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**LABOR AGREEMENT**

THIS AGREEMENT made and entered into as of the January \_\_\_\_, 2022, by and between PTI (hereinafter referred to individually and collectively as the "Employer"), and United Electrical, Radio and Machine Workers of America (UE) Local 1077 (hereinafter referred to as the "Union").

**ARTICLE 1 RECOGNITION AND SCOPE OF AGREEMENT Union TA Company proposal 11/2/2021**

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, benefits and conditions of employment, for all full-time and regular part-time over the road drivers, dedicated yard drivers employed by the Employer in the following locations in the States of California, and Nevada & Dunsmuir, CA; Bakersfield, CA; Fresno, CA; Oakland, CA; Portola, CA; Roseville, CA; San Jose, CA; Stockton, CA; Sparks, NV and Winnemucca, NV and all future locations that the Employer is contracted to perform work within a 200 mile radius of the locations covered by this Agreement provided the employees are not represented by another union; but excluding all office clerical employees and guards, professional employees and supervisors as defined in the National Labor Relations Act.

This Agreement shall also apply to any future sites at which the Employer obtains where the UE is lawfully recognized as the collective bargaining representative of employees of the Employer through a Board certified election. In such cases wage rates (hourly rates of pay), vacation and or paid time off (PTO) provisions and benefit contributions shall be negotiated by the Union and the Company, but all other terms of this Agreement shall apply.

**ARTICLE 2 UNION SECURITY & DUES CHECKOFF Union TA PTI proposal 9/30/21**

**SECTION 1: UNION SECURITY**

(a) Subject to applicable law, all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement or who become members of the Union in good standing following the effective date of this Agreement shall as a condition of employment remain members in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.

(b) Subject to applicable law, all present employees who are not members of the Union and all individuals hired after the effective date of this Agreement shall as a condition of employment, beginning on the sixtieth (60<sup>th</sup>) day following the effective date of this agreement or the sixtieth (60<sup>th</sup>) day following

employment, whichever is later, become and remain members of the Union in good standing, insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.

## **SECTION 2: DUES**

The Union shall assume all responsibility for the distribution and collection of payroll deduction assignment cards for Union dues, assessments, initiation fees or agency fees. Upon receipt of such payroll deduction assignment cards, the Employer agrees to deduct Union membership dues and initiation fees levied by the International Union or the Local Union, through a method mutually agreed to by the Employer and the Union, from the pay of each employee upon receipt of a signed "Authorization for Check-Off of Dues" Form. Such forms will be supplied by the Union. Barring any unforeseen circumstances beyond our control, sums deducted under the above provisions shall be remitted to the Financial Secretary-Treasurer of UE Local 1077 on a monthly basis, no later than the 3<sup>rd</sup> day of the following month deductions were taken out of employee's earnings. If for any reason, dues are not deducted from that pay, the deduction will be made from the next check.

## **SECTION 3: HOLD HARMLESS (new section)**

The Union shall indemnify and hold harmless the Employer against any claim or loss arising out of the Employer's deduction of dues made in accordance with this Article.

## **SECTION 3: NEW EMPLOYEE ORIENTATION**

The Company will provide the Union a monthly report of new employees including the phone and address information for the new employee.

## **ARTICLE 3 MANAGEMENT RIGHTS Union TA PTI proposal 9/30/21**

1. The management of the business of the Company and the direction of its employees are the exclusive responsibilities of Management, except as expressly modified by the terms of this Agreement. The sole and exclusive rights of Management which are not abridged by this Agreement, which include but are not limited to:

- a. its right to select and direct the working force.
- b. to determine, and from time to time to redetermine the number, location and types of its operations and the methods, processes and equipment to be employed.
- c. to hire, promote, discipline or discharge for just cause.
- d. to establish, allocate, and change work schedules and assignments.
- e. to transfer employees from one job classification or location to another; or to relieve employees from duties because of lack of work or other legitimate reasons.
- f. the right to study or introduce new or changed methods or equipment and to determine the quantity and quality of the services required.
- g. to establish, determine, maintain, and enforce standards of service.
- h. to determine and redetermine job content.
- i. to contract with others to make improvements, changes, or repairs to the equipment.
- j. to expand, reduce, combine, or cease any job, department, operation or service.
- k. to determine starting and quitting times and determine the number of hours and shifts to be worked.
- l. to alter, rearrange, or change, to extend, limit, or curtail its operations or any part thereof, or to shut down completely or any part thereof whatever may be the effect upon employment.
- m. to make such reasonable rules and regulations, not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and the effective operation of the business and after providing to the Union advance notice of such rules and regulations to require compliance therewith and provided that new rules are furnished to the Union and bargaining unit employees at least 7 days prior to any change.

## **ARTICLE 4 NO STRIKES AND NO LOCKOUTS Union TA Employer proposal 12/15/2021**

During the term of this Agreement, the Union, its officers, members or agents will not authorize, sanction, or approve any strike, work stoppage, or slowdown. Any Employee violating this Article may be disciplined, up to and including termination, subject to the Grievance Procedure.

The Employer shall not discharge or otherwise discipline any employee on the basis that such employee declines during the course and scope of employment to cross a lawful primary (not informational) picket line.

The Employer agrees that it will not lockout the Employees during the term of the Agreement.

