

AGREEMENT

By and Between

GENESIS LOGISTICS, INC.

And

TRANSPORT WORKERS UNION, LOCAL 504

Effective August 1st, 2019 through July 31, 2024

Table of Contents

ARTICLE	TOPIC	PAGE
1	SCOPE OF AGREEMENT	2
2	UNION SECURITY	3
3	HIRING NEW EMPLOYEES	4
4	UNION STEWARD	5
5	LEAVES OF ABSENCE	6
6	MANAGEMENT RIGHTS	7
7	SENIORITY	7
8	NO STRIKE/NO LOCKOUT	9
9	DISCIPLINARY ACTION	9
10	GRIEVANCE PROCEDURE	12
11	ACCIDENTS	14
12	PASSENGERS	14
13	JURY DUTY	15
14	BEREAVEMENT PAY	15
15	HOLIDAYS	15
16	VACATIONS	16
17	HEALTH & WELFARE PLAN & 401(k)	18
18	MISCELLANEOUS	18
19	WORKWEEK, BASIS OF PAY, DUTIES	19
20	WAGES	20
21	PHYSICAL EXAMINATIONS & SUBSTANCE ABUSE/ALCOHOL TESTING	23
22	COMPLETE AGREEMENT & WAIVER	23
23	DRIVER SAFETY and MOTOR VEHICLE ACCIDENTS	24
24	DURATION of AGREEMENT	28

Resolution of Collective Bargaining Agreement

This Agreement is entered into by and between Genesis Logistics, Inc. (hereinafter referred to as the “Company”) and the Transport Workers Union of America, Local 504, (hereinafter referred to as the “Union”).

WHEREAS: The parties hereto have negotiated one uniform agreement covering certain employees of the Company represented by the Union; and

WHEREAS: The parties have entered into such good faith negotiations,

THEREFORE, BE IT RESOLVED:

ARTICLE 1 SCOPE OF AGREEMENT

Section 1: Intent

This Agreement is intended by the parties to embody their agreement as to terms and conditions of employment to be observed between the parties. Moreover, this Agreement shall provide procedures for permanent and equitable adjustment of alleged grievances to the end that there shall be no interruption impeding of the work, work stoppages, or strikes or other interferences with the production during the life of this Agreement.

Section 2: Recognition

The Company recognizes the Union as the exclusive bargaining agent for all drivers and warehouse workers in the employ of the Company for the Baltimore, MD and Franconia, VA, locations, excluding all other employees, office, clerical employees, supervisors and guards as defined by the Act.

Section 3: Operations

This Agreement reflects the wages, terms, and conditions of employment applicable to all drivers and warehouse workers (“employees”) employed by the Company, which support the Company’s dedicated logistics operations serving the 7-11 Corporation as well as any other customers which the Company may service from time to time from its Baltimore, MD and Franconia, VA sites. The provisions of this Agreement shall only apply to such employees while engaged in such employment.

Section 4: Employment Status

Both the Company and the Union agree that all employees of the Company, covered by this Agreement are solely the employees of the Company. It is further understood between the Company and the Union that no corporation, partnership, association, or group of persons other than the Company are bound by the terms of this Agreement or has any duty to bargain with the

Union after termination of this Agreement. To the extent that any such duty to bargain might exist under any state or federal law, the Union hereby waives and releases any party other than the Company from its duty to bargain over a collective bargaining agreement, adjust grievances, arbitrate grievances, give recognition to the Union, or in any other manner act as a successor to this collective bargaining agreement.

Section 5: Transfer of Company Interest

The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee or designee of the company.

Section 6: Use of Gender Pronoun

The use, in this Agreement, of a specific gender pronoun is intended to refer to the employee workforce as a whole and not to any specific employee. In addition, the term “working days” is to be defined as Monday through Friday, excluding any day on which a holiday listed in Article 15 is observed by the Company.

Section 7: Other Company Interest

This Agreement shall not cover the employees of any other division, region, subsidiary, or related organization of the Company, regardless of where such other employees may be working.

**ARTICLE 2
UNION SECURITY**

Section 1: Union Security

To the extent permitted by the law of any state, the following Union Security provision shall be applicable:

- A. It shall be a condition of employment for all employees of the Company, covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those employees who are not members on the effective date of this Agreement shall, on the ninety-first (91st) day following the effective date of this Agreement, shall become and remain members in good standing to the Union. It shall also be a condition of employment that all employees covered by this Agreement, and are hired on or after its effective date, shall on the ninety-first (91st) day following the beginning of such employment, become and remain members in good standing in the Union. The above shall not be applicable or effective in any state in which such Union Security provision is a violation of any state law. If the law of any state prohibits the enforceability of any such provision, it shall not be effective in that state and it shall be void.

Section 2: Check Off

The Company agrees it will deduct the initiation fee and any and all current monthly Union dues on a monthly basis from the wages of the employees who have made application for membership in the Union and who are covered by this agreement; provided that the Company has received from each employee, on whose account such deductions are made, a written assignment, individually signed and authorizing the Company to make such deductions. All check off authorization forms shall conform to applicable law and shall be supplied by the Union to the employees.

The Company shall give the following information, in writing, to the Union on new regular employees who are covered by the terms of this Agreement after the new employees have successfully completed their probationary period. The Union will supply the Company with forms to use for submitting this information.

- A. Name, home address, and Social Security Number.
- B. Date of employment.

Section 3: Indemnity

The Union hereby indemnifies the Company and holds it harmless against any and all claims, suits, demands, and liabilities that may arise out of or by reason of any action that shall be taken by the Company for the purpose of complying with the foregoing provisions of Article 2, or other information which shall have been furnished to the Company by the Union under this Agreement.

