employees, part-time and full-time, are eligible to participate in the company sponsored 401k plan. There is no company contribution.

## **ARTICLE 30     SEPERABILITY AND SAVINGS CLAUSE**

Section 1. Any part of this Agreement which conflicts with applicable Local, State or Federal laws or regulations shall be considered invalid. Such invalidity will not affect any other provisions of this Agreement. Nothing contained in this Agreement is intended to violate any State or Federal laws, rules or regulation made pursuant hereto.

Section 2. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of all 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.

Section 3. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party may submit the matter to arbitration under the provisions of Article 10 for binding resolution.

## **ARTICLE 31     TERMS OF AGREEMENT**

Section 1. The parties agree that they have bargained fully with respect to all legally permissible matters or subjects of collective bargaining that were raised during negotiations, and that they have settled all such matters as set forth in this Agreement. The parties further agree that any former term or condition of employment not expressly incorporated in or expressly covered by this Agreement is no longer a term or condition of employment of employees covered by this Agreement.

Section 2. Each of the parties to this Agreement hereby waives any right to require the other to bargain concerning any modification or amendment of, or supplement to, this Agreement or concerning any legally permissible subject of collective bargaining that could have been covered by this Agreement but was not, at any time during the term of this Agreement, or any extension thereof.

Section 3. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions expressly contained in this Agreement shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless made and executed in writing between the parties to this Agreement.

Section 4. The failure of the Employer to insist upon strict performance of any covenant or provision of this Agreement or to exercise any option herein conferred, in any one or more instances shall not be construed as a waiver in the future of any such covenant, provision or option and the same shall be and remain in full force and effect.

**ARTICLE 32**      **DURATION OF AGREEMENT**

This Agreement shall become effective January 1, 2021 and shall continue in effect until December 31, 2023 and from year to year thereafter unless written notice of a desire to terminate or modify the Agreement is given by either party, the Company or the Union, to the other party not more than ninety (90) or less than sixty (60) days prior to the expiration of the Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer as of this 12<sup>th</sup> day of February, 2021.

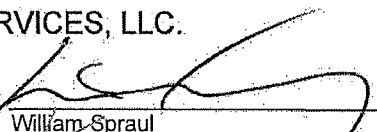
UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL 655

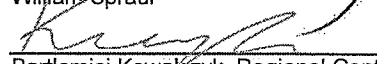
BY: 

BY: 

DATE: 3/18/21

HUNTLEIGH TRANSPORTATION  
SERVICES, LLC.

BY:  *Trowsdale*  
William Spraul *RNP*

BY:   
Bartłomiej Kowalczyk, Regional Controller

DATE: 02/19/2021