#### **ARTICLE 5 WORK TIME Union TA Company proposal 11/2/2021**

Work time shall include but not be limited to: time spent after being dispatched for a trip but waiting for an Employer vehicle if reported timely to management, time spent waiting for a crew after yard shift start time or trip start time, all time spent performing vehicle inspections after shift start time or trip start time, all time spent performing Company-requested van movements, all time spent performing vehicle maintenance (including wait time and time spent driving to and from the maintenance facility) if pre-approved by management, all time spent performing washing vans and or cleaning the interior of the vehicles (including wait time and time spent driving to and from the facility) if pre-approved by management, undergoing Company-required testing for controlled substances and/or alcohol (including wait time and time spent driving to and from the testing facility), and all time spent completing required paperwork for the Employer, fueling a Company vehicle, Company-requested training, retraining and safety meetings. All work time shall be deducted from Hours of Service.

#### **SECTION 1: PAYMENT FOR ROAD TRIPS.**

The start and end time for all drivers shall be when the driver logs into the onboard device and starts or ends a trip or shift, including time spent on vehicle inspection.

#### **SECTION 2: COMPANY BUSINESS**

All company business, vehicle maintenance, cleaning vehicle, vehicle moving shall be paid on the weekly paycheck that the work was performed, provided the Employee produces documentation of said work being performed and the work is pre-approved by management.

The work week will begin at 12:01 a.m. on Wednesday and end at midnight the following Tuesday. The Employer shall make every reasonable effort to assign drivers at least forty (40) hours of work per week

The normal shift hours for yard drivers shall be:

1st Shift 7:00 a.m. to 3:00 p.m.

2nd Shift 3:00 p.m. to 11:00 p.m.

3rd Shift 11:00 p.m. to 7:00 a.m.

The normal shift windows hours for road drivers shall be:

Five (5) twelve (12) hour shifts from 6:00 am to 6:00 pm and 6:00 pm to 6:00 am,  
or

Five (5) twenty-four (24) hour shifts from 00:00 to 23:59 pm

The Employer shall make every reasonable effort not to change the road shift windows more than 4 times within a 12-month period.

#### **SECTION 3: YARD WORK SCHEDULES**

Before a permanent change of start or stop times for yard or road drivers, the Employer shall give the Union and affected employees ten (10) days advance notice and the opportunity to discuss the change. In cases when the Employer receives less than ten (10) days' notice from its customer, the Employer shall inform affected employees as soon as possible. This shall not apply in the case of emergencies, when employees are called in to cover the shift of another employee due to absences, for shift changes of less than two (2) weeks or shift changes that do not affect all employees.

Yard drivers can be regularly scheduled for less than 40 hours per week. Yard drivers are also allowed to be scheduled for 1 or more days in the yard and work on the road board in any given week if the HOS requirements are met.

All fulltime yard employees shall be scheduled two days off by seniority. When yard shifts are re-bid or newly created, managers will make every effort to create schedules where the off days are consecutive.

Yard drivers shall be allowed to preference additional available scheduled work in the yard they are assigned by seniority. If a yard driver is regularly scheduled less than 5 days in a workweek and available scheduled days open up in the yard in which they work, the driver with seniority in the particular yard shall be awarded that work.

#### **SECTION 4: ROAD WORK SCHEDULES**

Before a permanent change of start or stop times for road drivers, the Employer shall give the Union and affected employees ten (10) days advance notice and the opportunity to discuss the change. In cases when the Employer receives less than ten (10) days' notice from its customer, the Employer shall inform affected employees as soon as possible. This shall not apply in the case of emergencies, when employees are called in to cover the shift of another employee due to absences, for shift changes of less than two (2) weeks or shift changes that do not affect all employees.

Normally, road drivers are expected to work full time hours upon accepting the offer of full time hours. Road drivers can be scheduled for one, two, three, four or five days to be on the road board. All fulltime road employees shall be scheduled two consecutive days off by seniority unless the employee requests staggered off days.

Road drivers shall select their assigned days off two (2) times per year by seniority on or about August 31<sup>st</sup> and March 1<sup>st</sup> of each year. Local management shall begin this process no later than February 15<sup>th</sup> and August 15<sup>th</sup> respectively. All drivers on each road board shall be called by local management and offered to change scheduled off days at least 2 weeks prior to the March 1<sup>st</sup> and August 31<sup>st</sup> dates. If a driver is skipped, the process shall be repeated until all drivers are given the opportunity to change or keep their scheduled off days.

Drivers shall not be penalized for failing to answer a call or respond to a call from the Employer on the driver's day(s) off or when they are on rest.

#### **SECTION 5: HOURS OF SERVICE, ON DUTY TIME, DRIVE TIME**

The Employer shall track HOS, drive time and on duty time for all bargaining unit employees. The Employer shall not allow drivers to be out of compliance with their HOS, and no driver should knowingly operate a PTI vehicle beyond the established hours of service guidelines. If any of the Employer's employees are found out of compliance and or fined by local, state or federal authorities, the Employer shall pay any and all fines.

### **ARTICLE 6 ROAD BOARD Union TA Company proposal 10/27/21**

#### **SECTION 1: ON AND OFF THE BOARD**

Drivers shall have real-time access to their real time positions on the board at all times.

#### **SECTION 2: BOARD ROTATION**

1. Road work assignments shall be assigned on a first in, first out basis.
2. If a driver receives an initial trip that is 4 hours or less, they shall be allowed to place in the #1 position on the road board for their next HOS qualified trip. This shall only be permitted one time within 9 hours of the commencement of their first trip. The driver shall be placed at the bottom of the board after the second trip.
3. If Driver is offered a trip that will take them more than one hour past their scheduled shift they have the option to refuse the trip with no discipline assessed.

