

AGREEMENT

Between

ACME DELIVERY SERVICE, INC.

and

**LOCAL UNION NO. 17 of the INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

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AGREEMENT

between

ACME DELIVERY SERVICE, INC.

and

LOCAL UNION NO. 17 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS

TERM: July 16, 2022 to January 15, 2024

THIS AGREEMENT, for and on behalf of ACME DELIVERY SERVICE, INC., hereinafter referred to as the "Employer", and LOCAL UNION NO. 17 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", agree to be bound by the following terms and provisions covering wages and working conditions.

ARTICLE 1

RECOGNITION. The Employer recognizes the Union as the sole collective bargaining representative of all classifications of employees enumerated in Appendix "A", but EXCLUDING all other employees, including clerical employees, office employees, janitors, watchmen, solicitors, salesmen, foremen, dispatchers, and all supervisory employees with the authority to hire, promote, discharge or discipline.

In the event the Employer begins a ramping operation or a straddle crane operation, rates governing such operations shall be subject to negotiations between the parties, and new rates shall be retroactive to the date the need for a new rate is stated to the Employer in writing. In the event the parties are unable to agree upon a new rate, the matter will be resolved under the Grievance and Arbitration procedures set forth elsewhere in this Agreement.

ARTICLE 2

UNION SHOP. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union as a condition of employment.

All new employees covered by the agreement and coming under the jurisdiction of the Union, as set forth in the Recognition Clause, Article 1, shall as a condition of employment, become and remain members in good standing of the Local Union on and after the thirty first (31st) day, but before the sixtieth (60th) day following the beginning of their employment, or on and after the thirty first (31st) day, but before the sixtieth (60th) day following the effective date of this subsection, whichever is the later.

"Good Standing", for the purpose of this Agreement, is interpreted to mean the payment or tendering of initiation fees and periodic Union dues.

By the tenth of each month, the Employer shall furnish the Union with a list of names of employees who are not on the seniority list who worked in the preceding calendar month. Such list shall give the employee's name and social security number.

It shall be the obligation of the Union to advise the Employer in writing of any employee who fails to become or remain a member of the Union as required above. The employee shall have three (3) working days from the date the Employer receives said notice in writing in which to join the Union, or he shall be discharged.

ARTICLE 3

CHECK-OFF OF MONTHLY DUES AND INITIATION FEES. The Employer agrees to a check-off of Union membership dues, consisting of monthly dues, initiation fees and uniform assessments for all Union employees covered by this Agreement, provided that the Union delivers to the Employer a written assignment signed by the employee, irrevocable for one (1) year or the expiration of this Agreement, whichever shall occur sooner. 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 such assignment, together with an itemized statement of dues, initiation fees and assessments owed, to be deducted for such month from the pay of such members; and the Employer shall deduct and remit to the Union in one (1) lump sum the amounts so certified in respect to each such member from the first (1st) paycheck of such members, within five (5) days following the receipt of such certification of statement.

ARTICLE 4

RIGHTS OF MANAGEMENT. The Employer shall have the sole right to manage the plant and direct the working forces, including but not limited to the right to hire, promote, transfer, discharge or assign work so long as the exercise of these rights is not in conflict with the terms of this Agreement.

ARTICLE 5

OVERTIME PER DAY AND PER WEEK. Employees shall be paid at the rate of time and one-half (1-1/2) their base hourly rate of pay as follows:

- (a) For all work performed in excess of eight (8) hours in any twenty-four (24) hour period, exclusive of the lunch period, which shall not exceed one-half (1/2) hour for employees working five (5) consecutive eight (8) hour shifts. The above one-half (1/2) hour lunch period does not apply when the Employer is working on Contract accounts, in which case the lunch period shall not exceed one (1) hour. If the employee is worked before his normal starting time, the employee shall be offered eight (8) hours at straight-time.
- (b) For all work performed in excess of ten (10) hours in any twenty-four (24) hour period, exclusive of the lunch period, which shall not exceed one-half (1/2) hour for employees working four (4) ten (10) hour shifts. The above one-half (1/2) hour lunch period does not apply when the Employer is working on Contract accounts, in which case the lunch period shall not exceed one (1) hour. If the employee is worked before his normal starting time, the employee shall be offered ten (10) hour at straight-time.
- (c) For all work performed in excess of forty (40) hours per week, exclusive of the lunch periods, which shall not exceed one-half (1/2) hour daily. The above one-half (1/2) hour lunch period does not apply when the Employer is working on Contract accounts, in which case the lunch period shall not exceed one (1) hour.

Long Distance Van Drivers (drivers who are picking up and delivering outside the State of Colorado) shall be exempt from the overtime provisions as above set forth.

Overtime penalties will not be paid twice for daily and weekly overtime hours worked.

The Employer's previously established right to require holiday overtime shall continue during the life of this Agreement.

Daily overtime will be offered to the regular employees within the department, if no employee volunteers for the work the company will force by reverse seniority of all the employees working that day. Full day overtime will be offered and required subject to the seniority provisions of this Agreement.

When the need for unanticipated overtime arises for a job which has not been performed during that day, that overtime shall be offered to the senior employee who has reported to the supervisor at the end of this shift and stated his desire to work any then – available overtime provided the volunteer is qualified both by ability and experience to perform the necessary work in accordance with the standards established by the Employer. In the event no employee volunteers, this overtime shall be assigned to the least senior employee immediately available, who is qualified both by ability and experience to perform the necessary work in accordance with the standards established by the Employer. The dispatcher or supervisor will endeavor to avoid forcing such overtime on an employee who has advised the employer of his desire to avoid overtime on that date. Any employee who will be forced to work overtime will be notified no later than 2 hours prior to the end of their bid shift.

If an employee has a compelling personal reason which makes it difficult for him to work overtime on Monday through Friday, and if he has so advised the Employer of this reason no later than the beginning of his shift, the Employer shall not require said employee to work overtime on that date if the Employer has sufficient manpower on the job to handle the job satisfactorily.

ARTICLE 6

DAILY AND WEEKLY GUARANTEES. The workweek shall normally be scheduled Monday through Sunday. The most senior seventy-five percent (75%) of the regular employees shall be guaranteed forty (40) hours of work or pay per week, in four (4) consecutive or non-consecutive days for ten (10) hour employees and five (5) consecutive or non-consecutive days for eight (8) hour employees. The 75% shall be based upon seniority list, less those persons who have been on layoff via letter, with copy to Union, for one full week or more and who have not been temporarily recalled by their Employer for more than one day in Monday through Sunday workweek, and less those persons who were unavailable to work throughout the entire workweek.

The two year layoff forfeiture provision of the seniority clause runs from the last day an employee actually worked, even though previously temporarily laid off.

Regular eight (8) hour employees shall be guaranteed eight (8) hours of work or pay when reporting for work Monday through Sunday. Regular ten (10) hour employees shall be guaranteed ten (10) hours of work or pay when reporting for work Monday through Sunday. All regular employees shall be guaranteed four (4) hours of work or pay when reporting for work on off duty days or holidays.

Laid off employees, when called and reporting for temporary work at the specified time, shall be guaranteed eight (8) hours of pay per day. If the laid off employee accepts such work, he shall do so with the understanding that the overtime penalty provisions of Article 5 are waived for the specific twenty-four (24) hour period.

Holidays observed under Article 10, whether worked or not, will be counted as hours worked in fulfilling the forty (40) hour guarantee.

An employee who is tardy or who is excused from work for part of the day or part of the week for any reason shall have the number of hours guaranteed reduced by the time lost as a result of such tardiness or absence. An employee who is discharged for cause or who voluntarily quits shall have his guarantee reduced to the number of hours actually worked up to the time of his discharge or voluntary quit.

The above guarantees shall not be applicable when work is not available due to causes beyond the control of the Employer, such as, but not limited to, fire, flood, civil commotion or strikes.

Daily and Weekly Guarantees. Does not apply to an employee who works during his scheduled vacation period with one exception – the employee receives an eight (8) hour guarantee for each day the employee works. Any employee who desires to work during his scheduled vacation is to notify his supervisor two (2) weeks prior to the scheduled vacation time; those employees will only be called provided all other regularly scheduled bid personnel, unassigned “percenters” and probationary employees are working.

The Employer agrees that it will contact the Union to inquire as to whether or not the Union has personnel available for casual work prior to contacting a private supplier of temporary help. The employer will be advised at the time of such call whether or not such help is available at the time needed. If the Union cannot make such persons available at the time needed the Employer may then proceed to hire through the private supplier of temporary help.

The Employer will provide a monthly report to the Union showing the total number of temporary employees used each day and their names.

The Employer reserves the right to reject any person sent out by the Union if such person is not qualified to perform the necessary work, and the four (4) hour guarantee shall be waived under such circumstances. If such person begins work, however, he shall receive the four (4) hour guarantee.

Pay for work Performed: All work performed by employees who are called and report for work shall be paid for by the Employer. It is understood that payment shall be made to the nearest quarter hour. An employee who is injured on the job and who a Physician determines is unable to continue his work for that day shall be paid for a total of eight (8) hours for an eight (8) hour employee and ten (10) hours for a ten (10) hour employee. The eight (8) or ten (10) hours shall include the time worked prior to the injury.

Daily Classifications. It is agreed that when an employee works two (2) hours or more in a higher classification of work, the rate for the higher classification shall apply for the entire day. This provision shall not apply to over-the-road truck drivers. When a regular employee has clocked out and actually departed from the Employer's premises and is thereafter "called back" for work the employee shall be guaranteed four (4) hours pay at one and one-half (1-1/2) times the regular rate of pay for the classification of work that the employee performs.

ARTICLE 7

CLASSIFICATIONS AND WAGES. The hourly rates of pay and the job classifications shall be as set forth in Appendix "A", attached hereto and by this reference made a part hereof.

