

FLEETLOGIX, INC.

and

IUE-CWA LOCAL 201

Boston, Massachusetts

Downtown Support, Lead PDI's, Lead
Transporters, Transporters, Overnight
Transporters, Supply Chain Transporters,
Lot Attendants, Overnight Lot Attendants,

June XX, 2025 - June XX, 2028

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PREAMBLE

This agreement is entered into by and between FLEETLOGIX, INC. (hereinafter referred to as the "Company" or the "Employer"), on the one hand, and the IUE-CWA, the Industrial Division of the Communications Workers of America, AFL-CIO, Local 201, (hereinafter referred to as the "Union"), on the other hand, to provide for orderly collective bargaining relations, to secure prompt and equitable disposition of grievances and to establish fair wages, hours, and working conditions for the employees by this Agreement.

For good and valuable consideration, the parties agree as follows:

ARTICLE 1: Recognition

The Employer agrees to recognize and does hereby recognize the Union as the exclusive bargaining agent for the purposes of collective bargaining, as provided by the National Labor Relations Act, for all full-time and regular part-time transporters, lot attendants, downtown support employees, supply chain transporters, overnight lot attendants, overnight transporters, lead PDIs, and lead transporters located at the ABG Rental Car Facility (375 William F McClellan Hwy, East Boston, MA 02128), excluding office clerical employees, confidential employees, managers, guards, and professional employees and supervisors as defined in the Act.

ARTICLE 2: Union Security

Section 1 It shall be a condition of employment that 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 shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union; provided, however, where the effective date of the Agreement is made retroactive, the words "execution date" shall be substituted for the words "effective date" in the foregoing Union Security clause.

Section 2 This Agreement shall apply to all employees covered by this Agreement irrespective of membership or non-membership in the Union.

Section 3 Two (2) weeks from the date of the execution of this Agreement the Employer shall submit to the Union a list of names of all employees in the bargaining unit indicating each employee's initial hiring date.

Section 4 Thereafter, the Employer shall submit to the Union, the names, addresses, phone numbers, employee ID number, and hiring dates, and hourly rates of all new employees and, in addition, notice of any employee rehired. Such written notice will be furnished to the Union on a monthly basis. This provision shall apply only to employees in the bargaining unit.

ARTICLE 3: Check-off

Section 1 The Company, upon written authorization of the employee, shall deduct applicable dues from such employee, the Union dues, initiation fees, assessments and deductions for the current month and promptly remit same to the appropriate officer of the Union (for purposes of this article, promptly shall mean: by the end of the same month). If dues are not deducted in one month for any reason, they shall be deducted the following month and promptly remitted to the appropriate office of the Union. The amount of such dues, initiation fees and assessments are those currently in effect or as may hereinafter be established. The deduction of initiation fees may be split as specified on a payroll deduction form. All forms required to complete this process including the employee's written authorization/payroll deduction form shall be supplied by the Union.

Section 2 The Company will deduct the assessments and applicable dues every pay period. When an employee quits, is discharged or is laid off, any of the foregoing amounts due will be deducted from the last pay payable.

Section 3 PAF (Political Action Fund): The Company agrees to deduct each pay period, a specific amount of money, from the wages of employees as they voluntarily authorize on forms provided by IUE-CWA Local 201 and transmitted to CWA PAF. These deductions shall be accumulated monthly and transmitted by the last pay period of each month, along with a list of names, Social Security numbers and the amount deducted for each employee. The PAF authorization form will be attached for reference to this Agreement.

ARTICLE 4: No Strike/No Lockout

Section 1 For the duration of this Agreement, the Union, its officers, directors, agents, representatives, and members, and all members of the Bargaining Unit, shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, sit-down, sit-in, slow-down, cessation or

stoppage of work, boycott, picketing or other interference with, or interruption of work at any of the Employer's operations, even where the underlying dispute between the parties is non-arbitrable. Violation of this section by any employee shall be grounds for discharge.

Section 2 In the event that there is a violation of the No Strike provision, the Employer need not resort to the grievance and arbitration provisions of this Agreement, but shall retain the right to pursue any legal remedy. Furthermore, any violation of this provision shall constitute just cause for immediate disciplinary action, up to and including discharge, and such discipline shall not be subject to grievance and arbitration. Any individual discharged for violating the No Strike provisions shall forfeit all right to any accrued benefits normally paid upon termination, to the extent permitted by law.

Section 3 In consideration of this No Strike pledge by the Union for the duration of this Agreement the Employer shall not lock out its employees for the duration of this Agreement.

ARTICLE 5: Anti-Discrimination

Section 1 The term "Employee" as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended it will apply to the feminine gender as well.

