AGREEMENT

Between

PROFESSIONAL TRANSPORTATION, INC.

And

UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA (UE) LOCAL 1477

November 7th 2025 through April 15th 2028

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LABOR AGREEMENT

THIS AGREEMENT made and entered into as of the November 7, 2025, by and between PTI (hereinafter referred to individually and collectively as the "Employer"), and United Electrical, Radio and Machine Workers of America (UE) Local 1477 (hereinafter referred to as the "Union").

ARTICLE 1
RECOGNITION AND SCOPE OF AGREEMENT

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 State of Colorado: Denver, CO and Grand Junction, CO and all future locations that the Employer is contracted to perform work within a 300 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

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^{th}) day following the effective date of this agreement or the sixtieth (60^{th}) 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 the Company’s control, sums deducted under the above provisions shall be remitted to the Financial Secretary-Treasurer of UE Local 1477 on a monthly basis, no later than the 3^{rd} 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
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 4: 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

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 14 days prior to any change.

ARTICLE 4
NO STRIKES AND NO LOCKOUTS

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

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, need 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 road drivers shall be when the driver starts or ends a trip or shift, including time spent on vehicle inspection, and time spent waiting for an available vehicle beyond the need time for an OTR trip or start time for DYV/MPV shift.

If a driver is on the board for 12 consecutive hours during their scheduled window of availability and they are not assigned a trip or other compensable work, then the driver shall receive two (2) hours pay at their road rate of pay (and overtime rate if applicable). If a driver refuses a trip or misses a call for a trip they will not be compensated the two hours. This provision is not applicable when a driver is in limited availability status.

A pre-trip inspection is typically no more than 10 minutes to perform basic inspection steps such as vehicle walk-around, tire check, and headlight/taillight check.

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. Upon written request to take company business (text, email, Paycom or equivalent app), management will make every effort to notify the driver within two business days if company business has been submitted to payroll.

ARTICLE 6
HOURS AND WORK WEEK

SECTION 1: SHIFT HOURS
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.

Yard shifts shall be scheduled for 8 hours when possible, and full-time yard drivers shall work 5 yard shifts per week. If Railroad requests shifts other-than 8 hours, the Company and Union will agree on how to staff the requested shifts.

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,

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

SECTION 2: 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 hired on as full-time employees shall be scheduled 40 hours of work per week. 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 (Hours of Service) requirements are met.

When yard shifts are re-bid or newly created, all open or newly created shifts will be bid by seniority, and 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 3: 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 31st and March 1st of each year. Local management shall begin this process no later than February 15th and August 15th, 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 1st and August 31st 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 4: 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.

The employer shall provide all bargaining unit employees with real-time access to their HOS and the full board rotation, including the position and HOS of all other drivers on the board at any given time.

All employees dispatched work by PTI in violation of HOS rules and regulations shall not be subject to discipline.

PTI shall make every reasonable effort to assign drivers at least 40 hours of work per week. On a monthly basis, PTI shall provide to the Union stewards and officers information about drivers' hours worked and availability time (defined as "location data").

When the location data (as defined above) shows full availability drivers averaged 35 hours or less per week over a one-month period and drivers were available to work, but not offered work, the location is deemed to be overstaffed. All drivers at the overstaffed location will be offered, by seniority, borrow-out work, if available. In addition, Contingency Drivers will be removed from the overstaffed board and secondary drivers within the control of PTI will only be used in the case of an emergency. If that does not cure the overstaffing, a reduction in force will be triggered by inverse order of seniority.

ARTICLE 7
CALL-IN/REPORT-IN PAY

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 a minimum of two (2)-hours of pay at his/her hourly rate of pay.

ARTICLE 8
BREAKS & MEAL PERIOD

All drivers shall have the right for one (1) thirty (30) minute paid meal break during each shift or trip greater than 5 hours. Local managers assigned by the Employer shall instruct each driver assigned in their area on the use of the meal period. The first meal period shall take place after no more than 5 hours of work and a second meal period after no more than 10 hours of work. Drivers have the right to waive their meal period.

In addition, all drivers shall have the right to take two (2) ten (10) minute paid rest breaks for each 8 hours worked. The Company will comply with federal and state laws regarding meal and break periods. Managers and supervisors will notify the railroad of such meal and break periods if the railroad facility is not abiding by this provision.

ARTICLE 9
OVERTIME & YARD VACANCIES

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.

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. These employees shall be offered the work by seniority, if multiple employees are 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 10
ROAD BOARD

SECTION 1: ON AND OFF THE BOARD
The employer shall provide all drivers constant and real-time access to a visible road board that displays all drivers' real-time positions in comparison to other drivers on the road board, along with all drivers' HOS.