ARTICLE 3 HIRING NEW EMPLOYEES

Section 1: Probationary Period

A new employee shall work under the provisions of the Agreement but shall be employed only on a ninety (90) calendar day basis, during which period they may be disciplined or discharged for any reason without recourse to the grievance procedure provided for in this Agreement. After ninety (90) calendar days of continuous employment, such employee shall be placed on the regular seniority list with their original date of hire as their seniority date. During the first ninety (90) calendar days of the probationary period, the employee shall not be entitled to any Company benefits.

- A. In the event the Company hires Class "A" drivers from a provider that previously did this work for the Customer, the provisions of this Section apply.
- B. An employee who must meet all of the Company's requirements as well as the state and federal requirements prior to applying for a Class "A" Driver job classification
- C. The Class "A" Driver wages and other conditions are only applicable if the driver is operating equipment that requires a Class "A" license.

Section 2: Temporary Employees:

The Company may employ persons as temporary labor, as needed. The Company will inform the Union steward of the need and reasons why.

- A. Temporaries are used only to supplement the regular, fulltime workforce.
- B. Temporary work is to be offered to laid-off employees, by seniority, at the rate of pay in effect for other workers, before employing outside causals provided, however, that a refusal to accept casual work of less than one full week during the layoff of a bargaining unit employee shall not constitute a failure to report to work upon recall from layoff.

Section 3: Part-Time Employees

- A. The Company may utilize part-time employees in all classifications under this Agreement.
- B. Part-time workers will be used less than 32 hours and will be used to support volume peaks on a daily or weekly basis.
- C. The part-time workforce will not exceed 33% of the total employment hours worked.
- D. It is specifically understood and agreed that individuals employed on a part-time basis, pursuant to the terms of this Agreement, shall be deemed bargaining unit employees.

**ARTICLE 4
UNION STEWARD**

Section 1: Authority of Union Steward

The Company recognizes the right of the Union to designate a Union representative.

The authority of the Union representative so designated by the Union shall be limited to and shall not exceed the following provisions:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement: and
- B. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages 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 stoppage, slowdowns, refusals to handle goods, or any other interference with the Company's business.
- C. The union Steward has no authority to take strike action or any other action interrupting the Company's business, except as authorized by official action of the Union.

ARTICLE 5 LEAVES OF ABSENCE

Section 1: General

The Company in full compliance with the Family and Medical Leave Act of 1993 (the FMLA) agrees to extend FMLA coverage to employees covered by this Agreement to the extent required by the eligibility rules of the FMLA and in accordance with the Company's policies governing administration of the FMLA. Any employee eligible for two (2) or more weeks' vacation, and is requesting a leave under FMLA, must use all but one week of vacation to run concurrent with the requested FMLA period.

A leave of absence, as detailed below, may be granted under the conditions herein set forth. All leaves of absence shall be without pay or benefits (except as provided by law or current Company policy). Upon return to work, the employee will return to their former position or a substantially equivalent one with full pay and benefits effective the date of return.

Section 2: Personal Leave

A leave of absence of not less than one (1) week and not to exceed ninety (90) days may, at the Company's discretion, be granted, without pay and without loss of seniority standing, in an emergency or for any good purpose, upon written request by the employee. Said approval shall be acknowledged by signature of the employee, the Company's Manager or his authorized representative and witnessed by the signature of a Union Steward or his authorized alternate with copies supplied to the employee and the Union. The Union shall be advised promptly of the Company's intent to deny any such request and the Union shall have the opportunity to present further facts that may have a bearing on the case.

Any extension of a leave of absence beyond ninety (90) days shall be by mutual written agreement between the Company and the Union only.

Section 3: Military Leave

The Company shall comply with all provisions of the Uniform Services Employment and Reemployment Rights Act (USERRA) as it applies to any employee called to active duty. Employees are to advise the Company as soon as they receive their notice to report for active duty.

ARTICLE 6 MANAGEMENTS RIGHTS

Section 1: Affairs of Business

The Union recognizes and agrees that the Company reserves and retains the sole and exclusive right to manage its business and to direct the workforce except only to the extent that the express provisions of this Agreement specially limit or qualify this right. The Company's right to manage its business includes, but is not limited to the right to hire, promote, demote, transfer, assign, and direct the employees; to discipline, suspend and discharge for just cause, to relieve employees from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of conduct and regulations not inconsistent with the provisions of this Agreement; to increase or decrease the workforce; to determine the number of departments and the work to be performed therein; to determine processes to be employed; to determine quality and establish reasonable work standards; to determine the number of hours, per work day or per week, operations shall be carried on; to establish and change work schedules and assignments; to subcontract or relocate all or any portion of the operation now or hereinafter covered by this Agreement; to schedule hours of work, including overtime; to reduce the normal work week of all employees because of business necessity as an alternative to layoff; to add shifts or terminate existing shifts in accordance with customer needs; to determine job content and classifications required; to maintain safety, efficiency and order at the operation, and exercise all and any such other rights not restricted by this Agreement.

ARTICLE 7 SENIORITY

Section 1: Provisions

There shall be three (3) job classifications at each site; Class "A" drivers, Class "B" drivers and Warehouse. Site specific job classification seniority shall prevail and shall be applicable to layoffs, recalls, and choice of vacation periods, warehouse start times, job bidding; however, promotion shall be made according to qualifications at the discretion of the Company.

Section 2: Seniority Date

After the employee has satisfactorily completed their probationary period, they shall gain seniority status as of their date of hire. The term "original date of hire" shall be defined as the employee's last date of hire with the predecessor organization or the date of hire with the Company, whichever is earlier, unless the terms of the Company benefit plans provide otherwise.

Section 3: Seniority List

The Company shall, upon request, furnish the Union with a written seniority list including all additions and deletions from the seniority list on a monthly basis. In the event the Company

employs more than one employee on the same date, seniority shall be determined by the date of application. If seniority is still not distinguishable, then the last four digits of the Social Security Number will be used in ascending order.

