# AGREEMENT

BY AND BETWEEN

# RAIL TERMINAL SERVICES

AND

# TEAMSTER LOCALS 222, 439 & 763

COVERING THE PERIOD

**April 1, 2019 through March 31, 2022**

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# RAIL TERMINAL SERVICES

And

# TEAMSTER LOCAL UNION NO.s 222, 439 & 763

For the Period April 1, 2019 to March 31, 2022


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# RAIL TERMINAL SERVICES
# And
# TEAMSTERS LOCAL UNION NO.s 222, 439, & 763

# RAIL TERMINAL SERVICES
# MASTER AND INTERMODAL CONTRACT

This Agreement entered into this 1st day of April 2019 between RAIL TERMINAL SERVICES, (hereinafter referred to as "the Employer") and TEAMSTERS UNION LOCALS 222, 439, AND 763, (hereinafter referred to collectively as "the Union") is the entire contract between the parties.

## SECTION 1 - RECOGNITION

1.1 The Employer recognizes the Union as the exclusive representative for collective bargaining purposes of all drivers, mechanics, and ramp employees employed by the Employer at it's three (3) western states operations, excluding office clerical, checkpoint employees, yard check employees, confidential employees, guards and supervisors as defined in the National Labor Relations Act.

1.2 The employees covered under this Agreement shall constitute a single bargaining unit. This Agreement applies to all intermodal operations of the Employer and shall be applied to all subsequent additions to and extensions of current operations and newly established intermodal terminals obtained by the Employer.

1.3 In the event any dispute shall arise between Local Unions relating to jurisdiction over employees or operations covered by this Agreement, the Employer and the Local Unions agree to accept and comply with the odecision or settlement of the appropriate Joint Council which shall have the authority to determine such disputes. Pending such determination, the Unions party hereto shall not engage in any picketing, work stoppages or slowdowns in furtherance of such jurisdictional disputes. In the event of such work stoppages or picketing, the Employer may obtain state court injunctive relief. The Union shall not seek to remove any such state court action into federal court and shall stipulate to the issuance of an appropriate injunction.

1.4 If during the term of this contract (or any extension thereof) the Employer is awarded a contract by a railroad to operate an intermodal ramp in whole or in part within the geographical area of the Western Conference of Teamsters, the Employer shall immediately notify the signatory unions of said fact. The Employer further agrees it will not interfere in any respect with the efforts of the signatory Union(s) to organize the employees at the said intermodal ramp. When a majority of eligible employees of the Employer performing work at said intermodal ramp execute a card authorizing a signatory Union to represent them, recognition shall be granted and the employees shall automatically be covered by this Agreement and any applicable supplement or amendment thereto.

1.5 Supervisors or other non-bargaining unit personnel of the Employer will not be used to augment the Employer's work force for the purpose of avoiding payment of overtime or to eliminate the use of bargaining unit personnel. However, supervisors or non-bargaining unit employees of the Employer may perform bargaining unit work in conjunction with the on-the-job training or as the result of emergencies where the Employer is unable to first secure an adequate number of employees to perform the work.

1.6 Whenever the words "employee" or "employees" are used in this Agreement, they designate only such employees as are covered by this Agreement. Whenever in this Agreement, employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

**1.7 Transfer of Company Title or Interest**

The Employer's obligations under this Agreement including supplements shall be binding upon it's successors, administrators, executors and assigns. The Employer agrees the obligations of this Agreement shall be included in the Agreement of sale, transfer or assignment of the business. In the event an entire active or inactive operation, or a portion thereof, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation or use of rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidation, spin-offs or any other method by which a business is transferred.

It is understood by this section that the signatory Employer shall not sell, lease or transfer such run or runs or rights to a third party to evade this Agreement. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, as set forth above, the Employer (including partners thereof) shall be liable to the Local Union(s) and to the employees covered for all damages sustained as a result of such failure to require the assumption of the terms of this Agreement until it's expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement. The obligations set forth above shall not apply in the event of the sale, lease or transfer of a portion of the rights comprising less than all of the signatory Employer's rights to a nonsignatory company unless the purpose is to evade this Agreement. Corporate reorganizations by a signatory Employer, occurring during the term of this Agreement, shall not relieve the signatory Employer or the re-organized Employer of the obligations of this Agreement during its term.