4. A driver that is unavailable for work for any reason, including rest, will be removed from the board. Upon their return, they will be placed at the bottom of the board.

**SECTION 3: SHORT TRIP NOTICE**

1. No driver shall be disciplined if they are provided less than 45-minute notice from the time the driver accepts the trip dispatch to the time the employee starts the trip at the Point Of Origin.

**ARTICLE 7: OVERTIME & YARD VACANCIES Union TA Company proposal 10/27/21**

**SECTION 1: CONDITIONS**

Time and one-half (1&1/2) an employee's regular hourly rate shall be paid for all work performed in excess of eight (8) hours in a workday or forty (40) hours per work week as well as two times their hourly wage rate for all hours worked over twelve (12) hours in a workday.

The Employer shall comply with all federal and state laws related to the calculation and payment of overtime.

**SECTION 2: NOTICE OF OVERTIME**

The Employer will make every reasonable effort to give advance notice of overtime work as soon as possible and to distribute overtime equally.

**SECTION 3: TEMPORARY YARD VACANCIES**

When a scheduled or unscheduled vacancy occurs in a yard, the Employer will attempt to fill the vacancy by calling employees in the following order prior to the start of the shift:

1. With an employee regularly assigned to the yard in which the vacancy occurs who is scheduled for less than 40 hours.
2. By offering to split the shift between the employees assigned to the shift prior to and after the vacancy.
3. By calling rested and available full-time yard drivers assigned to the yard in which the vacancy occurs in seniority order, provided, that the Employer need not call an employee who is either a.) Is not rested for the vacant position, or b.) Would not be rested for their own shift by virtue of working the vacant position.
4. By calling the first out road driver assigned to the board that works from the yard in which the vacancy exists. If the first out Road Driver refuses to accept the yard shift or is not yard qualified, the working manager can proceed to the second person on the board and so on down the board. No driver shall be disciplined for refusing a yard shift.

**ARTICLE 8 HEALTH AND SAFETY Union TA Company proposal 10/27/21**

**SECTION 1: GENERAL**

The Employer will provide safe and healthful conditions of work for its employees and will comply with all applicable laws and regulations concerning the health and safety of employees at work, and the protection of the environment. The Employer will install and maintain any equipment necessary required to protect employees from hazards. The Employer and the Union will cooperate in the continuing objective of eliminating health, safety and environmental hazards, thereby preventing occupational injuries and illnesses.

The Employer will ensure that all equipment is maintained in safe condition. The Employer's inspection and maintenance program will give top priority to equipment that is critical to employee safety and health. The Employer will install and maintain equipment required take all necessary steps to eliminate the risks posed by faulty equipment. If necessary, such equipment will be shut down until repaired, unless doing so would create a greater risk to the health or safety of the workforce. "Equipment" in the meaning of this article includes fixed and mobile equipment, structures, and surfaces on which employees travel or work

If a driver is required to keep the van clean, inside or out, the Employer shall pay for all cleaning supplies.

**SECTION 2: DIRECTION RESOURCES**

The Employer shall maintain books, GPS or similar location resource to be kept in each van that contain a complete description of each stop (physical location) a driver may travel to. Should the management not keep these resources up to date, the drivers of that particular van will not be subject to discipline for issues related to the incomplete resources (example-late trip because driver didn't know the stop).

**SECTION 3: SAFE VEHICLES**

No Employee shall be disciplined for refusing to drive an unsafe vehicle nor shall any employees be required to drive a vehicle that has not been determined to be safe as mutually agreed by employee and management.

**ARTICLE 9 GRIEVANCE PROCEDURE Union counter 9/30/21**

Grievances not filed or advanced by the timelines outlined below shall be deemed closed and shall not proceed further in the grievance procedure unless the parties mutually agree to extend the timelines. Grievances shall be taken up as follows:

**STEP 1:** Any employee who has a grievance may, at their option, discuss the same with the local field manager with or without a steward, in order to resolve the matter before reducing it to writing. If the matter is not resolved, the grievance may be reduced to writing and filed with the Regional Director and Human Resources Department (via email at UnionMatters@unitedevv.com) or their designee by the steward within fourteen (14) calendar days of the event giving rise to the grievance.

The Regional Director or Human Resources Department or his or her designee will hold an in-person meeting or meeting by electronic means within seven (7) days from the date on which the grievance is filed.

The Regional Director or Human Resources Department his or her designee will submit a written answer to the grievance within seven (7) days after the Step 1 meeting is held. The Step 1 response will be provided by e-mail at the email address designated by the Union.

**STEP 2:** If the grievance has not been satisfied in Step 1 the Union may refer the grievance to the Senior Director or Regional Vice President or his designee within seven (7) calendar days after the Employer's written Step 1 response. Step 2 meetings will be held via telephone and within ten (10) days from being advanced to Step 2. The Union and the Employer are responsible for scheduling of Step 2 grievances on a date that works for both parties.

The Senior Director or Regional Vice President will submit a written answer to the grievance within seven (7) calendar days after the grievance is discussed at a Step 2 meeting. The Senior Director or Regional Vice President response may either be provided via e-mail, at the email address provided or via US Mail to the Union Office address designated by the Union.

**STEP 3:** If the grievance has not been satisfied in Step 2 the Union may refer the grievance to the Chief Operating Officer (COO) within fourteen (14) calendar days after the Employer's written Step 2 response was due. Notification of advancement must be given to the Chief Operating Officer (COO) electronically.

The Chief Operating Officer (COO) or his or her designee will arrange a meeting within 7 days from the advancement of the grievance to the 3<sup>rd</sup> step, unless the parties mutually agree to an extension.

