

Memorandum of Agreement
between
Quality Custom Distribution (the "Company")
and
Drivers, Chauffeurs, and Helpers, Local Union No. 639 and
Warehouse Employees Local Union No. 730
August 27, 2020

The collective bargaining agreement between D.P.I. Mid Atlantic, Inc. and D.P.I. Dedicated Logistics Inc. and Drivers, Chauffeurs, and Helpers, Local Union No. 639, and Warehouse Employees Local Union No. 730 effective July 28, 2016 through July 27, 2020, as extended through August 29, 2020, is hereby extended for five years through July 28, 2025 with the following changes only.

1. The document of tentative agreements, including multiple prior housekeeping agreements including eliminating sections relating to DPI Mid Atlantic and replacing DPI Dedicated Logistics with Quality Custom Distribution (the "Company") and other "housekeeping changes" is incorporated into this MOA.
2. WAGES, Section 1: Replace wage schedules with new wage schedule to reflect the following hourly wage increases for employees on payroll during the pay day next following execution and ratification of the Agreement:

For employees other than CDL A Drivers annual increases of \$.60 as follows:

Effective July 28, 2020 - \$.60 per year
Effective July 28, 2021 - \$.60 per year
Effective July 28, 2022 - \$.60 per year
Effective July 28, 2023 - \$.60 per year
Effective July 28, 2024 - \$.60 per year

For CDL A Drivers annual increase of \$.66 as follows:

Effective July 28, 2020 - \$.66 per year
Effective July 28, 2021 - \$.66 per year
Effective July 28, 2022 - \$.66 per year
Effective July 28, 2023 - \$.66 per year
Effective July 28, 2024 - \$.66 per year

In addition, the Company will pay a bonus for those at work on the pay day next following the first full payroll period occurring in December, as follows:

December 2020 - \$500
December 2021 - \$250
December 2022 - \$250
December 2023 - \$250
December 2024 - \$250

3. **Freezer Premium**, Art. 4, Sec.4, p. 6 – \$.25 increase from \$.75 to \$1.00.
4. **Saturday Premium** - Art. 4, Sec. 11 - Delete entire section as it only applied to MidAtlantic so no longer exists.
5. **Night Premium**, Art. 4, Sec. 9, p. 7 – Delete entire second paragraph regarding Class A Driver night shift premium and replace with a new section 11 which provides for a Class A Driver premium instead of the former night shift premium:

“Section 11. CDL A Driver Premium. CDL A drivers holding a CDL Class A license will be paid a premium of \$1.50. The premium will increase to \$1.60 effective July 28, 2022 and to \$1.70 effective July 28, 2024.”

6. **Sunday Premium** - Art. 4, Sec 10, p. 7 - \$.25 increase in Sunday premium from \$1.25 to \$1.50.
7. **Paid Time Off, Art. 6, p. 9**
 - A. **Christmas Holiday**, Art. 6, Sec. 1, p. 9, 1st paragraph - Add: “Associates who work shifts starting on Christmas Day will also receive a \$50 Christmas stipend. “
 - B. **Juneteenth Holiday**, Art. 6, Sec. 1, p. 9, 2nd paragraph– Add new floating holiday on June 19, subject to approval and operating needs and prescheduled with the supervisor; no holiday pay if worked.
 - C. **Peak Time Vacation** - Section 2, Vacation, p. 9, Subsection (b) – Change “two (2) weeks’ vacation” to “three (3) weeks’ vacation” so that Section 2, Subsection(b) will read as follows to reflect the additional changes:

“(b) In order to provide for an equitable distribution of vacation during the peak vacation period, no employee may take more than *three (3) weeks’* vacation during the months of July and August...”
 - D. **UltiPro**, Art. 6, Sec. 2, Subsection (d), Lines 2-3 – Change “via day force” to “via UltiPro or any other similar system”.