When a signatory to this Agreement purchases rights from another signatory, the provisions of Article 5 of the National Master Freight Agreement shall apply. The applicable layoff provisions of this Agreement shall apply.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operation covered by this Agreement or any part thereof, including rights only, may be transferred. Such notice shall be in writing, with a copy to the Local Union, at the time the seller, transferor or lessor makes the purchase and sale negotiation known to the public or executes a contract or transaction as herein described, whichever first occurs. The Local Union shall also be advised of the exact nature to the transaction, not including the financial details.

The term rights shall include routes and runs.

**SECTION 2 - UNION SECURITY AND HIRING**

**2.1** All current non-probationary employees covered by this Agreement, who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing. Those employees who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing as a condition of continued employment. All employees hired after the effective date of this Agreement, covered by this Agreement and having passed their probationary period, shall on the thirty-first (31st) day following the commencement of employment become and remain members in good standing in the Union as a condition of continued employment.

**2.2** Nothing in this Agreement shall require an employee to become a member of the Union if such membership is not available to such employee upon the same terms and conditions generally applicable to any other member, or to remain a member if his membership is terminated for any reason other than failure of the employee to tender uniform dues and fees required as a condition of retaining membership in the Union.

2.3 Upon written notice from the Union of the failure on the part of any individual to complete membership in the Union by means of failure to continue payment of dues and fees to the Union, the Employer shall, within seven (7) days of receipt of such notice, remove said employee from the work schedule until the employee meets the obligations contained herein. All such employees must supply a clearance from the Union before they will be allowed to return to work.

2.4 When new or additional employees are needed at existing facilities or any new facility, the Employer shall give the Local Union equal opportunity with all other sources to provide suitable applicants.

Selection of applicants for referral to jobs by the Union or Unions must be made on a non-discriminatory basis which is in no way affected by Union membership, By-laws, rules, policies or requirements, and such referral procedures shall comply with the National Labor Relations Act, as amended. The Employer will not be required to hire applicants referred by the various Local Unions, but will give these applicants due consideration.

If the Employer hires persons other than those referred by the Union(s), it shall advise the appropriate Local Union within five (5) working days after such person is hired as to the name, address, social security number, date of hire, classification, and rate of pay of such employee.

2.5 The Employer shall deduct from the wages of each employee covered by this Agreement, who executes and delivers a written authorization in the form approved by the Union, periodic dues and initiation fees as established by the Union. The total amount of said deduction(s) shall be transmitted by the Employer to the Union within ten (10) days, accompanied by a list of employees for whom such deductions are made. The Union shall submit a list of employees for whom the deductions are to be made along with a reference to the amount of periodic dues and initiation fees to be paid. These deductions shall be made on the first payday of each month, but if an employee does not receive a paycheck at that time, the deduction shall be made from the next succeeding paycheck of the employee.

A. The Employer shall also deduct from the wages of each employee covered by this Agreement, who executes and delivers a written authorization in the form approved by the Union, voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his wages on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. national headquarters on a monthly basis, in one (1) check, the total amount deducted, along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's wages. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

B. The Union agrees to save and hold the Employer harmless from any claim, damages, or suits arising out of or by reason of enforcement of these union security provisions.

## SECTION 3 - MANAGEMENT RIGHTS AND NO DISCRIMINATION

### 3.1 Management Rights

The operation and management of the facility and the direction of the work force is exclusively vested in the Employer. These rights include, but are not limited to, the hiring of employees, discipline, discharge for just cause, promotion, transfer, layoff, expand or diminish services, establish work schedules and assign work. The exercise of the Employer's management rights shall not conflict with any other provision of this Agreement. The Employer may not unilaterally subcontract any work currently being performed and covered by this Agreement. This is not intended to include any work the Employer does not control.

**3.2** It is understood if Rail Terminal Services bids upon and is awarded contracts by railroads or other entities for the performance of services covered by this Agreement, the decision to bid upon an existing or potentially new operation rests solely with the Employer.

**3.3** The Employer and the Union agree not to discriminate in any way whatsoever in employment, transfers, promotions, layoffs, rehiring, or other conditions of employment or representation by reason of race, creed, color, age, sex or sexual preference, national origin, religious or political beliefs, membership or non-membership in the Union, or for union activities. There shall be no sexual harassment.

**3.4** Any employee, member of the Union, acting in any official capacity whatsoever shall not be discriminated against for his/her acts as such officer of the Union, so long as the acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

**SECTION 4 - UNION REPRESENTATION**

**4.1** Authorized representatives of the Union shall be allowed to visit the Employer's facility for the purpose of ascertaining whether or not this Agreement is being observed. The authorized representative of the Union shall at any time be allowed on the Employer's facility. It is agreed said visits shall be accomplished so as to minimize interference with or disruption of the work force or the work of any individual employee. Prior to commencement of any such visit, the Union representative involved will inform the Terminal Manager of his presence at the facility.

