

**COLLECTIVE BARGAINING
AGREEMENT**

between

**Ruan Transport Corporation
(Johnson Controls, Inc. Account)**

and

**United Automobile, Aerospace &
Agricultural Implement Workers of
America (UAW)**

October 1, 2018 — February 28, 2022

This Collective Bargaining Agreement ("Agreement"), in effect from execution through February 28, 2022, is made and entered into by and between RUAN TRANSPORT CORPORATION, hereinafter called "the Company" or "the Employer," and the United Automobile, Aerospace & Agricultural Implement Workers of America (UAW), hereinafter called "the Union."

ARTICLE 1 RECOGNITION

1.1 The Company recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time drivers employed by the Company at its Fort Wayne terminal, who are contracted to the Johnson Controls, Inc. ("JCI") account, excluding all dispatchers, office clerical employees, managerial employees, guards and supervisors, as provide for in NLRB Case No. 25-RC-221046.

ARTICLE 2 MANAGEMENT RIGHTS

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

2.2 The parties acknowledge that the total workload assigned out of the Company's Fort Wayne facility fluctuates, and the workload may exceed available manpower. In those situations, the Company has the right to contract with independent owner-operators to handle the work, or to contract the work to common carriers, as the Company deems appropriate. The Company will not subcontract work or assign it outside of the bargaining unit if any regular driver who is available to work in a given week is on layoff (i.e. has not been given any work for the week), without first offering the work to all such drivers, in seniority order. To be eligible to accept any offered work, the driver must be able to take the load within the time constraints provided by the customer.

ARTICLE 3 BARGAINING UNIT WORK

3.1 The Company retains the right and sole discretion to assign supervisory personnel and/or non-bargaining unit personnel to perform bargaining unit work based on the needs of the operation, provided that such assignment shall not be used to deprive bargaining unit members of work, including overtime work, and/or to circumvent this Agreement.

ARTICLE 4 UNION STEWARDS, BUSINESS AGENT VISITATION & CHECK OFF

4.1 The Company recognizes the right of the Union to designate Stewards from

the Company's seniority list. The Company will not grant Stewards any special privileges.

4.2 The authority of Stewards shall be limited to, and shall not exceed, the following duties and activities: the investigation and presentation of grievances in accordance with this Agreement; the transmission and distribution of messages and information which originate with and are authorized by the Union or its Officers, providing these messages and information have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve a work stoppage, slowdown, refusal to handle goods, or any other interference with the Company's business.

4.3 Stewards have no authority to take strike action or to cause a work stoppage. The Company has the authority to discipline a Steward who violates this Article.

4.4 Union Business Representatives shall be permitted access to Company operations to talk with Stewards and employees and to process and investigate grievances during working hours, so long as the Representative announces his presence to a Company representative and the actions do not disrupt the Employer's normal operation. The Representative shall follow Company safety procedures and shall wear necessary personal protective equipment while on work premises.

4.5 The Employer agrees to deduct from the pay of all employees covered by the Agreement such amount as authorized by the employees on the Union's check-off authorization form and agrees to remit to said Local Union (or to any other such organization as may be mutually agreed to) all such deductions prior to the month for which the deduction is made. The Union shall furnish to the Employer the required authorization, together with an itemized statement of amount owed and to be deducted in two equal amounts from the first two checks of each month from the pay of such member, and the Employer shall remit said payments to the Local Union in one (1) lump sum. The Employer shall add to the list submitted by the Local Union the names of all regular employees hired since the last list was submitted and delete the names of employees who are no longer employed. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or had no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

4.6 The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits or liabilities that might arise out of or by reason of any action that shall be taken by the Employer for purposes of complying with any of the provisions of Section 4.5, above.

ARTICLE 5 SENIORITY

5.1 The Company recognizes the principle of seniority. Seniority is defined as an employee's most recent date of hire with the Company in the bargaining unit at the Fort Wayne terminal. The Company shall provide the Union with a copy of the Fort Wayne seniority list upon request.