Section 2 The Company, either in hiring, promoting, advancing, assigning to jobs, or with respect to any other terms or conditions of employment, will not discriminate against any employee because of Union membership or activity authorized by the Union, which is not in violation of this contract, age, gender, race, creed, color, marital status, disability, veteran status, national origin, sexual orientation, gender identity, language or religion.

Section 3 If an employee files a discrimination claim with any state or federal court or agency, the Company and the Union agree that the employee and the Union waive their respective rights to grieve or arbitrate any grievance based on the personnel action that forms the basis for the discrimination claim. If a grievance has already been filed or arbitrated before or at the time the discrimination charge is filed, any remedy already granted shall be vacated and any pending arbitration shall be cancelled.

ARTICLE 6: Management Rights

All management rights not expressly curtailed or surrendered by this Agreement are reserved to the Company. The Company's rights may not be exercised in a manner that conflicts with the provisions of this Agreement, and disputes concerning the same are subject to Article X, Grievance Procedure. Such management rights include, but are not limited to, the right: to establish the hours of work and the scheduling of work, both above and below forty (40) hours; to hire, terminate, discipline, promote or demote employees for just cause; to increase or decrease the number of employees and classifications of employees; to promulgate, revise and enforce reasonable work rules and rules of conduct including a drug & alcohol policy; to establish or revise standards of work and job content; to reduce the workweek as may be necessary for economical and efficient operations; to assign employees to any unit work irrespective of classification, as may be necessary for economical and efficient operations; to adjust work schedules to meet the requirements of efficiency.

ARTICLE 7: Union Rights

Section 1 Authorized agents of the Union shall have access to the Employer's establishment during regular business hours for the purpose of adjusting disputes and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule and such Union agent has notified the Employer of his/her presence.

Section 2 Bulletin Board: The Employer will provide an area or bulletin board for posting of Union information.

ARTICLE 8: Shop Stewards

Section 1 The Company recognizes the right of the Union to appoint or elect a Chief Steward and stewards for the bargaining unit. The Union must notify the Company in writing of the name of the Chief Steward and stewards.

Section 2 The Company recognizes that the Chief Steward and the Business Agent (or his/her designee) have the responsibility to administer the Agreement and to investigate witnesses. The authority of the Chief Steward and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances to the Company or the designated Company representative in accordance with the provisions of the collective bargaining agreement.
- (b) The collection of dues when authorized by appropriate local Union action.

The transmission of such messages and information which shall originate with and are authorized by the Local Union or its offices, provided such messages and information:

1. have been reduced to writing; or;
2. if not reduced to writing, are of a routine nature.

Section 3 The Chief Steward and Stewards shall have no authority to take unauthorized strike action, slow down, work stoppage, or any other action that seriously interferes with or disrupts the Company's business or operation in violation of this Agreement.

Section 4 New Hire Orientation: The Union through a Shop Steward or Business Representative shall have thirty minutes (30) during the new hire orientation to meet with the employee(s) for the purposes of filling out Union paperwork and orienting the employee to Union membership. It's understood that this time will be paid for by the employer and participation shall be voluntary for the new hires. The Employer agrees to notify the Union of when the orientations will take place as far in advance as possible.

Section 5 For purposes of layoff, the Chief Steward shall be considered to have the highest seniority in their classification.

Section 6 Time spent in grievance meetings by the Chief Steward and Steward during such employee's regularly scheduled hours will be unpaid. With prior management approval, the Chief Steward and Stewards will be given up to sixty (60) minutes prior to the Step 1, Step 2 and Step 3 meetings in order to investigate and/or confer with the employee and Business Agent (or designee). It is recognized that the Employer has the right of determination as to when a Chief Steward and Stewards may be off the job for the purpose of conducting the investigation of a grievance. It understood and agreed that the Chief Steward and Stewards shall not disrupt the operations of the business and shall receive management approval prior to leaving their workstation in order to conduct an investigation or participate in a grievance meeting. Such permission shall not be unreasonably withheld.

Section 7 The Company agrees to grant necessary time off, without pay or loss of seniority, to the Chief Steward, Stewards, or committee members to attend official Union business (monthly meetings), up to a maximum of twelve days (12) per calendar year, and no more than 5 days in any given month. The Company shall be notified, in writing, at least five (5) calendar days in advance of the Union's intention or as soon as the

Union is aware if business needs permit. The notice will specify the length of time off. Additional time off may be granted for the Educational Seminar and other Union conventions. It is understood that such requests may be denied if adequate staffing levels are not in place. The Company agrees that requests under this section will not be unreasonably denied.

ARTICLE 9: Grievance and Arbitration Procedure

Section 1 Grievances may be filed by an employee or a group of employees, a steward or the local. The right to process and settle grievances is wholly, to the exclusion of any other means available, dependent upon the provisions of this Article. The Union and Employer agree to act promptly and fairly in all grievances.