ARTICLE 8

SCALING DOWN. When an employee by reason of physical handicap or otherwise is unable to earn a fair profit for his Employer upon the wage scale herein provided, he will be permitted by mutual agreement between the Employer, the Union and the employee to continue rendering service and performing labor for his Employer, if his services are desired, at a rate less than the regular rate for his classification. All agreements reached covering the above must be in writing, signed by the Employer, the Union and the employee. The Employer and the Union agree to abide by the Americans with Disabilities Act as referred to in Article 37.

ARTICLE 9

EMPLOYEES' EXPENSES. Whenever employees or groups of employees are working away from Denver, Colorado, and its surrounding metropolitan area, and by reason thereof are compelled to remain away from home overnight and incur extra expenses for meals and lodging, such expenses in reasonable amounts shall be paid for by the Employer upon presentation of receipts for the expenditures. The Employer reserves the right, if there is a foreman on the job, to have the foreman handle all expenses for the men on the job.

The Company reserves the right to make adequate lodging arrangements for overnight trips for employees. Any disputes shall be subject to the grievance procedure.

When employees or groups of employees are to work on a job site in excess of seven (7) days, the Union, the employees involved and the individual Employer will make arrangement for maintenance for all time in excess of seven (7) days.

ARTICLE 10

HOLIDAYS. The following holidays will be considered as holidays for all employees as set forth herein: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, December 24th and Christmas Day.

When one of the designated holidays occurs on Sunday, the Employer reserves the option to observe said holiday on the following Monday. When one of the designated holidays occurs on Saturday, the Employer reserves the option to observe said Holiday on the preceding Friday.

Two each year are available to each employee who has completed one year of service. Any sick day taken the day before or day after a Holiday will require a Doctor's written certification of illness in order to be considered valid as a paid sick day.

An additional holiday will be earned each year by individual employees who have exceptional attendance record during the previous calendar year. The Union – Management Committee will determine the qualifications for the additional holiday.

All employees of the Employer who work all hours on the regularly scheduled workday preceding the holiday and on the regularly scheduled workday following the holiday, shall be paid eight (8) hours for eight (8) hour employees and ten (10) hours for ten (10) hour employees, of pay at the employees straight time hourly rate as holiday pay for time not worked, including holidays occurring on Saturday.

Employees whose absence has been excused by the Employer on the regularly scheduled workday preceding the holiday and the regularly scheduled workday following the holiday shall be considered as having worked for the purpose of qualifying for holiday pay.

Employees whose date of layoff falls within the holiday week will receive holiday pay. Employees who are absent up to a maximum of thirty (30) days prior to the occurrence of a holiday for the reason of having been injured on the job shall receive holiday pay if otherwise qualified. Employees who are on leave of absence or who are unable to work because of injuries received off the job or employees who have resigned or employees who are terminated for cause, shall not be entitled to holiday pay as herein provided.

Employees required to work on any of the above-named holidays shall be paid for all hours worked at their straight-time hourly rate of pay in addition to the holiday allowance above set forth except that an employee required to work on New Years' Day, Labor Day or Christmas Day shall be paid at the rate of time and one half (1-1/2) his straight-time hourly rate for all hours worked on such holiday.

Hours paid for but not worked on a holiday will be counted as hours worked for the purpose of computing weekly overtime, except holidays occurring on Saturday or Sunday, for which the employee receives eight (8) hours' compensation at straight-time. If the holiday is worked, only hours worked in excess of eight (8) hours will be used in computing time in excess of forty (40) hours, since the employee has been credited for eight (8) hours on a holiday, whether such holiday is worked or is not worked.

In the event the holiday falls during an employee's scheduled vacation, the employee will receive holiday pay or an extra day vacation at the option of the Employer.

"Employees", for the purpose of this article, are defined as employees who have completed their probationary period.

ARTICLE 11

VACATIONS. All vacations will be paid at in accordance with the employee's hourly straight-time rate as follows:

0 – 9 Years of Service	43 Hours of Vacation
10+ Years of Service	45 Hours of Vacation

The Employer will grant one (1) week vacation to all employees who have been in the continuous service of the Employer for one (1) year preceding the period in which the vacation is to be taken.

The Employer will grant two (2) weeks' vacation to all employees who have been in the continuous service of the employer for a period of two (2) years preceding the period in which the vacation is taken.

The Employer will grant three (3) weeks' vacation to all employees who have been in the continuous service of the Employer for a period of seven (7) years preceding the period of which the vacation is to be taken.

The Employer will grant four (4) weeks' vacation to all employees who have been in the continuous service of the Employer for a period of sixteen (16) years preceding the period in which the vacation is to be taken.

The Employer will grant five (5) weeks' vacation to all employees who have been in the continuous service of the Employer for a period of twenty-five (25) years preceding the period in which the vacation is to be taken.

The right to determine the vacation period shall rest with the Employer so as to insure the continuous and proper operation of his business. Seniority will generally govern in the granting of vacations.

The Employer will continue its past practice of allowing a certain number of employees to be on a vacation each week of the year but, shall allow a minimum of two (2) employees at the time except for the week beginning the last Monday of each month when a minimum of one (1) employee shall be allowed on vacation.

Employees receiving two (2) or more weeks of vacation shall be entitled to split their vacation in one (1) week increments. In addition, employees shall have the option of scheduling one (1) week of vacation in increments of one (1) day at a time. First choice of scheduling vacations will be by seniority; second choice will be by seniority after all eligible employees have had an opportunity to exercise their first choice. Vacation time must be scheduled in full week increments except the one (1) week that may be scheduled in one (1) day increments.

The Company shall determine the number of employees allowed to be off one day at a time vacation. Employees shall give 2 weeks notice for day at a time vacation, which will be awarded by seniority. All other day at a time vacation shall be at the Company's discretion.

The last hiring date of the individual employee shall determine his eligibility for vacation. Vacation shall be taken any time after the employee's anniversary hiring date but prior to his next anniversary hiring date. Vacation shall not be cumulative.

In case of leave of absence granted an employee, his anniversary hiring date, for the purpose of determining eligibility for vacation, shall be changed by adding to it the period

of his leave of absence. The vacation week shall be based on a calendar week and all vacations shall begin on Monday.

Earned vacation pay will be paid on the pay period in which it is taken. There will be no advance on vacation pay.

In the event a regular employee with more than one (1) year of service retires, quits or is discharged, such employee shall be paid pro rata vacation pay for time worked between his most recent anniversary hiring date and his date of retirement.

Hours paid for vacation pay shall be considered as hours worked for the purpose of the Dental Plan and the Health and Welfare Program.

ARTICLE 12

PAY CLAIM. Any claim for overpayment or underpayment due to error or otherwise must be presented by the employer, employee or the Union to the Employee or the Employer in writing within forty-five (45) days of date employee is paid; otherwise, the employer, the Union and the employee agree that payment has been made in full.

ARTICLE 13

WAGE REDUCTIONS. No employee who was receiving more than the rate of pay designated herein for the class of work in which he was engaged previous of the signing of this Agreement shall suffer a reduction because of the provisions hereof.

ARTICLE 14

UNIFORMS. If the Employer requires employees to wear uniforms, uniform shirts or uniform caps, same shall be furnished to the employee free of charge, and the responsibility of cleaning or laundering shall be borne by the employee. The original required uniform, shirt

or cap will be issued to the employee without charge but must be returned to the Employer when replacements are needed. In the event an employee, leaving the service of the Employer, fails to return the equipment, a deduction will be made for such equipment from his final paycheck.

ARTICLE 15

SAFETY. The Employer shall maintain equipment in accordance with all City, State, and Federal rules and regulations. Employees shall cooperate to this end by reporting in writing any mechanical defects. An employee will have the right to refuse to use unsafe equipment provided the employee has reported the unsafe condition to the Employer and the Employer has failed to correct the defects. No other employee will be required to use the unsafe equipment until the defects reported by the employee have been corrected.

The Employer will not require employees to wear hard toed safety shoes during the life of this Agreement. If a governmental agency requires such shoes, the Employer will bargain with the Union a reasonable share for an Employer contribution, with the limitations of Article 22 of this Agreement.

The safety committee shall remain in existence during the time of this Agreement.

ARTICLE 16

TRANSFER OF PERSONNEL. Any employee permanently transferred by the Employer to another home point shall be allowed expense for moving his belongings. An employee permanently transferring at his own request shall do so at his own expense.

ARTICLE 17

WORKING EMPLOYER. The owner or partner of any individual business may perform any work or services similar to work performed by the employees covered by this Agreement, except where such work replaces full-time regular employees.

The past practices of non-bargaining unit personnel occasionally performing unit work in minimal amounts shall continue to be allowed during the life of this Agreement with the understanding there will be no driving and provided there are no available bargaining unit employees in the immediate area. Past practices concerning non-revenue-moving jobs will continue during the life of this Agreement.

ARTICLE 18

PROTECTION OF RIGHTS. Picket Line. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement and including primary picket lines at the Employer's place of business.

Struck Goods. It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or person on strike.

The Employer agrees that it will not cease or refrain from handling, using, transporting or otherwise dealing in any of the products of any other Employer or cease doing

business with any other person, or fail in any obligation imposed by the Motor Carrier's Act or other applicable law, as a result of individual employees exercising their rights under this Agreement or under law, but the Employer shall, notwithstanding any other provision in this Agreement, when necessary, continue doing such business by other employees.

ARTICLE 19

CONFLICTING 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 this Agreement.

Nothing herein prohibits the Employer from adding or taking away discretionary bonuses or gifts in return for outstanding performance by individual employees.

ARTICLE 20

SAVINGS CLAUSE. In the event that any portion of this Agreement is invalidated by the passage of legislation or an award of a court of competent jurisdiction, such invalidation shall apply only on those portions thus invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect.

In the event of such invalidation, the parties will meet, at the written request of either party, for the purpose of negotiating possible replacement language. Such negotiations shall not engage the provisions of Article 22 set forth elsewhere in this Agreement.

ARTICLE 21

JOB STEWARD. The Employer recognizes the right of the Local Union to designate job stewards and alternates from the Employer's seniority list.

The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed, the following duties and activities.