5.2 An employee's seniority shall be lost and the employee shall be terminated by the following:

1. Discharge for cause;
2. Voluntary quit;
3. Failure to return to work on the specified date following layoff as specified in Article 7;
4. Failure to perform any work for the Company for a period of six (6) months, for any reason (excluding military and workers' compensation leave);
5. Failure to return from leave due to a work-related injury or illness for a period of twelve (12) months;
6. An unexcused absence of two (2) consecutive working days without notifying the Company ("no call, no show"); or
7. Retirement.

5.3 Bargaining unit employees who leave the bargaining unit and become members of management shall relinquish all seniority rights immediately upon becoming members of management. Management employees who return to the bargaining unit will retain Company seniority for benefit purposes, but will end-tail for unit seniority purposes.

5.4 For benefit purposes only, seniority shall run from the most recent date of hire with the Company. For unit seniority purposes, seniority shall run from the most recent date of employment within the bargaining unit.

ARTICLE 6 PROBATIONARY PERIOD

6.1 Each employee hired as an applicant shall serve a probationary period of ninety (90) calendar days. The Employer may extend the probationary period for up to an additional thirty (30) calendar days, upon written notice to the employee and Union.

6.2 During the probationary period, the Company shall have the right to discharge or discipline the employee without assigning a cause. This action shall not be subject to the grievance and arbitration provisions of this Agreement.

6.3 Probationary employees shall not be eligible for any fringe benefits granted to regular employees under this Agreement, except as provided by law.

ARTICLE 7 LAYOFF AND RECALL

7.1 In reducing the work force due to slackness of work, layoffs shall proceed by reverse bargaining unit seniority. The last employee hired shall be the first employee laid off, provided that the remaining employees are qualified to perform the work. In

recalling employees from layoff, the last employee laid off shall be the first employee recalled, so long as the employee is qualified to perform the necessary work. Probationary employees shall be laid off before employees with seniority. Part-time employees shall be laid off after probationary employees but before full-time employees. Notice of the layoff shall be given to the Union within twenty-four (24) hours of its occurrence.

7.2 Employees must contact the Company within seventy-two (72) hours of receiving notice from the Company of recall from layoff status. Employees recalled from layoff must return to work within seven (7) calendar days (14 calendar days if the employee is gainfully employed elsewhere), and must comply with applicable Company return to work policies. Employees shall be recalled from layoff by telephone call and email sent to the employee's preferred email address on file with the Company. The Company shall also notify the Union by email of recall notices when they are issued. If the employee has not provided an email address, the Company will provide notice by certified mail to the employee's last known home address.

7.3 In the event of layoff or slack work, the Company may offer employees the opportunity to work from another domicile or terminal, on a voluntary basis. Such opportunities shall be offered in seniority order.

ARTICLE 8 BIDDING AND DISPATCH PROCEDURE

8.1 In January of each calendar year, bargaining unit employees shall bid by seniority for primary job classifications. The currently available classifications are driver, spotter, straight truck driver, and DC driver. The Company will normally assign employees to work within their primary job classifications, providing work is available within the classification. When business needs dictate, employees may be assigned work in other classifications.

8.2 Each week drivers shall select available loads for first-out work based upon seniority.

8.3 All drivers must have a chance to select a load before any driver chooses a 2nd load.

8.4 After first outs, where multiple loads are available and need to go next, based on the customer's dispatch priority, dispatchers will allow drivers when present at the operation to select among those loads. When business needs dictate that a particular load go next, dispatch may assign it to any driver who has sufficient hours available.

8.5 Johnson Controls has the right to change load priorities based on the demand of their customers. In these cases the load priority will be communicated to the driver by dispatch. Upon request, dispatch will provide written verification from JCI demonstrating that JCI has designated a load to have priority.

8.6 For first out loads of less than 250 miles that are scheduled to leave on Sunday, drivers may elect to delay departure until Monday morning, so long as they are able to be at the first delivery location by 8 a.m.