Cases involving discharge or other matters that effect 2 or more individuals shall be advanced by the Union to the Step 3.

The Chief Operating Officer (COO) or his or her designee will submit a written answer to the grievance within seven (7) calendar days after the grievance is discussed at a Step 3 meeting. The Chief Operating Officer (COO) or his or her designee's response shall be sent via email, to the Union.

Stewards may investigate grievances during work time so long as there are no interruptions or interference with customer service due to such investigation by either the steward or any other employee.

If the Employer fails to answer a third step grievance within 30 days of the 3rd step grievance meeting, the grievance shall be granted. The Union may warn the Employer prior to the 30-day grievance granted deadline.

#### **ARTICLE 10 ARBITRATION Union TA Employer Proposal from 8/11/21**

If the grievance is not settled in Step 3 and the Employer's final answer is not satisfactory to the Union, the Union may appeal the grievance to arbitration by giving written notice of its desire to arbitrate to the COO and Human Resources within 30 calendar days after the date of the Employer's Step 3 response. If a grievance is not so advanced to arbitration within thirty (30) calendar days, it shall be denied and the basis for the grievance shall be waived.

If the grievance is appealed to arbitration, the Union may request a panel of seven (7) arbitrators from the FMCS each with a designation as a member of the National Academy of Arbitrators from whom the Employer and the Union shall alternately strike names, with a flip of a coin determining the party striking first to select an arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The award of the arbitrator shall be final and binding on the Employer, the Union and the employees involved. The expense of the arbitrator, including the fee shall be shared equally by the Employer and the Union.

#### **ARTICLE 11 DRIVECAM Union TA Company proposal 11/4/21**

Absent extraordinary circumstances, drivers will not be disciplined for activity viewed during "live look in's". DriveCam audio will not be activated on the device. If DriveCam is triggered and records an unsafe event, violation of Employer work rules, policies or a safety violation, the employee shall be subject to discipline under the Employer's disciplinary policy with Just Cause.

All drivers will be given a copy of the DriveCam PTI Policy as well as the DriveCam Scoring System. PTI will provide the Union with fourteen (14) days' notice prior to any change to either.

The Union reserves the right to contest any such discipline under the Grievance and Arbitration procedures set forth in this Agreement. Retraining resulting from a DriveCam incident is not considered discipline under the Discipline and Discharge Article of this Agreement.

#### **SECTION 1: DRIVECAM REVIEW MEETINGS**

All time spent at a DriveCam review meeting shall be compensated at the employee's regular or overtime rate, whichever applies. To the extent possible, DriveCam review meetings will take place during regularly scheduled work hours. The Employer shall not require an employee to attend a DriveCam review meeting on the driver's day off.

#### **ARTICLE 12 DISCIPLINE AND DISCHARGE Company TA Union proposal 11/4/21**

##### **SECTION 1: JUST CAUSE**

No employee shall be disciplined or discharged except for just cause.

##### **SECTION 2: UNION REPRESENTATION**

An employee shall, upon request, have the right to have a Union steward or representative who is available present whenever the employee is to be interviewed regarding events or behavior which may



lead to possible future discipline of the employee. Nothing contained in this Section shall infringe upon an employee's Weingarten Rights.

### **SECTION 3: NOTICE OF DISCIPLINE AND RULE VIOLATION**

The Employer shall give a copy of any written disciplinary action to the affected employee on the date such disciplinary action is taken, and on working time.

Upon request, the Employer will notify the Union in writing electronically of all employee suspensions and terminations. The date for disciplinary meetings shall be set up between the parties mutually. Drivers shall not be penalized for being unavailable for disciplinary meetings over the phone.

### **SECTION 4: PROGRESSIVE DISCIPLINE**

It is the policy of the Employer that certain rules and regulations regarding Employee behavior are necessary for the efficient operation of the Employer and for the benefit and safety of all Employees.

The Employer shall adhere to its policy of progressive discipline except in those cases where the totality of the circumstances warrants departure from the general progressive disciplinary steps, and in circumstances which warrant immediate discharge under the Employer's work rules or policies provided such policies are compliant with this Agreement. For purposes of progressive discipline, discipline shall remain active in an employee's file for only nine (9) months. Discipline shall not be removed from an employee's file under any circumstances.

Discipline shall be given within five (5) calendar days of the Employer's knowledge of the infraction, unless the Employer reasonably has not concluded its investigation into the matter triggering the discipline, in which case the Employer will notify the employee and the Union of the need to continue the investigation.

The following are the typical disciplinary steps taken for safety and employer policy offenses; however, depending on the severity of the offense, the Employer reserves the right to bypass the typical steps outlined below. For instance the Employer might elect to bypass the Written Warning Step 2 and proceed to Step 3, a three (3) day suspension:

- Step One- Counseling/Warning (documented)
- Step Two- Written Warning
- Step Three- Three (3) Day Suspension
- Step Four- Discharge

In the case of serious misconduct, immediate termination may be necessary. See Driver's Manual for violations that may result in immediate discharge under Rules of Conduct.

The Employer reserves the right to modify Rules of Conduct with at least seven (7) days notice to the union.

Any actions taken by Management under the Rules of Conduct are subject to the Grievance Procedure. If a dispute arises in the interpretation of the Company's Drivers Manual/PTI Rules of Conduct violations and the PTI & UE Local 1077 Collective Bargaining Agreement, the Collective Bargaining agreement shall prevail.