- a. The investigation and presentation of grievances with designated company representative in accordance with the provisions of the collective bargaining agreement.
- b. The collection of dues when authorized by appropriate Local Union action.
- c. The transmission of such messages and information which shall originate with, and are authorized by, the Local 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.

Job stewards 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 seniority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

Stewards shall be permitted reasonable time to investigate, present and process grievances on the employer's property without loss of time or pay during their regular working hours, but only one Steward will be allowed to participate in any one alleged grievance, unless otherwise agreed.

ARTICLE 22

NO STRIKE AND NO LOCKOUT. The Union and its members agree that there shall be no strikes, slowdowns, or stoppages of work and that all disputes arising during the term of this Agreement shall be settled through the Grievance and Arbitration procedure as provided in this Agreement. The Employer agrees there shall be no lockout of employees during the term of this Agreement and that all disputes arising during the life of this agreement shall be settled through the Grievance and Arbitration procedure set forth herein.

ARTICLE 23

GRIEVANCE PROCEDURE A grievance is a dispute or controversy concerning the interpretation or application of the terms of this Agreement and shall be treated in the following manners:

- Step 1: The employee involved shall take up the alleged grievance with his foreman or supervisor within seventy-two (72) hours after the employee first has knowledge of the occurrence of the alleged grievance (except as provided in Article 28). The foreman or supervisor's answer shall be given to the employee within twenty-four (24) hours. Failure of the employee to comply with this Step 1 shall result in forfeiture of the employee's claim.
- Step 2: Failing resolution in Step 1 above, the grievance may be presented to a Management-Employee Committee composed of three (3) Employer representatives and three (3) Union representatives and chaired by the President of the Company or his nominee. Union members shall serve on a rotating alternating basis as determined by the Principal Officer of the Union or his designee. The Union will be notified in writing in advance of all Step 2 meetings.

The Management-Employee Committee shall render a decision within forty-eight (48) hours after a hearing has been held. Any unresolved committee decision may be referred to the Arbitration procedure set forth elsewhere in this Agreement.

Saturdays, Sundays and holidays shall not be counted in determining the time limits in the above.

Failure of either party to follow the procedures above shall result in forfeiture of either party's rights herein.

It is further understood and agreed that any individual employee or group of employees shall have the right at any time to present grievances, disputes or controversies to the Employer, and to have grievances, disputes or controversies adjusted without the intervention of a bargaining representative, so long as the adjustment is not inconsistent with the terms of this Agreement; provided, further, that the Union shall be given the opportunity to be present at such adjustments.

Where a grievance is presented by an individual employee or group of employees, it shall be handled in accordance with the two (2) steps of Grievance Procedure set forth above.

ARTICLE 24

ARBITRATION. In the event that a grievance cannot be satisfactorily settled through the Grievance Procedure above outlined, there shall be no lockout, strike, or stoppage of work, and the Union may proceed to Arbitration by advising the Employer in writing of this intention within five (5) days from receipt of the Management Employee committee's written decision.

The impartial arbitrator shall be selected by mutual agreement of the parties. The parties agree that no arbitrator will be selected without his guarantee that his decision will be issued within thirty (30) days of the conclusion of argument. If the Employer and the Union are unable to agree upon an impartial arbitrator within thirty (30) days of receipt of Union's written

statement of its intention to arbitrate, the Employer and the Union will request the U. S. Mediation and Conciliation Service to furnish the names of five (5) impartial arbitrators, the Union to eliminate two (2) of the five (5) and the Employer to eliminate two (2) of the five (5) and the remaining impartial arbitrator will act as arbitrator to hear and determine the matter in dispute or controversy. The findings or award of the said Arbitrator shall be final and conclusive upon the parties hereto.

It is understood and agreed between the parties that the arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement.

Each party shall bear the expenses of its own case, but the expenses of the impartial arbitrator shall be shared equally between the Employer and the Union, or the Employer and the employee or group of employees.

Saturdays, Sundays and holidays shall not be counted in determining the time limits in the above, except as concerns the thirty (30) day time limit on the arbitrator's decision.

ARTICLE 25

SENIORITY. Seniority shall be described as the length of continuous service within the bargaining unit of an individual employee with the Employer.

There shall be one master seniority list for all employees and, in addition, three (3) departmental seniority lists as follows:

The most senior seventy-five (75%) of all employees employed on March 15, 1982, shall be guaranteed forty (40) hours work or pay per week, and, thereafter, the most senior seventy-five percent (75%) of the regular employees on each of the three (3) departmental

seniority lists shall be guaranteed forty (40) hours work or pay per week. These employees can be used as either drivers or warehousemen.

The less senior twenty-five percent (25%) of employees will bid on either the drivers or warehouse seniority lists once a year. Twenty-five percenters (25%) will not be allowed to switch from one seniority list to another; they will bid either driver or warehousemen and work only when work is available in either position.

All new hires will also either be hired as driver, warehouseman, picker/sorter, or casual.

If at any time employees want to change, they will be allowed to do so only after they have worked in their present classification for a period of not less than one (1) year and only if an opening occurs. In addition, qualified employees will have the option once a year at bid time to move from driver to warehouse, or warehouse to driver when an opening occurs. An employee who fails to qualify moves back to the bottom of the non-guaranteed employee list but shall retain his seniority for bidding purposes.

A new employee shall be on a probationary status during his first sixty (60) working days for the Employer. During this period, he may be discharged without assignment of cause and his discharge shall not be subject to the Grievance and Arbitration procedures set out elsewhere in this Agreement.

Seniority shall terminate for any of the following reasons:

- (a) Voluntarily quitting.
- (b) Discharge for cause.

- (c) Should the employee fail to report for work within ten (10) days after being notified by the Employer of his recall from layoff by registered mail to the last address furnished by the employee to the Employer.
- (d) Layoff for lack of work in excess of two (2) years.

A seniority list shall be posted by the Employer each sixty (60) days, and a copy sent to the Union.

All seniority granted employees under the terms of this Agreement shall be subject to the rights granted by law to the employees volunteering, called or conscripted for active military service under the Uniformed Services Employment and Reemployments Rights Acts of 1994 (USERRA).

If the Employer's insurance carrier refuses to insure an individual driver or the Company because of the employment of a specific driver, or if a driver loses their license, such employee goes to the next available position at the bottom of the non-guaranteed percent seniority list in the warehouse. When the employee becomes qualified and insurable again as a driver, the employee can move to the next available driving position at the bottom of the non-guaranteed percent driver seniority list and shall retain his rights for bidding purposes on a once in lifetime basis.

In the event an employee, who because of circumstances, beyond his/her control (long term disability or approved leave of absence), finds themselves out of service for a period of over thirty (30) calendar days the employee shall be granted the right to return to the previously held bid starting time. The Company reserves the right to replace the individual with a qualified twenty-five percent (25%) in seniority order. Order shall be as follows: ask from

top down, force from the bottom up. Upon return of the affected person to his/her rightful place, he/she shall have the opportunity to bump back to his/her original bid position. The twenty-five percent (25%) shall return to his/her rightful position on the twenty-five percent (25%) listed.

Any dispute hereunder shall be subject to the Grievance and Arbitration procedures set forth elsewhere in this Agreement.

ARTICLE 26

HEALTH AND WELFARE. The Employer will hold the employee contribution level to 30% of total premium. The base health care plan (80/20) will be the only option available. The Company will notify the Union forty-five (45) days in advance of the expiration of the policy if they intend to change Healthcare Providers or change benefit levels. The Employer will provide information to the Union/Acme Negotiating Committee when it becomes available to the Company. The parties shall meet and review and negotiate problems and costs concerning the plans. The only basis on which the NO STRIKE AND NO LOCKOUT Article of this Agreement would be negated is in the event it is demonstrated that one party or the other refused to meet and review and negotiate in good faith.

ARTICLE 27

PENSIONS. The Employer will pay into the Western Conference of Teamsters Pension Trust Fund, on account of each member of the bargaining unit an amount (as set forth in the table below) for all available straight time hours worked, up to a guaranteed 173 hours per month. Available straight time hours is defined as straight time hours actually worked and hours paid for as holidays and vacation time.

Warehouse / Drivers

<u>Effective Date</u>	<u>Base Pension</u>	<u>PEER 82</u>	<u>Total</u>
07-16-22	\$2.46	\$0.28	\$2.74

Picker/Sorter

Term of Agreement	\$0.45	\$0.05	\$0.50
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If the bargaining unit ceased participation in the Program For Enhanced Early Retirement, such bargaining unit will be ineligible to participate in the basic plan.

It is understood that the PEER/82 contributions are not taken into consideration for benefit accrual purposes under the Pension Plan. The PEER/82 rate must always be 11.5% of the basic pension rate and may not be decreased nor discontinued at any time during the term of this agreement.

For probationary employees or temporary agency personnel hired or utilized for the first time on or after July 16, 2020, the Employer shall pay an hourly contribution rate of \$0.10 (including \$0.01 for PEER/82) during the probationary period as defined in Article 25, or the initial period of utilization, but in no case for a period longer than the first 90 calendar days from an employee's first date of hire (into the bargaining unit) or utilization in performance of bargaining unit work. Contributions shall be made on the same basis as set forth in Article 27 of this agreement. After the expiration of the probationary period as defined in Article 25 or and equivalent period if the person is utilized as a temporary employee, but no event longer than 90 calendar days from the person's first day of hire (into the bargaining unit) or first date of utilization, the contribution shall be increased to the full contractual rate stated in Article 27.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the 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 time specified, shall be a breach of this Agreement.

The parties agree that because of the Trustees of the Fund will rely on the execution of this Pension Agreement to restore or not to reduce benefits to Retiring Employees as indicated above, this Pension Agreement may not be modified, terminated or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

Nothing herein shall preclude a changeover from this Western Conference of Teamsters Pension Trust to the Employer's 401K Plan on July 1, 1990 or later, provided the parties reach agreement on such change.

ARTICLE 28

DISCHARGE AND SUSPENSION. The Employer may discharge or suspend any employee, but in respect to such discharge or suspension, the Employer shall give at least one (1) warning notice of the complaint against the employee in writing with a copy to the Union within ten (10) days after the Employer first has knowledge of the occurrence of the offense upon which the Employer bases the discharge, suspension or warning letter. (Saturdays, Sundays and holidays not included in the ten (10) day limit.)

