# AGREEMENT

BY AND BETWEEN

**RYDER TRANSPORTATION, INC.**

And

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**LOCAL UNION NO. 222**

Salt Lake City, Utah

May 13, 2017 Through May 12, 2021

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# AGREEMENT

This **AGREEMENT** is made and entered into by and between RYDER TRUCK RENTAL, INC., (hereinafter referred to as the "Company"), located at, 3444 W Directors Row SLC, Ut. 84104 and, INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 222, (hereinafter referred to as the "Union").

## ARTICLE 1 RECOGNITION

**1.1** The Company recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and other conditions of employment for the bargaining unit described in the Decision and Certification of Representation issued by the National Labor Relations Board in Case No. 27-RC-102064, as follows: all full-time and regular part-time Technicians and Service Employees employed by Ryder Truck Rental, Inc. at the Salt Lake City facility located at 3444 W Directors Row, but excluding office and clerical employees, and guards, professional employees, managerial employees and supervisors as defined in the Act.

**1.2** The use of the terms he, she, men or women, shall not be interpreted to refer to members of only one gender, but shall apply to members of either gender.

## ARTICLE 2 RESPONSIBILITIES OF THE PARTIES

**2.1** The Company will not interfere with, restrain, intimidate, or coerce employees because of membership or lawful activity in the Union and agrees that there will be no discrimination because of Union membership.

**2.2** The Union agrees that neither the Union nor its members will intimidate or coerce any employees with respect to their Union activities, membership or non-membership.

**2.3** The Employer agrees within thirty (30) days of the date of hiring to notify the Union of the name or names of all persons hired. The employer further agrees to provide to the Union with a current seniority list on July 1st of each year of this agreement.

## ARTICLE 3 CHECK OFF

The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees, and agrees to remit to said Local Union all such deductions monthly, not later than two (2) weeks after such deductions are made. The Local Union shall furnish or cause to be furnished to the Employer written authorization of each employee for the deduction herein provided. Such authorization is to be in compliance with any and all applicable Federal and State Laws. The Local Union also shall furnish to the Employer a monthly statement showing the names of all employees of such Employer from which deductions have been authorized and the amounts to be deducted in accordance with such authorizations.

## ARTICLE 4 MANAGEMENT RIGHTS

**4.1** All management rights shall be retained and remain exclusively vested in the Company, except insofar as they are specifically surrendered or limited by the express provision of this Agreement.

**4.2** The Company retains the sole right to manage and direct the operation and affairs of the business.

**4.3** The Company retains the sole right to direct the working forces of the Company, including, but not limited to, the right to select and hire, promote, demote, assign, and discipline employees, the right to relieve employees from duty because of lack of work, and the right to make shop and safety rules, except as expressly restricted by the terms of this Agreement. The company also retains the right to assign employees into TIC positions.

## ARTICLE 5 STEWARDS CLAUSE

**5.1** The Steward shall be elected by the Bargaining unit employees covered by this Agreement, and he may request authorization from the Service Manager to leave his post at a reasonable time during working hours for the purpose of ascertaining the facts concerning complaints or grievances and the presentation of such complaints or grievances to the Employer without any deduction from his pay for the time lost from his work for such purposes. This shall not, however, include the time spent off the Employer's premises.

**5.2** The Steward has no authority to take strike action or any other action interrupting the Employer's business except as authorized by official action of the Union.

## ARTICLE 6 DISCHARGE AND DISCIPLINE

**6.1** The Employer will not discharge or suspend any employee without just cause. The Company's approach to progressive discipline shall be as follows:

| | |
|---|---|
| Step 1 | Documented Coaching Session |
| Step 2 | Initial Written Warning Letter |
| Step 3 | Second Written Warning Letter and/or Suspension* |
| Step 4 | Suspension and/or Discharge * |

*Options for discipline will be at management discretion

**6.2** Discipline notices will expire twelve (12) months after the date of the latest step in the progressive discipline process, except in cases where an extension is mutually agreed upon.

**6.3** Safety notices will expire within a rolling twenty-four (24) month period, from the date of the infraction.

**6.4** Performance, Safety and Attendance violations will experience progressive discipline separate from one another.

**6.5** Discharge or suspension must be by proper written notice to the employee affected with a copy sent to the Union. No warning notice need be given in cases of theft, dishonesty, insubordination, being under the influence of narcotics or intoxicating beverages or consuming same while on duty, failure to immediately report any accident which has resulted in personal injury, unprovoked physical assault, permitting an unauthorized person to ride in the Employer's vehicle, willful flagrant destruction of the Employer's and/or employees' property, becoming involved in a motor vehicle accident while driving the Employer's vehicle as a result of negligence, gross disobedience, using an Employer's vehicle for personal use without permission, or an infraction that rises to a similar level of seriousness.

**6.6** Employees will have the right to request the Employee Assistance Program at any time up to the actual request for drug or alcohol testing from the company.

**6.7** In order to be considered valid, warning letters, suspensions and discharges must be received in writing by the employee involved and the Union Hall describing the reason such action was taken within fourteen (14) calendar days from the date of discovery or the date of the alleged violation, whichever is later. A copy will be provided to the Union by email, fax or mail.

**6.8** Employees have the right to ask for Union Representation during any meeting that discipline may be issued.

## ARTICLE 7 HOURS OF WORK AND OVERTIME

**7.1** Overtime at the rate of time and one-half (1½) the employee's base hourly rate of pay for their classification of work shall be paid under the following conditions:

**7.1.1** For all hours worked in excess of forty (40) hours per week.
**7.1.2** Employees will not be sent home early on regular scheduled shifts, to avoid paying overtime.
**7.1.3** Under no circumstances shall there be any pyramiding of overtime pay under this Agreement.
**7.1.4** It is intended by the parties that Employees work a reasonable amount of daily and/or weekend overtime when required by the Company.
**7.1.5** No overtime shall be paid unless authorized by the Employer.