### **SECTION 5: HOLD AND SUSPENSION**

Managers shall not place drivers on suspension in a retaliatory manner or for a driver requesting to exercise their Weingarten rights. Drivers who are in pending investigation status shall be notified immediately along with Union. Drivers that are disciplined and receive a suspension shall serve the suspension immediately.

## **ARTICLE 13 SENIORITY Employer TA 9/30/21**

### **SECTION 1 : DEFINITION AND APPLICATION**

Seniority shall be based upon length of service from date of hire. Date of hire shall include previous, consecutive experience in the rail crew transportation industry. Drivers shall verify they worked in that yard or road board with the most recent vendor that had the railroad contract. Drivers shall provide written verification of their unbroken service in that location within 30 days of their being hired in order for their seniority to be carried forward.

In all cases of layoffs, recall and permanent transfers, length of service within a particular classification shall govern (i.e. Road vs. Yard). Employees last hired into the bargaining unit by classification shall be laid off first. However, any such employee who has greater seniority than another employee within the same classification may bump that employee so long as that employee is qualified to perform the work. If there are no employees with lower seniority in the same classification, the employee may bump a less senior employee in a different classification, so long as the employee is qualified to perform the work. When the Employer recalls from layoff, all employees shall be rehired by order of seniority, provided they have the immediate ability to perform the work in a reasonable manner.

### **SECTION 2: REDUCTION IN FORCE**

If a van or vans are eliminated in a particular yard, the following process shall apply:

1. The Union shall be notified immediately.
2. A list of all affected employees will be developed and shared with the Union within 48 hours of the notice.
3. Bumps will be identified for the drivers. Seniority shall prevail in the case of a layoff. If a senior driver is displaced and a van remains in the yard in question, the senior driver can bump a less senior driver by established work shift.

Employees shall accumulate seniority when absent for justifiable reasons, including but not limited to, leaves granted under the provisions of the Family and Medical Leave Act of 1993, sickness, jury duty, paternal leave, military service, and leave of absence for Union activity. In the event a layoff becomes necessary the employees shall be given written notice as soon as notice is available, and a copy thereof shall be delivered to the Union steward, except in case of emergency.

Employees with at least six (6) months of service who are laid off shall retain recall rights for up to twelve (12) months from the date of their layoff. Employees who have less than six months of service who are laid off shall have no right of recall. If an employee is called back to work, the Employer shall send a letter to the employee's last known address. The Employee shall have 5 days from the date the letter was sent to return to work.

### **SECTION 3: LOSS OF SENIORITY**

An employee may lose seniority due to the following:

- (A) Quits or is discharged for just cause.
- (B) An employee retires.
- (C) If an employee fails to report for work after layoff within five (5) working days after notification by letter to return to work.

### **SECTION 4: SENIORITY LIST**

The Employer shall furnish the Union an up-to-date seniority list upon the effective date of the agreement and on the first day of every month thereafter. The list shall include employee name, employee number, department, hire date including previous rail crew transport seniority, address, phone number, email address and rate of pay.

## **ARTICLE 14 YARD JOB OPENINGS Union TA Company 9/30/21**

### **SECTION 1: NOTICE OF OPENING**

All regularly assigned yard openings shall be posted by the Employer for a period of five (5) calendar days. The posting shall include the reporting location, shift, days off assigned to the position, and the closing date of the posting. Employees wishing to bid on the open job shall contact the local field manager.

### **SECTION 2: YARD JOB OPENINGS**

The Employer shall award the position to the qualified applicant with the longest length of bargaining unit service currently working in the yard for which the opening is posted. A road driver who has 1 or more regularly scheduled days in the yard shall be deemed as currently working in the yard. A road driver who has been trained and filled in for yard shifts shall be deemed as currently working in the yard.

If there is no qualified applicant from within the yard for which the opening is posted, the Employer shall award the position to the most senior applicant in the bargaining unit.

If two or more applicants have the same seniority date, a coin toss shall determine. If no bargaining unit member applies for the open position, the Employer may offer the job to an applicant outside the bargaining unit.

Upon failure of an active employee to bid on a job opening, the Employer shall recall laid off employees, before hiring a new employee.

### **SECTION 3: TRIAL PERIOD**

Employees will be given a period of at least five (5) calendar days, but no more than fourteen (14) calendar days in order to qualify for the posted job and shall have the right to return to their previous job should they fail to qualify. Successful bidders shall have the right to return to the previous job providing the previous job is still open, or hasn't been filled, and that the posted job can be filled. The Employer may return the employee to their previous job if, after five (5) days of working in the posted job, the employee is not qualified to perform the posted job.

## **ARTICLE 15 FATIGUE Union TA Employer Proposal from 8/11/21**

Road Drivers who are fatigued or ill are to call dispatch, to be removed from the Board prior to being called out. Drivers shall not be disciplined for refusing a trip if they are fatigued.

Road drivers shall be berthed at the Employer's expense if the driver is away from their home city and the driver is out of HOS hours. Drivers who are berthed overnight will be paid a per diem of \$35.00 per night. The Employer agrees to berth the employee in a nearby hotel as soon as possible.

The Employer shall make every effort not disturb the rest of any driver.

## **ARTICLE 16 HOLIDAYS Union counter 11/23/21**

The holidays recognized by this Agreement shall be as follows:

New Year's Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Day

Employees who work the holiday shall receive time and one-half their regular rate of pay. The holiday period is midnight to 11:59pm.

An employee must have completed their 60-day probationary period to be eligible for holiday pay and receive time and one half if they work the Holiday.