Section 4: Layoffs and Recall

Layoffs in the workforce shall be site and domicile_specific and in inverse order of job classification seniority as long as the employee is qualified to perform the duties of the available work within the job classification. Recall shall be site and domicile_specific and by order of job classification seniority as long as the employee is qualified to perform the duties of the available work within the classification.

Section 5: Loss of Seniority Rights

An employee shall cease seniority rights if:

- A. They quit voluntarily or retire.
- B. They are discharged for cause.
- C. They are laid off in excess of twelve (12) months.
- D. They fail to accept recall from layoff.
- E. They fail drug or alcohol test.

Section 6: Bidding and Job Assignments (paragraph modified by LOA at the back of the CBA)

Job classifications and routes will be assigned by site and domicile_seniority preference. However, there will be no bumping or bidding between driver classifications, driver classifications and the warehouse or between locations or domiciles. Thereafter, when a permanent opening occurs on an assigned schedule, for any reason, that schedule will be posted on the bulletin board for five (5) days.

- A. The most senior driver who signs for the posted schedule will be assigned that schedule. In the event another schedule becomes open because of the above, then this schedule shall be posted for five (5) days and again the most senior driver who signs for this schedule will be assigned that schedule.
- B. After the above schedules have been selected, the Company will assign any other schedule that becomes open because of driver moves.
- C. Drivers may not trade routes nor may warehouse employees exchange shifts at any time without approval of management.
- D. When the Company has to move a driver off of his/her normal bid route for operational reasons, the driver will receive at least the same amount of pay for that night that he/she would have received for running his/her normal bid route.
- E. All routes and warehouse start times shall be re-bid in December of each year.

ARTICLE 8 NO STRIKE/NO LOCKOUT

Section 1: No Lockout

The Company agrees that so long as this Agreement is in effect, there shall be no lockouts.

Section 2: No Strike

The Union, its officers, agents, members and the bargaining unit employees covered by this Agreement all agree that so long as this Agreement is in effect there shall be no strikes (including sympathy strikes), sit-downs, picketing, slowdowns, employee demonstrations, stoppage of work, boycotts, or any other acts that interfere with the Company's or Customer's operations or performance of its business, and such persons further agree that they will take all affirmative action legally available to prevent and stop anything that occurs in disregard of this agreement. Any violations of the foregoing provisions may be made the subject of disciplinary action up to and including discharge, and in such event, only the fact of the alleged violation of this section shall be subject to the grievance-arbitration procedure, not the Company's decision as to the appropriate penalty.

Section 3: Free Ingress and Egress

There shall be no interference by the Union, its officers, agents, employees or members to prevent or impeded free ingress or egress by any person to and from the Company's property or Customer's property or the free and unhindered use of the Company's or Customer's equipment, vehicles, or other property.

ARTICLE 9 DISCIPLINARY ACTION

Section 1: Purpose

The principle purposes of discipline are to correct behavior that adversely affects other employees or the Company and to maintain an efficient, safe and productive work environment. The Company does not seek to impose arbitrary restrictions on those employees who recognize and regularly practice the commonly accepted standards of good citizenship, courtesy, good manners, and plain common sense. Rather, the Company through the exercise of appropriate discipline shall define and protect the rights of all persons who work for the Company.

Section 2: Progressive Discipline

- A. The Company will use a progressive method of discipline. The Company and the Union recognized that some behavior or the severity of misconduct on their own may itself warrant a second written warning, suspension or discharge. In those cases, progressive

discipline will not be followed. For purposes of progressive discipline, there shall be two (2) separate categories of discipline as follows:

- a. Attendance and tardiness
 - b. Work Performance
- B. Before engaging in progressive discipline, the company will provide verbal counseling to an employee where that employee may not be aware of the company's expectations about behavior. The progressive steps for discipline, following verbal counseling are:
- a. First Written Warning
 - b. Second Written Warning
 - c. Discharge
- C. First and second Written Warnings will take place between the supervisor and the employee involved with a Union Steward present at the request of either the supervisor or employee. Written Warnings will be removed from the employee's disciplinary record twelve (12) months after they are imposed, provided there are no other disciplinary actions of any kind in the category during that twelve (12) month period.

Section 3: No Prior Warning

As noted in section 2 above, the company shall not discharge nor suspend any employee who has attained seniority without just cause, however, a no prior warning letter will be given to any employee before discharge, suspension, or any other disciplinary action for the following reasons:

- A. Recklessness or negligence resulting in a major preventable accident or injury while on duty which causes, or was likely to have caused, serious personal injury or a large amount of property damage.
- B. Willful destruction of company, customer, or another employee's property.
- C. Refusal to perform assigned work that does not jeopardize the employee's personal safety.
- D. Threatening of or unprovoked physical assault on a Customer or any other employee.
- E. Failure to report any accident of which the employee is aware or reasonably should have been aware.
- F. Possession of firearms while on duty and/or on company/customer property.
- G. Theft or dishonesty for monetary gain, from or against the Company, Customer or another employee.
- H. Suspension or revocation of driver's license: a suspension for administrative reasons will be reviewed on a case-by-case basis.

- I. Failure to notify the company of a suspension or revocation of one's driver's license prior to the next scheduled dispatch.
- J. Failure to notify the Company of a drug related conviction.
- K. Unauthorized passengers in a company vehicle.
- L. Unauthorized use of a Company vehicle or equipment.
- M. Falsification of equipment application or employee records.
- N. Unauthorized repairs or adjustments (tampering) to company equipment.
- O. Failure to pass or otherwise comply with the Company's substance abuse and alcohol policy and directives.
- P. Possession or being under the influence of alcohol or controlled substance while on duty or on Company premises.
- Q. Involvement in a significant number of accidents to warrant termination under the company's accident point policy program (appendix "C").
- R. Being absent for two (2) consecutive working days without notifying the company.
- S. Accepting employment with another organization while on an approved leave of absence.
- T. Failure to report to work within five (5) days after receipt of recall notice by the Company unless excused for good reason.
- U. A Class "A" Driver does not pass or fails to report for any required DOT testing or medical examination.
- V. A Class "A" Driver does not complete federal, state or local required paperwork, including but not limited to, DOT logs.
- X. Technological violations, i.e., cell phone usage while driving (calls, text, etc.) and XRS.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 1: Informal Resolution

In the event of a dispute concerning the terms of this Agreement, the parties agree to make every reasonable effort to resolve the dispute informally without formal recourse to the grievance procedure.