8.6 All loads scheduled for Sunday departure will have an assigned dispatch time when

bid. Any change in dispatch time must be communicated to the driver by 9 a.m. on Sunday. Drivers who report for Sunday work shall be provided no less than four hours work or pay therefore, and shall be paid for all waiting time spent at the operation. If a Sunday load is not ready within four hours of the dispatch time, the driver may elect to leave on Monday morning.

8.7 Drivers cannot select loads they do not have the hours to deliver. Drivers will not be required to turn on the yard if they have fewer than three hours available to drive. Drivers may be required to use available hours for other productive work before going home.

8.8 Spotters shall select their work schedules through seniority-based bidding during the first week of January each year. Any schedule change implemented during the year shall trigger a new round of bidding. All bid sheets shall be posted for one calendar week. Any Spotter who is on leave at the time of a shift bid, and who expects to return to work, shall have the right to submit a bid.

8.9 Straight truck drivers shall select their work (and schedules if more than one straight truck is used) through seniority-based bidding during the first week of January each year. Straight Truck work is intended to be day work, but may extend further, including overnight runs, based on customer need. Straight Truck drivers will be assigned work / multiple loads for delivery throughout the week based on routing and these loads will be designated strictly for the straight truck. The straight truck driver will not have to bid daily for work available the following day. If more than one straight truck driver is established, daily straight truck loads will be picked by each driver on a seniority basis.

8.10 If a driver is required to take a 34-hour restart while on the road, the Company will provide a motel and reimbursement for three meals per day during the restart period.

ARTICLE 9 GRIEVANCE PROCEDURE AND ARBITRATION

9.1 A grievance is defined as any controversy, complaint, misunderstanding, or dispute relating to interpretation, application, or observance of any of the provisions of this Agreement. Any grievance or dispute arising under this Agreement, unless expressly excluded from the coverage of this Article, will be settled by the parties according to the terms of this Article exclusively.

9.2 Initially, the employee will discuss the grievance with the immediate supervisor, and steward if requested, at the time of the occurrence. The parties will attempt to resolve the grievance.

9.3 If the matter is not resolved, it must be reduced to writing and presented to the dedicated transportation manager and the steward within ten (10) calendar days of the event giving rise to the grievance. The written grievance must contain a description of the conduct complained of, the section of the contract allegedly violated, and the relief requested. The dedicated transportation manager and the steward will conduct a Step 1 meeting within seven (7) calendar days from the date the grievance is presented in writing. Within three (3) calendar days following the meeting, the dedicated transportation manager will respond in writing to the steward. Any grievance that is not timely filed may be

disregarded by the Company and not processed. The parties may mutually agree in writing to waive the time limitations in this Article.

9.4 If the matter is not resolved at Step 1, the Union may forward the grievance to the dedicated operations leader within seven (7) calendar days. The Union representative and the dedicated operations leader will conduct a Step 2 meeting as soon as possible, in an attempt to resolve the grievance. The dedicated operations leader will respond in writing within five (5) calendar days following this meeting.

9.5 If the Union is not satisfied with the Step 2 response, it may submit the grievance to final and binding Arbitration by serving notice of its desire to arbitrate on the other party within fifteen (15) calendar days after the dedicated operations leader issues his or her written decision.

9.6 If the Union submits a grievance to arbitration, the Union will notify the Federal Mediation and Conciliation Service to request a list of seven (7) arbitrators. Arbitrators' names shall be struck alternatively by both parties until one name remains, with the party requesting arbitrating striking first. Either party may reject one panel prior to striking, in which case a new panel will be requested. The final name remaining on the FMCS list shall be the arbitrator selected to resolve the grievance. The arbitrator will be notified of his or her selection and asked to submit a letter with his or her acceptance and earliest available hearing dates. The Arbitrator selected by the parties must be available to hear the matter within six (6) months of his/her selection, or another arbitrator will be chosen pursuant to the procedure above.

