

AGREEMENT
BETWEEN
TEAMSTERS UNION
LOCAL 481



And

SP PLUS CORPORATION

(2548 Kettner Boulevard, San Diego, California)

January 1, 2022— December 31, 2026

Field Representative: Elizabeth Lopez
(619) 282-2187

Collective Bargaining Agreement

By And Between

**Automotive & Allied Industries
Of San Diego County, Teamsters Local 481,
A/W The International Brotherhood
Of Teamsters.**

And

**SP Plus Corporation
(2548 Kettner Boulevard, San Diego, California)**

1/1/2022 - 12/31/2026

TABLE OF CONTENTS

AGREEMENT	1
ARTICLE 1 - DEFINITIONS	1
ARTICLE 2 - UNION RECOGNITION	2
ARTICLE 3 - UNION SECURITY	2
ARTICLE 4 - UNION DUES CHECKOFF	3
ARTICLE 5 - SHOP STEWARD AND UNION ACCESS	3
ARTICLE 6 - HOURS OF WORK AND OVERTIME	4
ARTICLE 7 - WAGE RATES AND JOB CLASSIFICATIONS.....	5
ARTICLE 8 - VACATIONS.....	7
ARTICLE 9 - HOLIDAYS	9
ARTICLE 10 - SICKNESS/EMERGENCIES	10
ARTICLE 11 - DISABILITY AND MATERNITY LEAVE	11
ARTICLE 12 - SENIORITY	11
ARTICLE 13 - UNIFORMS.....	12
ARTICLE 14 - MANAGEMENT RIGHTS	13
ARTICLE 15 - NO STRIKES OR LOCKOUTS.....	14
ARTICLE 16 - GRIEVANCES AND ARBITRATION	15
ARTICLE 17 - EXAMINATIONS	17
ARTICLE 18 - HEALTH INSURANCE	18

ARTICLE 19 - SAVINGS CLAUSE	18
ARTICLE 20 - NO WAIVER.....	18
ARTICLE 21 - ENTIRE AGREEMENT	19
ARTICLE 22 - ASSIGNMENTS	19
ARTICLE 23 - DURATION.....	20

AGREEMENT

This Agreement is made and entered into as of the first day of January 2022, by and between SP PLUS CORPORATION, hereinafter referred to as the Company, and the Automotive and Allied Industries Employees of San Diego County, Teamsters Local 481, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union

ARTICLE 1 - DEFINITIONS

Section 1.1 - Employee/Employees:

Employee or employees are defined for the purposes of this Agreement as all drivers and attendants (attendants being all employees in the job classifications of cashiers, baggage handlers/valets, maintenance personnel, and customer service representatives) employed by the Company at its facility located at 2548 Kettner Boulevard, San Diego, California, excluding all other employees, office clerical employees, guards, watchmen, and supervisors as defined by the National Labor Relations Act, as amended.

Employees covered by this Agreement shall retain all rights, privileges, and benefits stated herein, and shall suffer no reduction of wages, hours, privileges, or benefits listed herein while temporarily employed by the Company at any location other than which is specified in this Section 1.1.

Section 1.2 - Probationary Employees:

All newly hired employees shall serve a probationary period during the first one-hundred and twenty (120) calendar days of their employment. During such period, the Company shall have the right in its sole discretion to discharge a probationary employee for any reason at any time, and neither the employee nor the Union shall have any recourse, through the grievance and arbitration procedure or otherwise. When the probationary period has been completed, the employee will be placed on the seniority list retroactive to date of hire.

Section 1.3

Full-Time and Part-Time Employees: Full-time employees are defined as those employees who are regularly scheduled to work forty (40) hours per week. Part-time employees are defined as those who are regularly scheduled to work less than forty (40) hours per week.

ARTICLE 2 - UNION RECOGNITION

Section 2.1 - Recognition:

The Company recognizes the Union as the exclusive representative for all employees as defined above for the purposes of collective bargaining.