**4.2** The Union may designate stewards to take up grievances with the Employer.

A. The authority of said shop stewards shall be limited to, and shall not exceed, the following duties and activities:

1. Investigation and presentation of grievances with the Employer in accordance with the provisions of the collective bargaining Agreement;

2. Check the dues books or cards of other employees, and the referral slips of all new employees;

3. Transmit such messages and information originating with, and authorized by, the Union or it's officers, provided such messages and information are reduced to writing or of a routine nature, and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.

B. It is expressly understood such stewards have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of the stewards, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, work slowdown or stoppage in violation of this Agreement.

**4.3** The business conducted by such stewards shall be accomplished, wherever possible, so as to minimize disruption of work, and a good faith effort shall be made to take up "non-emergency" matters during breaks or at times mutually acceptable to the supervisor and steward involved. The Union may designate one (1) shop steward and an alternate. Where an employee is the subject of an investigation which may lead to discipline, or is to be disciplined, the employee may request and is entitled to a steward's presence.

**4.4** The Employer shall provide suitable space for the Union bulletin board in each garage, terminal or place of work. Posting by the Union on such boards are to be confined to official business of the Union.

## SECTION 5 - HOURS OF WORK

### 5.1 Workweek:

A. The regular workweek for payroll purposes shall commence on Monday and run through Sunday. Scheduled workweeks for individual employees may commence on any day of the week. Said schedules will be made up of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days. Forty (40) hours shall constitute a normal workweek except in the case of a work stoppage or an act of god.

B. Up to 20% of the workforce will be on call. The guarantee will fall under the 80/20 rule. 10% will be guaranteed 40 hours in the seven day period. 10% will not be guaranteed 40 hours. The pay period is from Monday through Sunday.

### 5.2 Starting Times

The Employer may establish starting times commencing at 12:01 a.m., with the last start time at 11:59 p.m. However, there shall be no more than six (6) start times per day. The Employer shall be allowed two (2) floating start times. These floating start times will be established at the time of annual bid and may not be placed back to back. Float start times may be moved forward or backwards on a daily basis but may not move past another start time. These start times shall be utilized by the Employer to start percenters, laid off employees or supplemental casuals in order to meet train schedules. Moreover, the starting times shall remain constant during any given work week unless it is known by the Employer two (2) hours before a start time that a train will be late. Under those circumstances and if verifiable calls are made to the employees two (2) hours before a designated start time a new start time may be given for that particular shift for that day. The Employer may not utilize overtime on the prior shifts to move a start time.

The Company may advance an employee's start time up to two hours provided the employee is notified prior to the end of his work shift.

### 5.3 Overtime

A. All employees shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for all work performed in excess of forty (40) hours in any work week and in excess of eight (8) hours in any one (1) day or ten (10) hours, if applicable. Overtime shall be assigned by seniority and qualifications.

B. If employees do not volunteer for post shift overtime, the Employer may assign overtime from the bottom of the seniority list based on the qualifications required. Those employees assigned to overtime shall be required to perform the overtime work for up to four (4) hours.

If employees do not volunteer for overtime on their sixth ($6^{th}$) day, the Employer may assign overtime from the bottom of the seniority list based on qualifications required. Those employees assigned to overtime on their sixth ($6^{th}$) day shall be guaranteed to perform the overtime work for eight (8) hours. Employees forced to work on their sixth ($6^{th}$) day who are on an eight (8) hour shift will not be forced to work over ten (10) hours. Employees forced to work on their sixth ($6^{th}$) day who are on a ten (10) hour shift will not be forced to work over twelve (12) hours.

C. Work performed on an employee's sixth ($6^{th}$) consecutive day will be paid at time and one-half (1 ½) times the normal rate of pay. Work performed on an employee's seventh ($7^{th}$) consecutive day will be paid at two (2) times the normal rate of pay.

D. The order of call for extra work shall be as follows:

1. Percenters with less than 40 hours
2. Replacement Casuals
3. Overtime Employees
4. Employees on make-up days (Broken Guarantee)
5. Laid-Off Employees
6. Supplemental Casuals
7. Double time Employees

*The Employer shall be allowed to replace regular employees on their scheduled days off on a one-for-one basis. Overtime employees shall be utilized after the one-for-one formula.