Section 2: Filing a Grievance

For the purpose of this Agreement, a grievance is defined and limited as a dispute either party has to the interpretation, application, or alleged violation of any express provision of this Agreement, which is subject to the grievance procedure. All grievances must be reduced to writing and must contain the following information:

- A. Article and section of the agreement alleged to have been violated.
- B. A full statement of the grievance, giving all relevant facts, known witnesses, dates and times of events, and specific adjustment desired.
- C. Signature of the aggrieved employee if any and date signed.
- D. Signature of a Union Steward, representative or officer

Section 3: Grievance Steps

Should any dispute arise between the company and an employee or between the Company and the Union, an earnest effort will be made to settle such differences without undue delay in the following manner:

- A. **Step 1:** The employee involved shall, within 5 working days of the date of the incident giving rise to the complaint or the date the incident giving rise to the complaint should have been reasonably known to the employee, discuss the complaint with his or her Supervisor. The Shift Steward may be present during this discussion at the request of the employee or the company. The Supervisor shall give the answer within 5 working days following the date of the meeting. The Shift Steward may be present when the Supervisor gives the answer at the request of the employee or the Company.
- B. **Step 2:** In the event the complaint is not resolved in Step 1, the Union shall submit a written grievance including the information outlined in Section 2 of this Article to the Company's site General Manager within ten (10) working days of the Company's step one response. The Company shall respond to the written grievance within ten (10) days of the receipt of the grievance.
- C. **Step 3:** In the event the matter is not successfully resolved in step 2, it shall, at the request of either the Union or the Company be submitted to any impartial "*Field Board*" for the purpose of hearing the grievance. The step 3 request must be submitted in writing within 15 days after receiving the step 2 decision.

The *Field Board* will be comprised of at least one representative from the Union and at least one representative from the Company. The date of the *Field Board* review will be by mutual agreement of all parties. The decision of the *Field Board* shall be final. If the *Field Board* cannot come to agreement on the disposition of the grievance, either the Union or the Company may submit the grievance to an impartial arbitrator.

Section 4: Arbitration

- A. The request for arbitration must be written within fifteen (15) days following the *Field Board* Review.
- B. The Union will request a panel of nine (9) arbitrator candidates from the Federal Mediation and Conciliation Services (FMCS) with a copy of the request provided to the Company. Such request must be made within five (5) calendar days of having given notice of the desire to arbitrate as per Step 3. Within ten (10) calendar days of receiving the FMCS panel, the parties will meet or consult to alternately strike one (1) name from the panel until only one (1) name remains, who shall be the arbitrator for the dispute in question. If all names on the first FMCS panel are unacceptable to either party, a second panel may be requested from which a single arbitrator will be selected by alternately striking names. Each party may appear and present evidence at the hearing before the selected arbitrator, whose decision will be final and binding on all parties and affected employees, provided the decision is made within the authority granted by the parties.
- C. The arbitrator selected shall have authority only to interpret and apply the provisions of this Agreement to the extent necessary to decide the submitted grievance and shall not have authority to add to, detract from or alter in any way the provisions of the Agreement. The arbitrators award shall be final and binding upon the Company, the Union, and all employees.
- D. The costs of arbitration shall be shared equally. For the purpose of this provision, the term “costs” shall include the arbitrator’s fees, court reporter fees, and the cost of the hearing room. Except as to those grievances that involve the same facts and the same legal issues or by mutual agreement of the parties, not more than one grievance shall be submitted to or be under review by any one arbitrator at any one time.
- E. If either party fails, refuses or neglects to appear before the arbitrator, the arbitrator shall hear the evidence of the party appearing and render a decision or award, or disposition of the matter as deemed just.

Section 5: Invoking the Arbitration Procedure

Individuals who are covered by this agreement do not have the right to invoke the arbitration procedure on their own initiative; the arbitration procedure can only be invoked by the union on behalf of the aggrieved employee or employees.

Section 6: Time Limit

The time limits of the grievance procedure are mandatory in may not be waived except by mutual written agreement. In the event the Union fails to appeal a grievance on a timely basis as provided here, the grievance shall be considered null, void, and at an end.

ARTICLE 11 ACCIDENTS

Section 1: Reporting

Any employee involved in any accident shall immediately verbally report to the Company said accidents and any physical injury sustained to themselves or other persons. The employee shall maintain an accident kit in his truck at all times and in the event of an accident will complete all documentation included in the accident kit (detailed information and other involved parties, witnesses, etc.). Photos of the accident should be taking with camera furnished with the accident kit and returned to the employee's supervisor at the end of their shift.

Section 2: Equipment Damage

Employees shall immediately report to the Company any damage, cargo, and loss or accidental discharge of fuel or oil from their assigned equipment. At the conclusion of their shift, all employees shall report all defects of assigned equipment. Such reports shall be made on a suitable form furnished by the Company, and shall be made in multiple copies, one copy to be retained at the Company's discretion.

Section 3: Safety Conference

The Union has a right to confer with the Company over serious safety issues.

ARTICLE 12 PASSENGERS

No driver or dock worker shall allow anyone, other than authorized employees of the Company who are on duty, to ride in or on their truck except by written authorization of the Company. In such case, no more than 2 people shall ride in the truck unless required by government agencies, where necessary, for checking equipment or in cases of emergency.