ARTICLE 3 - UNION SECURITY

Section 3.1 - Union Security:

The Company shall have the right to secure new employees from any source. It shall be a condition of employment that all employees covered by this Agreement as of its effective date and all such employees subsequently hired must become and/or remain members of the Union in good standing thirty (30) days after the effective date of this Agreement or their date of hire, whichever is later. Any employee who is expelled or suspended from the Union because of his or her failure to maintain membership in good standing therein shall be subject to dismissal seven (7) days after notification in writing to the Company by the Union's authorized representative, provided, however, that where such expulsion or suspension is for nonpayment of dues and payment of such arrearages is made within such seven (7) day period, the Company shall not be required to dismiss such employee. Where any dismissal required by this Article would result in a hardship upon the Company, the Company will be permitted an additional ten (10) days to secure a new employee before making such dismissal. When an employee has been dismissed by the Company pursuant to this Article, the Company shall not be required to reinstate or reemploy such employee at any time. The Company agrees to notify the Union in writing of the name or names of all persons hired each month, no later than ten (10) days after the end of the month.

ARTICLE 4 - UNION DUES CHECKOFF

Section 4.1 - Checkoff:

For any employee who has voluntarily executed or who shall voluntarily execute a written authorization that complies with the requirements of Section 302(c) (4) of the Labor Management Relations Act of 1947, as amended, the Company shall deduct the initiation fees and dues uniformly required as a condition of acquiring or retaining membership in the Union, beginning with the month following the month in which the Company is both informed that the employee has become a member of the Union and the Company receives an executed copy of the aforementioned written authorization. Upon deducting said dues, the Company shall promptly transmit them to the Union.

Section 4.2 - Indemnification:

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or any other forms of liability that shall arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished by the Union.

ARTICLE 5 - SHOP STEWARD AND UNION ACCESS

Section 5.1 - Shop Steward:

The Company agrees to recognize the shop steward designated by the Union.

Section 5.2 - Union Access:

The Union business representative shall be admitted on the premises of the Company to transact Union business, provided that the business representative gives advance notice to the Company Manager and notifies the Company of his or her presence upon arriving at the Company facility, and provided further that the business representative meets only with employees on regular breaks and his or her presence does not interfere with Company operations.

Section 5.3 - Bulletin Board:

The Company shall permit a Union bulletin board to be erected on its property at a location mutually determined by the Union and the Company, such bulletin board to be for the sole use of the Union. Postings by the Union shall be confined to official business of the Union. Notices of a nature derogatory toward the Company may not be posted.

Section 5.4

The Company agrees to provide a secure depository for suggestions and communications from employees to management. The Company further agrees to permit the installation of a similar depository by the Union for communication between employees and the shop steward(s).

ARTICLE 6 - HOURS OF WORK AND OVERTIME

Section 6.1 - Work Week, Work Days and Starting and Quitting Times:

The work week, work days and starting and quitting times shall be established by the Company, and may be changed by the Company at its sole discretion. A regular (but not guaranteed) work day shall consist of an 8 1/2 hour shift with a 30-minute unpaid lunch period.

Section 6.2 - Overtime:

All time worked in excess of eight (8) hours in any work day or forty (40) hours in any work week will be considered overtime, and will be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay for all such overtime hours worked. No employee shall be permitted to work overtime or receive any pay for overtime unless said overtime is authorized in advance by the supervisor. Time worked in excess of twelve (12) hours in one (1) day or in excess of eight (8) hours on the seventh (7th) consecutive day of an employee's work week shall be paid at the rate of two (2) times the employee's regular hourly rate of pay for all such overtime worked.

Section 6.3:

Employees have an obligation to stay on duty past their scheduled shift when operationally necessary. The most senior employee will be asked to stay and the maximum "extra" time per shift will be two (2) hours. If the additional time is over eight (8) hours, all overtime charges will apply.

Section 6.4 Mandatory Meetings

Employees required by the Company to attend a meeting or other such business on their regular day off, shall receive a minimum of two (2) hours pay at time and one-half ($1 \frac{1}{2} x$) for all such hours worked on their day off.

ARTICLE 7 - WAGE RATES AND JOB CLASSIFICATIONS

Section 7.1 -- Minimum Wage Rates:

During the term of this Agreement, no employee in the classifications of Drivers, Attendants, Cashiers, Baggage Handlers/Valets, Maintenance Personnel and Customer Service Representatives, shall be paid less than the following rates of pay as of the dates indicated:

All Employees shall receive the following hourly wage increases each January 1st of the Agreement:

1/1/22	7/1/22	1/1/23	7/1/23	1/1/24	1/1/25	1/1/26
\$0.50	\$0.50	\$0.35	\$0.35	\$0.50	\$0.50	\$0.50

Employees with 24+ years of service shall receive the following hourly wage increases each January 1st of the Agreement:

1/1/22	7/1/22	1/1/23	7/1/23	1/1/24	1/1/25	1/1/26
\$1.00	\$1.00	\$0.50	\$0.50	\$0.75	\$0.75	\$0.75

Drivers who are required to maintain a special license(s), in order to perform the duties of their job, will receive a minimum of an additional twenty-five cents (\$0.25) per hour.