**7.2** The Employer shall distribute overtime by seniority as long as the employee is qualified to perform the overtime work. There may be mandatory overtime if there are specific timeline requirements or excessive workload. An overtime list will be made available to the Union Steward upon request. Employees will be notified of available overtime opportunities as early before the end of a shift as possible. If a sufficient number of volunteers are not available on a particular shift, the Company may require Employees to work in reverse order of seniority. When weekend overtime is available, and a sufficient number of volunteers are not available on a particular shift, Employees on that shift may be scheduled in reverse order of seniority.

**On-Call Duty**

**7.3.1** The Company will post a monthly list, which will allow employees to volunteer for one week at a time after hour's on-call duty on a seniority basis. The senior most qualified employee who volunteers will be offered first opportunity to work overtime. The company shall continue to offer the overtime work by seniority until an employee accepts such work. If no one accepts the work or no one volunteers, the junior most qualified employee will be required to perform the work. Employees will not be permitted to work more than one (1) week of "On-Call Duty" per month.

**7.3.2** Employees performing after hour's on-call duty will be paid an additional one hundred fifty ($150.00) dollars for that pay week for performing the duty. Proposed deviations from this procedure may only be implemented if approved by management at the request of the employees who have signed the list at the location. The after hours, on-call person will also be required to physically handle service calls that occur during this period and will be compensated in accordance with Section 4. Call time is logged by the employee and paid by the employer as work time, at the time the phone call is taken.

**Call-Out Duty**

**7.4** Any employee called out to handle a service call after hours or called in during non-scheduled working hours will be paid based on the following hourly minimums each day:

- First call out per day; will be paid four (4) hours, at time and one-half (1½) the employee's regular hourly rate or actual time worked, whichever is greater.
- Following (Same Day) call outs; will be paid at time and one-half (1½) the employee's regular hourly rate for actual time worked.

**Mobile Service.**

**7.5** Any employee assigned to a mobile service truck to service dedicated, offsite accounts where there is no shop, and the work is performed outside, will receive an additional fifty cents ($.50) per hour in addition to the applicable base rate and shift differential.

**Work In Other Classifications.**

**7.6** In the event an employee is assigned by management to perform unsupervised repairs or rebuild of major components (engines, transmissions, differentials) normally performed by a person in a job classification with a higher rate of pay, for two (2) hours or more, he/she will receive the rate of pay for the higher classification, if the employee meets standard repair times for this job, for all time worked above two (2) hours, for work in such classification.

## ARTICLE 8 HOLIDAYS

**8.1** Each employee who has completed his probationary period shall receive the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Two (2) floating holidays
Thanksgiving Day
Day after Thanksgiving
December 24th
Christmas Day

**8.1.2** Employees who are serving their probationary period are not entitled to holiday pay for holidays falling within the probationary period.

**8.1.3** Employees must contact their Service Manager to request a floating holiday no later than ten (10) days in advance. Emergency requests from employees will be handled on a case-by case basis.

**8.1.4** In the event that any of the holidays enumerated above shall fall on a Sunday, the following Monday shall be observed as the official holiday.

**The provisions covering these holidays are:**

**8.2** All employees covered by this agreement shall receive eight (8) hours pay or ten (10) hours pay, dependent on the assigned schedule at their straight-time hourly rate for un-worked hours on the above holidays including their normally scheduled day of rest. In order to qualify for eight (8) hours or ten (10) hours of straight time pay for a holiday not worked, it is required that regular employees must work the regular scheduled work day, which immediately precedes and follows the holiday.

**8.3** Employees required to work on any of the holidays mentioned above shall in addition be compensated for the hours worked at one and one-half (1½) times their straight time hourly rate of pay, on said holiday.

**8.4** Hours paid for, but not worked on a holiday, will be counted as hours worked for the purpose of computing weekly overtime.

**8.5** The Company agrees that if a holiday falls on an employee's regular day off, at the employee's option, the Company will allow the employee to have either the day before or the day after, off as his holiday.

## ARTICLE 9 GUARANTEED WORK WEEK

**9.1** All regular full-time employees of the Company shall be guaranteed forty (40) hours of work during the work week; said guarantee to be completed in either five (5) consecutive eight (8) hour days, or four (4) consecutive ten (10) hour days during the Company work week, except in a work week in which a holiday occurs, in which event the guarantee shall be either thirty-two (32) hours, or thirty (30) hours dependent on the employee's normally assigned schedule on the holiday.

**The above is subject to the following conditions:**

**9.2.1** An employee who is late or is excused at his/her request from work for a part of a day or a part of a week for any reason whatsoever shall have his guarantee reduced by the number of hours of work missed by such absence.

**9.2.2** An employee who does not report for work on any day or days of the week for any reason whatsoever, or whose services are terminated by discharge for cause, by voluntarily quitting, or lay off for lack of work, shall have his guarantee reduced by the number of hours he could have worked if he had completed the workweek.

**9.2.3** This provision shall in no way be a limitation upon the rights of the Company to reduce the number of its employees if the business of the Company does not justify the employment of any of the employees employed by it.

**9.2.4** The guarantee provided in this Article will not apply if work is not available due to fire, flood, mechanical breakdown, power failure, civil commotion, strike, stoppage of work of any nature, or any cause beyond the control of the Company.

**9.2.5** In situations to insure continuity of service, the employer may utilize temporary agency employees to perform bargaining unit work, only if bargaining unit employees have been offered the work. No bargaining unit employees shall have his or her hours of work reduced by the use of temporary employees.

## ARTICLE 10 SENIORITY

**10.1** Seniority shall be observed with respect to the employees under the jurisdiction of the Union as set forth under Article 1 of this agreement.

**10.2** When a new employee is hired, he shall work under the provisions of this Agreement, but may be disciplined or discharged within the sole discretion of the Management without recourse under the grievance and arbitration provisions of this Agreement. The probationary period for new employees shall be ninety (90) calendar days.

**10.3** An employee's seniority shall commence after completion of his or her probationary period and shall be dated back to the first day of employment at the Salt Lake City facility.

**10.4** In layoffs and rehire where the senior employee is qualified to perform the work, seniority shall prevail.

**10.4.1** Employees laid off shall keep the Company advised in writing of their correct mailing address and cell phone number.