- E. **Vacation Carryover**, Section 2, Vacation, p. 10, Subsection (f) – ““Employees may carry over a second week of vacation beyond December 31st so long as the same is used between January 15th and Memorial Day.”
8. **Safety Shoes**, Art. 8, Sec. 4, p. 11 – Change “one hundred twenty-five dollars (\$125.00)” to “one hundred fifty eight dollars (\$158.00)”.
9. **Discipline**, Art.8, Sec. 6, Discipline, Suspension and Discharge, p. 12 –2nd paragraph will read as follows to reflect prior language omitted from previous printing:
- “All disciplinary action will be issued within ten (10) calendar days of the time that the Company became aware of the infraction leading to discipline provided that the investigation is complete. In the case of an ongoing investigation the *Company will notify the Union that additional time is required, not to exceed five (5) calendar days. The Company will provide a copy of all discipline, suspension and termination letter to the Shop steward at the time of issuance and all attempts will be made to electronically send a copy to the respective Local Union within three (3) calendar days of issuance.*”
10. **Tickets**, Art. 8, Section 8 p. 12- Drivers are not responsible for **quiet zone tickets** or fines if, after texting with their supervisor (from a parked position), the driver is instructed by management to make delivery during quiet hours. Drivers will be responsible for paying all traffic tickets they incur, except that drivers will not be responsible for paying for parking tickets while on a delivery.
11. **Temporary Jobs**, Art. 8, Sec. 13, p. 12 – Add after the first sentence: “Where operationally feasible, when the Employer assigns slack work for a substantial part of a shift, it will assign slack work by inverse seniority by the employees working that shift.”
12. **Health & Welfare**, Art. 11, p. 13 – Replace with: “Eligible employees may participate in the QCD health plans with no increase to employee contributions until January 1, 2022. Effective January 1, 2022, employee contributions will increase 2%, and then an additional 2% on January 1, 2023. Employee contributions will increase 3% on Jan 1, 2024 and Jan 1, 2025. Eligible employees hired on or after the effective date of this Collective Bargaining Agreement shall not be eligible for Health and Welfare benefits until the first of the month following successfully completing sixty (60) days of employment.”
13. **Fleet Accident Review Committee**, Art. 16, p. 15 – Change Subsection (f) to read:

“The Company will institute a Fleet Accident Review Committee. The Company will institute a Fleet Accident Review Committee. The Fleet Accident Review Committee shall consist of two (2) Company representatives and two (2) Union stewards. If a driver appeals the decision of the Committee, the decision would go to two (2) other Company representatives and two (2) other Union stewards. If a driver again appeals, the General Manager and the Business Agent will meet and make the decision. If that results in a “tie”, a mutually agreed to “arbitrator” will cast the deciding vote.”

14. Accident & Sickness Program, p. 17 –

Eligible employees will be able to participate in the Company’s short term disability plan which replaced the old DPI plan and the former A&S program on p. 17. The contract will provide for a new section “Short Term Disability” as follows:

“Eligible employees with more than thirty (30 days) of continuous full-time employment and actively at work will be able to participate in the Company’s short term disability plan under the terms and conditions of the plan. The Company may require or request the employee to undergo a functional capacity evaluation test upon full release to duty by the employee’s doctor. An employee may elect to use accrued sick leave prior to utilizing the program.”

15. **401(k)** – Art. 14, p. 14 – Change by deleting old language referring to DPI and replacing it with: “Employees will be eligible to participate in the Company 401(k) plan under its terms.”

All changes are effective as of the date specified or upon ratification. Neither the increases in wages, the bonus, nor any other benefit apply retroactively to any person not on payroll during the full pay period next following the date this MOA is ratified. Any proposals made by the Company are withdrawn without prejudice. This Agreement is subject to ratification by both the Union and the Company. The negotiating teams of both local unions agree to recommend acceptance of this package.

Quality Custom Distribution

Kevin Holmes

Signature

Kevin Holmes

Printed Name

General Manager

Title

9/2/2020

Date

For Local 730

[Signature]
Signature

Ritchie Brooks
Printed Name

President
Title

9-2-2020
Date

For Local 639

[Signature]
Signature

MARK GRINEVICIUS
Printed Name

BUSINESS AGENT
Title

9/2/2020
Date

For Local 730

[Signature]
Signature

CHRISTOPHER BROWN
Printed Name

SHOP STEWARD
Title

9/2/20
Date

For Local 639

Vanessa Proctor
Signature

Vanessa Proctor
Printed Name

Shop Steward
Title

9-3-2020
Date

For Local 730

William A. Gaunreau
Signature

WILLIAM GAUNREAU
Printed Name

SHOP STEWART
Title

9-2-20
Date

For Local 639

Leonard Davis
Signature

Leonard Davis
Printed Name

Shop Steward
Title

9-3-2020
Date

For Local 730

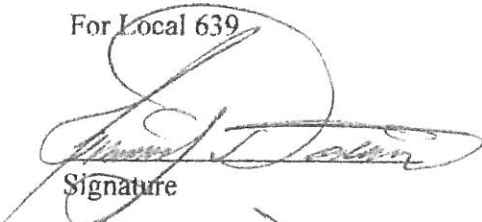
George N. Nunov
Signature

GEORGE N. NUNOV
Printed Name

SHOP STEWARD
Title

9/2/2020
Date

For Local 639

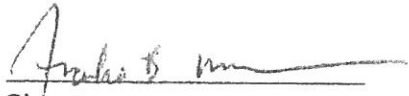

Signature

Jimmy Davis
Printed Name

Shop Steward
Title

9-02-20
Date

For Local 730


Signature

Franklin D. Myers
Printed Name

Recording Secretary
Title

12/1/02/2020
Date