Section 7.2 - Merit Increases:

The wage prescribed in Section 7.1 are merely minimum rates of pay. The Company retains the right in its sole discretion to pay employees above the prescribed minimum rates.

Section 7.3 - Leads:

The Company may, at its discretion, select "Lead" Attendants and "Lead" Drivers, for certain shifts and duties. The Company shall have the right to select, assign, retain, and remove "Leads" at its sole discretion.

"Lead" Attendants and "Lead" Drivers shall receive one dollar (\$1.00) per hour above his or her regular straight time hourly rate of pay.

"Lead" Attendants and "Lead" Drivers, shall maintain seniority in their respective Attendant or Driver classifications.

Section 7.4 – Night Premium:

Employees who work what is commonly known as the night shift or graveyard shift shall receive one dollar (\$1.00) per hour above their regular rate for all hours worked.

Section 7.5 – Direct Deposit

The Employer shall provide, at his expense, to all employees a Direct Deposit payroll option when available.

Section 7.6- Temporary Reassignment:

An employee may temporarily be assigned to perform the tasks of another job classification.

When such an assignment occurs, the employee will receive his/her old rate or the rate of the new classification to which assigned, whichever is higher.

Section 7.7 - Training Pay

The Company may appoint a Trainer(s). Employees appointed as a Trainer(s) shall receive a minimum of an additional fifty cents (\$0.50) per hour above the employee's base rate of pay for hours worked performing training services. The Company shall have the sole discretion in the appointment of the Trainer(s).

ARTICLE 8 - VACATIONS

Section 8.1 - Vacation Entitlement:

All full-time bargaining unit employees shall receive paid vacations in accordance with the following schedule:

<u>Full Years of Service</u>	<u>Weeks of Vacation Entitlement</u>
1 year	1 week
2, 3, 4 and 5	2 weeks
6, 7, 8, 9 and 10	3 weeks
11 or more	4 weeks

All full-time bargaining unit employees hired on or after 1/1/2013 shall receive paid vacations in accordance with the following schedule:

<u>Full Years of Service</u>	<u>Weeks of Vacation Entitlement</u>
1 year	1 week
2, 3, 4, 5 and 6	2 weeks
7, 8, 9, 10, 11, 12, 13, 14 and 15	3 weeks
16 or more	4 weeks

All full-time employees who have completed ten (10) years or more of continuous service shall receive three (3) paid personal days off each year of the Agreement.

All full-time employees who have completed twenty-four (24) years or more of continuous service shall receive four (4) paid personal days off each year of the Agreement.

Any and all unused personal days shall be paid out each year of the Agreement on their anniversary date.

Section 8.2 - Vacation Pay Eligibility and Calculation:

Vacation pay shall be computed on the basis of forty (40) hours of regular straight time pay at the employee's regular rate when the vacation is taken for each week of vacation entitlement. All vacations must be taken in full during the year in which

they were earned. At the Company's discretion, to ensure appropriate service levels, employees may carry over a maximum of five (5) days (1 week) of vacation into the following year. At the option of the employee, these carry-over days must be used or cashed out by June 30th of the subsequent year. For example, an employee carries over 5 days of vacation from 2019 to 2020. By June 30, 2020, the employee must use the carry-over vacation or request a payout of these carry-over days.

The Company agrees to allow those people who have earned paid vacations to request payment for those vacations on either the last pay day before they start their vacation or the next pay day after they return from vacation. Such request must be initiated by the employee in writing to the Manager and must be presented to the Manager at least two (2) weeks prior to the pay day on which they are requesting said payment.

Section 8.3 - Vacation Scheduling:

Vacations must be taken and completed between January 16 and November 20 of each year, with no vacation being permitted during any period between November 21 and January 15. The Company will attempt to grant employees' preferences, but it retains the right to schedule vacations according to operational necessities.

Section 8.4 – Vacation Payout

All employees shall have the option to receive a cash payout for all unused vacation up to 100% of their actual accrual each year of the Agreement.

