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MEMORANDUM OF UNDERSTANDING (MOU) INCLUDING SOUTHERN CA DRIVERS INTO THE UE 1077 BARGAINING UNIT

Between

UNITED ELECTRICAL, RADIO & MACHINE WORKERS OF AMERICA (UE) LOCAL 1077

And

PROFESSIONAL TRANSPORTATION, INC

Effective January 26th, 2026

Labor Agreement

Full-time and regular part-time over the road drivers, dedicated yard drivers (the "Employees") employed by Professional Transportation Inc (the "Employer") working out of PTI's Los Angeles, Long Beach, West Colton, Mojave, San Luis Obispo, El Centro, Mira Loma, and Yermo locations ("Southern California Locations"), are hereby incorporated into the UE 1077 bargaining unit as outlined in Article 1 of the 2025–2028 Collective Bargaining Agreement (the "Agreement") between Professional Transportation, Inc (the "Company") and UE Local 1077 (the "Union"). All provisions of the Agreement shall apply to all current and future Employees of any and all departments at the Company's Southern California Locations, as well as any additional work the Employer is awarded within a 200 mile radius of any location mentioned above.

Following Article 1 of the parties' agreement, this MOU specifically establishes wage rates (hourly rates of pay), vacation and or paid time off (PTO) provisions, and benefit contributions. All other terms of the agreement not expressly established in this MOU shall apply.

ARTICLE 1—RECOGNITION AND SCOPE OF THE AGREEMENT

Los Angeles, Long Beach, West Colton, Mojave, San Luis Obispo, El Centro, Mira Loma, and Yermo California Employees added to the recognition clause.

ARTICLE 5 – WORK TIME

SECTION 1: PAYMENT FOR ROAD TRIPS

Road Employees in the Southern California locations shall receive the following benefit.
Road employees who complete 24 hours on the road board within a 48-hour period without receiving a call from PTI will be compensated at two hours of their regular rate of pay. This provision is not applicable when a driver is in limited availability status.

ARTICLE 25 – RETIREMENT

The Company has established a 40l(K) retirement savings plan. Following is a summary of the plan benefits:

a) Eligible to participate after completing one (1) year of service and worked a minimum of 1,000 hours;
b) Must be 21-years of age;
c) Employees can defer up to the amount allowed by law;
d) Participants age 50 and older may make pre-tax "catch-up" contributions by payroll deferral allowed by law or IRS annual maximum;
e) Employee contributions are vested 100%;

f) The Company contribution will be 50% of the first 4% of the individual Employees contribution;
g) Company contributions are vested as follows:
    a. l year 0%
    b. 2 years 20%
    c. 3 years 50%
    d. 4 years 100%
h) 100% vesting due to death or disability or if you retire at age 65;
i) You may roll over distributions from other retirement plans even prior to eligibility; and
j) 24-hour a day / 7 days a week access to retirement account through the website.

ARTICLE 32 – BEREAVEMENT

All employees, after being employed for at least 30 days will receive up to three (3) paid days off to attend or make preparations for the funeral of their Parent, Sibling, Child, Stepchild, Spouse, Parent-in-Law, Grandparent, Grandchild, and Domestic Partner. Upon request, an employee may take up to two (2) additional unpaid days for traveling to and from the funeral location.

All employees, after being employed for at least 30 days, will receive up to one (1) unpaid day off to attend or make preparations for the funeral of their aunt or uncle.

The Employer shall pay a $1,000 per member death benefit to employees that have accepted a trip and or they are in route to a scheduled shift or on the shift.

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

ARTICLE 33 – HOLIDAYS

The holidays recognized by this Agreement shall be as follows:
New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas

Employees who work the holiday shall receive time and one-half of their regular or overtime rate of pay, whichever is applicable. 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.

Employees with three (3) or more years of seniority shall receive four (4) hours of pay for Christmas Eve~~,~~ regardless of whether they work Christmas Eve.

ARTICLE 34 – VACATION & PERSONAL DAY

SECTION 1: VACATION AND PERSONAL DAYS ACCRUAL RATE

Employees will accrue paid vacation benefits by seniority as per the following schedule:

- 1-3 years of seniority = 5 days paid + 3 days unpaid.
- 4-9 years of seniority = 10 days paid + 5 days unpaid
- 10+ years of seniority = 15 days paid + 5 days unpaid

Additionally, all employees shall be granted the following Personal days:

- After 1 year seniority date: 1 paid personal day
- After 3 years seniority date: 2 paid personal days
- After 5 years seniority date: 3 paid personal days

Vacation days and personal days will accrue annually on each driver's seniority date.

SECTION 2: REQUESTS FOR VACATION

Employees shall request vacation or personal days via HR information system. Employees must request the use of vacation at least one (1) week in advance. Employees 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.

SECTION 3: VACATION CASH OUT

The Company will allow employees the option to receive cash payments in lieu of vacation and personal time off. Upon a request to cash out vacation and personal time off, the Company shall pay out time incrementally across the subsequent pay period.