E. No employee shall work over sixteen (16) hours, including lunch, in one shift.

**5.4 Rest Periods and Meals**

A. Meal periods shall be either thirty (30) minutes or one (1) hour in length. Jobs may be posted designating the length of said meal periods. Meal periods shall be scheduled to be completed between the fourth (4th) and sixth (6th) hour.

B. Employees shall be granted two (2) fifteen (15) minute paid breaks each day; the first to be taken approximately equidistance between the start time and meal period, and the second to be taken approximately two (2) hours prior to the conclusion of a shift. The parties understand the nature of the work performed by the Employer is time sensitive, and break times, but not the length thereof, may vary from day to day in relation to train release commitments.

C. The Employer may elect a semi-annual bid to post any or all jobs to be bid as eight (8) straight or ten (10) straight hours with no meal period. In this case, eight (8) hour bids will have two (2) twenty (20) minute paid breaks and ten (10) hour bids will receive two (2) twenty-five (25) minute breaks per shift.

D. Employees who work in excess of ten (10) hours will receive a 3rd break at the tenth (10th) hour.

**SECTION 6 - SENIORITY**

**6.1** Seniority means the total length of service on the Employer's payroll from the time of last hiring.

**6.2** Newly hired employees shall not acquire seniority rights until they have been employed by the employer for a period of ninety (90) calendar days. An employee shall, for the ninety (90) day period, be considered a probationary employee and may be terminated by the Employer without recourse by such employee or the Union to the grievance procedure.

**6.3 Casual Employees**

A casual employee is an individual who is not on the regular seniority roster and is not serving a probationary period.

1. Replacement casuals may be utilized to replace regular employees absent due to illness, vacation, or other absence.

2. A Supplemental casual may be used in accordance with section 5.3D of this Agreement. When an Employer uses casuals to supplement his workforce for sixty (60) workdays in one hundred twenty (120) calendar days, the Employer shall add one (1) probationary employee to the roster.

3. Casual employees will be allowed to work a four hour shift and the employer must provide a weekly casual report of casuals used. All Supplemental Casual hours for the week will be added together and then divided by eight to determine the amount of eight hour supplemental shifts worked in that week. Those shifts will be counted towards the sixty (60) in one hundred and twenty (120) rule for hiring new employees.

Any casual employee, replacement or supplemental, used by the Employer ninety (90) shifts within any one hundred and eighty (180) consecutive days shall be placed into regular seniority without further probation. The employee's seniority date shall be the date of the 60th shift worked.

**6.4** Seniority rosters will be posted on the bulletin board showing names and seniority date, and a copy provided to the Union.

**6.5** Employees shall be obligated to report any change of address or telephone number to the Employer.

**6.6 Seniority breaks**

Seniority will be broken by:

1. Discharge for just cause as set forth in Section 12;
2. Voluntary quit;
3. Unreported absence of three (3) working days, unless prevented from doing so due to reasons beyond the control of the employee;
4. Failure to report for work within two (2) days after the expiration of an authorized leave of absence, unless prevented from doing so due to reasons beyond the control of the employee;
5. Failure to report for work upon recall within seven (7) days after the delivery of notice by registered/certified mail to the employee's last known address, unless prevented from doing so due to reasons beyond the control of the employee; proof of mailing shall be sufficient for loss of seniority. However, the Employer shall send the Union by registered/certified mail notice of the recall. Any employee who fails to report for work upon recall shall receive notice of the reasons for his/her discharge;
6. Layoff or personal sick leave in excess of thirty-six (36) months; and
7. Industrial disability where an employee is drawing pension and/or disability pension.

**6.7 Reduction of Forces**

If due to slackness of work or other reasons affecting the operation, the Employer deems it necessary to reduce forces, the following steps will be taken to ensure maximum job protection to employees with seniority.

1. The last employee hired shall be the first employee laid off; and in recall, the last employee laid off shall be the first employee recalled, providing, however, that in cases of layoff, the senior employees in the department are capable and qualified to perform the work required.
2. The least senior employee shall be laid off from the job classification.
3. If the laid-off employee is qualified to do the job of a less senior employee, he will replace that employee provided he has more seniority.

**6.8 Job Bidding**

A. The employer shall maintain eighty percent (80%) of the total jobs as regular scheduled shifts with assigned starting times and workweeks. Such shifts and/or starting times shall be assigned and/or bid by seniority and qualifications. The Employer may continue, based on factual production requirements to determine the number of jobs or positions available for bid and/or assignment within each such seniority classification.