ARTICLE 9 - HOLIDAYS

Section 9.1 - Holidays Observed:

Upon completion of one (1) year of service, a full-time employee will be guaranteed paid holidays as follows:

New Year's Day	Labor Day
Employee's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
July 4 th	Veteran's Day

Seven (7) calendar days prior to the employee's birthday, employee shall give notice in writing to the Employer of same.

Holiday pay is the equivalent of eight (8) times the employee's current hourly rate at straight time.

Section 9.2 - Holiday Pay for Holidays Worked:

Employees who qualify for the above-mentioned holidays and who are required to work shall receive the holiday pay in addition to time and one-half (1 ½) times (x) their regular compensation for their services on the holiday. If any of the holidays fall within an employee's vacation period, the employee shall receive the holiday pay or an extra day of vacation with pay, in addition to vacation pay.

Section 9.3 - Eligibility Requirement:

To be eligible for a holiday listed above, an employee must be available for work his or her regularly scheduled work day preceding the holiday on the day of the holiday, and the regularly scheduled work day following the holiday, unless otherwise mutually agreed upon by the employee and the Company.

Section 9.4 – Part-Time Employees

After completion of one (1) year of service, part-time employees who work any of the above listed holidays shall receive one and one half (1 ½) times (x) their regular hourly wage rate for all hours worked on said holiday. Part-time employees must work the holiday to receive pay.

Any employee who is currently not classified as Full-Time and who works a set schedule of thirty-six (36) hours or more a week for six (6) consecutive months will have their work status changed to Full-Time.

ARTICLE 10 - SICKNESS/EMERGENCIES

Section 10.1 - Sickness/Emergencies:

If any employee is unable to report to work due to sickness or emergency, he or she must call the Manager or his designees at least two (2) hours in advance of his or her assigned shift(s), where practicable, to request leave. Failure to give advance notice for such leave will be cause for discipline up to and including discharge. The Company reserves the right to require employees who are on leave for three (3) days or more to provide the Company with a signed statement from their physician verifying the sickness and releasing the employee to return to work.

Section 10.2 - Leave of Absence:

Upon mutual agreement between the employee and the Company an employee may take an unpaid leave of absence of up to thirty (30) days after he or she has been employed for one (1) year. In the case of an emergency, a request for leave of absence shall not be unreasonably denied. Upon mutual agreement between the employee and the Company, a leave of absence may be extended.

Section 10.3 - Sick Leave:

Per the San Diego Earned Sick Leave and Minimum Wage Ordinance, the Company will award all Full-time employees five (5) paid sick days on January 1st of each year. Part – Time employees shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked in accordance with the ordinance. Paid sick days can be used for illness, injury, or medical appointment of their own or of their child, parent or spouse. Time off for medical and dental appointments may require verification in order to be eligible for this benefit. Sick leave may be taken in increments of one hour. Unused sick leave is not paid out upon termination of employment.

ARTICLE 11 - DISABILITY AND MATERNITY LEAVE

Section 11.1 - Disability and Maternity Leave:

The Employer shall provide unpaid leaves of absence and maintain benefits during such leaves in conformity with the California Family Rights Act of 1993 which appears at Section 129452 of the California Government Code, the California Pregnancy Disability Act Of 2002 and the Family Medical Leave Act of 1993 and any amendments to either. All leaves shall be taken concurrently to the extent permitted by law.

ARTICLE 12 - SENIORITY

Section 12.1 - Factors to be Considered:

It is agreed that in all cases of layoffs, recalls, increases or decreases in force, shift changes or job openings and promotions, the Company shall consider the following factors:

- (1) Length of continuous service;
- (2) ability to perform the work; and
- (3) physical fitness.

It is further understood and agreed that where factors (2) and (3) are relatively equal, length of continuous service shall govern. In the evaluation of factor (2) and (3), the Company shall be the sole judge. The consideration of any of the above-listed three factors shall only be required within individual job classifications.

All openings as described above shall be posted on the Company bulletin board as soon as known, with a copy of said notice given to the Union steward.

Section 12.2 - Breaks in Continuous Service:

Continuous service shall be broken and an employee shall lose all seniority by the employee's a) discharge; b) voluntary resignation; c) layoff for a continuous period of more than six (6) months unless Federal, State, County, City or any other government entity requires closure or opening at reduced capacity beyond six (6) months; d) failure to return from layoff as directed by the Company; and 3) absence from work for one (1) day without notifying the Company or without sufficient cause.