Section 2 The Union shall not be required to press employee grievances if, in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decisions of Boards and Arbitrators, the Union shall be the exclusive representatives of the employee(s) covered.

Section 3 The processing, disposition and/or settlement by and between the Union and the Employer of any grievance or other matter shall be absolute and final and binding on the Union and its members, the employee(s) involved and the Employer. Likewise, as to hearings and the final decisions of a Board or Arbitrator.

Section 4 A Board or Arbitrator shall have no power to add to or subtract from or to disregard, modify or otherwise alter any terms of this or any other agreement(s) between the Union and Employer or to negotiate new agreements. Board and/or Arbitrator powers are limited to interpretations of and a decision concerning appropriate application of the terms of this Agreement or other existing pertinent agreement(s), if any.

Section 5 Failure to abide by the final decision of a Board or Arbitrator shall be a violation of this Agreement. Either party may, if deemed expedient, seek Court enforcement of any final decisions of a Board or Arbitrator.

Section 6 All grievances concerning the interpretation of this Agreement shall be subject to the grievance procedure set forth below. The parties agree that it is their intent that all grievances shall be promptly processed in strict accordance with the procedures and time limitations set forth herein. Any grievance or dispute that is not processed in accordance with the procedures and time limitations shall be deemed

untimely and shall not be subject to arbitration. The time limits set forth in this Article may be extended by mutual agreement of the Employer and the Union, in writing.

Section 7 **Step One:** Should a matter coming to the knowledge of the Union or Employer, give rise to a grievance, such shall be submitted to the Employer, by the Union. The submissions may be oral. Thereafter, the Union and Employer shall diligently seek to reach a fair informal settlement. Grievances arising under the Discharge and Suspension Article must be submitted to the Employer within ten (10) working business days after the employee's request for an investigation, as therein provided, otherwise the same are barred. No other grievance or claim of violation shall be recognized unless presented within ten (10) working days after the date of first knowledge of the occurrence causing the claim or grievance. The respective manager will render their decision in writing within five (5) working days, excluding weekends and holidays.

Section 8 **Step Two:** If an informal settlement is not reached, pursuant to Step One, within ten (10) working days from the time the grievance is originally submitted, the matter shall be submitted in writing, to the Employer by the Union with a request for a Step Two meeting between the **Human Resources Generalist** and the Union. The Human Resources Generalist will render their decision in writing within ten (10) working calendar days, excluding weekends and holidays after the Step Two meeting. If the Employer's answer is not satisfactory to the Union, the grievance may be taken to Step Three.

Section 9 **Step Three:** If the grievance is not settled at Step Two, the Union may appeal the grievance to the **Vice President of Administration** in accordance with provisions outlined in this section of this Agreement. However, they must do so, in writing, within ten (10) calendar days of the Employer's answer at Step Two. The Chief Steward (or their designee) and the Business Agent (or their designee) will be present for this meeting. The Employer will render their Step Three decision in writing, with a copy provided to the Union, within fifteen (15) calendar days after presentation to them. If the Union does not notify the Employer of an intent to process through Step Three, in writing, within said ten (10) calendar days, the grievance shall be considered untimely and shall not be subject to arbitration.

Section 10 If the grievance is not settled at Step Three, the Union may appeal the grievance to arbitration in accordance with provisions outlined in the arbitration section of this Agreement. However, they must do so, in writing, within twenty (20) calendar days of the Employer's Step Three decision. If the Union does not notify the Employer of its intent to arbitrate, in writing, within said twenty (20) calendar days, the grievance shall be considered untimely and shall not be subject to arbitration.

Section 11 The Arbitrator shall be chosen by mutual agreement between the Union and Employer and in the event of their inability to agree upon an Arbitrator, the Union or the Employer may request Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) names of Arbitrators for the purpose of determining the dispute. In the event FMCS is unable to render a list of Arbitrators in a timely manner, the parties shall meet to select another arbitration service such as Labor Relations Connection (LRC) or the American Arbitrators Association (AAA). Upon the furnishing of such list of Arbitrators, the Arbitrator to hear this particular dispute shall be selected by alternately striking names from the submitted list, with the party demanding arbitration striking first. In the event the entire panel is unacceptable to either party, the parties may order a new arbitration panel one time for each hearing. The parties shall have a total of thirty (30) calendar days to select an Arbitrator. The cost of the Arbitrator shall be borne equally between the parties.

Section 12 The jurisdiction and authority of the arbitrator and her/his opinion and award shall be confined exclusively to the interpretation of the provision or provisions of this Agreement at issue between the Union and the Employer. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, or to substitute his/her discretion or judgment for that of the Employer.

Section 13 The Arbitrator shall render his/her final typewritten decision which shall be dated, and which shall include orderly and concise Findings of Fact. Copies of the final decision shall, in duplicate, be furnished to the Union and Employer.