9.7 Failure by the Union or grievant to adhere to the time limitations set forth in this Article shall permanently bar further processing of the grievance, including the submission of the grievance to arbitration, unless mutually waived in writing by the parties. A failure by the Company to adhere to the time limitations shall permit the Union, at its option, to skip to the next step in the process.

9.8 Unless the parties agree otherwise, in writing, no settlement of any grievance shall operate as a precedent or prior practice for any subsequent situations.

9.9 The arbitrator will have no authority to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator's decision shall be final and binding on the parties.

9.10 The expense of the arbitration (cost of the meeting room, arbitrator's fee, and his/her expenses, hearing transcript) will be split equally by the parties.

9.11 Any award of back wages shall be limited to the amount of wages the Employee would otherwise have earned from his or her employment with the Company subsequent to the timely filing of the written grievance, less any unemployment or other compensation received during the period in question. To encourage the prompt resolution of grievances, and the prompt processing of arbitration matters, all back pay awards shall be limited to a maximum of six months' pay, reduced by interim earnings (including earned compensation, unemployment benefits, and any other wage substitute payments) received during the period. The limitation on the length of back pay awards shall not apply to any unreasonable delay caused by the Company.

ARTICLE 10
NO STRIKES OR LOCKOUTS

10.1 The Company agrees that there will be no lockout of its employees and the Union agrees that there will be no strike, sympathy strike, slowdown, or stoppage of work for the duration of this Agreement.

10.2 During the life of this Agreement the Union will not order a strike, and if any strike occurs, the Union will immediately issue instructions to employees to return to work and do all within its power to end any such unauthorized stoppage of work. The Union agrees that employees participating in any unauthorized stoppage or curtailment of work shall be subject to discipline up to and including discharge, at the Company's discretion.

ARTICLE 11
NON-DISCRIMINATION

11.1 The Company and the Union agree that neither will discriminate against an employee in any term or condition of employment because of an employee's race, color, religion, sex, sexual orientation, disability, age, national origin, ancestry, Union membership status or activities, or any other prohibited basis of discrimination under applicable state, federal or local laws.

ARTICLE 12
COMPANY RULES AND DISCIPLINE

12.1 Employees may be disciplined and/or discharged only for just cause. Discipline shall be issued to the employee within seven (7) business days (not including weekends or holidays) of the Company's completion of its investigation. Investigations shall be completed within fifteen (15) business days, unless the investigation cannot be reasonably be completed in that time frame. Where additional time is needed, the Company shall notify the Union, unless doing so would compromise the integrity of the investigation.

12.2 The Company recognizes the concept of progressive discipline. The Company may repeat discipline levels in the case of minor offenses, and need not progress to the next step in each case. Normally, an employee will not be discharged for a first offense. However, the Company and the Union agree where all the facts and circumstances warrant bypassing the traditional steps of progressive discipline, employees may properly be subject to discharge on the first offence. It is further agreed that should the Company and the Union disagree that the facts and circumstances warrant moving directly to discharge, both the Company and the Union reserve the right to argue their positions through the grievance procedure.

12.3 All warning notices, final warnings, discharges, and/or other disciplinary action must be issued in writing to both the employee affected and the Union. Disciplinary documentation shall be considered "inactive" after eighteen (18) months have elapsed, and shall not be used for determining the appropriate level of progressive discipline after that point. Records of inactive discipline shall remain in the employee personnel file, and may be relied upon in establishing the employee's knowledge of employer work rules and expectations.

ARTICLE 13
WAGES

13.1 Rates of pay provided by this Agreement shall be minimums.

13.2 Regular drivers shall be eligible for mileage and activity pay. All other employees covered under this agreement shall be paid on an hourly basis for all hours worked. Hourly employees shall not be denied working opportunities in order to avoid or limit overtime.