Section 12.3 - Seniority Lists:

The Company and the Union agree that the employees will be placed on seniority lists according to their respective classifications. New employees will be added to the seniority list as of the date and hour of employment. Every six (6) months, the Company shall prepare and post a list of employees in order of their seniority in each job classification. Copies of such list shall be made available to the Union upon request. Within seven (7) days after the posting of the initial seniority list under this Agreement, an employee may file a grievance with respect thereto, but after such seven (7) day period, no grievance may be filed by an employee with respect to such seniority list.

Section 12.4 - Layoff:

In the event of a layoff, the last employee hired in the job classification affected shall be the first employee laid off, and, in rehiring, the last employee laid off within a classification, provided he or she is capable and qualified, shall be the first employee hired.

ARTICLE 13 - UNIFORMS

Section 13.1 - Uniforms:

The Company has the right to require employees to wear uniforms of its choice which must be worn in a neat and proper manner acceptable to the Company. The uniform shall be provided at the Company's expense, except for pants, which shall only be provided by the Company after the employee completes the probationary period. The Company may require the employees to post a reasonable deposit to ensure the return of the uniforms and for protection against damage and abuse, normal wear and tear excepted.

Section 13.2 - Rain Gear:

The Company agrees to furnish lightweight rain jackets with hoods for the use of bus drivers. Such equipment shall be kept by the Company and made available upon request, and must be returned after each use. Failure to return gear will cause driver to be financially responsible for the replacement of the rain jacket unless such failure is through no fault of the driver.

Section 13.3 – Union Buttons:

Employees shall have the right to wear Union buttons with the understanding that it does not obscure any Company logoed apparel.

ARTICLE 14 - MANAGEMENT RIGHTS

Section 14.1 - Management's Rights:

The Union recognizes that there are rights and responsibilities belonging solely to the Company in managing the business, directing the working force, and controlling the Company's business and operations, such as, but not limited to, providing for the administration of its business, determining the prices and fees charged for its services, determining the methods of financing its business, controlling the use of the physical locations of its business, buildings, and other property owned or in possession of the Company, to change, schedule, revise, or improve operating procedures or methods, equipment and facilities, to study, evaluate, and introduce new services and locations of its operations, or to change existing services, methods or procedures, to determine the type and scope of operations, the number and locations of its facilities.

Section 14.2 - Subcontracting:

The Company reserves the right to subcontract all or any part of its work now or hereafter performed by members of the bargaining unit, temporarily or permanently, at any time during the term of this Agreement.

It is the Company's intent that no employee covered by this Agreement shall suffer any loss or reduction of work, wages, hours, benefits, or working conditions as a result of the subcontracting of any work by the Company.

Section 14.3 - Rules and Regulations:

The Company reserves the sole and exclusive authority to draft, issue, implement, revise, enforce and withdraw reasonable rules of conduct and reasonable regulations as it deems necessary. Any infraction of these rules constitutes cause for disciplinary action, up to and including discharge. The Company will provide the Union and employees with copies of any new or changed rules when they come into effect.

Section 14.4 - Discharge and Discipline:

The Company retains the right to discipline and discharge employees where in its discretion just cause for same exists. The Company will give a terminated employee notice of termination and reason or cause for such.

Section 14.5 - No Restriction or Waiver:

The listing of management rights in this Article is not intended to be nor shall it be construed as a restriction or waiver of any of the rights of the Company not listed and not specifically surrendered in this Agreement, whether or not such rights have been exercised in the past.

Section 14.6 - Supervisors:

It is understood that supervisors shall not perform work within the jurisdiction of the Union except when operationally prudent or for purposes of instruction and training.

Section 14.7 – Floaters:

The Company at their discretion may hire a floater employee(s). Such employee(s) shall have no set schedule or shift. Such employee(s) shall receive a premium of a minimum of twenty-five cents (\$0.25) per hour above the established pay scale.

Section 14.8 - Rest and Meal Periods

All employees are entitled to two (2) paid ten minute breaks and one (1) (30) minute unpaid lunch break in each (8) hour shift. At the request of the Employer, the Employer and employee may mutually agree in writing to waive the thirty (30) minute lunch period, and the employee shall be compensated for the thirty minutes.