Section 14 If the Union and Employer agree that a shorthand, stenotype or other reporter should take the proceedings, the cost incidental thereto shall be shared equally and each shall have access to the record. If the Arbitrator requests that a shorthand, stenotype, or other reporter should take the proceedings, the cost incidental thereto shall be shared equally, and each shall have access to the record. If the Union or Employer provides their own separate means for recording the proceedings, such shall not, as a matter of right, be available to the other. The decision in writing of the Arbitrator on the merits of any grievance properly adjudicated within his/her jurisdiction shall be final and binding upon the employee, the Employer, and the Union; except that the Employer or the Union may petition any court of competent jurisdiction to vacate any award or part thereof which exceeds the Arbitrator's jurisdiction or authority or otherwise as provided by law.

ARTICLE 10: Discipline

Section 1 Just Cause: No employee(s) shall be warned or suffer suspension or discharge except for just cause and in strict accord with the provisions of this Article and such must be in writing and dated.

Section 2 Discipline/Time Limits: Warning notices not given and suspensions and discharges, except as hereinafter provided, not executed within fifteen (15) calendar days of any given incident are null and void. However, if the Employer's knowledge of the incident is not immediate, discipline founded thereon must be executed within fifteen (15) calendar days of the time the Employer acquires knowledge of the same, but in no event more than forty-five (45) days following the incident. The time limits in this section may be extended by mutual agreement, in writing. Agreement to extend these time limits shall not be unreasonably withheld.

Section 3 Discipline and Discharge:

(a) The Union, on behalf of any bargaining unit employee, shall have ten (10) workdays from the date the employee receives a copy of the warning notice of a warning issued, excluding Saturdays, Sundays and Holidays within which to file a written protest to the warning notice and shall have the same time to file a protest against any suspension or discharge. In both cases, the Union's protest must be made in writing to the employer, and such protest shall be treated as a grievance and be processed according to the procedures set forth in Article 9, Grievance and Arbitration Procedure.

(b) Disciplinary notices, including notices of warning, suspension or discharge, shall be considered delivered when handed to the employee or sent via certified mail to the employee's last known address and a copy of such notice is emailed to the union. The timeline to protest in 10.03(a) above shall start either when the disciplinary notice is handed to the employee or the day the certified letter is signed for.

ARTICLE 11: Drug and Alcohol Testing

Section 1 The Company has the right to have employees tested for drug and/or alcohol usage for reasonable suspicion or post-accident at a testing facility pursuant to standard testing and chain of custody protocols. The Company will make a reasonable effort to inform the Steward of the need for testing if they are on duty at the time the determination is made.

Section 2 The Company will pay the costs associated with such testing. If the employee tests negative, the Company will pay the employee for lost work time.

ARTICLE 12: Seniority

Section 1 Calculation of Seniority: An employee's seniority shall be computed from original hire date by the Employer in any capacity within the bargaining unit, unless the employee has previously lost seniority for a reason set forth in Article 12, Section 3, Loss of Seniority and, except that a new employee shall be on probation for the first ninety (90) days. New employees shall be placed on the seniority list and given seniority rating as of the first (1st) day he/she was hired by the Employer. There shall be no responsibility for re-employment of probationary employees if they are discharged.

Section 2 Application of Seniority: Bargaining unit seniority shall prevail in the reduction and restoration of forces provided the senior employee shall be capable of performing the work. Layoffs will be by classification. If layoffs occur for more than three (3) months, the Employer shall provide the employee with either five (5) days' notice to the employee or five (5) days' pay, in lieu thereof, in event of a layoff.

Section 3 Loss of Seniority: An employee shall cease to have seniority rights, and therefore be considered terminated, if the employee;

- (a) quits the Employer or retires;
- (b) is discharged for just cause;
- (c) does not return to work, or does not notify the company on their intent to return within five (5) business days after receipt of a recall notice by the Employer sent by Certified Mail, Return Receipt Requested to the last address on file with the Employer, with a copy sent to the Union by Regular Mail, unless the employees have a reasonable excuse, in the Company's discretion; ex: having to give notice to current employer;
- (d) is laid off for a continuous period of nine (9) months and not applicable to new hire probationary employees; and (parties may agree to extend this period);
- (e) fails to return from an approved personal medical leave of absence, up to a maximum of twelve (12) months, provided the employee complies with any Company requests for medical certifications;
- (f) leaves the bargaining unit (30 day Buffer to return to the bargaining unit from non-represented positions with the company).

In any of the foregoing cases, the employee's seniority with the Employer shall be considered terminated.

Section 4 Part-Time Employees: Part-Time employees are those who are regularly scheduled to work twenty-four (24) hours in a week. The days and hours to be worked by part-time employees shall be designated by the Company. Part-time employees shall accrue seniority on a separate seniority list. Part-time employees will be laid off and recalled by their bargaining unit seniority date and will be laid off prior to full-time employees in the applicable job classification.