13.3 All mileage shall be determined using PC Miler. Effective upon ratification of this Agreement, the applicable mileage rates shall be as follows:

Ratification	3/01/19	3/01/20	3/01/21
48¢	49¢	50¢	51¢

13.4 Regular drivers will be paid delay time at the applicable hourly rate at delivery/pickup stops commencing after the first hour at the stop, except if there is no core pickup then after forty-five minutes. Regular drivers assigned a reporting time who report to the terminal and are delayed more than one-half hour beyond the reporting time shall be paid at their hourly rate for actual delay time.

13.5 Activity Pay. Regular drivers shall be paid the flat rate time increments set out below for the recurring activities listed below. Pay shall be calculated based on the hourly rate then in effect.

- A. Fueling: 15 minutes
- B. Scaling: 15 minutes
- C. Pre-Trip: 30 minutes
- D. Post-Trip: 30 minutes
- E. Stop Pay (delivery): flat rate calculated at 45 minutes at the applicable hourly rate. A “stop” does not include a stop at a driver’s point of origin, motel, and/or domicile. Stop pay is payable on stops where deliveries are made, and on stops where the only purpose is a pickup.
- F. Junk Pickups: flat rate calculated at 15 minutes at the applicable hourly rate. Pickup pay is payable any time a pickup is made, and also on all stops at locations that do not participate in the core return program.
- G. DOT Inspection by DOT, drug screens, smelter time, breakdown time: Actual time spent.
- H. Truck Wash: 30 minutes
- I. Regular drivers will be paid for actual time spent reworking loads, when in excess

of stop pay at any given location.

13.6 On breakdown or impassable highways due to weather conditions, regular drivers shall be paid the hourly rate for time spent on such delays. Total breakdown pay received shall be limited to an amount sufficient, when combined with hours already worked, to total eight (8) hours for the calendar day. However, when an employee is required to remain with the equipment during a breakdown or impassable highway due to weather conditions, or long-term blocked roads where the driver cannot make forward progress, he/she shall be paid for all such time at the applicable hourly rate. In both of the above circumstances, the driver must contact terminal management as soon as possible, via PeopleNet message whenever possible, or by telephone if PeopleNet is not functioning.

13.7 At the terminal only, and with management approval, in cases where a driver is improperly loaded by non-Ruan employees, the driver shall receive pay at the regular hourly rate for all time spent re-working the load. Regular drivers shall also receive pay for any time spent reworking loads in excess of the time covered by activity pay.

13.8 A driver shall receive only one pre- and post-trip per day.

13.9 Effective upon ratification of this Agreement, the applicable hourly rate for regular drivers, DC drivers, straight truck drivers, and spotters shall be as follows:

Ratification	3/01/19	3/01/20	3/01/21
\$21.00	\$21.50	\$22.00	\$22.50

13.10 Drivers who are assigned by the Company to train new drivers shall receive a \$50 per day premium in addition to their normal pay.

13.11 The Company will reimburse drivers for the actual cost of one shower per day on any day the driver is away from home overnight. Drivers must provide receipts in order to be eligible for reimbursement.

13.12 Effective upon ratification, drivers who are required to lay-over away from the operation shall receive a per-diem in the amount of twenty dollars (\$20.00) per night. Effective March 1, 2022, the per diem shall increase to twenty-five dollars (\$25.00). Per diems shall be limited to those situations where the layover is necessitated by the nature of the work, and not as a matter of personal convenience or preference for the driver.

ARTICLE 14 VACATIONS

14.1 Vacation shall accrue on a calendar year basis. Effective January 1 of each contract year, regular full time employees shall accrue vacation time according to the following schedule:

Years of Completed Service Vacation Benefit

One (1) Year	One (1) week
Two (2) Years	Two (2) weeks
Ten (10) Years	Three (3) weeks
Twenty (20) Years	Four (4) weeks

Vacation pay for full time drivers for each week of vacation shall be calculated at the rate of 1/52nd of the employee's W-2 for the previous year's weekly pay. In this Article and throughout this Agreement, this amount shall be known as the employee's "weekly average pay" and one-fifth this amount shall be known as the employee's "daily average pay."