ARTICLE 15 - NO STRIKES OR LOCKOUTS

Section 15.1 - No Strike Agreement:

There shall be no strikes, work stoppages, slowdowns, picketing, sit-downs, sympathy strikes, handbilling, boycotting or any other concerted curtailment of or interference with work of any kind for any reason whatsoever.

Section 15.2 - Company Remedies:

For any breach of the undertakings or violations of the provisions of this Article 15, an employee may be discharged by the Company or be administered discipline by

it in any lesser form as it shall deem appropriate. No arbitrator shall have authority to reduce or in any other manner alter the degree of punishment applied by the Company for violations of this Article. Moreover, in the event of a violation of this Article by the Union, the Company may, at its sole discretion, cancel this Agreement at any time between the second (2nd) day after the violation has commenced and the day of its settlement; prompt notice of such cancellation must be given to the Union to be effective. In addition, the Company has the right, without prior resort to the grievance and arbitration procedure of this Agreement, to seek specific performance of this Article in state or federal court.

Section 15.3 - No Lockout:

There shall be no lockout of employees during the term of this Agreement.

ARTICLE 16 - GRIEVANCES AND ARBITRATION

Section 16.1 - Employee Settlement of Complaints:

An employee must attempt to settle any complaints or disagreements with his or her supervisor or the Manager before commencing with the Grievance Procedure.

Section 16.2 - Exclusive Procedures

(a) As used in this Agreement, "Grievance" means a matter to be processed as hereinafter set forth, which involves the interpretation or application of the explicit written provision of this Agreement.

(b) Should a grievance arise, it shall be submitted by the employee and the Union pursuant to the following exclusive procedures:

STEP ONE: In the event a complaint is not resolved through the procedure in Section 16.1 herein, the employee or employees who feel they have a grievance shall reduce the grievance to writing which specifically sets forth the facts and circumstances complained of, and refer it to the Manager within seven (7) calendar days from the day the employee knew or should have known of the circumstances giving rise to the grievance. The parties will have ten (10) calendar days from the date of its timely submission to the Manager to meet, discuss, and attempt to resolve the grievance.

- STEP TWO:** If the grievance is not settled in Step One, the grievance shall be forwarded within five (5) calendar days by the Union to the Company Regional Manager, who shall respond within ten (10) calendar days of timely receipt.
- STEP THREE:** If the grievance is not settled at Step Two, the parties shall appoint a mediator from the California Mediation and Conciliation Service to hear the dispute and recommend a settlement to the parties. Such recommendation shall be made in writing immediately upon the conclusion of the hearing, or within five (5) days thereafter. Such recommendation shall be final and binding on both parties.
- STEP FOUR:** If either party objects to the Mediation step, they may refer the matter to binding arbitration; which may be invoked only upon the written notification to the other party. Any request for arbitration must be made within fifteen (15) calendar days from the final Company action taken on such grievance under Step Two. When binding arbitration is properly invoked in accordance with this Step Four, the parties shall promptly attempt to agree upon an arbitrator. If there is no such prompt agreement, the moving party shall submit the grievance to the Federal Mediation and Conciliation Service in accordance with its Commercial Arbitration Rules to be heard by a member of its Federal Mediation Panel.

Section 16.3 - Costs of Arbitrator:

The fees and expenses of the arbitrator and hearing room shall be borne equally by the Company and the Union.

Section 16.4 - Authority of Arbitrator:

The arbitrator may interpret this Agreement and apply it to the particular case presented. However, the arbitrator shall not have authority to add to, subtract from, or in any way modify or change any of the terms of this Agreement or any agreements made supplementary hereto. If the arbitrability of the grievance is in dispute, the arbitrator deciding the issue of arbitrability shall not also decide the merits of the grievance. The decision of any arbitrator shall be final and binding on the employees and on the parties hereto, except as to any issue of an arbitrator's exceeding the scope of his authority or other impropriety. Except in cases involving three (3) or less days of lost pay, the arbitrator may not order back pay for any dates prior to the date the grievance was first filed in Step One with the Manager.

Section 16.5 - Time Limits:

The time limits of any step of the grievance process shall not be extended or waived under any circumstances except by mutual agreement between the designated authorized representatives of the parties, promptly confirmed in writing by such designated authorized representatives. All grievances not processed in accordance with the time limits prescribed in this Article shall be deemed abandoned with prejudice.