It is understood and agreed that a discharge or suspension under this Article does not need to be for the same or similar offense as any preceding warning letter or letters. It is further understood and agreed that attendance-related issues, like absenteeism and tardiness, will be handled as a separate issue for any affected employee.

No warning notice need to be given for the discharge of employees during the probationary period. A warning notice shall be in effect for nine (9) months from the date of issuance. The employee and/or the Union must protest the validity of the warning notice, discharge or suspension within ten (10) days from the date of receipt of the warning notice or the date of the discharge or suspension. (Saturdays, Sundays and holidays not included in the ten (10) day limit.) Otherwise, the employee and the Union waive all right to protest and the warning notice, discharge or suspension shall become a matter of record.

No warning notice shall be given by the Employer if the cause of such suspension or discharge is dishonesty; drunkenness; drinking intoxicating beverages during working hours or lunch periods; the use or possession of drugs or narcotics; willful, wanton or malicious damage to the Employer's or customers' property; gross negligence resulting in a serious accident or the use of abusive language in regard to performing work as directed; refusal to accept an order from a supervisor or unprovoked physical assault on a supervisor; threats or harassment, including sexual harassment. A serious accident is defined as one in which there is a fatality, a bodily injury to a person who, as a result of the injury, receives immediate medical treatment on sight or away from the scene of the accident or \$3,000.00 or more in damages.

No employee shall be discharged or discriminated against for upholding Union principles and any employee who works under instructions of the Union, or serves on a committee, shall not lose his or her position or be discriminated against for this reason.

ARTICLE 29

PAY DAY. The Employer agrees to pay employees on definitely scheduled days of the week or days of the month. In cases where the Employer pays on a weekly basis, a definite day each week will be established. In cases where the Employer pays twice a month, definite dates shortly after the first (1st) and fifteenth (15th) of the month will be established. In the event these pay days fall on Saturday or Sunday, pay day will be on Friday. In the event these pay days fall on a holiday, pay day will be on the day preceding the holiday.

ARTICLE 30

PLANT VISITATION. Authorized agents of the Union shall have access to the Employer's 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, that there is no interruption of the firm's working schedule. The authorized agents of the Union will advise the Employer or their representative of the nature of their visit when they arrive on the premises.

ARTICLE 31

STARTING TIME. The Employer reserves the right to set starting time or starting times for the operation of his business. Where the Employer elects to regularly schedule work crews at different starting times during the day, senior employees who are qualified both by ability and experience to perform the necessary work in accordance with the standards established by

the Employer shall have a choice of starting time. Disputes as to qualification shall be subject to the grievance and/or arbitration procedures. The provision shall not apply to an employee or crew called for work at an earlier or later time than normal for jobs at irregular intervals. When a starting time has been changed or established for five (5) consecutive workdays or more, the shift is subject to the seniority selection process of this Article.

When a vacancy occurs on a specific permanent job assignment, the Employer will fill the vacancy with the senior employee who has previously advised the Employer in writing, in advance of the vacancy, of his desire for transfer to such permanent job, providing such employee is qualified both by ability and experience to perform the necessary work in accordance with the standards established by the Employer. The vacancy created by the procedure described in the preceding sentence shall be filled in an identical procedure. The third opening, however, shall be filled at the Employer's discretion.

Employees may request a change in work assignment in writing to the Employer once per calendar year according to the previous paragraph. The Employer shall notify the Employee within seventy-two (72) hours of the disposition of such request. If the Employee is not satisfied with the disposition of their request, the Employee can refer the matter to the Grievance and/or Arbitration procedure. The decision of the Grievance Committee is final and binding on both parties.

TRAINING.

Driver. The Employer will establish and maintain a pool of a maximum of four (4) employees from the warehouse to become CDL trained and qualified. The Employer will offer this training by seniority. Employees must complete CDL training and qualifying within the

time limits of the original CDL permit. The employees who elect to, and become, CDL qualified shall be hired by the Employer in seniority order to fill all driving vacancies. Employees who successfully complete CDL shall have a two-year commitment, or may be subject to the repayment of training costs.

Warehouse. The Employer will establish a slip sheet/clamp and RF (radio frequency) training program. All unqualified employees shall be offered the opportunity to qualify by seniority. The Employer shall be required to train and attempt to qualify the senior-most six (6) employees within the first thirty (30) days from the ratification date of this Agreement. The Employer shall continue to train and attempt to qualify a minimum of six (6) employees who have elected to qualify each thirty (30) working days thereafter.

ARTICLE 32

LEAVE OF ABSENCE. Any employee desiring leave of absence from his employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for same must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry unless mutually agreed to between the Union and the Employer. Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. An employee's inability to work because of proven sickness or off the job injury shall not result in loss of seniority rights for two (2) years provided the employee advised the Employer of such sickness or injury at the time it occurs. An employee's inability to work because of proven injury on the job shall not

result in the loss of seniority rights for three (3) years provided the employee advised the Employer of such injury at the time it occurs.

In the event of abuse of these leave of absence rights, the parties may mutually agree to forfeit seniority rights of an employee after six (6) months in the case of sickness or off the job injury or after one (1) year in the case of injury on the job. The Employer and the Union will abide by the requirements of the Family and Medical Leave Act (FMLA).

The Employer agrees to grant the necessary and reasonable 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 serve in any capacity or other official Union business provided forty-eight (48) hours' written notice is given to the Employer by the Union. This shall not apply to employees accepting permanent regular full time employment with the Union.

ARTICLE 33

HEALTH AND WELFARE OR PENSION DELINQUENCIES. Notwithstanding anything herein contained, it is agreed that in the event the Employer is delinquent in contributions for all employees in the payment of his contribution to the Health and Welfare or Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, after the Secretary of the Local Union has given seventy-two (72) hours' written notice to the Employer specifically identifying the delinquency in Health and Welfare or Pension payments, the Local Union shall have the right to take such action, after written authorization from the executive officer of Joint Council of Teamsters No. 3, as is deemed necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

In the event the Employer is delinquent in the payment of his contributions for an individual employee to the Health and Welfare or Pension Fund created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, after the Secretary of the Local Union has given fifteen (15) days' written notice to the Employer specifically identifying the delinquency in Health and Welfare or Pension payments, the Local Union shall have the right to take such action, after written authorization from the executive officer of Joint Council of Teamsters No. 3, as is deemed necessary until such delinquent payments are made, and it further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE 34

EXAMINATIONS AND IDENTIFICATION FEES. Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all such employees, provided, however, the Employer shall pay for all such examinations and for the time spent at the place of examination or examinations, except in the case of drivers or chauffeurs license examination. Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year. Employees will not be required to take examination during their working hours, without pay for time so consumed.

Light duty or a modified work program shall be at the discretion of the Employer on a case-by-case basis. Such work shall be limited to a four-week period and shall not constitute a regular job assignment. Such work may include either bargaining unit or non-bargaining unit work.

The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and the Union doctors shall together select a third doctor within thirty (30) days whose opinion shall be final.

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

ARTICLE 35

SUCCESSORS AND ASSIGNS. This Agreement and any Supplemental Agreements hereto, heretofore referred to collectively as "Agreement" shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

ARTICLE 36

FUNERAL LEAVE. In the event of a death in the family (father, mother, wife, husband, brother, sister, son, daughter, mother-in-law and father-in-law and those relationships generally called "step"; providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship; and two (2) grandparents related by blood) a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral. The compensable day or days off must fall within the employee's regular scheduled workweek.

ARTICLE 37

NON-DISCRIMINATION. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation or terms or conditions of employment because of such individual's race, color, religion, sex or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex or national origin. Furthermore, no employee will be discriminated against because of age, as outlined in the Age discrimination Act, as amended.

This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event a proposed accommodation will conflict with an express provision of this Agreement, the parties, at either's request, shall meet to discuss the proposed accommodation.

The parties agree that any accommodation made by the Company and/or the Union with respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used, or relied upon by any person for any purpose at any time in the future.

Nothing herein (in seniority or other provisions contained in this Agreement or any approved agreement) shall be construed or applied to deny to any employee the employment opportunities set forth above.

ARTICLE 38

COMPANY RULES. The Union recognizes the right of the Employer to establish such reasonable company rules as deemed necessary, provided that such rules are not in conflict with the terms and provisions of this Agreement.

Company rules shall be in writing, posted, a copy given to the steward and effective after a copy has been mailed to the Union by certified mail.

Disciplinary action taken by the Employer shall be subject to Article 28 of this agreement. Sexual harassment is prohibited by the Employer and Union. An employee is subject to discipline and/or discharge for a violation.

ARTICLE 39

BREAK PERIODS. The Employer will grant one fifteen (15) minute break during the first half of the shift and one fifteen (15) minute break during the second half of the shift. The Employer retains the right to assign the times of the break periods. In no case will an unused break be convertible to additional pay. Employees exceeding these break period allowances will be subject to disciplinary action.

ARTICLE 40

SPECIAL AGREEMENTS. It is understood and agreed that, in the interest of preserving job opportunities and job security, the parties will meet and confer for the purpose of working out the terms and conditions in situations where the rates of pay and fringe benefit

costs of this Principal Agreement will not permit the Employer to secure contracts with certain customers.

ARTICLE 41

UNION-MANAGEMENT COMMITTEE. A Union-Management Committee has been established to have continuing dialogue for improved conditions and efficiencies. This is for the benefit of the employees, the management, the Union, and the company as a whole. Employees serving on this committee are required to act in a confidential manner where company confidential information is involved. Any breach of the confidentiality by any employee, management or Union is subject to discipline.

ARTICLE 42

FAIR DAYS WORK FOR A FAIR DAYS PAY. The parties agree at all times as fully as it may be within their power to cooperate so as to protect the long range interests of the employee's, employer, and the Union signatory to this Agreement.