**ARTICLE 13
JURY DUTY**

- A. The Company will pay to all fulltime hourly employees who are summoned for jury duty according to the table listed in this paragraph the difference of the scale and the amount received from the court for each day for which the court provides a voucher; item c. provides for route drivers:
 - a. Baltimore: Eight (8) hours at current hourly rate minus voucher pay
 - b. Franconia: Eight (8) hours at current hourly rate minus voucher pay
 - c. Route Drivers: daily rate from the 13 previous week average
- B. The voucher for any pay received by the employees because of jury duty must be presented to the Company so as to be used in computing the correct pay due the employee by reason of jury duty.
- C. The employee shall, as promptly as possible, notify the Company of receipt of such summons.
- D. The employee shall return to work as promptly as practical after being released from examination for jury duty or from actual jury duty.

**ARTICLE 14
BEREAVEMENT PAY**

Any fulltime employee having completed their probationary period and suffering the death of a parent, spouse, grandparent, child, stepchild, sister, mother-in-law, father-in-law shall be entitled up to three (3) working days off with pay as outlined below. For hourly employees, days off with pay shall be eight (8) hours including shift premium, if applicable, where one of the days off is for the funeral. For route drivers, days off with pay shall be: Baltimore drivers are paid \$150.00 per day and Franconia Drivers are paid \$142.00 per day where one of the days off shall be for the funeral. The Company may require a death notice.

**ARTICLE 15
HOLIDAYS**

Section 1: Listed Days

- A. The following named holidays shall be recognized for all fulltime employees and will be paid the following rates; warehouse and hourly drivers will receive 8 hours holiday pay, whether worked or not worked. Route Drivers rates are \$200.00 in Baltimore, \$213.24 in Franconia for each of the listed holidays whether worked or not worked. When worked these rates will be paid in addition to that day's route pay.

New Year's Eve
New Year's Day
Martin Luther King Day (will be added at the beginning of 2022)
Memorial Day

Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day

- B. When a fulltime employee works on a holiday listed in Section 1-A of this article, the employee will be paid for that holiday, as outlined in Section 1-A of this article, and the employee's regular hourly rate or route pay for all hours worked on the holiday.
- C. Should the holiday fall during a fulltime employee's vacation, the employee, if entitled, will be paid for the holiday, or will be entitled to take the paid holiday at the end of the vacation or on another day mutually agreed upon between the Company and the employee.
- D. Holiday pay shall not be pyramided with hours worked for overtime purposes.

Section 3: Holiday Eligibility

The above holiday pay will be provided to all fulltime employees, provided they meet all the following eligibility rules, unless otherwise provided herein,

- A. The employee has met the requirements of the probationary period (Article 3) as of the holiday.
- B. The employee must have worked the scheduled workday immediately before and after such holiday.
- C. When one of the above listed holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regular scheduled work week because of such vacation, he shall receive one (1) extra days' vacation with pay for each such holiday.
- D. Employees who have been assigned holiday work and then failed to report for and perform such work without reasonable cause shall not receive pay for the holiday.

**ARTICLE 16
VACATIONS**

Section 1: Entitlement

Fulltime employees covered by this Agreement will be entitled to vacation. Hourly employees will accrue vacation based on the table below, driver's vacation compensation will be based on the route they are assigned through the bid process. Vacation time is computed, scheduled and is to be taken on a calendar year basis. Fulltime employees begin to accrue vacation time after completing six (6) months of service. During the milestone years, (5 & 15), employees begin to accrue their vacation at the higher rate noted in the table below, effective the month of their hire date. The higher accrued vacation would then be available in the next calendar year on the

employee’s anniversary date. Route pay drivers will have their vacation days paid as an average of the prior thirteen (13) weeks of compensation. Vacation may be used as it is accrued.

The following table describes annual entitlement and the per month accrual rate based on length of service:

Length of Service	Amount of Vacation	Accrual Rates, Hours and Days
1 year but less than 5 years	2 weeks/10 route days	6.67 hours/0.84 route days
5 years but less than 15 years	3 weeks/15 route days	10 hours/1.25 route days
15 years, plus	4 weeks/20 route days	13.33 hours/1.67 route days

Section 2: Bidding of Vacation Schedules

- A. Seniority, within the site’s job classifications, among the employees shall govern the time said vacations are selected to be taken. Vacations are to be selected in January of each year. The company shall determine how many employees will be allowed vacation at any given time.
- B. Employees will be able to select all weeks of vacation that their seniority allows each January; in a break year where an additional week of vacation is due based on their crossing an anniversary date during the vacation year being bid, the employee may select the additional week in the January bidding process; however, the additional week must be taken following (after crossing) their actual anniversary date. There will be no bumping based upon seniority once the selection period is closed January 31st. Changes will be allowed, based on service requirements with Company approval and that do not affect another employee’s approved vacation time selection.

Section 3: Personal Days

Employees who have completed twelve (12) months of service as of January 1 of each year shall be eligible for five (5) personal days during that year that can be utilized for illness or personal matters. Employees must submit a written request for a personal day at least fourteen (14) calendar days in advance. Such requests shall be approved based on service requirements. Any unscheduled time off for personal reasons, including illness (i.e. calling out sick or to take care of a sick child) will be charged as a personal day. Any unused personal days will be paid out on the last paycheck of the year. A personal day for hourly employees will paid at eight hours regular pay and for route drivers a personal day will be paid as: Baltimore \$150.00, Franconia \$142.00.

ARTICLE 17
HEALTH AND WELFARE PLAN & 401(k) PLAN

Section 1: Health and Welfare

Employees covered by this Agreement will be eligible for coverage under the Company's Health and Dental Care Plan as provided by said Plans. Any changes made to these plans on a Company-wide basis, shall be simultaneously implemented in this bargaining unit without notice or the necessity of prior collective bargaining. Providing these benefits on an Employer wide basis shall be the Company's sole obligation under this Agreement and, all disputes concerning coverage must be taken up directly with the Insurance Administrator pursuant to the terms of the plans whose decisions shall be final and binding on all parties. A copy of the insurance plans shall be made available to the Union or any employee upon request.