## **ARTICLE 17 DRUG TESTING Union TA Employer proposal 12/15/2021**

The Employer's Current Drug and Alcohol Testing Policy and Procedure shall continue to apply. Drivers undergoing testing for controlled substances and/or alcohol who are not otherwise being compensated by virtue of being on a shift or trip shall be compensated for all time undergoing the test, including wait time and time spent driving to and from the testing facility.

Absent extraordinary circumstances, the Employer will make every reasonable effort to utilize drug and alcohol testing facilities within ten (10) miles from an employee's reporting location or assigned field office. If the employee is required to travel more than 10 miles, using their own vehicle, the Employer will pay the driver \$0.55 per mile for the trip.

## **ARTICLE 18 UNION ACTIVITY Company TA's Union counter 10/27/21**

### **SECTION 1: UNION VISITATION**

With at least 24 hours notice Union Representatives shall have access to the Employer's facilities subject to the requirements of the Railroad for the purpose of administering this Agreement provided such visits do not interfere with the duties assigned to employees or interfere with any of the operations with the Employer.

### **SECTION 2: UNION STEWARDS**

Stewards conducting such Union business shall not be required to remove themselves from the board. A driver steward who removes themselves from the board to conduct Union business shall be placed back in the rotation board in the position last held when returning to service. It shall be the responsibility of the steward to contact dispatch to make any necessary adjustment under the Section.

Stewards shall have the right to investigate and process grievances during work hours, provided such activities do not interfere with, delay, or impact the responsibilities of the steward or any other employee.

The Employer shall make reasonable efforts to hold scheduled first step grievance meetings at or near yard stewards' regularly assigned work location during the stewards' shifts. If the stewards' work load does not permit the meeting to take place during their regularly scheduled shift, then the meeting shall still take place at or near the stewards' work location, but the stewards' time shall not be compensated.

### **SECTION 3: UNION LEAVE OF ABSENCE**

The Employer will not unreasonably deny Union requests for employee leaves of absence for Union activities, provided such requests are made at least seven (7) days in advance of the date upon which the leave is to begin. Leaves requested less than seven (7) days' notice shall not be unreasonably denied.

Any employee on Union Leave under this Section shall accumulate seniority during the period of their leave of absence not to exceed 28 consecutive days, unless approved by management. Upon completion of such leaves of absence, such employees shall upon the basis of their accumulation of seniority, be returned to their former or similar position at the going rate at the time of their return, and without loss or prejudice to any of their rights and privileges.

## **ARTICLE 19 SAFETY MEETINGS Union TA Employer proposal 12/15/2021**

Employees shall be paid a minimum of two (2) hours of call in pay, pursuant to Article \_\_\_\_, for time spent attending safety meetings or watching online safety videos, reading safety trainings or other virtual safety functions that are required and as directed by the Employer. Drivers shall not be required to attend safety meetings on their days off. The Employer shall make every reasonable effort to give two (2) days' notice to employees before holding a safety meeting.

The Employer will make an effort to hold safety meetings at a location within 30 minutes of an employee's regularly assigned reporting location. Should the Employer require employees to attend a safety meeting outside of the regularly assigned reporting location by more than 30 minutes, the employer will compensate the employee for the time spent driving to and from this alternate location.

The Employer will not discipline an employee for being late due to traffic to attend a safety meeting.

#### **ARTICLE 20 PROBATIONARY PERIOD Employer TA Union proposal 8/11/21**

Probationary employees may be disciplined, suspended or terminated as the Employer shall determine and are not subject to the just cause, grievance or arbitration contained in this Agreement. A newly hired employee and an employee hired after his or her seniority is broken shall be regarded as a probationary employee for sixty (60) calendar days.

#### **ARTICLE 21 NO DISCRIMINATION Employer TA Union proposal 8/11/21**

The Employer and Union agree that there shall be no discrimination because of race, color, sex, gender, age, religious belief, national origin, disability, sexual orientation, veteran status or Union activities with respect to the application of any provision of this Agreement.

The Employer shall promptly investigate all allegations brought forth by employees regarding sexual harassment. The Union shall have rights to represent employees who have brought forth allegations against the Company or its customer and share all information requested. No employee shall suffer retaliation in any way for coming forward with a sexual harassment claim.

#### **ARTICLE 22 JURY DUTY PAY Employer TA'ed Union proposal 11/2/21**

An employee called to serve on a jury shall be released from duty and paid the difference for all hours missed minus jury duty pay, if any. Hours spent on or paid for jury duty will not count as hours worked for overtime purposes. The Employee must supply documentation for jury duty and hours compensated by the State.

#### **ARTICLE 23 BEREAVEMENT Union TA Employer proposal 12/15/2021**

All employees, upon completion of the probationary period, will receive up to three (3) paid days off to attend or make preparations for the funeral of their Father, Mother, Brother, Sister, Child, Spouse, Grandparents, Grandchildren, and Domestic Partner. Upon request, an employee may take up to two (2) additional unpaid days for traveling to and from the funeral location.

The Employer reserves the right to request proof of death and attendance at the funeral.

#### **ARTICLE 24 CALL-IN/REPORT-IN PAY Union TA Employer proposal 12/15/2021**

Employees called in for work, other than on regularly scheduled shift, will receive a minimum of two (2) hours pay at his/her normal base rate, or the applicable rate of pay for hours worked, whichever is greater.

When a driver has accepted a road trip, but the Employer cancels the trip, the Employee will receive two (2) hours pay at his/her hourly rate of pay. For the balance of the two (2) hours call in pay that the driver is not driving due to no work available, all drivers may be assigned jobs determined by the Employer such as fueling, washing vans, general cleaning of vans, changing light bulbs and headlights and other miscellaneous tasks that the employee is able to perform.