**10.4.2** The Company shall recall employees by certified letter addressed to their last known address, or may contact by phone. Employees recalled after layoff shall notify the Company immediately upon receipt of notice of recall as to whether or not the employee will return to work within a five (5) calendar day period.

**10.5** In case of layoff or job elimination, affected employees may exercise their seniority and bump a less senior employee provided the senior employee meets the requirements to perform the job. When reducing the work force, management will give affected employees five (5) calendar days of notice of the reduction, except in the event of an act of God, strike, or any other event not under the control of management.

**10.6** The Company agrees to post vacancies or new openings, which might occur at the 3444 West Directors Row facility. Qualified employees at the 3444 West Directors Row facility will have the opportunity to bid for such openings. Employer shall post vacancies internally at least seventy-two (72) hours prior to posting externally. All internal applicants shall be considered and given priority.

**10.7** Qualified employees will have unlimited eligibility to bid for positions that represent a promotion. Evaluation of an employee's skill and ability is recognized by the parties as a management function belonging to the Company. The company shall provide a copy of the requirements to the employees wishing to qualify for a higher paying position.

**10.8** Individuals interested in a Technician-in-Charge assignment may submit a written request to the Local Management. When an opening occurs, the individuals who have requested shall be considered for the assignment. If all qualifications are equal the most senior qualified individual will be selected.

**10.9** Seniority shall apply with respect to qualified employees working overtime, however the employee who has been performing the work during the shift will be first offered the overtime. The Company will ask employees to work overtime by seniority and will not force a senior employee to work if junior employees are available to perform the work.

**10.10** All Shifts will be bid by seniority during December of each year. Provided an employee can perform the work, seniority shall prevail. The Company retains the right to make the final determination as to the work complement in each classification and on each shift.

**10.11** Within thirty (30) calendar days after the signing of this Agreement, the Company shall post a seniority list, setting forth seniority of persons covered under this Agreement. Provided no objection is filed by the Union within a period of thirty (30) calendar days, the seniority shall be assumed to be the correct seniority rating of each employee.

**10.12** An employee's seniority shall be terminated and his status as an employee shall cease for the following reasons:

**10.12.1** Voluntary quitting.

**10.12.2** Discharge for just cause under the terms of the Management Clause.

**10.12.3** When an employee is absent from work for three (3) days and does not contact the company.

**10.13 Absence from work**

**10.13.1** Absence from work for twelve (12) months for legitimate medical reasons. Based on individual circumstances, the two sides may extend the time-period, after an appropriate medical evaluation has been submitted by the Employees doctor.

**10.13.2** Any employee administratively terminated after twelve (12) months shall be guaranteed a re-employment offer for any available vacancy for up to six (6) months beyond their administrative termination. Said employee shall be subject to standard re-hiring requirements. Beyond that eighteen (18) month period, the employee may re-apply for employment.

**10.13.3** Former employees who are hired after being administratively terminated, due to the expiration of either a work related leave or personal medical leave will be given an adjusted date of hire. The adjusted date of hire, will be calculated by subtracting the length of time from the employee's termination date to their re-hire date, from their original hire date.

**10.13.4** Employees promoted or transferred to a supervisory position outside of the bargaining unit shall continue to accumulate seniority for a period of ninety (90) days from the date of promotion and thereafter retain, but not accumulate, seniority over bargaining unit employees.

## ARTICLE 11 VACATIONS

**Length of Service**

**11.1** Non-bargaining unit employees shall bid on a separate vacation schedule from bargaining unit employees.

**11.2** Following the pro-rata vacation adjustment, all new employees will be brought to a January 1st through December 31st vacation calendar as follows.

| Month of Hire | Number of Vacation Days in First Year of Hire |
|---|---|
| January | 10 |
| February | 9 |
| March | 8 |
| April | 8 |
| May | 7 |
| June | 6 |
| July | 5 |
| August | 4 |
| September | 3 |
| October | 3 |
| November | 2 |
| December | 0 |

**11.3 Vacations will be allocated in accordance with the following schedule:**

**11.3.1** The year in which an employee has their (1st) first year anniversary date, they will be eligible for two (2) weeks of vacation beginning January 1st of that year.

**11.3.2** The year in which an employee has their (5th) fifth year anniversary date, they will be eligible for three (3) weeks of vacation beginning January 1st of that year.

**11.3.3** The year in which an employee has their (15th) fifteen year anniversary date, they will be eligible for four (4) weeks of vacation beginning January 1st of that year.

**11.4 Vacation Pay.** Vacation pay shall be calculated by the number of hours taken, times (X) the employees present rate of pay.

**11.5 Day at a Time Vacation.** Employees shall be allowed to split up to two (2) weeks of their earned vacation to be taken one day or more at a time. Day at a time vacations shall be paid at eight (8) or ten (10) hours per day, depending on the employees work schedule, times (X) the number of days taken.

## ARTICLE 11 VACATIONS (continued)

**11.6 Vacation Period**

**11.6.1** The right to determine the vacation period shall rest with the Company so as to insure the continuous and proper operation of its business. Seniority will govern in the selection of vacations. The last hiring date of the individual employee shall determine his eligibility for vacation.

**11.6.2** Vacation periods will be scheduled in accordance with Company seniority between January 1st and January 31st of each year. Thereafter vacation periods will be granted on a first come, first served basis, without regard to seniority.

**11.6.3** The vacation calendar will be from January 1st through December 31st during every calendar year.

**11.6.4** After vacation selections have been made, any employee who has scheduled his vacation cannot bump another employee's vacation on the basis of seniority or any other reason. Vacations may not be carried over and will be lost if not taken.

**11.6.5** An employee whose services with the Company are terminated by discharge, resignation or layoff shall, if he has earned his vacation under the terms of this Article, but has not been granted it, shall receive his or her vacation pay and any prorate vacation pay earned.

## ARTICLE 12 CLASSIFICATIONS AND WAGES

The job classifications and rates of pay shall be as set forth in Appendix A, attached hereto and by this reference made a part hereof.