14.2 The Company shall post a vacation bid sheet on February 1 each year. Vacations shall be bid during February by seniority. Employees may take vacation only once it is accrued. No employee shall accrue or hold more than 1.5 times his annual vacation allotment at any time. Employee vacation selection and requests must be approved in advance, and shall be permitted based upon the operational needs of the business. Ten (10) percent of the workforce may be on vacation at the same time. Vacation may be taken on a weekly or full-day basis. Individual days shall be requested one week in advance and are subject to supervisor approval.

Employees may sell back vacation without taking time off, up to two times per year.

14.3 On their first January 1 with the Company, new employees shall receive a pro-rated vacation for days worked in the prior calendar year. Vacation pay for this initial partial-week vacation will be determined based on a presumed income of \$700 per week, or such higher amount as may be established on a Company-wide basis in the future.

ARTICLE 15 HOLIDAYS

15.1 The Company will observe the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Effective upon ratification, each regular full-time employee covered under this agreement shall receive one floating holiday. Effective March 1, 2019, each regular full-time employee shall receive two floating holidays. Effective March 1, 2020, and each year thereafter, each regular full-time employee shall receive three floating holidays. Floating holidays shall be paid out at the end of each contract year (end of February) if not used.

15.2 To receive holiday pay, employees must work their last scheduled shift before the holiday and the first scheduled shift following the holiday. Employees scheduled to work the holiday must work the holiday to receive holiday pay. An employee who is on paid leave when a holiday occurs shall receive holiday pay for that holiday.

15.3 Eligible employees shall receive eight (8) hours of straight-time pay for each paid holiday as holiday pay. Employees required to work on the above holidays shall be paid for all hours worked (or the applicable mileage rate) plus their holiday pay.

15.4 Employees on lay off or leaves of absence shall not be eligible for holiday pay.

15.5 When a holiday occurs during an employee's vacation, upon prior approval of the Company, the employee may extend his or her vacation by the number of holidays that occur during the vacation.

ARTICLE 16 HEALTH AND WELFARE

16.1 The Company will offer its group health plan, prescription drug plan, dental plan, vision plan, short-term disability plan, long-term disability plan, and life insurance benefits to all full-time employees following completion of sixty (60) calendar days of employment. Employees and dependents may participate in the Company provided health plan on the same basis as other members of the group plan. Employees working less than full-time hours (at least 40 hours per week) will be offered medical benefits per the Company plan, to the extent and under the terms required by federal law. The Company reserves the right to amend or modify any part of the Company health plans, including the plan provider and employee contributions, but will not do so unless the plan is likewise amended or modified for non-bargaining unit members. Any plan increases/decreases during the life of this Agreement may result in increases/decreases to individual employee contributions but said increases/decreases shall be the same as the increases/decreases for other employees in the Company plans.

16.2 Any employee who can establish, to the satisfaction of the Company, coverage under another health insurance plan will be entitled to waive insurance coverage by the Company. Proof of alternative insurance must be provided annually. Should an employee under this program desire to re-enter the Company's plan, such employee will be subject to the normal eligibility requirements of the Company's plan.

16.3 The Company shall not be obligated to pay any portion of the cost of employee benefits for any employee who is on unpaid leave, except to the extent required under the FMLA.

ARTICLE 17 RETIREMENT PLAN

17.1 During the life of this agreement, employees who have completed sixty (60) days of employment shall be permitted to participate in the Company's 401(k) plan. The Employer reserves the right to administer, select a new third party administrator, maintain, modify and amend the 401(k) plan, as long as such changes are made on a Company-wide basis (except where restricted in other Ruan collective bargaining agreements).

ARTICLE 18 PART-TIME EMPLOYEES

18.1 Regular part-time employees are those employees who are regularly scheduled to work an average of less than thirty (30) hours per week. Part-time employees shall receive wages as provided for under this Agreement, but shall not receive benefits. The hiring of

part-time employees shall not be used to displace or avoid the hiring of full-time employees.