Section 2: Savings and Retirement Benefits

Full time employees shall be eligible to participate in the Company's 401(k) Savings Plan as provided by said Plan. Any changes made to these plans on a company-wide basis shall be simultaneously implemented in this bargaining unit without notice or the necessity of prior collective bargaining.

ARTICLE 18
MISCELLANEOUS

Section 1: Property and Equipment

- A. All employee shall exercise proper care and protection of the Company's property and equipment.
- B. The Company will have its trucking equipment in proper mechanical condition for safe operation on the highway.
- C. The Company leases equipment and the equipment lessor retains the right of removing employees from said equipment . It is agreed by the Company and the Union that if the Company receives a written notice, with reasonable justification, from the equipment lessor to remove an employee from their equipment, this may constitute just cause for discharge of such employee.

Section 2: Regulations

Nothing in this Agreement is to be construed to prevent the Company or its employees from complying with the regulations and rules of the Department of Transportation or any city, state or federal regulations.

Section 3: Bonding

Should the Company require an employee to be bonded, cash bond shall not be compulsory, and any premium involved shall be paid by the Company. However, if the Company's regular bonding company refused to bond any employee, and the employee is able to secure bond elsewhere, said employees shall have to pay any difference in the premium involved.

Section 4: Uniforms

The company will provide uniforms and safety shoes that must be worn while on duty for drivers and heavy weather clothing for employees who are required to work in the refrigerated environment. Employees who are furnished uniforms and heavy weather clothing must maintain them in a clean and presentable condition and return them upon termination of employment or a deduction will be made from the final paycheck.

ARTICLE 19 WORKWEEK, BASIS OF PAY, DUTIES

Section 1: Workweek

The standard workweek for fulltime hourly paid employees shall consist of forty (40) hours scheduled over five days in a workweek. The schedule will try to provide two consecutive days off. The workweek shall commence at 12:01 am Sunday and concludes one second before 12:01 am on the following Sunday. The standard workday, exclusive of lunch period, for fulltime hourly paid employees shall consist of eight (8) hours.

Nothing in this article shall be construed as a guarantee by the Company to provide any employee with a specific number of hours or any number hours of work in a day or in a week or restrict the Company from having alternative work schedules to meet service requirements. The Company shall notify the Union prior to the implementation of a new work schedule.

Section 2: Overtime

- A. Hourly paid employees shall be paid a rate of one and one-half times the employee's hourly rate (excluding shift premium) of pay for all hours worked in excess of forty (40) in one workweek. Personnel paid on incentive basis or route pay will not receive overtime.
- B. Overtime work shall be distributed among the employees immediately available and qualified to perform the work necessitating overtime.
- C. Overtime shall not be paid unless previously approved by the manager or supervisor.

Section 3: Call to Work

An employee who reports for work after instruction by his supervisor or other Company representative shall be guaranteed four (4) hours work or pay at the applicable rate, mandatory

offsite Company meetings shall be guaranteed four (4) hours pay. Company meetings held pre or post normal schedule will be paid hourly pay for the time duration of the meeting only. An employee called to work shall be allowed reasonably sufficient time, without pay, to get to their home domicile or terminal.

Section 4: Pay Checks

Each employee shall be provided with an itemized statement of his or her earnings and of deductions made for any purpose.

Section 5: Time and Trip Records

In all operations, the employee shall be required to keep a timesheet showing hours worked or a trip report showing the trip details as required by the Company. Employees will be required to sign all timesheets or trip reports. Employees shall also accurately and faithfully keep and submit any other reports of their activities, as may be required by the Company or under local, state or federal law. The Company may at any time, install in its equipment recording devices or such other equipment as it deems necessary to maintain accurate records of trip details, equipment use, driver performance, and to provide the details necessary for the customer's operation.

ARTICLE 20 WAGES

Section 1: Schedules

Employees shall be paid wages in accordance with schedules attached hereto and which forms part of this agreement. Employees shall be paid only for hours/activity worked, subject to any other express provision of this agreement.

Section 2: Shift Differential

Only hourly paid employees working third shift will receive a shift differential of fifty cents (\$0.50) per hour.

Section 3: Orientation

Daily pay during orientation is \$195.00 per day for Baltimore drivers and \$200.00 per day for Franconia drivers, the hourly rate will be paid for hourly drivers and warehouse employees.

Section 4: Retroactive Pay

In recognition of the contract extension and upon ratification and implementation of this Agreement each fulltime employee will receive \$1000.00 less normal deductions and part-time employees will receive a prorated sum based on average hours worked compared to a fulltime schedule, provided said employees worked at least one year with the Company at the time of ratification. This Retroactive Pay is a one-time payment for the life of the Agreement and will

not be repeated during the term of this Agreement. Furthermore, all wages outlined below are effective August 1 of said year and remain in effect until July 31 of the following year.

Section 5: Baltimore, MD Wages

Route Truck Driver's rates per day by year:

Tier/Yr	2019	2020	2021	2022	2023
A	\$200.00	\$205.00	\$210.00	\$215.00	\$220.00
B	\$217.00	\$220.00	\$225.00	\$229.00	\$234.00
C	\$230.00	\$235.00	\$239.00	\$243.00	\$248.00
D	\$245.00	\$247.00	\$254.00	\$260.00	\$265.00
E	\$255.00	\$262.00	\$270.00	\$276.00	\$281.00
F	\$270.00	\$278.00	\$286.00	\$292.00	\$298.00

Hourly drivers per hour rates by year:

Year	2019	2020	2021	2022	2023
Rate	\$27.00	\$27.54	\$28.09	\$28.65	\$29.23

Warehouse:

The left column is months of service followed by the corresponding hourly rates for each year

Yr/Mo	2019	2020	2021	2022	2023
0-6	\$13.80	\$14.10	\$14.50	\$14.90	\$15.30
6-12	\$14.10	\$14.50	\$14.90	\$15.30	\$15.70
12-24	\$14.25	\$14.65	\$15.05	\$15.45	\$15.85
18-24	\$14.70	\$15.10	\$15.50	\$15.90	\$16.30
24-36	\$15.00	\$15.35	\$15.75	\$16.15	\$16.55
36+	\$15.30	\$15.70	\$16.05	\$16.40	\$16.80

Warehouse Leads will receive \$10.00 per day Lead Pay.