## ARTICLE 13 SHIFT PREMIUMS

A shift premium of $.50 per hour above the employee's established rate of pay shall be paid to all employees who are regularly assigned to the shift designated by the Company as the second (2nd) shift and $.75 per hour for third (3rd) shift.

## ARTICLE 14 WAGES

**14.1** Wage rates, job classifications and modifications for the employees covered by this Agreement have been established by negotiations between representatives of the Company and of the Union are set out in the separate addendum attached hereto and forming a part of this Agreement as if set out in full herein. (Appendix A)

**14.2** No employee who was receiving more than the rate of pay designated in Appendix A for the classification of work in which he was engaged previous to the signing of this Agreement, shall suffer a reduction because of the provisions hereof. Any employee who is demoted in classification will have the right to file a grievance protesting the demotion per the grievance procedures in Article 18

## ARTICLE 15 EMPLOYEE'S EXPENSES

Whenever an employee is making road trips away from Salt Lake City, Utah and its surrounding metropolitan area and by reason thereof is compelled to remain away from home and incur extra expenses for meals and lodging, the Company will reimburse the employee a reasonable amount for meals and lodging on presentation of receipts for expenditures in accordance with company policy.

## ARTICLE 16 NO STRIKES OR LOCKOUTS

**16.1** Neither the Union nor any employees will call, engage in, encourage, condone, participate in, stoppage of work, slowdown, sit-in or boycott during the life of this Agreement. Any disputes arising during the term of this Agreement shall be settled through the grievance and arbitration procedure as provided in Article 18 of this Agreement.

**16.2** The Company agrees that there shall be no lockout of employees and that all disputes arising during the life of the Agreement shall be settled through the grievance and arbitration procedure.

## ARTICLE 17 PICKET LINES

The Employer shall not discipline or discharge an employee for refusing to cross a legally established or sanctioned picket line.

## ARTICLE 18 GRIEVANCE PROCEDURE

**18.1** For the purpose of this Agreement, the term "grievance" means any contractual dispute between the Employer and the Union, or between the Employer and any employee concerning the effect, interpretation, application, claim or breach of violation of this Agreement, or any other contractual dispute which may arise between the parties. Any such grievance shall be settled in accordance with the following grievance procedure:

**18.2** Employees who believe that they have been unjustly dealt with shall hold a verbal discussion between the employee, the Service Manager (SM) or company designated representative and a Union Steward before reducing the grievance to writing. If the issue is not resolved through discussion, then the grievance shall be reduced to writing within fourteen (14) calendar days of the discussion. If satisfaction of the disputed matter is not reached, then the Business Representative of the Union and Service Manager (SM) or company designated representative shall meet within fourteen (14) calendar days in an attempt to resolve the matter. If the two parties are unable to reach agreement, the matter may be submitted to a committee composed of two (2) persons appointed by the Union and two (2) persons appointed by the Company, who shall meet jointly at a time and place mutually agreed upon. The decision by the majority of the committee shall be final and binding upon both parties. The aggrieved employee shall have the right to attend the grievance meeting.

**18.3** If no decision is reached by the Grievance Committee of the disputed matter, then the Union may proceed to formal arbitration within 14 calendar days.

**18.4 Arbitration**

**18.4.1** The Union may submit the matter in dispute to the Federal Mediation and Conciliation Service. The Service will submit a list of five (5) arbitrators from whom the parties will mutually select one arbitrator whose decision in the dispute shall be final.

**18.4.2** Any grievance not settled or appealed to arbitration shall be considered null and void.

**18.4.3** The parties further agree that there will be no stoppages, strikes, lockouts, or slowdowns in work when such disputes or grievances arise and while they are in the process of adjustment and arbitration.

**18.4.4** The decision of the impartial arbitrator shall be binding upon both parties. The arbitrator shall not change, alter, add to, or modify any terms of this Agreement.

**18.4.5** The cost of the arbitrator shall be borne equally by the parties.

## ARTICLE 19 EMPLOYEE SAVINGS PLAN (401(k) Plan)

**19.1** Eligible employees, as defined by the Plan Document, shall have the opportunity to participate in the Ryder System, Inc. 401(k) Savings Plan, under the same terms and conditions generally applicable to Ryder Hourly employees. Uniform changes in the Plan shall be applicable to the employees covered by this Agreement without further negotiations.

**19.2** In the event there is a conflict between the provisions of this Agreement and the Plan Document, the provisions of the Plan Document will control.

## ARTICLE 20 HEALTH AND WELFARE

**20.1** All full time employees covered by this Agreement will be eligible for coverage by the Ryder Health & Welfare Plans in accordance with the policies of said programs. All changes or modifications to the benefit plans will be automatically incorporated as they occur. This includes, but is not limited to, any employee contribution toward health care costs, which may be required by the Company. Employees who do not desire to participate have the option of affirmatively electing no coverage.

**20.2** In the event there is a conflict between the provisions of this Agreement and the Plan Document, the provisions of the Plan Document will control.

**20.3** If the Employee incurs an annual increase in Health & Welfare cost, the employee contribution will not increase any more than ten (10%) percent, per year.

## ARTICLE 21 UNIFORMS

**21.1** The Company will furnish all employees covered by this Agreement with eleven (11) uniforms every two (2) weeks. These eleven sets will be furnished at no cost to the employee. The employee will be charged for all uniforms not turned in at the time of his/her termination of employment with the Company. The Company shall be responsible for the cost of cleaning the uniforms. Management and employees will insure that uniform jackets are laundered on an "as required" basis. The Company shall be responsible for the cost of cleaning the jackets.

**21.2** Proper dress and reasonable grooming standards will be required of all employees. No deviations for the Company's issued uniforms will be acceptable.

**21.3** Employees will comply with all personal protective equipment requirements. Where protective devices are required for the safety of employees, including safety shoes and safety glasses, the employees must wear and/or utilize them when working or in the required areas. Safety equipment will meet prescribed OSHA requirements. Canvas shoes are not acceptable for wear. All equipment described above will be provided at no cost to the employee, with the exception of safety shoes.