The Union and the Employer recognize the principle of a fair days work for a fair days pay; that jobs and job security of employees working under this Agreement are best protected through efficient and productive operations of the employer.

ARTICLE 43

CASUALS. A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period, and has no seniority rights.

All regular employees shall be working or scheduled to work before a casual is used.

Casuals shall not be used if any regular driver/warehousemen is on letter of layoff.

A casual employee cannot deprive a regular employee of overtime.

Example:

1. Full day overtime, all regular employees shall be offered before a casual is used.
2. Daily overtime, casuals are not considered a regular employee in the department for overtime purposes. Prior to working a casual on overtime, all other regular employees of the employer who are qualified, present, and available shall be offered the overtime.

Casuals shall be guaranteed four (4) hours of work or pay when put to work.

All casuals are required to comply with Article 2 of this contract. A casual employee or combination of casual employees who work 30 days in a consecutive 90 day period, 20 hours or more in a work week, shall be placed on as a full time regular employee with full union benefits.

The Company will provide a monthly report to the Union showing the total number of casual employees used each day and their names and social security number.

SUPPLEMENTAL DRIVERS

If the company supplements the driver classification with non-Acme employees 30 days in a 90 consecutive day period, the employer will actively recruit at the prevailing contractual rates, 1 permanent new seniority driver.

The company will provide a monthly report to the Union showing the total number of supplemental drivers used each day including the company name and driver name.

ARTICLE 44

TERM OF AGREEMENT. This agreement shall be effective from July 16, 2022, and shall remain in full force and effect until January 15, 2024, and shall be automatically renewed from year to year thereafter unless terminated or changed pursuant to the following conditions:

- a. If either party desires to terminate, such party shall, on or before a date sixty (60) days prior to January 15, 2024, or any January 15, thereafter, give written notice to the other party of intention to terminate, and by such action the Agreement shall for all purposes, terminate as of the expiration of the Agreement.
- b. If either party desires to change any of the provisions of the Agreement, such party shall, on or before a date sixty (60) days prior to January 15, 2024, or any January 15th thereafter, give written notice to the other party specifying the changes desired. Changes in the Agreement shall be limited to those outlined in writing and all items of the Agreement not specifically set forth in the written notice shall be regarded as automatically renewed. Negotiations shall begin within fifteen (15) days after receipt of such notice.

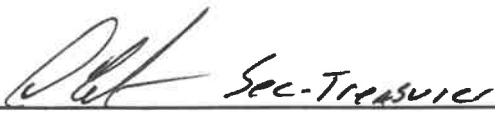
In the event of official deregulation of the industry, at the state or federal level, the Employer retains the right thereafter during the term of this Agreement, to open the contract for renegotiations thirty (30) days after notifying the Union in writing. Under such opening, the provisions of Article 22 herein shall be ineffective if the parties fail to agree.


IN WITNESS WHEREOF, the parties below named have signed their names affixed


the signature of their authorized representatives on this 27 day of October, 2022.

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL UNION NO. 17**

ACME DELIVERY SERVICE, INC.


 _____ Sec-Treasurer


 _____ President


 _____ President/CEO

APPENDIX "A"

JOB CLASSIFICATIONS AND WAGES. The following classifications and rates of pay shall be in effect as hereinafter set forth from January 16, 2011, and thereafter:

1. WAGES

Minimum Rates of Pay Effective

07-16-22

Warehouse \$21.60

Drivers \$26.50

Picker/Sorter \$15.20 Additional Pay and Progression does not apply

All current warehouse employees shall receive the negotiated wage and progression rates but, no less than a \$1.95 per hour increase to their current wage rate. / Tenure pay still applies.

All current drivers shall receive the negotiated wage and progression rates but, no less than a \$1.35 per hour increase to their current wage rate

Current driver wage (as referenced in the previous paragraph) equals current hourly rate plus \$3.41 per hour (the 3.41 is formerly known as the bonus) / tenure pay still applies

2. TENURE PAY

Drivers and Warehouse

Effective 1/16/2011

- \$.20/hour after 5 years of service
- \$.25/hour after 10 years of service
- \$.30/hour after 15 years of service
- \$.45/hour after 20 years of service
- \$.50/hour after 25 years of service

3. WAGE PROGRESSION

85%	Year 1
90%	Year 2
95%	Year 3
100%	Year 4

The Company and the Union agree that there are times when the Company may need to pay a new employee outside of Seniority and the Wage Progression. This special consideration would need to be approved by the Principal Officer of Local 17 and will not affect the wages of the other bargaining unit employees.

4. WORKING LEAD PERSON.

The creation or elimination of working lead person(s) shall be at the sole discretion of the Employer. Designated lead persons shall be accountable to management. All lead persons shall have the authority to direct a crew and when called upon by management train new warehouse employees. Lead persons shall not have the authority to discipline employees. The lead person positions are not subject to the provisions of article 25, Seniority, when they are performing only lead person duties, except for layoff/recall. (It is not the intent of this Article to give a lead person the ability to work overtime out of seniority order while doing regular bargaining unity work). Lead person(s) shall be paid \$1.00 per hour over the negotiated wage rate.

5. EXCLUSIONS.

The work of lumper and recoup is excluded from the provisions of this contract.

Lumper and recoup employees shall not perform the work of bargaining unit employees. Any disputes to this provision is subject to the Grievance procedure.

6. SHUTTLE RUNS.

In order to attempt to be competitive, and in order to attempt to avoid the necessity of sub-contracting, the parties have agreed to the following terms to cover road runs outside a 100 mile radius.

As in the past, the driver will pick up his load in the Denver area. Compensations for such work shall be at the contractual hourly rate for drivers. When the driver begins his road run, his compensation shall be at the trip rate for all miles driven. The mileage authority, in the event of any dispute shall be the Movers & Warehousemen's Association of America, Inc. Mileage Guide 101-A. Any hours worked at the mileage rate of pay will be excluded from hours worked for the purpose of computing overtime.

Drivers on such runs will continue to be guaranteed forty (40) hours.

For the purpose of calculating hours of work per week worked toward the guarantee, each round trip will be calculated at 35 miles equal 1 hour, absent unusual circumstances.

In the event a driver encounters a breakdown or impassible highway and cannot continue his run, he shall contact the company immediately for instructions. He shall not be compensated for the first two (2) hours of such work interruption, but

after two (2) hours he shall be compensated at the drivers regular straight-time hourly rate of pay until relieved from duty.

Under conditions of a driver not being able to continue his run and the driver is not required to stay with the vehicle, the driver shall be compensated at his straight-time hourly rate of pay for not more than eight (8) hours in each twenty-four (24) hour period that the driver is delayed. In the event a driver is required to chain up his vehicle because of the weather conditions, he shall be paid thirty (30) minutes to chain up and thirty (30) minutes to remove the chains, each time it is required.

7. PICKER/SORTER.

In order to procure work in the Pick/Pack type of business, the Company and Union agree that the Company may employ a number of Picker/Sorters up to 10 percent of the number of active full time seniority employees working in the warehouse classification.

Picker/Sorter work is defined as picking, sorting, and packing of individual small pieces into small containers for shipment using hand jacks, carts, and occasion, motorized pallet jacks and motorized carts. Picker/Sorters will not do work of the employees in the warehouse classification. Picker/Sorters will not operate any other equipment or forklifts. Picker/Sorters may utilize parcel shipping equipment in their area for packages they pack.

For the purposes of seniority, Picker/Sorters will be on a separate seniority list for the purpose of bidding, overtime, layoff/recall within the Picker/Sorter classification, and bidding into the warehouse classification. Picker/Sorters shall not be allowed to displace employees in other classifications.

Picker/Sorter employees shall be offered openings in the warehouse classification by seniority. Unqualified employees shall have a thirty day training period to become qualified to the Employers standards. Upon successful completion of the training, the employee shall be moved to the warehouse seniority list with a warehouse seniority date of the first day of training was. The employee shall retain his Picker/Sorter seniority only for determining the number of weeks of vacation.

The Company and Union agree that if there is a change in the company's business that would require a need for additional Picker/sorters beyond the agreed to ten percent (10%), the company will communicate with the Union for the Unions approval and any conditions of the approval.

An Acme employee who for medical reasons cannot perform his duties in the warehouse and would otherwise become unemployed, will be considered for work in the Picker/Sorter classification at the Picker/Sorter rate of pay and would maintain his company seniority for all purposes.

Upon request of the employee, a warehouse employee on layoff can displace a Picker/Sorter employee by seniority and work at the Picker/Sorter rate of pay. If

the employee does not request to displace a Picker/Sorter employee, Acme shall report him as laid off for unemployment purposes.

LETTER OF UNDERSTANDING

Re

DRUG AND ALCOHOL TESTING – DRUG FREE WORKPLACE

ACME DELIVERY SERVICE, INC. – TEAMSTERS LOCAL UNION NO. 17

Safety in the workplace is a matter of continuing vigilance for all employees of our Company. The Drug Testing program already in place for our drivers had been extended to all Acme employees, effective May 1, 1994 and continued as described herein.

Basis For Testing

Testing for evidence of substance abuse shall only be done in the random testing program and on the basis of probable suspicion that an employee is under the influence of controlled substance or alcohol. The random program for all employees follows the regulations for drivers promulgated by Federal Highway Department.

Probable suspicion must be based on specific personal observations that employer representatives can describe concerning the appearance, behavior, speech, or breath odor of the employee. Probable suspicion must be based on direct, first-hand observations by at least two employer representatives, unless there is only one employer representative on the premises, who shall have received training in substance abuse detection. Probable suspicion may not be based solely on third party observations or reports.

Procedures

When an employer establishes probable suspicion that the employee is under the influence of a controlled substance, as described above, the employer may require the employee to submit to urine collection and testing.

At the time that the employee is required to provide a urine specimen for purposes of testing, the employer representative shall explain to the employee the consequences of refusal to agree to the collection and testing procedures and the consequences of a positive test result.

An employer representative shall be present during the collection process.