#### **ARTICLE 25 LEAVES OF ABSENCE Union TA Company proposal 11/2/2021**

Employees shall be entitled to family medical leave pursuant to the Family Medical Leave Act (FMLA). It is intended that current leave entitlements shall run concurrently with FMLA leave. It is enforceable as set out in law. Eligible employees may take up to twelve weeks unpaid leave per (rolling) year for the adoption or foster care of a child (with 30 days' notice) or serious health condition of self, spouse, parent or child. Employees are eligible if they have worked for Employer for at least one year and have worked 1,250 hours over the previous twelve months. A medical certification is required to verify eligibility for leave. The twelve-week period per rolling year is calculated from the start date of the leave.

### **SECTION 1: FAMILY RIGHTS (California Drivers Only)**

The California Family Rights Act (CFRA) authorizes eligible employees to take up to a total of 12 weeks of unpaid job-protected leave during a 12-month period. While on leave, employees keep the same health benefits they had while working. Eligible employees can take the leave for one or more of the following reasons:

The birth of a child or adoption or foster care placement of a child.

To care for an immediate family member (spouse, child or parent) with a serious health condition.

When the employee is unable to work because of a serious health condition (SHC).

In circumstances where a leave qualifies for both FMLA and CFRA leave, the leaves will run concurrently for a total of 12 weeks.

### **SECTION 2: RETURN FROM LEAVE**

If the employee fails to return upon expiration of the leave, the employee will be terminated from active status. The only exception will be as required by law such as to accommodate an individual with a disability to enable the employee to perform the essential functions of his/her job.

### **SECTION 3: MILITARY LEAVE**

The company agrees to comply with the US department of Labor's guidelines with regard to returning veterans under the Uniformed Services Employment and Reemployment Rights Act (USERRA).

### **SECTION 4: SMALL NECESSITIES**

Employees may take up to 40 hours of unpaid leave in any 12-month period, not to exceed eight hours in a single month, to participate in activities at a child's school or daycare.

### **SECTION 5: PAID SICK LEAVE**

Company will comply with state laws related to Paid Sick Leave (PSL).

### **ARTICLE 26 HEALTH INSURANCE Union TA Employer proposal 12/15/2021**

The Employer shall continue to provide its current health plan to employees. Should there be changes to the plan and/or premium contributions, the employer shall notify the Union thirty (30) days prior to the effectuation of such change.

### **ARTICLE 27 RETIREMENT Union TA Employer proposal 11/3/21**

Company maintains current 401K plan in place for all PTI drivers.

### **ARTICLE 28 AGREEMENTS IN WRITING Employer TA 8/11/21**

No provision of this Agreement, including any supplemental or side agreements, shall be waived or modified in any way unless such waiver or modification is agreed to in writing between the Employer and the UE.

### **ARTICLE 29 COMPANY HANDBOOK Union TA Employer proposal 11/4/21**

The Union acknowledges the right of the Company to publish and enforce a driver's manual and/or company handbook. Where the documents conflict with the CBA, the CBA shall control.

### **ARTICLE 30 SAFETY BONUS PROGRAM Union TA Employer proposal 11/2/21**

Company will continue the Safety Bonus for 2021; will eliminate for 2022 and beyond

### **ARTICLE 31 RAILROAD BAN**

If any driver is banned from railroad property, the Employer will:

- 1.) Notify the Union and the Employee of the ban within 48 hours' notice from the Railroad,
- 2.) Fully investigate the ban,

- 3.) Share with the Union the information provided by the railroad regarding the ban within 48 hours' notice from the railroad.
- 4.) The Employer shall do all in its powers to attempt to retain employees that have been banned from a Railroad.

**ARTICLE 32 MANAGEMENT DOING BARGAINING UNIT WORK Union TA 9/30/21**

Management shall not do bargaining unit work except in the case of emergency, which includes the situation where the Employer does not have a driver to take a run or work a shift.

**ARTICLE 33 FEDERAL & STATE LAWS & REGULATIONS Employer TA 8/11/21**

The Employer agrees to comply with all Federal and State laws, codes and statutes.

**ARTICLE 34 SEPARABILITY Employer TA Union proposal 8/11/21**

**SECTION 1:**

In the event any provision of this Agreement shall be finally held to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected hereby but shall continue in full force and effect. It is further agreed that in the event such provision is finally held to be invalid, the parties hereto agree to meet within thirty (30) days thereafter to negotiate a modification of, or substitution for, such clause or clauses so held to be invalid.

**SECTION 2:**

It is agreed and understood by the parties to this Agreement that nothing contained herein shall be in conflict with any existing Federal statutes or any valid rules and regulations made pursuant thereto. Whenever the masculine gender appears, it shall include the female gender.

**ARTICLE 35 Out of Town Work Union TA Employer proposal 11/23/21**

**SECTION 1. WORKING AWAY FROM HOME TERMINAL**

For drivers working away from Home Terminal-Out of Area (OOA): Drivers will be selected from the volunteer list in seniority order from the terminal specified by the Director of Operations. Management shall use and maintain a regular out of area (OOA) list to be used for each terminal. Drivers must request in writing to be on the OOA list or to be taken off the OOA list. Interested employees will be awarded the positions in seniority order on a terminal-by-terminal basis. The per diem for OOA drivers shall be no less than \$35 per day and a \$50 guarantee.