Section 5 In the event there is a vacancy to be filled within the bargaining unit and no employee has prior recall rights to the job through layoff, the Employer shall post such vacancy for five (5) days and those employees who are interested may sign up on the posting indicating their desire to be considered. Employees who are interested in being considered for job classifications within the bargaining unit should inform the respective District Managers as to their desire in writing. In the event two (2) or more interested employees are qualified, seniority will be the determining factor. Determinations as to whether an interested employee is qualified shall be made in the sole and exclusive judgment of the Employer. Subject to the grievance procedure if a dispute shall arise.

ARTICLE 13: Working Hours and Overtime

Section 1 It is understood and agreed that because of the nature of the Employer's business, the operation shall be on a twenty-four (24) hour, seven (7) day a week basis. Established shifts shall be 7am-3:30pm, 8am-4:30pm, 9am-5:30pm, 3pm-11:30pm excluding the lot attendants.

Section 2 Employees shall receive a thirty (30) minute unpaid lunch break on any shift longer than six hours. The Employer will make every effort to accommodate employees that make a formal request to be scheduled two (2) consecutive days off.

Section 3 Shift schedules for full-time and part-time employees, including days off, shall be bid on the basis of seniority within each bargaining unit classification. A minimum of Two (2) shift bids a year will be conducted by seniority at each location. One of the bids will take place between March 1 and March 31 and the second bid will take place between October 1 and October 31. The Employer may, in its sole discretion, schedule an additional shift bid each year.

Section 4 The Employer shall make a reasonable effort to make all employees aware of each shift bid by providing them with a copy, in writing, and posting

electronically, at least five (5) days in advance. If an employee fails to bid and shifts are vacant at the end of the process, the Employer may assign such shifts at its discretion. The employees will begin working the new schedule on the second Saturday following the close of the bid.

Section 5 Overtime of four (4) hours or less shall be offered in seniority order by job classification to employees who are going off duty at the time that the overtime is scheduled to begin, then to employees who are coming on duty (early-in) on a rotational basis. Overtime of more than four (4) hours shall be offered in seniority order by job classification to employees on a rotational basis, regardless of whether the employee is on duty or off duty, provided the employee is available for the overtime hours needed. The Employer may also extend overtime hours to part-time employees by classification as needed.

(a) Due to the nature of the business, in the event that the employee or employees up next by order of seniority are not physically available for the assignment requiring overtime, the offer will be made to the next available employee by seniority.

(b) The length of time for requests to stay late or on overtime shall be communicated accurately.

Section 6 For the purposes of offering and tracking overtime, the Company will utilize a Volunteer Overtime Sheet. Employees qualified to perform the job functions can sign up on the Volunteer Overtime Sheet. The Company will offer the Overtime by seniority order based on individual employee availability sheets. Once an employee accepts the overtime that day, it is considered a Scheduled Shift. If the employee fails to report to the Overtime Scheduled, then the employee will be disciplined in accordance with Company Policy.

Section 7 All regular employees covered by this Agreement will be paid time and one-half (1 ½) for all hours worked in excess of forty (40) hours per week. Part-time employees who work overtime (over forty (40) hours) will receive time and one-half (1½) overtime pay. Holiday, vacation, and sick time paid will not be considered as time worked for the purposes of overtime calculation.

Section 8 Job Vacancies: Lead Positions will be voluntary and be selected based on qualifications as determined by management. All job vacancies shall be posted for five (5) consecutive days and awarded per seniority order (if deemed necessary for production needs). Subsequent openings due to a bid shall be posted and awarded as

described above.

ARTICLE 14: Call in and Reporting Pay

Section 1 Early Call-in: Regular scheduled full-time or part-time employees called in or called back outside of their regular scheduled shift shall be paid at the applicable wage rate, but not less than four (4) hours at the employee's regular rate of pay.

Section 2 Report in Guarantee: Employees who report for work at the regular starting time on their shift for whom work is unavailable shall be provided with four (4) hours' work or four (4) hours' pay in lieu thereof at their regular rate of pay.

Section 3 Early Dismissal: While the employer will make every effort to provide 8 hours of work to every full time employee, in the event the company wishes to shorten any given work day, the company will ask for a voluntary Lack of Work for the remainder of the shift from the highest seniority member to the lowest. In the event nobody volunteers, early dismissal shall be from the lowest seniority to highest, by classification, the part time list must be exhausted before dismissing from the fulltime list.

ARTICLE 15: Higher Rated Work

Section 1 Employees normally shall be assigned to work in their own classification. In the event of an emergency or shortage of work, the employee may be assigned to other work, but if it is higher rated work, (EX: Transporters to PDI), the employee will be compensated the difference between the start rate for their current job classification and the start rate for the higher classification they are temporarily assigned to for all hours worked in excess of one hour in that classification. This payment will be for all hours worked in that classification, at a minimum of two hours per day. If the assignment is over one hour, the first hour will be paid as higher rated work.