The employee shall be placed on leave without pay beginning at the moment the employer representative informs him/her of the "probable suspicion". He/she shall remain on leave until the test results are received. If the test results are reported as negative, the employee shall be paid for all lost time, including any missed overtime and other benefits. If the results are reported as positive, the resulting personnel action (as described herein) shall be made retroactive to the time at which the person was first placed on leave.

DRUGS & ALCOHOL TESTING

When the Employer has a reasonable suspicion that an employee has consumed or is under the influence of a controlled substance or alcohol during working hours, on the Employer's property or while using Employer equipment, the Employer shall have the right to require him or her to submit to blood, urine and/or other acceptable test by a certified laboratory of the Employer's choice. A refusal to submit to this requirement or a positive test for a controlled substance (at levels set by Department of Health and Human Services) shall be cause for immediate discharge. (An employee without a specific starting time who is called to work with less than eight (8) hours notice shall have the right to refuse such assignment if, in the employee's opinion, the work may place that employee in violation of alcohol limitations. On-

call employees are expected to take the necessary precautions to be available for their start time and fit for duty under the terms of this provision.)

A positive test for being impaired by alcohol (0.04% or greater) or a positive test for a controlled substance (at levels set by Department of Health and Human Services) shall be cause for immediate discharge, except in the first instance of an employee testing positive for being impaired by alcohol or THC levels of less than 50 ng/ml in which case the employee will be given the option of enrolling and participating in a recognized alcohol or drug rehabilitation program approved by the Employer. In such a case, the employee will be suspended for the period of the alcohol or drug rehabilitation program. The program will be at the employee's expense to the extent not covered by health insurance as provided in this Agreement. The employee must be capable of returning in this Agreement. The employee must be capable of returning to work within 120 days. Failure to participate in, meet the obligations of, or successfully complete the program shall result in discharge. The Employer may condition the return to work by the employee on a positive final report of the rehabilitation agency and on evidence of negative results of testing for non-prescribed controlled substances or alcohol conducted at a date subsequent to the date of the initial testing and at any time thereafter.

A request to submit to alcohol or drug testing shall be deemed to be made in compliance with this provision if the Employer's reasonable suspicion is based upon the appearance, behavior, speech or body odors of the employee, or one of more of the following has occurred:

- (a) The employee's job performance has been impaired;

Or

- (b) The employee has violated a safety or operating rule or procedure.
- (c) The employee is involved in an accident where unusual behavior is observed.

The Employer shall pay the expense of the tests. Upon request, the Employer shall provide the Union copies of any test results made available to the Employer. The Employer will notify the Union of its testing methodology. Any positive initial test for substance abuse will be confirmed by a Gas Chromatography/Mass Spectrometry (GC/MS) test.

If an employee, prior to being caught under the influence, of, using, selling or in possession of a controlled substance or alcohol, approaches the Employer and states that he has a drug or alcohol problem, the Employer shall offer the employee non-paid reasonable leave of absence, not to exceed 120 days, without any loss of seniority, for the purpose of enrolling and participating in an employer approved drug or alcohol rehabilitation program at the employee's expense, to the extent not covered by health insurance as provided in this Agreement. Failure to participate in, meet the obligations of, or successfully complete the program shall result in discharge. The Employer may condition the return to work by any employee who has taken a leave of absence on a positive final report of the rehabilitation agency and on evidence of negative results of testing for controlled substances or alcohol conducted at a date prior to the date of the employee's return to work, and at any time thereafter.

Discharge for just cause shall include, but not be limited to, consumption of or being under the influence of an intoxicating beverage or a controlled substance during working hours, while using Employer equipment, or on the Employer's property or the sale, use or

possession of intoxicating beverages or a controlled substance during working hours, while using Employer equipment, or on the Employer's property.

Employees undergoing prescribed medical treatment with any drug which may alter their behavior or physical or mental ability must report this treatment to the Employer's Human Resources Director who will determine whether the company should temporarily change the employee's job assignment during the period of treatment. Employees must keep all prescribed medicine in its original container, which identifies the drug, date of prescription, and prescribing doctor.

DRUG AND ALCOHOL POLICY IN COMPLIANCE WITH
MINIMUM DOT REGULATIONS

STATEMENT OF POLICY

- A. No employee shall unlawfully manufacture, use, possess, or distribute controlled substances.
- B. No employee shall report for work, perform safety-sensitive duties, or while working, have at any time, any controlled substance present in their body. Presence of controlled substances will be determined by testing performed as described in this policy.
- C. No employee shall perform safety-sensitive functions within four (4) hours after consuming alcohol.
- D. No employee shall consume alcohol while performing at work.
- E. No employee shall possess alcohol while on duty.

- F. No employee shall report to work or perform safety-sensitive functions while having an alcohol concentration of .02 or greater. Employee's alcohol concentration will be determined by testing performed as described in this policy.
- G. No employee shall leave the scene of an accident, without a valid reason, before arranging to have both a controlled substance and alcohol test performed.
- H. No employee shall consume alcohol after an accident unless:
 - 1. Eight hours have expired.
 - 2. The employee has been tested.
 - 3. The employer has determined that the employee's performance could not have contributed to the accident.

CONSEQUENCES OF VIOLATION UNDER COMPANY POLICY

Acme Delivery Service will not hire applicants who test positive for controlled substances or have an alcohol concentration of .02 or greater.

MINIMUM CONSEQUENCES OF VIOLATION AS MANDATED BY D.O.T.

If an applicant tests at an alcohol concentration of .02 or greater, the applicant will not be eligible to perform such duties.

If an employee tests positive for a controlled substance or has an alcohol concentration of .02 or greater, the employee will be removed from performing their duties for a minimum of 24 hours.

To be eligible to return to work after testing at an alcohol concentration of .02 to .39, the employee must test at an alcohol concentration of less than .02.

To be eligible to return to work after a positive controlled substance test or a test indicating an alcohol concentration of .04 or greater, the employee must be evaluated by a Substance Abuse Professional (SAP). If the SAP determines that additional treatment is necessary, the employee will be subject to follow-up testing as described in this policy.

The above consequences are minimum requirements as set out by the D.O.T.

**ACME DISTRIBUTION CENTERS
Controlled Substances And Alcohol Testing
Policy For DOT Drivers**

Applicability: A copy of this policy must be provided to all drivers requiring a commercial driver's license and any employee serving in a safety-sensitive position, who shall then be subject to this policy and shall comply with all the conditions outlined below. References to tests in this policy/procedure shall include Alcohol and Controlled substances. The term drugs and controlled substances are interchangeable and have the same meaning. Drugs refers to marijuana, opiates, cocaine, phencyclidine (PCP) and amphetamines (including Methamphetamine).

EMPLOYEES SUBJECT TO TESTING

- a. All drivers operating a vehicle requiring a commercial driver's license and/or any employee serving in a "safety-sensitive position."
- b. All new drivers hired or persons transferred into a position requiring driving a commercial motor vehicle which requires a commercial driver's license to operate.

The Performance of a Safety-Sensitive Function is Defined as: All time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for work. Safety-sensitive function shall include:

- a. All time waiting to be dispatched, unless the driver has been relieved of duty by the employer.
- b. All time inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- c. All driving time. This includes all time spent at the controls of a commercial motor vehicle in operation.
- d. All time, other than driving time, in or upon any commercial motor vehicle.

- e. All time loading or unloading a vehicle, supervising, or assisting in loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- f. All times spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

PROHIBITED CONDUCT

Alcohol-Related Prohibited Conduct: The following conduct involving alcohol use is prohibited and will result in the employee being referred for testing.

- a. Report or remaining on-duty requiring the performance of a safety-sensitive function while having any evidence of the misuse of alcohol or an alcohol concentration of 0.04 or greater.
- b. Possession of alcohol while on duty or company property.
- c. Possessing any alcohol while on duty or performing any safety-sensitive function. This shall include medication either prescribed or over the counter.
- d. Performing a safety-sensitive function, as defined above, within four (4) hours after using alcohol.
- e. Using alcohol within eight (8) hours following an accident, when such accident requires the driver to take a post-accident alcohol test, unless the driver has already completed the post-accident alcohol testing process.

Controlled Substance-Related Prohibited Conduct: The following conduct involving controlled substances is prohibited and will result in the employee being referred for testing.

- a. Reporting to or remaining on duty when the driver uses any controlled substance, unless the "medical exception applies", i.e., any employee who uses a controlled substance pursuant to the instructions of a physician, either prescribed or over the counter and said employee has advised the employer in writing that the substance will not adversely affect his/her ability to safely operate a commercial motor vehicle or perform a safety-sensitive function.
- b. Reporting to or remaining on duty after the driver has tested positive for controlled substances.

Refusal to Submit to a Test. It is prohibited conduct to refuse to submit to a controlled substance or alcohol test as required by this policy. A refusal to submit is defined as follows:

- a. Failure to provide adequate breath for alcohol testing without a valid medical explanation after the driver has received notice of the requirement of a breath test in accordance with policy.
- b. Failure to provide adequate urine sample for a controlled substance test without a valid medical explanation after the driver has received notification of the requirement for urine testing according to this policy.
- c. Refusal by the employee to sign the certification form shall be regarded as a refusal to take the test.
- d. Engaging in conduct that obstructs the testing process.

Reporting by Employees: The following procedure shall be used when an employee suspects controlled substance use or alcohol misuse by an employee subject to the requirements of this policy procedure:

- a. The employee shall report the concern to his/her supervisor. If the supervisor is not available, the employees shall report the concern to the Designated Employer Representative (DER). All such reports shall be held confidential.
- b. The employee shall not discuss the concern with other employees.
- c. The supervisor, and/or Designated Employer Representative (DER) to whom the report has been made shall take the necessary steps to observe and confront the employee suspected of having the controlled substance and/or alcohol problem and take the necessary action pursuant to this policy/procedure.

On-Call or Emergency Call-in Employees: On-call and emergency call-in employees who are asked to report to work to perform safety-sensitive functions must notify his/her supervisor if they cannot perform safety-sensitive functions due to controlled substances or alcohol use.