Employees have one year from their anniversary date to use or cash out vacation and personal days. Following California state law, unused vacation and personal days will be automatically cashed out the pay period surrounding an employee's anniversary date in the subsequent year.

SECTION 4: VACATION PAY

Vacation pay and personal days will be valued for full time employees at an employee's regular rate of pay and will be equal to 8 hours per day. Part time drivers' (under 35 hours/week) pay for vacation and personal days will be pro-rated to employees' last 12 months average weekly hours worked prior to annual seniority date.

ARTICLE 35 – WAGES

SECTION 1: HIRE/Location RATES

Upon ratification of the CBA, the company shall pay, at minimum, the below wage rates for employees in each location.

Location	Pay Rate
Los Angeles, Long Beach, and San Luis Obispo	$18.58
West Colton, El Centro, Mira Loma, and Yermo	$18.05
Mojave	$17.52

SECTION 2: WAGES AND BRIDGING OF SERVICE

Previous industry seniority will be bridged immediately (upon ratification of this side letter) for all drivers who transitioned from Hallcon to PTI and who were employed by Hallcon as of August 1st, 2025. This previous industry seniority applies to this article and all other articles in this side letter, and for the purposes of shift bidding, road driver shift-window bidding, and days-off selection.

Upon ratification of this side letter, the company shall adjust the hourly rate of all drivers to reflect the final August 23rd 2025 raise they received under the union's agreement with Hallcon Inc, PTI's predecessor company.

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This provision shall apply retroactively to any applicable drivers whose hourly wage at PTI did not match their post-August 23rd, 2025 hourly wage at Hallcon for any period of time between September 15th 2025 and the ratification of this side letter. PTI shall provide these applicable drivers a lump sum payment equaling the difference between their previous hourly wage and their final Hallcon wage, multiplied by all hours worked at the improper rate between September 15th and the ratification date of this agreement.

The adjusted hourly wage reflecting each driver's final Hallcon pay rate shall be used to calculate raises in Section 4 of this Article.

SECTION 3: UNSCHEDULED RAISES

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.

SECTION 4: ANNUAL RAISES

The Year 1 and Year 2 raises will take effect the first pay period following April 15th, 2026 and 2027, respectively.

Year	Level of Seniority	Raise
Year 1 (April 2026)	**Less than 1 year to 1 year** **1 year +1 day – 3 years** **3 years plus**	**2.50%** **3.00%** **3.50%**
Year 2 (April 2027)	**Less than 1 year to 1 year** **1 year +1 day – 3 years** **3 years plus**	**2.50%** **3.00%** **3.75%**

The Seniority date is to be measured on the anniversary date of the CBA.

The new hire rates for all locations and branches shall remain at least 2% above the minimum wage. Accordingly, if a driver's pay is affected by an increase to the minimum wage, then all drivers in that driver's location shall receive the same change to their DYV and OTR rates.

Drivers who perform administrative tasks and training shall receive a $0.50 per hour premium while performing these tasks. These tasks will be assigned to the most qualified drivers (designated Lead Drivers) as determined by the Company.

The above hiring rates in Section 1 do not increase when the general wage increase occurs.

The first pay period following ratification, all drivers will receive a one-time bonus in the following amounts based on level of seniority at the date of the ratification of this side letter:

- **Less than 1 year to 1 year = $300**
- **1 year +1 day – 3 years = $400**
- **3 years plus = $500**

SECTION 5: MINIMUM WAGE AREAS

If an employee spends at least two (2) hours per work week 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.

SECTION 6: METHOD OF PAYMENT

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 Tuesday. The payroll week is defined as Wednesday at 00:00 through Tuesday at 23:59.

Drivers with pay problems shall contact the Driver Support Center at driversupportcenter@unitedevv.com or 812-475-3050 in attempt to resolve unpaid work.

SECTION 7: SUPPLIES

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.

SECTION 8: CELL PHONES

The Company will reimburse its road drivers $0.50 per trip for use of their personal cell phone for business use and $0.25 per shift for its yard drivers. Though it is neither mandatory nor a condition of employment that employees use their personal cell phones for business, should the employees do so, the employees will be reimbursed based upon the above schedule.

SECTION 9: NIGHT SHIFT AND WEEKEND DIFFERENTIAL

Shift differential pay of $0.50/hour, effective upon ratification, will apply as follows:

OTR Shift differential pay will apply to all OTR trips with a requested need time during each weeknight (defined as Monday – Friday 18:00 - 06:00) and each weekend (defined as Friday 18:00 - Monday 06:00).

DYV Shift differential pay will apply to all yard shifts with at least 50% of the shift hours occurring each weeknight (defined as Monday – Friday 18:00 - 06:00) and each weekend (defined as Friday 18:00 - Monday 06:00).

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By: _____

Chris Bernfeld, Human Resources Director

United Electrical, Radio, and Machine Workers of America (UE) Local 1077

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