SECTION 2: BOARD ROTATION

The company shall fairly and transparently rotate drivers through the road board. Drivers at the top of the board will be called first for work. Once a driver completes a trip, they shall be placed at the bottom of the board, unless specified below. The following rules apply to the road board rotations.

Shift windows shall be staggered and assigned by seniority.

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 a 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 and without losing their position on the board.

4. A driver who refuses work will generally be removed from the board. Upon their return, they will be placed at the bottom of the board.

5. Drivers on their days off, or outside their window of availability, shall be removed from the board entirely. If a driver chooses to work on their day off, or outside their scheduled window of availability, they shall seek management approval and overtime work shall be assigned according to the rules of the overtime article.

SECTION 3: SHORT TRIP NOTICE
No driver shall be disciplined if they are provided less than 45-minute notice from the time the driver accepts the trip to the time the employee starts the trip at the Point Of Origin.

ARTICLE 11
DISCIPLINE AND DISCHARGE

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.

The Employer will notify the Union weekly 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 6 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 1477 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 12
GRIEVANCE PROCEDURE

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 or 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 Step 3 unless the parties mutually agree to an extension.

Cases involving discharge or other matters that affect 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 13
ARBITRATION

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 14
SAFETY CAMERA

Absent extraordinary circumstances, drivers will not be disciplined for activity viewed during "live look in's." Safety Camera audio will not be activated on the device. If the Safety Camera 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. No employee shall receive discipline for a Safety Camera event unless the event is reviewed and confirmed to be the fault of the driver. No employee shall receive discipline solely for receiving Safety Camera audible alerts that do not become events.

All drivers will be given a copy of the PTI Safety Camera Policy as well as the Safety Camera 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 Safety Camera incident is not considered discipline under the Discipline and Discharge Article of this Agreement.

Drivers shall be given access to Safety Camera footage such that they can review their own Safety Camera footage.

SECTION 1: SAFETY CAMERA REVIEW MEETINGS

All time spent at a Safety Camera review meeting shall be compensated at the employee's regular or overtime rate, whichever applies. Drivers who are attending Safety Camera review meetings or coaching will be paid a minimum of two hours of pay for the time spent in these meetings. To the extent possible, Safety Camera review meetings will take place during regularly scheduled work hours. The Employer shall not require an employee to attend a Safety Camera review meeting on the driver's day off.

ARTICLE 15
PROBATIONARY PERIOD

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 16
SENIORITY

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 90 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. Management will ask for volunteers before implementing 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 and send an email to the employee's last known email address. Upon receiving notice, The Employee shall have 5 days to notify the Employer that they intend to return to work. The Employer will then have 5 days to return the employee 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 ten (10) days after written notification 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, classification, hire date including previous rail crew transport seniority, address, phone number, email address and rate of pay.

ARTICLE 17
YARD JOB OPENINGS

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 (email, text) the field manager. The employer shall designate management points of contact for the purposes of bidding yard job openings.

SECTION 2: YARD JOB OPENINGS
The Employer shall award the position to the applicant with the highest seniority 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 18
FATIGUE

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 to disturb the rest of any driver. If an employee is booked on rest, the employer shall not disturb them. If an employee's rest is disturbed during the latter half of their rest period, the driver shall have the option of extending their rest for up to 4 hours following the disturbance.

ARTICLE 19
DRUG TESTING

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 20
UNION ACTIVITY

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' workload 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 21
SAFETY MEETINGS

Employees shall be paid a minimum of two (2) hours of call-in pay, pursuant to Article 7, 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 22
COMPANY HANDBOOK

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 23
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. The Employer will provide the Union of a summary of their efforts to have the employee unbanned from the Railroad

ARTICLE 24
MANAGEMENT DOING BARGAINING UNIT WORK

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 25
NON BARGAINING UNIT EMPLOYEES DOING BARGAINING UNIT WORK

The company shall not assign drivers outside of the UE bargaining unit to perform bargaining unit work in the Denver and Grand Junction BNSF locations except where extreme business conditions warrant.

ARTICLE 26
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 IRX 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 27
LEAVES OF ABSENCE

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

Colorado's Family and Medical Leave Act (FAMLI) provides eligible workers with up to 12 weeks of paid leave for specific reasons like caring for family, bonding with a new child, or managing a serious health condition, with benefits available starting January 1, 2024. To be eligible, employees must have worked for their employer for at least 180 days and earned a minimum of $2,500 in wages, and they must provide proper notice to their employer. Eligible employees can take the leave for one or more of the following reasons:

- Bond with a new child, including adopted and fostered children.
- Care for themselves, if they have a serious health condition.
- Care for a family member's serious health condition.
- Make arrangements for a family member's military deployment.
- Address the immediate safety needs and impact of domestic violence and/or sexual assault.