ARTICLE 17 - EXAMINATIONS

If the Company requests an employee to undergo a physical examination, or if a physical examination is required for an employee's acquisition or renewal of a Commercial Drivers License, the Company must bear the cost of said examination. New applicants required to take physical examinations before being employed will not be compensated for their time, but the full cost of the examination must be borne by the company. The Company reserves the right to choose the provider of this service, and failure to use the Company's provider relieves the Company of this obligation.

The cost of acquiring or renewing a Commercial Drivers License which may be required for employment in some job classifications shall be borne by the Company. An employee shall suffer no loss of wages for time spent in the acquisition or renewal of such Commercial Drivers License.

Reimbursements for time lost for physical exams or license renewals will be capped at the equivalent of four (4) hours pay at the straight time rate per day, for a maximum of three (3) days per contract year. Exams must be done by appointment only.

The Company may in its discretion to determine fitness for initial employment require applicants to pass such physical examinations and test (including, but not limited to, drug and alcohol tests) as it deems are necessary. When reasonable cause exists to believe that an employee of the Company may be under the influence of alcohol or be the user of a controlled substance, it may require such employee to take a urinalysis test or other medically recognized tests; if such tests prove to be positive, such additional tests may be required as are appropriate to determine with reasonable certainty that the employee is under the influence of alcohol or a user of any controlled substance. The term "controlled substance" as used herein includes drugs which by law may not be obtained without a valid prescription and illicit drugs of any kind. Employees may be disciplined up to and

including discharge if one of the aforementioned tests discloses the presence of controlled substances, or that the employee has reported for work under the influence of alcohol.

ARTICLE 18 - HEALTH INSURANCE

The Company agrees to provide employees who regularly work thirty (30) or more hours per week with health and welfare benefits coverage (Medical Benefits, Dental Benefits and Life Insurance) under the Teamsters Union Local 911 Health and Welfare Benefits Plan at no cost to the employee. Each employee who regularly works thirty (30) or more hours per week will be eligible to receive health and welfare benefits on the first day of the month following sixty (60) days of employment. Employees who are eligible for single-only coverage and who choose not to receive such coverage shall receive one hundred dollars (\$100.00) per month in lieu of such coverage. Employees who are eligible for plus-one or family coverage and who choose not to receive such coverage shall receive one hundred fifty dollars (\$150.00) per month in lieu of such coverage.

ARTICLE 19 - SAVINGS CLAUSE

Section 19.1 - Saving Clause:

If any provision of this Agreement or the application of such provision to any person or circumstances be ruled an "unfair labor practice" or in any other way contrary to law, by any federal or state court or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE 20 - NO WAIVER

Section 20.1 - Past Practices:

The waiver of any breach or condition of this Agreement by either party does not constitute a precedent for any further waiver of such breach or condition.

ARTICLE 21 - ENTIRE AGREEMENT

Section 21.1 - Zipper Clause:

This agreement represents the complete and final understanding on all bargainable issues between the Company and the Union. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements, understandings and practices, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted in arbitration hereunder or otherwise. The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at after the exercise of that opportunity are set forth in this Agreement. Therefore, it is agreed that this Agreement is the complete understanding between the parties for the term of this Agreement. The parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

ARTICLE 22 - ASSIGNMENTS

The parties agree that in the event that the ownership or management of any location is changed by sale, merger, transfer or in any manner, this Agreement shall be included as a condition of such change or transfer, and shall run to its conclusion as the contract of the successor company, applicable to the particular location thus sold, merged or transferred.

The Union likewise binds itself to hold this contract in force to its termination and agrees that no part of this Agreement shall be assigned to any labor organization, without the consent of the parties hereto.

ARTICLE 23 - DURATION

Section 23.1 - Term:

This Agreement shall remain in full force and effect from January 1, 2022, to December 31, 2026, and from year to year thereafter unless either party gives notice of desire to terminate or reopen the Agreement for the purpose of amending certain provisions therein. Such notice shall be in writing and shall be given at least sixty (60) days prior to December 31, 2026 or any subsequent anniversary date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FOR THE UNION

By: K. D.

Title: SENIOR VICE PRESIDENT

Date: 12/1/2021

By: D. R.

Title: Field Representative

Date: December 29, 2021

FOR THE COMPANY

By: J. J.

Title: Senior Vice President

Date: 1/21/2022

By: _____

Title: _____

Date: _____