**21.4** The employer agrees to furnish and maintain at no cost to the employee any PPE equipment required by the employer, too include but not limited to coats, safety shoes, gloves and welding gloves:

**21.4.1** The Company shall pay up to $150.00 plus tax in conjunction with Ryder's Safety Shoe Policy toward the purchase of one pair of safety shoes, per employee, per year.

**21.4.2** Safety shoes may be purchased from a Ryder-approved vendor, or may be purchased from a vendor selected by the employee. In either case, the safety shoes purchased must meet O.S.H.A. and A.N.S.I. requirements, have a steel or non-metallic reinforced toe, and have a slip resistant sole.

**21.4.3** If an employee's safety shoes are damaged on the job they may be inspected by Ryder and replaced. Ryder will contribute up to $150.00 plus tax toward the replacement.

**21.4.4** Employees will be provided a winter over-coat semi-annually or at any time that the employee demonstrates to management that their coat is worn out and needs replaced.

**24.4.5** Service Employees will be provided a pair of cold weather bib-overalls semi-annually or at any time that the employee demonstrates to management that their bib-overalls are worn out and need replaced.

## ARTICLE 22 JURY DUTY

**22.1** Whenever an employee covered by this Agreement is required to serve on a jury during his regular working hours, the Company agrees to pay such employee the difference between what he receives as jury pay and what he would have received from the Company, had said jury duty not prevented him from being at work, provided that the employee presents to the Company a statement by an officer of the court involved, signifying the time he was called or served on the jury and monies received for such service.

**22.2** It is specifically understood and agreed that for any employee to qualify for the benefits provided under this Article, he must promptly report for work at the Company's premises whenever his presence is not required on the jury, if such periods when his presence is not required, fall during his regular working hours. Employees who have served as jurors for four (4) hours or more shall not be required to report for work immediately following such jury duty.

**22.3** Second or third shift employees who are called for jury duty will be temporarily assigned to first shift for the duration of jury duty as limited under this Article.

**22.4** A maximum of fifteen (15) working days per calendar year will be covered.

## ARTICLE 23 BEREAVEMENT LEAVE

**23.1** An employee covered by this Agreement shall be granted the necessary time off with straight time pay for the purpose of bereavement, according to the following provisions:

**23.2** In the event of death of a member of the employee's immediate family, an employee shall be allowed a reasonable amount of time off, with pay, not to exceed three (3) scheduled work days paid at eight (8) hours or ten (10) hours straight time per day, dependent on the employee's assigned schedule, for the purpose of bereavement.

**23.3** For the purpose of this policy, immediate family is defined as one of the following:

* Spouse / Domestic partner
* Parent or Step-Parent
* In-Laws
* Roommate
* Sibling
* Child / Step Child / Grandchild
* Grandparent
* Relative residing at your home at the time of death
* Anyone serving in the place of one of the above family members, such as a guardian

**23.4** If an employee needs additional time off for bereavement, he may use vacation time, floaters, or make arrangements with his supervisor for unpaid leave pursuant to the "Leaves of Absence" policy.

## ARTICLE 24 SAFETY AND SANITATION

**24.1** The Employer agrees to maintain healthful and sanitary working conditions for the employees, as prescribed by the laws of the City and County of Salt Lake and the State of Utah. The employees, on their part, agree to cooperate in every way to assist the Company in maintaining healthful and sanitary working conditions. Employees are responsible to keep their work area clean.

**24.2** In the event that an employee is required to work by himself, he/she shall be provided a portable communications device to be utilized in case of emergency.

## ARTICLE 25 NON-DISCRIMINATION CLAUSE

The Company and the Union will not discriminate either directly or indirectly, nor will they permit any of their agents, members, or representatives to discriminate against any employee with regards to race, color, sex, religion, national origin, marital status, handicap or age. Equal Employment Opportunity is also extended to Vietnam-era veterans and disabled veterans.

## ARTICLE 26 TOOL INSURANCE

**26.1** Eligible employees will be reimbursed for loss of tools used and stored at the employees' assigned location when the loss is due to one of the following:

**26.1.1** Fire

**26.1.2** Explosion

**26.1.3** Windstorm (including hurricane, cyclone, and tornado)

**26.1.4** Theft or burglary losses will be reimbursed only if there are visible signs of forcible entry into the building or into the locked toolbox, or other evidence of theft.

**26.1.5** No reimbursement will be made for loss of tools of an employee who is off duty and does not have his toolbox locked, or if the employee has not provided a tool inventory per Section 3.

**26.2** Maximum coverage by the Company is $20,000 per employee per occurrence. However, the employee is responsible for paying the first $50.00 per loss occurrence. Should the loss be less than $50.00, there will be no reimbursement to the employee. If the loss exceeds the maximum stated above, the Company will pay up to the maximum. On any loss of less than maximum, the employee pays the first $50.00 and the Company pays the balance. Damaged tools or toolboxes shall be covered only if damage occurs in designated work areas.

**26.3** Each employee maintaining or storing personal tools on shop premises must complete in duplicate an employee Tool Inventory Form each year. New hires will complete a tool inventory upon hire. The inventory list is to be forwarded to the Manager for review and verification and placement in the employee's personnel file. The inventory is to be revised by the employee as tools are added, replaced or deleted. If the employee provides a video or digital picture inventory, such documentation must be time/date stamped, verified and accepted by a supervisor. A copy of the acceptance form shall be provided to the employee and maintained in the employee file.

**26.4** The value shown on the inventory shall be replacement value after any discounts available have been considered. The Tool Inventory Form must be completed and dated prior to any loss in order to qualify for benefits of this program. No compensation will be made for tools, which do not appear on the inventory. The Company supplies certain tools as part of the shop equipment. Inventories are subject to review by the Company to determine the tools necessary to perform necessary tasks.

**26.5** Proof of loss must be established by the employee and immediately reported to the police by the Manager when an eligible employee sustains a loss of personal tools due to the perils of which reimbursement is authorized. Each employee making the claim for reimbursement must sign a statement certifying his loss to the proper police agency.