Those who experience pregnancy or childbirth complications may receive an additional four weeks for a total of 16 weeks per year. In circumstances where a leave qualifies for both FMLA and FAMLI 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.

When returning to work in good standing upon the expiration of the leave, an employee shall retain their seniority, and all benefits and wages accrued through seniority. The employer shall furnish work for the employee immediately upon the expiration of a leave. If an employee returns from a leave of 12 months or more, they shall not be guaranteed the same yard shift or position they previously held.

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

ARTICLE 28
HEALTH INSURANCE

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 29
OUT OF TOWN WORK

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 30
JURY DUTY PAY

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 31
BEREAVEMENT

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, Stepparent, Brother, Sister, Child, Stepchild, Spouse, Grandparents, Grandchildren, and Domestic Partner. Any individual who served as a legal guardian of an

employee shall count as a parent for the purposes of this article. Upon request, an employee may take up to two (2) additional unpaid days of leave.

All employees, upon completion of the probationary period, will receive up to one (1) unpaid day off to attend or make preparations for the funeral of their aunt or uncle.

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

ARTICLE 32
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 Day

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. 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 33
VACATION & PERSONAL DAY

SECTION 1: VACATION AND PERSONAL DAYS ACCRUAL RATE
Employees will accrue paid vacation benefits by seniority 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 date: 15 days + 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 Colorado 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 34
WAGES

SECTION 1: HIRE/Location RATES
Upon ratification of the CBA, the company shall pay, at minimum, the below wage rates for DYV and OTR employees in each location.

Location	DYV	OTR
Denver	$18.81	$19.19
Grand Junction	$15.42	$16.70

The company shall not decrease the differential between OTR and DYV rates during the duration of this contract.

SECTION 2: 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 3: ANNUAL RAISES

The raise upon ratification will take effect the first pay period following the ratification of this agreement. The Year 1 and Year 2 raises will take effect the first pay period following April 15th, 2026 and 2027, respectively.

Denver Raise Schedule		
Year	Level of Seniority	Raise
Upon Ratification	Less than 1 year to 1 year 1 year +1 day – 3 years 3 years plus	3.75% 3.75% 3.75%
Year 1	Less than 1 year to 1 year 1 year +1 day – 3 years 3 years plus	2.25% 2.75% 3.25%
Year 2	Less than 1 year to 1 year 1 year +1 day – 3 years 3 years plus	2% 2.5% 3.5%

Grand Junction Raise Schedule		
Year	Level of Seniority	Raise
Upon Ratification	Less than 1 year to 1 year 1 year +1 day – 3 years 3 years plus	5.25% 5.25% 5.25%
Year 1	Less than 1 year to 1 year 1 year +1 day – 3 years 3 years plus	2.25% 2.75% 3.25%
Year 2	Less than 1 year to 1 year 1 year +1 day – 3 years 3 years plus	2% 2.5% 3.5%

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.

SECTION 4: 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 5: 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 Colorado will be paid biweekly on Friday. The payroll week is defined as Wednesday at 00:00 through Tuesday at 23:59. Rounding is conducted using the FLSA rounding rule.

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 6: 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 7: 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 8: NIGHT SHIFT AND WEEKEND DIFFERENTIAL

Shift differential pay of $0.30/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).

ARTICLE 35
HEALTH AND SAFETY

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 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 and 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 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 36
FEDERAL & STATE LAWS & REGULATIONS

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

ARTICLE 37
SEPARABILITY

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 38
AGREEMENTS IN WRITING

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 Union.

ARTICLE 39
NO DISCRIMINATION

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 40
DURATION

This Agreement shall become and remain effective for a period commencing on the 7th day of November, 2025 and ending on the 15th day of April, 2028 at 11:59 p.m. and for annual periods thereafter until either party shall serve written notice of their desire to modify or terminate said Agreement at least sixty (60) days in advance of the expiration date or any anniversary date thereafter.

The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unequivocally waive the right to be obligated to bargain collectively with respect to any subject matter specifically referred to or covering herein. Accordingly, this Agreement represents a complete collective bargaining and full agreement by both parties in respect to rates of pay, wages, hours of employment and other conditions of employment that shall prevail during the term hereof, and unless specifically outlined in this Agreement, neither party is obligated hereafter to negotiate on any other matters during the life of this Agreement.

PROFESSIONAL TRANSPORTATION, INC.

BY:_____

Stephen Kessler, President

BY:_____

Chris Bernfeld, Human Resources Director

UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA (UE) LOCAL 1477

BY:_____

Kimberly Cline, UE Bargaining Committee

BY:_____

David Ferguson, UE Bargaining Committee

BY:_____

Roger Howard, UE Bargaining Committee

BY:_____

Chenalle Lovato, UE Bargaining Committee

BY:_____

Noah Wexler, UE Field Organizer