Section 6: Franconia, VA Wages

Route Truck Driver's rates per day by year:

Year	2019	2020	2021	2022	2023
A	\$223.00	\$224.00	\$231.00	\$236.00	\$241.00
B	\$235.00	\$237.00	\$244.00	\$249.00	\$254.00
C	\$247.00	\$249.00	\$257.00	\$262.00	\$267.00
D	\$265.00	\$270.00	\$276.00	\$281.00	\$287.00
E	\$280.00	\$285.00	\$292.00	\$297.00	\$304.00
F	\$295.00	\$300.00	\$307.00	\$314.00	\$320.00

Hourly driver's hourly rates:

Year	2019	2020	2021	2022	2023
Rate	\$27.60	\$28.15	\$28.72	\$29.29	\$29.88

Warehouse

The left column is months of service followed by the corresponding hourly rates for each year

Yr/Mo	2019	2020	2021	2022	2023
0-6	\$14.30	\$14.70	\$15.10	\$15.50	\$15.90
6-12	\$14.60	\$15.00	\$15.40	\$15.80	\$16.20
12-18	\$14.75	\$15.15	\$15.55	\$15.95	\$16.35
18-24	\$15.20	\$15.60	\$16.00	\$16.40	\$16.80
24-36	\$15.50	\$15.85	\$16.25	\$16.65	\$17.05
36+	\$15.80	\$16.20	\$16.55	\$16.92	\$17.30

Warehouse Leads will receive \$10.00 per day Lead Pay.

Section 7: Exception Pay for Route Drivers

Item	Baltimore	Franconia
1. Hourly Rate/Delay Pay:	\$18.03	\$18.30
2. Extra Stops	\$30.00	\$30.00
3. POP's	\$ 1.00	\$ 1.00
4. Sixth Day Mandate	\$70.00	\$70.00
5. Sixth Day Volunteer	\$90.00	\$90.00
6. Lead Driver	\$10.00	\$10.00
7. Trainer Pay (Drivers)	\$35.00	\$40.00
8. Training (Drivers in Training)	\$195.00	\$200.00
9. Chill Premium (warehouse only)	\$ 0.50	\$ 0.50

Section 8: Service, Productivity, and Safety Bonuses

- A. Maximum monthly bonus for all route drivers (Baltimore and Franconia) is \$166.67 per month, less regular deductions. This bonus is an incentive for safety and productivity. A 75% deduction will be assessed for any accident deemed preventable by the Genesis Safety Department which may be appealed to the Safety Department. A 25% deduction will be assessed for any unauthorized absences including callouts or preventable late deliveries after 0500hrs.
- B. Maximum monthly bonus for all warehouse and hourly drivers (Baltimore and Franconia) is \$50.00 per month, less regular deductions. This bonus is an incentive for safety and productivity. The monthly bonus will be reduced by 40% for any unauthorized absence

or call-out. The monthly bonus will also be reduced by 60% for any accident or injury that results in a Worker's Compensation claim.

- C. Bonuses will not be affected if the accident the employee is involved in was not their fault.

ARTICLE 21

PHYSICAL EXAMINATIONS AND SUBSTANCE ABUSE/ALCOHOL TESTING

Section 1: Physical Examinations

- A. All employees shall promptly comply with physical, mental and other examinations as required.
- B. Unless otherwise required by a governing body, all driver employees of the Company covered by this Agreement will be subject to a physical examination and drug screen at a minimum of every two years from their anniversary date.
- C. An employee involved in a work-related accident shall be required to take a drug/alcohol screen.

Section 2: Controlled Substances

At the Company's expense and under the direction of the Company's physician, physical examinations, in accord with Company specified standards and procedures, including X-Rays and including, upon reasonable suspicion by the Employer that an employee may have used marijuana or any controlled substance or have abused alcohol, and/or pursuant to local, state or federal regulations or published Company policy, a test to determine such use or abuse may be made of any employee at any such time as the Company may specify. An employee whose test for controlled substances, including marijuana, is positive for the presence of such substances will be subjected to immediate discharge. An employee who refuses to comply with a company request for a physical examination or test under this Article shall be immediately terminated.

ARTICLE 22

COMPLETE AGREEMENT & WAIVER

Section 1: Extra Contract Agreements

The Company 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. Any such Agreement shall be null and void. It is further agreed that any previous understandings or agreements, either written or oral, not specifically made a part of this Agreement or incorporated herein by reference, shall be null and void and unenforceable as of the effective date of this Agreement. In addition, no letters of understanding, supplemental agreements, written or oral, shall be enforceable unless reduced to writing and signed by authorized representatives of the parties to this Collective Bargaining Agreement.

Section 2: Complete Agreement

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining for this term. The parties recognize that this Agreement sets forth all obligations the Company has toward the bargaining of any additional terms discussed by the parties during or any past practices not embodied in this Agreement.

Section 3: Waiver

The parties acknowledge that during the negotiations which resulted in disagreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 4: Savings Clause

Should any provision or provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by reason of any decree by a court of competent jurisdiction, such invalidation of such part or parts of this Agreement shall not invalidate the remaining portions hereof and the said remaining portions shall remain in full force and effect. The provision or provisions affected shall be negotiated by and between the Union and the Employer.