ARTICLE 16: Lead Positions

Section 1 The Company will appoint and assign Leads positions including their hours of work at its total discretion. Leads will be paid one dollar (\$1.00) per hour premium over and above their regular hourly wage rate.

ARTICLE 17: Working Conditions

The Company will provide and maintain a safe working environment to minimize accidents and health hazards. All booths, work areas, and breakrooms shall have working heat, fans, and lights. Shuttler vans shall be equipped with a working heating

system and AC system. The Employer shall provide an area The parties acknowledge that a third-party currently provides facilities suitable for lunch breaks with the necessary appliances, refrigerator, microwave etc., and maintains and treats all surfaces outside of buildings where FleetLogix employees work, i.e., salting parking lots, snowplowing etc. The Company or the third party shall provide suitable lavatories with soap and water. The parties further acknowledge that should circumstances change and suitable facilities are no longer provided by a third-party, the parties will agree to bargain over facilities.

ARTICLE 18: Leave of Absences

Section 1 Any employee desiring a leave of absence (“LOA”) from their employment shall secure written permission from the Employer. An LOA granted by the Employer shall not interrupt the continuity of seniority, providing the employee on such leave does not take another job. LOA may be granted solely at the Employer’s discretion.

Section 2 During the slow season between November 1st through March 31st each year, an employee may be granted up to three (3) months unpaid LOA, at the sole discretion of the Employer.

Section 3 During the months of May and September, unpaid LOA may be granted up to thirty (30) days, at the sole discretion of the Employer.

Section 4 No Leave of Absences will be allowed during the months of June, July and August of each year. Appropriate leaves of absence will be in accordance with Federal, State or City compliance as required.

ARTICLE 19: Vacation

Section 1 Eligible full time and part time employees shall be entitled to vacation, with pay at their straight time hourly rate, following completion of their probationary period, on a pro-rated basis every January 1 according to the following schedule:

(a) Eligibility and Pro-Rata: Effective upon ratification, any employee with continuous service as of December 31st of the previous calendar year, shall receive with pay, the following:

Years 1-2:	1 week (five days)
Years 3-4:	2 weeks (ten days)
Years 5+:	3 weeks (fifteen days)

Section 2 During the first year of this Agreement, the amounts above will be pro-rated dependent on when the Agreement is ratified. For example, if the Agreement is ratified in May, employees would receive 7/12 of any vacation time pursuant to the schedule above.

Section 3 Part time: Vacation based on average hours worked over the past fifty-two (52) weeks.

Section 4 Full time: Vacation based on 40-hour workweek.

Section 5 Vacation shall be paid out on the employees normal Bi-Weekly paycheck in which the vacation period falls. All vacation must be used in the calendar year in which it was earned. Use it or lose it.

Section 6 A Vacation list shall be posted annually between December 1 and December 31 of each year for the purpose of vacation selection by employees. Employees shall select vacation in order of seniority. Any vacation that is not selected by January 1 will be scheduled and approved on a first come first serve basis. It is agreed to and expected that management will schedule the remaining vacation allotment before the end of the year.

ARTICLE 20: Holidays

Section 1 Holiday Schedule: Eligible employees shall be entitled to holiday pay for the following holidays:

New Year's Day
Fourth of July
Thanksgiving Day
Christmas Day

Section 2 Eligibility: In order to be eligible for holiday pay under this article, employees must have completed 90 days of employment.

Section 3 Part-time employees will receive holiday pay based on average hours worked over the past fifty-two (52) weeks at their regular rate. Full-time employees will receive 8 hours of holiday pay at their regular rate.

Section 4 All eligible employees shall be entitled to the following holidays at their regular hourly rate. Any employee who works on a holiday shall receive time and one half (1-1/2) for all hours worked in addition to holiday pay.

Section 5 If a holiday falls during an employee's scheduled vacation period the employee will receive an additional day off with pay. In the event of a reduced Holiday work schedule, shifts will be posted for bid by seniority. The actual Holiday work schedule will be posted as far in advance of the Holiday as possible, no less than one (1) weeks before the Holiday. The bidding will be by seniority among those employees scheduled to work on the Holiday. In the event of insufficient volunteers, the most junior employees will be required to work.

Section 6 Employees must work the last scheduled day before the holiday and the first scheduled day following the holiday in order to qualify for Holiday Pay, if allowable by law. Employees on approved paid leave or unpaid statutory leaves of less than one week in duration before or after a given holiday qualify for holiday pay. However, employees on long-term leaves of absence, including but not limited to PFMLA, FMLA, personal leaves of absence, leaves as a reasonable accommodation under the ADA or state law, or other extended absences, will not be eligible for holiday pay.