**26.6** **Air Tools.** Employees must keep a lubrication log for all personal air tools. Weekly lubrication is required and must be verified by a supervisor. If a properly maintained air tool requires repair, the employer will pay 50% of the cost. If the cost of repair is more than the cost of a replacement, the company will pay 50% of the cost of the replacement.

## ARTICLE 27 REST BREAKS

**27.1** Management will provide reasonable rest breaks consistent with the efficient operation of the shop. On eight (8) hour shifts, these breaks will be two (2) in number and be fifteen (15) minutes. On ten (10) hour shifts, these breaks will be two (2) in number and be eighteen (18) minutes.

**27.2** Employees are required to clock in and out for lunch and break periods.

## ARTICLE 28 DRUG AND ALCOHOL POLICY

**28.1** Consistent with the Company's objective to provide a drug-free work environment, the Ryder Drug and Alcohol Policy and any subsequent changes will be in effect, and Federal and State regulations, and D.O.T. regulations.

**28.2** Management will meet and discuss with the Union any new changes to the Drug and Alcohol policy.

## ARTICLE 29 SICK LEAVE

**29.1** On a yearly basis, each employee will be entitled to forty (40) hours of paid sick leave between January 1 through December 31. Each day of sick leave will be paid at the employee's regular rate of pay and for the number of hours he or she is scheduled to work on a regular workday. Any unused sick leave for the calendar year will be paid to the employee in December of each calendar year at the employee's regular rate of pay. Employees may use up to two (2) floaters for legitimate illness when no sick days are available.

**29.2** The Company has the right to require certification of absence from a physician for absences of Three (3) days or more, or chronic absences if no sick days are available. The employee will have five (5) working days from the date of request to provide certification of absences to the Company. The Company will make request for certification within five (5) working days of the employee's return.

## ARTICLE 30 COMMERCIAL DRIVERS LICENSE

**30.1** T2, T1, & all Service Grade bargaining unit employees must have a valid Class "B" Commercial Driver's License (CDL), if they are required to road test or drive commercial vehicles on public roads. Management reserves the right to verify driving records annually with state agencies.

**30.2** T3 & T4 bargaining unit employees must have a valid Class "A" Commercial Driver's License (CDL), if they are required to road test or drive commercial vehicles on public roads. Management reserves the right to verify driving records annually with state agencies

**30.3** The Company will reimburse Employees the cost of obtaining and maintaining their CDL, including the cost of the employee's D.O.T. medical card, as well as the cost of all endorsements required by the Company.

**30.4** The Company will furnish a vehicle for testing and will provide training.

**30.5** All new hires shall be required to obtain the appropriate CDL within ninety (90) calendar days of employment, and if hired without a Class A license, will be supplied with a vehicle to practice on their own time. These new employees will not be compensated for time spent while practicing to obtain their CDL Class A license.

**30.6** Management has the right to inspect the driver's license of the Employees and will annually request a copy of the Motor Vehicle Record of each Employee.

**30.7** Any Employee who loses his CDL for any reason other than a medical issue or complication, which includes suspension, revocation, cancellation and withdrawal of privileges to drive a CMV or to possess a CDL, will be given ninety (90) calendar days to restore their CDL status. Except in cases where an extension is mutually agreed upon, any CDL suspension that exceeds ninety (90) calendar days in duration shall result in the termination of the Employee.

**30.8** If an Employee is unable to maintain the appropriate commercial driver's license due to a medical condition, the employer will objectively evaluate the feasibility of accommodating the employee. Any decisions are subject to the Grievance Procedures as outlined CBA.

**30.9** Management must be notified immediately as to any disqualification of their CMV driving operation privileges and any DUI convictions. Any employee failing to do so shall be immediately terminated upon discovery.

**30.10** Employees currently employed with the Company with more than five (5) years of service, as of the ratification date of this agreement (May 13, 2014), will be "Red Circled" and the agreed upon "CDL" language in the Collective Bargaining Agreement will not apply.

## ARTICLE 31 UNION ACCESS

**31.1** Upon prior notification, the Employer agrees to admit any authorized representative of the Union to the facilities covered under this Agreement at all reasonable times for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto and to assist in the adjustment and investigation of grievances.

**31.2** The Employer agrees to allow the Union to provide and maintain a bulletin board for the use of the Union at a mutually agreed upon location within the Employer's facilities.

**31.3** The Local Union shall provide the company with a list of authorized employees who will act as Stewards.

## ARTICLE 32 SUBCONTRACTING

**32.1** Management will not subcontract work for the sole purpose of diminishing the work force.

**32.2** The Company may not subcontract work in any classification if such work will cause the lay-off of any employee normally performing such work.

**32.3** The parties hereto agree that in no case shall any bargaining unit work be subcontracted as a subterfuge to avoid the terms and conditions of this Agreement. Violations of this Article will be subject to the grievance and arbitration procedure of this Agreement.

**32.4** It is understood and agreed that for the Company to satisfy the demands of its customers and to successfully operate its business, contracting and/or subcontracting of work may continue to be necessary. Therefore, the Union agrees that the Company may, utilize contractors and/or subcontractors to perform work that is currently subcontracted or overflow work on a temporary basis.

## ARTICLE 33 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon parties, their successors and assigns. The Union will be given written notice upon completion of any sale, merger or transfer in whole or in part of the business.

## ARTICLE 34 WAIVER

**34.1** This Agreement can be altered or amended only by written agreement between the parties. If any part of the Agreement is rendered or declared invalid by reason of any existing or subsequently enacted legislation, government regulation or court decree, the parties agree that upon written notification by either party, they will meet and discuss that part which is invalid for an adequate replacement. Any invalidation of any part of this Agreement shall not render invalid the remaining parts hereof.

**34.2** This Agreement supersedes all understandings and agreements that are contrary unless they are written and signed by both parties.

**ARTICLE 35 RELOCATION OF WORK – UNION SECURITY**

In the event that the company closes and relocates the shop from 3444 West Directors Row, the 3444 West Directors Row membership shall be reassigned to the new location. If any bargaining unit employee from 3444 West Directors Row is assigned to work at another location, said employee will remain covered by this collective bargaining agreement.