18.2 No full-time employee will be replaced by a part-time employee, except on a temporary basis, such as to provide coverage for vacations, illness, or other absences. Part-time employees will not be used to reduce the complement of full-time drivers. Part-time employees may bid on full-time openings for which they are qualified, if no full-time employee takes the position.

ARTICLE 19 MISCELLANEOUS

19.1 Where the Employer elects to introduce new types of equipment and/or operations for which rates of pay are not established by this Agreement, within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties.

19.2 The Company will provide all appropriate uniform apparel that shall be worn whenever an employee is on duty. The Company shall provide at no cost to the employee upon successful completion of the training program a complete uniform consisting of a minimum of: seven shirts with nametags and seven pants/shorts. Employees will be responsible keeping their uniforms neat and presentable. Uniforms that are worn out or damaged in the course of employment will be replaced by the Company. Uniforms that are damaged through proven employee abuse or neglect shall be replaced at the employee's expense. Upon termination of employment with the Company for any reason, the employee must return the uniforms to the Company.

19.3 The Company will provide all necessary personal protective equipment. The Company shall make safety shoes available to employees, through a Company safety shoe program. The Company will provide replacement safety shoes on an as-needed basis, so long as employees exercise due care for the shoes they receive. The Company will provide one set of rain gear and insulated coveralls for any employee, and will replace items that become worn out or that are no longer serviceable. The Company will replace personal protective equipment (except footwear) where legitimately damaged during work and presented by the Employee for replacement.

19.4 The Employer shall not charge Employees for loss or damage to Company equipment or uniforms except in cases of intentional or negligent loss or damage. The Employer may withhold replacement cost from the Employee's final paycheck for any Company equipment or uniforms not returned at the time of separation from employment.

19.5 The Company will provide a cell phone stipend in the amount of fifty dollars (\$50.00) per month for business use of personal cell phones; or, at its option the Company may instead elect to provide each driver with a Company-owned and paid smart phone.

19.6 Trucks will be cleaned before being reassigned to any driver. In the event a driver is moved to a spare truck, his or her mattress will be swapped out from the driver's regular truck, or the driver will be provided with a new mattress, or the driver will be allowed to sleep in a motel rather than overnighing in the spare truck.

19.7 During the life of this agreement, the parties may implement any enhancements or improvements to the wage packages established herein, with mutual written consent.

19.8 During the life of this agreement, the Company shall have the right to implement or change any performance-based incentive programs, over-and-above the base wage packages established under this agreement.

ARTICLE 20
SEVERABILITY AND SAVINGS CLAUSE


20.1 If any state or federal legislation, court decision, or government regulation invalidates any Article or Section of this Agreement, all other Articles not invalidated shall remain in full force and effect. The Company and the Union shall meet to negotiate new contract language to replace the Article or Sections that have been invalidated.

20.2 The Company and the Union agree that this Agreement will govern relations between them. Except as expressly set forth in this Agreement, the Company shall not be obligated to continue any practice that was or may have been in existence prior to the signing of this Agreement, and the continuation or modification of any such practice shall not be considered as creating an obligation to continue that or any other practice. Modifications to this Agreement will not control unless reduced to writing and executed by an authorized representative of the Company and of the Union. Only employees at the Vice-President level or higher within the Company shall have the authority to enter into any such binding labor agreement or modification to any labor agreement on behalf of the Company.


ARTICLE 21
TERM OF AGREEMENT


21.1 This Agreement shall be in full force and effect upon execution until August 1, 2021, and shall continue in full force and effect for each year after that until written notice of the desire to modify or terminate the Agreement is served by either party on the other at least sixty (60) days prior to the expiration of the contract or any automatic extension date of the Agreement.

As an expression of assent, the parties have affixed the signatures of their authorized representatives this ___ day of February 28, 2022.


United Automobile, Aerospace & Agricultural
Implement Workers of America (UAW)

Ruan Transport Corp.


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