ARTICLE 21: Personal Days

Section 1 Effective upon ratification, all employees covered by this Agreement with one (1) year or more seniority shall receive personal days with pay according to the schedule below every January 1st. An employee who reaches his/her anniversary date during the calendar year shall receive a pro-rated share of his/her personal days to January 1st of the following year. Thereafter, he/she shall be entitled to the full amount each calendar year.

(a) After one (1) year of service:

- (i) Full-Time Employees: Two (2) Personal Days
- (ii) Part-Time Employees: One (1) Personal Day

(b) After five (5) years of service:

- (i) Full-Time Employees: Three (3) Personal Days
- (ii) Part-Time Employees: Two (2) Personal Day

Section 2 Employees must submit a written request to the Manager no less than fourteen (14) days prior to the date they would like to take the personal day off. These requests shall not be unreasonably denied. Requests less than fourteen calendar (14) days in advance may be denied at the sole discretion of the company. Approval is dependent upon the efficient operations of the site. The Company will inform employees

of its decision within five (5) days of the date of the request, if the request is for time off more than five days in advance. For requests for personal time with less than 5 days' notice, the Company will inform employees of its decision as soon as is reasonably practical given the circumstances.

ARTICLE 22: Sick Leave

Workers will earn one hour of earned sick leave for every 30 hours worked. Sick time accrues at the rate of one (1) hour for every thirty (30) hours worked per benefit year, up to a maximum of 40 hours. Employees may use up to 40 hours of accrued sick time per benefit year. Accrual of sick time begins on the employee's first date of actual work, but employees may not use such earned sick time until 90 calendar days after their start date. Sick time is not payable on termination of employment. Use of sick leave shall be governed by and permitted for any purpose allowable under Massachusetts law.

ARTICLE 23: Jury Duty

Section 1 When an employee, covered by this Agreement, is called upon for jury service in any municipal, county, state or federal court, he shall advise the Company upon receipt of such call and if taken from his work, for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service, provided he exhibits to the Company his properly endorsed check and permits the Company to copy the check or voucher he received for such service.

Section 2 The amount the employee shall be reimbursed shall be determined by subtracting the amount he received for such service from the amount he would have earned at his regular straight time hourly rate, during the regular working hours he missed while performing such service. Jury Duty compensation shall be limited to eighty (80) hours per calendar year.

ARTICLE 24: Bereavement Leave or Observance

Section 1 If an employee covered by this Agreement and/or any supplement hereto suffers a death in the immediate family, such employee shall be eligible for up to three (3) working days off with pay, as long as the (3) days fall on the employees normally scheduled work days.

Section 2 The days that are paid are as follows: Day before Funeral (observance), day of funeral (observance) and day after funeral (observance). If any or all of these three (3) days fall on an employees' normal work schedule, then the employee would be paid for the days scheduled, to attend the funeral service or to grieve.

Example #1: Employee's Normal Work Schedule is Monday through Friday. The funeral is scheduled for Thursday, the employee would be paid to attend the funeral on Wednesday, Thursday and Friday, since these were their normal scheduled work days.

Example #2: Employee's Normal Work Schedule is Monday through Friday. The funeral is scheduled for Saturday, the employee would be paid for Friday, but NOT Saturday and Sunday, since it is not their Normal Scheduled Work days.

Section 3 Immediate family shall be defined as a wife, husband, registered domestic partner (via local/state registry or Company affidavit of domestic partnership), son, daughter, step-children, mother, father, brother, sister, mother-in-law, father-inlaw (as long as the employee is still legally married).

Section 4 Employees may be required to provide reasonable proof of a death in the family.

ARTICLE 25: Health Insurance

Section 1 FleetLogix will offer all full-time employees a Comprehensive Health Insurance Plan that meets the Federal ACA minimal requirements.

Section 2 The Monthly Health Insurance Premium will be as follows:

- (a) Employer Contributions 78% monthly premium.
- (b) Employee Contributions 22% monthly premium.

Section 3 Participating employees will be governed by the rules and regulations of said Plans and will make the necessary contributions as established by the Company. The Company reserves the right to modify, add to and delete from the terms of the Plan in its entirety within the ACA requirements.

ARTICLE 26: Retirement

Bargaining Unit employees shall be eligible to participate in the FleetLogix, Inc. 401(k) according to the terms of the plan.

ARTICLE 27: Employer-Provided Handheld Scanners

It is understood that the Employer will continue to require employees to use the

Employer-provided scanners. There will be no changes to how the Employer utilizes scanners during the term of this Agreement.

ARTICLE 28: Successorship

Successorship: The Agreement between IUE/CWA Local 201 and FleetLogix, Inc. shall be binding upon the parties, transferees, and assigns. The Employer agrees to notify any potential purchaser of this Agreement.