**ARTICLE 36 TERM OF AGREEMENT**

This Agreement shall remain in force and effect for a period of 3 years, expiring on May 12, 2021 at midnight. It shall automatically be renewed from year to year thereafter unless either party hereto shall give to the other party sixty (60) days notice of desire to terminate or make certain changes. Such notice is to be in writing by registered mail to the last known address of such party.

Signed this 6 day of JUNE, 2017,

RYDER TRANSPORTATION, INC.

Anthony DeCosmo / Director of Labor Relations

Michael D. Chester / Director of Operations

TEAMSTERS LOCAL 222

Spencer Hogue / Secretary Treasurer

Cory Haslam / President

Marty Cowin / Vice President

# APPENDIX A:
# CLASSIFICATIONS & RATES OF PAY

**RATES OF PAY**

**A.1** Effective May 13, 2017 and on an annual basis, employees in the classifications below shall either be raised to the minimum hourly wage rates for their classification or they will receive the following wage increases for their classification, whichever amount is higher:

**A.2 The minimum hourly wage rates for the following classifications are:**

| **Classification:** | Effective May 13, 2017 | Effective May 13, 2018 | Effective May 13, 2019 | Effective May 13, 2020 |
|---|---|---|---|---|
| Technician 4 | (+ 0.84) $28.68 | (+ 0.86) $29.54 | (+ 0.89) $30.43 | (+ 0.91) $31.34 |
| Technician 3 | (+ 0.72) $24.83 | (+ 0.74) $25.57 | (+ 0.77) $26.34 | (+ 0.79) $27.13 |
| Technician 2 | (+ 0.54) $18.57 | (+ 0.56) $19.13 | (+ 0.57) $19.70 | (+ 0.59) $20.29 |
| Technician 1 | (+ 0.53) $18.03 | (+ 0.54) $18.57 | (+ 0.56) $19.13 | (+ 0.57) $19.70 |
| Service Employee 4 | (+ 0.57) $19.67 | (+ 0.59) $20.26 | (+ 0.61) $20.87 | (+ 0.63) $21.50 |
| Service Employee 3 | (+ 0.53) $18.03 | (+ 0.54) $18.57 | (+ 0.56) $19.13 | (+ 0.57) $19.70 |
| Service Employee 2 | (+ 0.48) $16.48 | (+ 0.49) $16.97 | (+ 0.51) $17.48 | (+ 0.52) $18.00 |
| Service Employee 1 | (+ 0.45) $15.45 | (+ 0.46) $15.91 | (+ 0.48) $16.39 | (+ 0.49) $16.88 |

**Annual Wage Increase – ALL Employees:**

**A.3** (+) 3.0% increase added to base pay, per year / 4 year contract

**A.4** Any Employee making over the bracket minimums, will receive yearly increases as defined above.

**Technician-In-Charge**

**A.5** A premium of one dollar ($1.00) per hour above his regular rate of pay shall be paid to an employee designated by the Company as Technician-in-Charge.

**Technician Trainee**

**A.6** Upon completion of the Technician Trainee Program, said employee will be paid the rate equivalent to a T2 wage bracket at the time of placement or after nine (9) months, whichever comes first.

# APPENDIX B:
# JOB DESCRIPTIONS

## Title: Technician T1

This category is normally used as a hiring range for the individual with limited practical mechanical experience but who possesses an aptitude or potential to learn the mechanic trade.

- Must have valid Commercial Driver's License (refer to Article 30 for specifics related to CDL)
- Performs any of the lesser skilled jobs in the shop or yard area.
- Performs PM's in accordance with company procedures.
- Performs other work-related duties as directed.
- Performs tire replacement in the absence of an S-grade.
- Completes paperwork in accordance with Company policies.
- Must be proficient in the SMO system
- Assists higher level Technicians when and where directed.
- Performs mechanical repairs as directed by the Supervisor or Technician, with some guidance and direction.
- Promote to T-2 upon successful completion of Preventative Maintenance Qualification (PM298), Air Brake Qualification (BA298) and Tire/Wheel Qualification (TW298).

| **Training/Qualifications:** |
|---|
| PM 298 (Preventive Maintenance) |
| BA 298 (Air Brake) |
| TW 208 (Tire/Wheel Specialist) |
| SBT III Basic |

## Title: Technician T2

This category performs all T1 work (listed above) and includes the following additional items:

- Performs duties of lesser classifications when requested.
- Exhibits effective interpersonal communication skills.
- Stays current with Company technical literature.
- Ability to complete repair orders with the Company established systems.
- Assists higher level Technicians when and where directed.
- Must have or meet federal PM certification requirements through any combination of classroom training or work experience totaling 1 year.
- Must obtain/maintain before advancing to T-3:

| **Training/Qualifications:** | **Certifications:** |
|---|---|
| PM 298 (Preventive Maintenance) | CFC 609 (Air Conditioning) |
| BA 298 (Air Brake) | 3 ASE Certifications* |
| TW 208 (Tire/Wheel Specialist) | *ASE Certifications must include electrical/electronic systems. |
| BH 298 (Hydraulic Brake) | |
| SBT III Basic | |
| HD electrical trained (DR208) | |

## Title: Technician T3

This category performs all T2 work (listed above) and includes the following additional items:

- Must have and maintain the following:

| Training/Qualifications: | Certifications: |
|---|---|
| Same Train/Quals as T2; add: | Same certifications as T2 |
| A/C recycling and recovery certified (CF609) & A/C trained and qualified (AC298) | |
| SBT III Basic and SBT Phase 2 | |
| Battery Charge & Check | |
| Warranty | |
| Laser Alignment | |
| Complete all OEM on-line engine courses (minimum of 2) | |