**SECTION 2. WHILE AWAY FROM HOME TERMINAL**

For Drivers Working Away From Their Home Terminal: OOA drivers shall be used only after all regular drivers are unavailable, out of hours or on rest. OOA drivers shall continue to earn their regular rate of pay of their home terminal or the prevailing location rate pay for the out of area location, whichever is higher and shall continue to pay Union dues their home terminal Local Union.

**ARTICLE 36 SUBCONTRACTING Union TA Employer proposal 12/15/2021**

It is agreed and understood that the Company may subcontract bargaining unit work provided it has a good faith business reason to do so, or the Railroad client specifically requests additional labor be provided to a specific area for a specific time period.

**Vacation and Personal Days TA 1/13/22**

Employees that were hired prior to January 1, 2022, will accrue vacation benefits on an anniversary year basis as per the following schedule:

|                                      |         |
|--------------------------------------|---------|
| After anniversary date of 1-3 years  | 1 week  |
| After anniversary date of 4-6 years  | 2 weeks |
| After anniversary date of 7- 9 years | 3 weeks |

After anniversary date of 10+ years      4 weeks

Employees hired after January 1, 2022, will accrue vacation benefits on an anniversary year basis as follows:

- After 1-year anniversary date.....1 week paid + 3 days unpaid
- After 3<sup>rd</sup> year anniversary date.....2 weeks paid + 5 days unpaid

Additionally, employees shall be granted the following Personal days:

After 1 year anniversary date = 1 paid personal day  
After 3 years anniversary date = 2 paid personal days  
After 5 years anniversary date = 3 paid personal days

Requests for vacation and personal days must be made through the Employee's branch manager in writing. Employees must request the use of vacation at least one (1) week in advance. Employee must request the use of a personal day at least forty-eight (48) hours in advance of its use. Requests for use of vacation and personal days shall not be unreasonably denied.

If an employee is unable to schedule and use accrued vacation days during a calendar year, the employee can request a cash out payment for the accrued, yet unused vacation day(s). Should this occur, the employee must request a cash out by December 1 of the current year and it will be processed and paid to the employee by the end of the current calendar year.

Employees whose anniversary date is between December 2 and December 31 shall have their vacation cash out opportunity applied to the next calendar year. The employee must request a cash out by February 1 of the following year, and it will be processed and paid to the employee by the end of February.

Neither vacation days nor personal days may be rolled over to the following calendar year.

Vacation pay and personal days will be valued at an amount equal to the Employee's last 6 months' average weekly (or daily in the case of a personal day) earnings prior to the scheduled vacation period or request for pay out.

## **Wages**

| <b>Branch #</b> | <b>Branch Name</b>   | <b>Rate</b> |
|-----------------|----------------------|-------------|
| 530             | BAKERSFIELD, CA*     | \$15.00     |
| 531             | DUNSMUIR, CA*        | \$15.00     |
| 532             | FRESNO, CA*          | \$15.00     |
| 533             | STOCKTON/LATHROP, CA | \$16.00     |
| 534             | SAN JOSE, CA (M      | \$18.00     |
| 535             | OAKLAND, CA          | \$15.00     |
| 536             | PORTOLA, CA*         | \$15.00     |
| 537             | ROSEVILLE, CA        | \$16.00     |
| 538             | SPARKS, NV           | \$12.00     |
| 539             | WINNEMUCCA, NV       | \$12.00     |

\* Effective, January 1, 2022



The Company shall not give additional or unscheduled wage increases to bargaining unit employees without first notifying the Union of any such increase and affording the Union the opportunity to notify the bargaining unit of the increases.

Upon ratification – 2.0% wage increase or \$.25 above minimum wage, whichever is greater

April 1, 2023 – 3.00% wage increase or \$.25 above minimum wage, whichever is greater

April 1, 2024 – 3.00% wage increase or \$.25 above minimum wage, whichever is greater

The above hiring rates do not increase when the general wage increase occurs.

After the 2% increase at ratification, for employees (defined as employees that are regularly scheduled and have worked at least 30 hours per week in 2021) that were hired by the Company prior to April 1, 2020 and are still employed by the Company at the time of ratification, the Company will pay \$.20 an hour increase to base wage to each such employee.

If an employee spends at least two (2) hours working inside the city limits of a city with a higher minimum wage than where the employee is based, the employee will be compensated at the higher minimum wage rate for those hours worked inside the higher minimum wage city.

The Company would propose a 3-year agreement, expiring March 31, 2025.

The Company maintains its current practice as it relates to the timing and method of the payment of wages. The Company pays by direct deposit or pay card. PTI drivers based in California will be paid weekly on Tuesdays, and drivers in Nevada will be paid bi-weekly on Fridays. Rounding is conducted using the FLSA rounding rule.

Drivers with pay problems shall write to [ptiemployeehelpline@unitedevv.com](mailto:ptiemployeehelpline@unitedevv.com) in attempt to resolve unpaid work.

The Company shall maintain supplies required for safe vehicle operation in all areas. If an employee believes that supplies are needed for the safe operation of the vehicle, the employee shall request approval from their manager to purchase the necessary supplies. The employee will be reimbursed for these expenses upon completion of the proper company documentation.

**Bridging of Service.** Once a current employee reaches one year of continuous service with the Company, the employee's previous service with a rail crew transport contractor at a location where the Company now holds the service contract shall be added to the employee's years of service with the Company for purposes of bidding and benefits. The employee shall have 90 calendar days to provide proof of prior service to be eligible for the bridging of service. The one-year mark runs from the date of the employee's hire with the Company and not from ratification.