Conditions Related to Termination of Employment

- a. When a driver has an alcohol test result of greater than 0.02 but less than 0.04, the driver shall be removed from all safety-sensitive functions for a minimum of 24 hours. Repeated occurrences can lead to immediate termination.
- b. When a driver has confirmed alcohol test result of 0.04 or greater or has a verified positive test result for controlled substance use, the driver shall be removed from the safety-sensitive position immediately and this can lead to termination of employment.
- c. When a driver refuses to be tested for alcohol and/or controlled substances use as defined under "Prohibited Conduct" above, he/she may be terminated immediately.

WHEN TESTING SHALL BE CONDUCTED

Pre-employment Testing: Employees must submit to a controlled substance test and receive a negative drug test result prior to the first time a driver performs safety-sensitive functions. The tests will be required of an applicant only after he/she has been offered the position.

- a. The accident involves a fatality, or
- b. The commercial vehicle driver receives a citation under state or local law for a moving violation arising from the accident and the accident resulted in:
 1. Bodily injury with immediate medical treatment away from the scene.
 2. Disabling damage to any motor vehicle involved in the accident requiring tow away.

The company shall provide all drivers with necessary post-accident information, procedures and instructions, prior to the driver operating a commercial motor vehicle, so that drivers will be able to comply with the requirements of this policy.

Random Testing: Unannounced controlled substance and alcohol tests will be conducted throughout each calendar year (at least quarterly). When selected, the employee must proceed directly to the test site or onsite testing locations and not finish the current task. Drivers will be selected by a scientifically valid process, and each driver shall have an equal chance of being tested each time selections are made. The number of drivers selected for random testing shall be in accordance with federal regulations. A driver shall only be tested for alcohol while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions. A controlled substance test must be administered each time an employee's name is selected from the pool.

Reasonable Suspicion Testing: All drivers shall submit to an alcohol and/or controlled substance test when a properly trained supervisor observes behavior or appearance which is known to be characteristic of alcohol misuse or controlled substance use, or otherwise has reasonable suspicion to believe that the driver has engaged in prohibited conduct as defined in this policy/procedure. The trained supervisor who makes the determination that reasonable suspicion exists to conduct testing shall not conduct the tests of the driver.

Return-to-Duty Tests: All drivers who have engaged in prohibited conduct related to alcohol as defined by this policy/procedure, must undergo a return to duty test and have results of less than 0.02 concentration. All drivers who have engaged in conduct related to controlled substances as defined in this policy/procedure must undergo a return-to-duty test with a verified negative result for controlled substances use prior to returning to duty requiring the performance of a safety-sensitive function.

Follow-Up Testing: If a Substance Abuse Professional (SAP) determines that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or controlled substance use, the driver shall be subject to unannounced tests as directed by the SAP in accordance with Federal Regulations. Follow-up testing shall only be conducted when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions or just after the driver has performed safety-sensitive functions. All Follow-Up Testing shall be randomly conducted before the driver is returned to safety-sensitive duties, if at all, he/she must:

- a. Have been evaluated by a Substance Abuse Professional.
- b. Have complied with any and all recommended treatment.
- c. Have taken return-to duty drug and alcohol tests with:
 1. Negative results for controlled substances.
 2. Alcohol test with an alcohol concentration of less than 0.02.
- d. Be subject to unannounced follow-up drug and alcohol tests if recommended by an SAP. The number and frequency of such follow-up tests will be directed by the Substance Abuse Professional.

Training for Drivers: Prior to performing any safety-sensitive functions each employee shall receive information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol and/or controlled substances problem (the driver's or co-worker's); and available methods of intervening when an alcohol and/or controlled substances problem is suspected, including confrontation, referral to an employee assistance program and or referral to management.

Any driver, or driver candidate, who refuses or fails to attend the above-described training shall immediately be removed from performing any safety-sensitive function and may lead to termination of employment or loss of consideration of a driving position.

Records: All employee drug and alcohol test results and records will be maintained under strict confidentiality. Confidential information contained in testing records may not be released except as required by law or as expressly authorized by the Federal Motor carrier Safety Administration. Upon written request, a driver will receive copies of any records pertaining to his/her use of drugs or alcohol, including any records pertaining to his/her drug and/or alcohol tests. Records will be made available to a subsequent employer or other identified persons only as expressly requesting in writing by the driver.

ATTACHMENT

TESTING PROCEDURES

When reporting to the collection site, each employee must have in his/her possession a valid CDL driver's license. The designated collection site will have all forms necessary for testing.

Prior to an employee being requested to go to a designated collection site or is escorted to a collection site, he/she will be advised as to his/her rights, procedures and expectation. Testing may be performed on-site at company location. A copy of these policies and procedures will be given to all employees who may be required to submit to a controlled substance and/or alcohol test. Employees are required to sign a certification form indicating he/she has received the information and will be required to provide a urine and/or breath sample for testing.

When advised to take a test, the employee must immediately proceed to the test site, or designated area for on-site testing. Employee cannot finish the task at hand, i.e., paperwork, loading or unloading, finish trip, etc. Any time a test is not performed immediately or within the prescribed time, a well documented reason must be kept by a supervisor.

Employees will be advised of the dangers of drug abuse and/or alcohol misuse in the workplace and the company resolve to maintain a drug-free environment. Employees will be advised of the availability of substance abuse and/or alcohol misuse counseling and rehabilitation through a Substance Abuse Professional.

As a condition of employment, an employee or prospective company employee will be required to sign a statement that the individual will abide by the company controlled substance and alcohol policies and procedures and notify the company in writing of any drug or alcohol conviction before reporting on duty the next work day or no later than twenty-four (24) hours after receiving notice of such conviction. Failure to notify the company of the above-listed conviction in writing may result in immediate termination.

All samples will be collected and tested with due regard to the privacy of the individual being tested, and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of specimens.

Random generation selection testing will be performed by Drug Testing Services, Inc. A scientifically valid method will be used to select the employees to be tested (at least quarterly), with each employee having an equal chance of being chosen during every selection period. The company will notify the employees selected to report for testing.

Testing contractor Drug Testing Services, Inc. will be available 24 hours every day. Thus, testing for post-accident or reasonable suspicion will be possible anytime. If either of these occur at the end of an employee's shift, he/she will be required to be tested and follow all the collection

procedures completely. The employee must remain available for testing until completed or it will be considered a refusal test with all the stated consequences.

For random selection, pre-employment, return to duty and follow-up drug and alcohol testing requirements when necessary, a map and printed instructions to the collection site will be provided. The company may conduct on-site testing. All random selections will be spread out over a calendar year (at least quarterly) and totally unannounced. For post-accident testing, as soon as practical after the accident, but no later than 32 hours for controlled substances and for alcohol within two (2) hours but no later than eight (8) hours after an accident. The policy requires the driver to be tested for alcohol and controlled substances under the following circumstances:

- a. The accident involves a fatality, or
- b. The commercial motor vehicle driver receives a citation for a moving traffic violation arising from the accident and the accident resulted in:
 1. An injury requiring immediate medical treatment away from the scene,
or
 2. One or more of the vehicles involved received disabling damage that required it to be towed from the scene.

The MRO (Medical Review Officer) is the only one allowed to interpret the test results and notify the employee. The MRO will obtain proper identification before releasing any test results. The MRO will review the medical history of any donor testing positive and consider alternate medical explanations and is required to give the donor an opportunity to discuss a positive result, unless the donor expressly declines the opportunity, or the donor fails to contact the MRO after a documented contact by the company instructing the donor to contact the MRO. Following a discussion with the positive donor, or documentation that the donor declined discussion, the MRO will issue a final report on the outcome of the test to the Designated Employer Representative (DER).

The MRO shall be the sole custodian of a donor's controlled substance test results and will retain the records for five (5) years for positive test results. All results maintained by the MRO shall not be released to anyone without the donor's written authorization. MRO notification to the driver will include: driver's name, type of test, collection date, time and location; name of MRO, laboratory and collector, test results; and a statement that the procedures were in accordance with federal regulations parts.

Testing Procedures for Alcohol: For all types of testing situations, a breath test will be used. Federal regulations provide minimum standards for evidential breath testing (EBT) machine and required training, including calibration of the machine by a breath alcohol technician (BAT).

For alcohol testing, an evidential breath testing (EBT) device which has printing capabilities will be used for determination of the alcohol level. If the initial test indicates a level above 0.02, a confirmatory test will be given within a 20-minute period. These two combined tests are considered the first test.

If a saliva testing device is used, the breath alcohol technician (BAT) must check the expiration date on device and show it to you. A saliva device may not be used after its expiration date. The breath alcohol technician (BAT) must open the individually sealed package in front of you. If an employee tests positive to a breath alcohol test at 0.02 to 0.39 BAC level, he will be immediately removed from duty for a minimum of 24 hours. Repeated violations may result in termination. If an employee tests 0.04 or greater he/she will immediately be removed from duty and may be terminated from employment. All saliva tests indicating an alcohol level greater than 0.02 will be confirmed by EBT device.

Testing Procedures for Controlled Substances: A urine specimen will be collected in accordance with federal regulations. Donors may not ask the collector to deviate from regulated procedures.

Collected urine specimens will be labeled with the donor's identification, appropriately secured, climate controlled, and transported to a laboratory certified by the National Institute for Drug Abuse.

The donor will be required to remain at the collection site until a urine sample (minimum amount of 45 ml) is collected. Collection will be in one container bottle. The specimen will then be subdivided into two bottles, labeled and sealed. For these split sample control measures, the first primary sample will be at least 30 ml and the second sample will be 15 ml. If the primary sample tests positive, the employee may request within 72 hours, that the second split sample be tested at a second DHHS certified laboratory. This split sample test is at the employee's expense. This will be explained by the MRO during the medical interview. If the split sample analysis fails to reconfirm drug presence, the results of the test are cancelled.