ARTICLE 23 DRIVER SAFETY SYSTEM AND MOTOR VEHICLE ACCIDENTS

Policy:

1. All Driver Associates involved in a motor vehicle accident/collision shall participate in the Accident Review Process.
2. All motor vehicle accidents shall be reviewed, and preventability determined by the site manager.
3. All Driver Associates involved in a motor vehicle accident determined to be preventable shall have the appropriate points assessed to their driving records according to the Point Assessment chart in this policy.
4. Driver Associates involved in motor vehicle accidents, that are determined to be preventable, shall have the right to request an Accident Review.

Definition: A motor vehicle accident is defined as any collision occurring resulting in human fatality, injury or property damage.

DRIVER ASSOCIATE COLLISION REVIEW

The purpose of the collision review with the Driver Associate is:

- To get complete information on how the collision occurred
- Understand how the Driver Associate views the accident
- To determine if the Driver Associate can recognize any steps that could have been taken to prevent the collision
- To assess the actions that will be taken in the future to avoid a recurrence
- Assess the Driver Associate as a future risk, and to
- Determine if the relationship should continue based on the Associate's cumulated accident points.

PREVENTABILITY

The Transportation Manager or designee determines preventability of motor vehicle accidents. The Director of Operations will review all General Manager's non-preventable accident decisions.

POINTS ASSESSMENT

The Accident/Moving Violation Policy "point system" outlined below applies to all Couriers, Drivers, Lead Drivers, System Coordinators, Management Trainees and Mechanics.

Points Assessment: Points are assessed on an associate's driving record; if the General Manager rules the accident preventable; or if a moving violation conviction is incurred while operating either a company or personal vehicle.

Points are assessed according to the following schedule:

Head on (Our vehicle left of centerline)	8
Roll-over/upset of vehicle	8
Hit pedestrian	8
Hit motorcyclist or bicyclist	8
Roll-away vehicle	7
Jackknife	7
Hit another vehicle in the rear	6
Ran off roadway	5
Intersection/broadside another vehicle	4
Backing	4
Struck parked car	3
Sideswiped moving vehicle	3

Struck fixed object	3
Moving Violation Conviction	3
Unreported body damage	2

ACCIDENTS/MOVING VIOLATIONS AFTER PROBATIONARY PERIOD

Associates accumulating eight (8) or more points at any time during regular employment are subject to dismissal and/or disqualification from a driving position. Disqualified drivers may NOT be used to drive any Company vehicle for any reason, as they are considered “disqualified”.

NOTIFICATION OF POINTS RULING

Associates accumulating eight (8) or more points at any time during regular employment are subject to dismissal and/or disqualification from a driving position. The notification will also advise the associate that any request for an Accident Review Hearing MUST be made through the grievance procedure to their manager within three (3) days after receiving the notification letter.

ACCIDENT POINTS APPEAL PROCEDURES

Any Driver associate requesting an Accident Review Board MUST make the request in writing to their manager within three (3) days after receiving the notification letter.

The Accident Review Board will consist of the General Manager and two (2) drivers selected by the Union.

The following procedures provide the associates an opportunity to request a hearing by the Accident Review Board to protest the assessment of points:

- This request should include new or additional facts, witnesses, photos or related evidence to justify the hearing.
- The Associate, who is granted a hearing, may attend in person or by telephone conference.
- The Accident Review Board will consider the evidence in private and *will* decide preventability of the accident base on the Preventability Guidelines.
- The Accident Review Board may also review the points assessed in a preventable accident.
- If the decision is contrary to the original ruling, the Safety Department will correct the associate’s records to reflect this change.

NOTIFICATION OF POINTS RECORD

The General Manager will advise the Driver Associates of their point totals. At any time an associate accumulates six (6) or more points the General Manager will notify the associate in writing, advising them of the need for extra care in driving. The manager will also counsel the

associate to avoid further accident/moving violation point assessments to minimize potential for termination of employment.

REDUCING POINTS AWARDS

- Associates who drive accident free for six (6) months subsequent to a preventable accident reduces their points by 25%. (Example: 6 points X 25%=1.5 or 2 reduction points. 6-2=4 points remaining on the associates record) Fractions of points are rounded up to the next highest number.
- No preventable accidents for a second consecutive six (6) months reduce accident points by another 50%. (Example: 4 points X 50 %=2 reduction points. 4-2=2 points remaining on the associates record.)
- No preventable accidents for the third consecutive six (6) month period removes all remaining points and puts the driving record at zero (0) points.
- A preventable accident during the reduction period will cause all points remaining to be retained on the associates record in addition to the points assessed for the current accident

CREDIT POINTS AWARD

Employees may not receive credit points while preventable points remain on their record. For each full year of employment that an associate has no “preventable” accidents, employees receive one (1) credit point. The maximum credits allowed are four (4) points. The full year corresponds to the associates date of hire. Credit points are awarded automatically for the previous year’s accident free driving.

ARTICLE 24
DURATION OF AGREEMENT

This Agreement shall commence on August 1, 2019 and shall continue in full force and effect until midnight on July 31, 2024, when it shall terminate.

If either party desires to renegotiate this Agreement, it may do so by giving the other party written notice to that effect not less than sixty (60) days and no more ninety (90) days prior to July 31, 2024.

This Agreement may not be extended without the written consent of both parties.

For the Company

Date

For the Union

Date

ARTICLE 24
DURATION OF AGREEMENT

This Agreement shall commence on August 1, 2019 and shall continue in full force and effect until midnight on July 31, 2024, when it shall terminate.

If either party desires to renegotiate this Agreement, it may do so by giving the other party written notice to that effect not less than sixty (60) days and no more ninety (90) days prior to July 31, 2024.

This Agreement may not be extended without the written consent of both parties.



For the Company

10-1-2019
Date



For the Union

09-23-2019
Date