- Minimum of 2 years of experience in transportation vehicle maintenance as a technician with at least 1 year Ryder Technician experience preferred.
- Performs duties of lesser classifications when requested.
- Ability to diagnose and repair most truck and trailer breakdown.
- Be able to repair and rebuild engines with some guidance and direction.
- Performs repairs to transmission, driveline and differentials with some guidance and direction.
- Have a general knowledge of, and general proficiency in the repair of steering, suspension, brake systems, frames, axles, electrical, hydraulic and refrigeration systems.
- Possesses knowledge of and performs repairs to engine accessory components.
- Ability to complete repair orders with the Company established systems (i.e., SMO).
- Works with usual amount of supervision and direction. May require assistance in unusual and complicated assignments.
- Actively seek and participate in available training to enhance development and value
- Must have successfully completed certification and achieve advancing to T-4:

| Training/Qualifications: | Certifications: |
|---|---|
| Same Train/Quals as T2; add: | Same certifications as T2 |
| A/C | |
| Battery Charge & Check | |
| Warranty | |
| Laser Alignment | |
| Complete all OEM on-line engine courses (minimum of 3) | |

## Title: Technician T4

This category performs all T3 work as appropriate, and includes the following additional items:

- Possess at least 4+ years' experience in transportation maintenance with at least 2 years Ryder experience preferred
- Performs engine repair and rebuilding.
- Performs repair to transmission, driveline, and differential.
- Possesses knowledge of and performs repairs to engine accessory components.
- Performs tune-ups using established procedures.
- Possesses a general knowledge and proficiency in repairing steering, suspension, brake system, frame, axle, electrical, hydraulic and refrigeration systems.
- Stays current with company technical literature.
- Works with limited or no supervision.
- Possesses the ability to instruct Technicians in lower grades and assists them in completing repair assignments.
- Performs other work-related duties as directed.
- Must have demonstrated advanced analytical and repair skills in vehicle maintenance
- Active learner and continually abreast of new product and technological advancements in the industry. Takes full advantage of training opportunities to maintain status.

## Title: Technician Trainee

### B.1 Function / Job Summary

The Technician Trainee (TT) role is a developmental position intended to familiarize a new employee with the Technician role while working as a Service Employee and is enrolled in Ryder's 18 month Technical Training Developmental Program.

### B.2 Responsibilities

- Tech Trainee will be responsible for all activities listed in Appendix B under Service Employee 1 and Service Employee 2.
- Attend and complete all Technician Training Development Program requirements and assessments. Training will include hands-on and online training as well as performing tasks learned.
- The TT will be placed in the applicable training module/step based on their current skills.
- Technician Training Development Program will include but is not limited to:

**Service Island Training:**

- Service Island Multi-point Inspection (includes Hand Held)
- Vehicle Fueling and Washing
- Environmental Safety & Spill Response
- Safe Driving
- Service Island Organization & Cleanliness (6S Standards)

**Technician 1 Training:**

- Preventive Maintenance
- Tire and Wheel
- Service Bay Tool

**Technician 2 Training:**

- HD Electrical
- Air and hydraulic brakes

### B.3 Qualifications

Must possess a H.S. Diploma or GED.

Some mechanical experience working with and maintaining primarily diesel engines is preferred.

### B.4 Wage Structure

Tech Trainees will be considered in a training role until completion of the program.

## Title: Technician Trainee (continued)

**B.5 Tech Trainees will receive raises after completion of each phase in the following manner:**

| **New Hire** | ***Phase 1*** ***(Service Island):*** | ***Phase 2*** ***SE + Tech 1 Learning*** | ***Phase 3*** ***Tech 1 Training*** | ***Phase 4*** ***Tech 2 Training*** |
|---|---|---|---|---|
| | Approximately months 1 to 3 | Approximately months 4 to 6 | Approximately months 7 to 12 | Approximately months 13 to 18 |
| | Complete all SE training requirements and achieve SE performance requirements | Complete 1 Qualification: PM or TW Qualification | Complete remaining training, qualifications, and achieve performance requirements for T1 | Complete all training, qualifications, and achieve performance requirements for T2 |
| Begin at SE2 position/rate | +$0.50 upon completion | +$0.50 upon completion | Tech 1 position/rate upon completion | Tech 2 upon completion * |

# SERVICE GRADES

## Service Employee – 1

This category, washer or porter for example, is primarily used as a hiring range for inexperienced help.

- Performs tire repairs and replacements under supervision.
- Performs 10 point inspection and communicate defects.
- Completed pump sheets and fuel tickets.
- Cleans and washes interior and exteriors of lease and rental equipment to Ryder standards, including frame degreasing when necessary.
- Cleans trailers where required and properly park all equipment.
- Performs other work-related duties as directed.
- Adhere to proper EPA policies and procedures for fuel dispensing and truck maintenance.
- Performs minor mechanical repairs as assigned (lights, mirrors, etc.).
- Must be proficient in the SMO system

## Service Employee – 2

The Service Island Attendant is primarily responsible for the fueling of vehicles, completion of pump sheets, charge tickets, driver vehicle condition reports, service inspections, lubrication, and island repairs

- Performs one (1) EPA related duty routine.
- Accurately records pump sheet at close.
- Performs month end procedures accurately per EPA guidelines, including reporting of variances.
- Performs minor mechanical duties as assigned or to assist technicians.
- Performs trailer P.M.s with normal supervision.
- Performs other work-related duties as directed.
- Performs duties of lesser classification, as requested
- Must be proficient in the SMO system
- Performs A & B inspections on diesel powered vehicles, and assists in all C PM inspections

## SERVICE GRADES (continued)

### Service Employee – 3

- Performs A PM inspections on gasoline powered vehicles
- Performs A & B inspections on diesel powered vehicles, and assists in all C PM inspections
- Changes and repairs tires
- Adhere to proper EPA policies and procedures for fuel dispensing and truck maintenance
- Performs one EPA related duty routinely
- Must complete tire home study and pass qualifications
- Performs duties of a lesser classification when requested
- Must be proficient in the SMO system

### Service Employee – 4

This category is for the most skilled SE grade employees. The individual should be capable of completing any SE function under no supervision. This may include administrative duties such as inventory control, warranty administration and the administrative functions of tires. Adhere to proper EPA policies and procedures for fuel dispensing and truck maintenance. Must complete tire home study and pass qualifications. Performs duties of a lesser classification when requested. Must be proficient in the SMO system.