Documentation of collection will consist of five (5) part form. Distribution of the form will be:

1. NIDA laboratory copy
2. MRO copy
3. Collector copy
4. Employer copy
5. Donor copy

Laboratory test results are transmitted, only to the medical review officer (MRO). Donor, collector, and company copies will not contain the MRO's findings or laboratory results. A second collection and subsequent testing may become necessary if:

1. Incorrect procedures are used.

2. Sample is lost or destroyed in transit.
3. Sample is not protected properly.
4. Time span between collection and transport to the laboratory was too lengthy.

The MRO shall talk directly to the driver, to verify a positive test. The driver is required to contact the MRO within 24 hours if he/she is not immediately available. The MRO is the only one allowed to interpret the test results and notify the employee. The MRO will provide appropriate identification to the employee when contacting the employee. The MRO will obtain proper identification from the employee before releasing any results. The MRO will review the medical history of the donor testing positive and consider the possible alternate medical explanations, and is required to give the donor an opportunity to discuss a positive test result, unless the donor expressly declines the opportunity or the donor fails to contact the MRO after a documented contact by the company instructing the employee to contact the MRO. Following a discussion with a positive donor, or documentation that the donor declines discussion, the MRO will issue a final report on the outcome of the controlled substance abuse to the company's Designated Employer Representative (DER) via mail.

The MRO is the sole custodian of a donor's controlled substance test results and will retain the records for five (5) years for positive tests. All results maintained by the MRO shall not be released to anyone without the donor's written authorization, MRO notification to the employer will include: driver's name; type of test; collection date; time and location; name of MRO, laboratory, and collector; test results and a statement that the procedures were in accordance with federal regulations parts 40 and 382.

Any questions regarding this policy/procedure, contact the Designated employer Representative, Joe Stam, Director, Human Resources (303) 739-2105.

**CERTIFICATE OF RECEIPT
FOR CONTROLLED SUBSTANCES AND ALCOHOL TESTING POLICY FOR DOT DRIVERS**

I _____ hereby certify that I have received and read
(Name of Employee)

A copy of the Controlled substance and Alcohol testing and procedures of Acme Distribution Centers and agree to abide by all of the requirements herein.

Date: _____ Signature: _____

AGREED TO BY THE UNION AND THE EMPLOYER

TEAMSTERS LOCAL UNION NO. 17

ACME DELIVERY SERVICE, INC.

BY 

BY  Priest
CEO

DATE: 10-27-22

DATE: 10-27-2022

LETTER OF UNDERSTANDING
BETWEEN
ACME DELIVERY SERVICE, INC.
AND
TEAMSTERS LOCAL UNION NO. 17
ATTENDANCE POLICY
Effective January 16, 2011

I. GENERAL OVERVIEW

Everyone is subject to occasional illness and/or emergencies that require them to be absent from work. ALL absences, REGARDLESS OF REASON, interfere with our ability to effectively provide service to our customers. Employees are expected to be at work and on time every day they are scheduled to work. Habitual absences or tardiness will be cause for disciplinary action, up to, and including termination.

In order to provide and maintain optimum levels of service for our customers, ACME DELIVERY SERVICE, INC. will institute an attendance policy starting July 1, 1990.

II. STARTING TIME

Employees are expected to be at their work area ready for work at their assigned starting time. Please, do not punch in more than five (5) minutes prior to the start of your shift. Employees are expected to adhere to prescribed work rules. "CLOCK WATCHING" is not acceptable behavior.

III. ABSENCE

Any employee missing a scheduled day of work shall be considered absent. If the reason for the absence is not on the exception listing herein, the employee shall be disciplined per the Local #17 Contract.

IV. TARDY

An employee shall be considered tardy if he/she punches in ANY TIME his/her scheduled start time or leaves early.

V. EXCEPTIONS

Absence or tardiness for any of the following reasons will NOT result in disciplinary actions. However, submission of an ABSENTEE REPORT IS required for accountability purposes:

- A. Industrial injury – (job related – written doctor’s release required upon return to work).
- B. Holiday – per Company policy.
- C. Vacation – (When properly pre-approved).
- D. Funeral leave – (When properly pre-approved).
- E. Jury duty – (written verification required).
- F. Military duty – (written verification required).
- G. Leave of absence – (when properly pre-approved).
- H. Hospitalization – (written verification required with 24 hour notice when possible).
- I. Court Summons – (written verification required with 24 hour notice when possible).
- J. Doctor/Dentist/Lawyer appointment – (24 hour prior notice required).
- K. Layoff
- L. Shortened shift due to workload
- M. Excused absence
- N. Act of god
- O. Employee’s or legal dependent’s documented hospitalization.
- P. Employee’s or legal dependent’s documented Emergency Room treatment on the day treated.
- Q. Employee’s or legal dependent’s pre-authorized regularly scheduled treatment for a life threatening medical problem.
- R. Employee’s or legal dependent’s absences for personal illness with a verified doctor’s note.

VI. NOTIFICATION

Employees are expected to notify their immediate supervisor as soon as possible, or, if circumstances permits, at least one day in advance of any planned absence or tardiness. If circumstances do not permit prior notice, employees are expected to notify the Company by telephone of any absence or tardiness. Such notice should be received by the Company one (1) hour prior to their shift start. Employees must notify the company each day they are absent in accordance with the above procedure. **FAILURE TO FOLLOW THE NOTIFICATION RULE WILL RESULT IN DISCIPLINE PER LOCAL #17 CONTRACT!!** Absence **WITHOUT** notification is considered to be a very serious matter.

VII. DISCIPLINARY SCHEDULE

Per Local # 17 Contract.

VIII. SEVERE WEATHER POLICY

Bad weather days that the Company will excuse for the purpose of tardiness or absenteeism will be those rare days when the overall weather conditions are so bad that general accessibility around the city affects the majority of the working public. When one of those days does occur, you will not be penalized for late arrival or absence. During such conditions, it is most important for you to contact your supervisor to determine the work situation. If you cannot get in to work, you must call in.

IX. RESPONSIBILITIES

In order to effectively implement the ATTENDANCE POLICY, the following actions and responsibilities are assigned:

A. SUPERVISORS

The direct supervisor of an employee is responsible for the daily monitoring of attendance and tardiness. The supervisor shall complete an ABSENTEE REPORT form whenever an employee is absent or tardy. Ensure that all pertinent information is reported, particularly note if the employee had given notification per paragraph VI. above. One copy of the ABSENTEE REPORT should be sent to the ACME PERSONNEL DEPARTMENT and one copy should be kept by the supervisor until the end of the current pay period.

At the end of the pay period, the supervisor should attach the ABSENTEE REPORT form to the employee's time card and crosscheck to ensure that all attendance variances have a report form attached. The time cards and report forms should then be submitted to the appropriate Head of Departments.

B. PERSONNEL DEPARTMENT

The Personnel Department Secretary shall track attendance information using the PC computer. ABSENTEE REPORT forms shall be retained in the employee's personnel file. The Personnel Department secretary shall publish an ATTENDANCE HISTORY REPORT for all employees. This report shall be forwarded to the Heads of Departments for review.

C. HEADS OF DEPARTMENT

The respective Head of each department or a designated manager shall be responsible for ensuring that their supervisors accurately report attendance variances with the ABSENTEE REPORT forms. At the end of each month, the Head of the department or the designated manager shall review the ATTENDANCE HISTORY REPORT. Applying the criteria stated in paragraph VII, above, appropriate disciplinary action shall be initiated. At the end of each pay period, time cards shall be reviewed to ensure that all attendance variances have been reported via ABSENTEE REPORT forms. Once this is accomplished, the ABSENTEE REPORT forms attached to the time cards may be discarded.

TEAMSTERS LOCAL UNION NO. 17

ACME DELIVERY SERVICE, INC.





Date 10-27-22

Date 10-27-2022

LETTER OF UNDERSTANDING

ACME – ATTENDANCE POLICY

Our attendance policy in essence remains much the same as in the past which is 'BE HERE AND BE ON TIME'. With the recent changes we are now able to track attendance on a daily basis. Part of our attendance regimen relates to proper punching on the time clock, which will also be tracked. Attendance and punches will be reviewed on a daily basis and notice will be sent to each supervisor of anyone in their area who is in danger of disciplinary measures. The following point system will be used to determine disciplinary measures:

Assessment of Points:

1 point	tardy or missing in/out punch
2 points	unexcused absence occurring on Tuesday, Wednesday or Thursday
3 points	unexcused absence occurring on Monday or Friday
5 points	no call/no show

Disciplinary Measures:

Warning Notice 4 points in one month
 or
 8 points total per calendar year

Suspension No call/No show
 or
 6 points in any one month
 or
 12 points total per calendar year

Termination 2 No call/No shows
 or
 8 points in any one month
 or
 16 points total per calendar year

Signed this 27 day of October, 2022.

TEAMSTERS LOCAL UNION NO. 17

ACME DELIERY SERVICE, INC.

BY 

BY 
President CEO

LETTER OF UNDERSTANDING

ABSENCE FROM OPERATIONAL OR SAFETY MEETING

Absences from required operational or safety meeting shall be disciplined in accordance with the following schedule:

- | | |
|-----------------|-----------------------------|
| First Absence: | Written reprimand |
| Second Absence: | Written warning |
| Third Absence: | Suspension |
| Fourth Absence: | Employer right to discharge |

In the administration of the above discipline, it makes no difference whether the absence is from a safety or an operational meeting.

Signed this 27 day of October, 2022.

TEAMSTERS LOCAL UNION NO. 17

ACME DELIVERY SERVICE, INC.

BY 

BY 
President CEO

LETTER OF UNDERSTANDING

Full Day Overtime

Full day overtime will be worked by regular employees within the department. Full day overtime will be offered and required subject to the seniority provisions of this Agreement provided the volunteer is qualified both by ability and experience to perform the necessary work in accordance with the standards established by the employer

This Letter of Understanding will only apply to the following accounts:

**HILLS PET
CARIDIAN (BCT)**

The Employer and the Union agree to meet in the future to discuss any other (specialty accounts) that may require this Letter of Understanding.

Signed this 27 day of October, 2022

TEAMSTERS LOCAL UNION NO. 17

ACME DELIVERY SERVICE, INC.

BY 

BY 
President CEO