ARTICLE 29: Separability and Savings

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement. If such negotiations shall not result in a mutually satisfactory agreement, the parties agree to be bound by the findings of the tribunal of competent jurisdiction.

ARTICLE 30: Duration (CONTINGENT ON EXECUTION DATE)

Section 1 This Agreement shall be effective as of June XX, 2025 and shall continue in full force and effect through June XX, 2028, and thereafter it shall be considered to be renewed for successive twelve (12) month periods, unless at least sixty (60) days prior to the expiration date of June 30, 2027 or at least sixty (60) days prior to the expiration date of any such successive twelve (12) month effective period thereafter, either party shall serve written notice upon the other that it desires cancellation, revision or modification of any provision or provisions of this Agreement.

Section 2 IN WITNESS WHEREOF, the Union and the Employer have caused this Agreement to be executed in their names by their duly authorized representatives.

FleetLogix, Inc.
For and on behalf of the Company:

IUE/CWA Local 201, AFL-CIO
For and on behalf of the Union:

XX

XX

Date: _____

Date: _____

APPENDIX "A": Wages

Section 1 All new hires and employees with less than one year of service: \$15.50.

Section 2 Wage Schedule:

Effective Date	<2 Years (Increase/New Rate)	2+ Years (Increase/New Rate)
Date of Ratification	\$0.55/\$16.05	\$0.55/\$16.05
1/1/26	\$0.20/\$16.25	\$0.75/\$16.80
1/1/27	\$0.50/\$16.75	\$0.63/\$17.43
1/1/28	\$0.50/\$17.25	\$0.57/\$18.00
Total Increase	+\$1.75	+\$2.50

Section 3 Longevity Bonus: If any bargaining unit employee reaches their 2 year anniversary date during the life of the Agreement, they shall receive an increase to their rate equal to the difference between the <2 years rate and 2+ year rate of that year, effective on their anniversary date.

(a) Example: Employee X was hired on March 1, 2024. On the Date of Ratification, they receive a \$.55/hour increase. On January 1, 2026, they receive a \$.20/hour increase. They reach their 2 year anniversary date on March 1, 2026. Effective March 1, 2026, they shall receive an additional increase of \$.55/hour (2+ year increase Minus <2 year increase), and thereafter receive increases of \$.63/hour on January 1, 2027, and \$.57/hour on January, 1, 2028.

Section 4 In the event the applicable federal or state minimum wage is increased during the life of this contract, employees shall receive the greater of the rates set forth above, or the applicable federal or state minimum wage.

Section 5 The parties agree that any pending unfair labor practices, grievances, or arbitration demands shall be withdrawn and dismissed with prejudice upon ratification.

APPENDIX “D”: THC Positive Test Memorandum of Understanding

The following language will apply in addition to ARTICLE 11: Drug and Alcohol Policy:

Section 1 **Employer Standards and Safety Requirements:** The Employer retains the right to maintain a safe, productive, and drug-free workplace. The Employer has the right to have Employees tested for drug and/or alcohol usage pre-hire, upon reasonable suspicion, and in post-accident situations. The mode and methods of drug testing shall be determined in the Employer’s sole discretion, but may include urinalysis, oral fluids/saliva testing, or any other means of determining the presence of drugs or alcohol in an Employee’s system. Employees are strictly prohibited from using drugs or alcohol, including marijuana/THC at work and prohibited from reporting to work or performing work while under the influence of marijuana/THC or while otherwise impaired.

Section 2 **Impact of Positive THC Test:** A positive test result for marijuana/THC shall not, standing alone, be considered a violation of this policy or grounds for discipline or disqualification from employment, unless accompanied by independent evidence of impairment while on duty or reasonable suspicion of on-duty use or impairment.

Section 3 **Impairment and Reasonable Suspicion:** The Employer may require drug testing and take appropriate disciplinary action, up to and including termination, when there is a reasonable suspicion that an employee is under the influence of marijuana/THC during working hours or while performing work. Reasonable suspicion may be based on observed behavior, speech, appearance, performance issues, or other articulable and objective indicators of impairment. The Employer shall determine the existence of reasonable suspicion in its sole discretion, based on the facts and circumstances available at the time.

Section 4 **Testing Procedures and Confidentiality:** All drug testing shall be conducted in a lawful manner, using reliable testing methods and appropriate chain-of-custody procedures. The Employer shall take reasonable steps to protect the confidentiality of drug test results and will provide the employee a copy of any positive result upon request.

Section 5 **Compliance with Law and Employer Policy:** Nothing in this provision shall be construed to require the Employer to tolerate or accommodate on-duty impairment, unsafe behavior, or performance deficiencies attributable to marijuana/THC use. The Employer's policies and obligations under state and federal law remain fully applicable.