1. Ramp employee classification is intended to be an employee that works the piggyback ramp.

B. The Employer shall have semi-annual bids. Semi-Annual bids will be done the first week in April and the first week in October, bids will be available for review two (2) weeks prior to the bid date. The Employer may change shifts based upon train schedules or other changes effecting the operation, these bids shall be available for review at least seventy-two (72) hours prior to the bid date. Under these circumstances, employees may be allowed to rebid on shifts. Loss due to bidding or displacement is the employee's loss. The Employer shall provide a workweek change over bid sheet to allow employees to work their option days at straight time when changing bids.

C. The Company will be allowed to re-bid all bids upon giving the affected Local Union and employees a two week notice.

D. Any vacancies of a week or more shall be offered to the percent employees as a hold down position by seniority and qualifications.

**SECTION 7 - SICK LEAVE**

**7.1** Any non-probationary employee who has been in the active service of the Employer for a period of one (1) year shall be entitled to five (5) days or forty (40) straight time hours sick leave with pay each contract year.

**7.2** Sick leave with pay shall be paid commencing the first (1st) day of absence. Up to five (5) days sick leave may be banked or carried over from year to year. Ten (10) hour bid employees will be allowed to either take five (5) eight (8) hours or four (4) ten (10) hours of sick pay up to forty (40) hours per year.

**SECTION 8 - HOLIDAYS**

**8.1** The following days are recognized as paid holidays for qualified employees:

New Years Day
Memorial Day
Independence Day (4th of July)
Labor Day
Employee's Birthday
Thanksgiving Day
Christmas Day
Six (6) Personal Holidays*

*NOTE - Employee must give ten (10) working days notice and the day must be agreed upon by the Employer. Personal Holidays may be carried over from year to year and will be cashed out upon separation with the company. Employees shall have the option to be cashed out upon request for any unused Personal Holidays at the end of the calendar year. Effective after ratification of this Agreement newly hired probationary employees who have been in active service of the employer for a period of one (1) year shall be entitled to Personal Holidays as identified in Section 8.1 above.

**8.2** Each non-probationary regular employee, as of the date of the holiday, shall receive eight (8) hours pay at the straight time hourly rate, provided the employee worked, or received compensation for, his/her last regularly scheduled work day preceding the holiday and his/her first regularly scheduled work day following the holiday. Unless the employee so works, he shall receive no pay for said holiday, unless such absence is expressly permitted by the Employer or is due to verifiable illness or injury. However, employees who are off due to on-the-job injury for more than six (6) months are not eligible. Laid-off employees must work ten (10) days in the month the holiday falls to qualify for holiday pay.

8.3 Hours worked by employees on the above holidays, or those being recognized, shall be computed at the rate of one and one half times (1 ½) the employee's regular hourly rate of pay, plus holiday pay. When a holiday occurs during an employee's vacation, he shall be paid for the unworked holiday in addition to his vacation pay. When a holiday falls on Sunday, the following Monday will be observed as the holiday except for Christmas Day and New Year's Day.

## SECTION 9 - HEALTH AND WELFARE

### ELIGIBILITY FOR BENEFITS

There shall be established a two-month lag period for the purpose of determining eligibility. As a matter of explanation, hours reported and paid for by the Employer in the month of April shall be used to determine eligibility for benefits in the month of June, and this two-month lag period shall then continue in this same manner each month thereafter.

### LOCAL 763

Effective April 1, 2019 (based on March 2019 hours worked), the Employer shall pay into the following employee Benefit Trust Funds the amounts required on behalf of each employee who was compensated sixty (60) hours or more in the month preceding the month in which the contribution is due:

| | |
|---|---|
| Washington Teamsters Welfare Trust (Plan A) | $1,415.00 |
| Plan A Life/AD&D | $ 8.60 |
| Plan E Time Loss | $ 30.00 |
| 9 Month Disability Waiver | $ 11.40 |
| Washington Teamsters Welfare Trust (Dental Plan A) | $130.50 |
| Washington Teamsters Welfare Trust (Vision Plan EXT) | $ 17.10 |
| Retirees Welfare Trust Fund (RTW-Plus) | $ 94.85 |
| | $1,707.45 |

**NEW SECTION PAID FAMILY AND MEDICAL INSURANCE BENEFITS** – Effective April 1, 2019, with benefits effective January 1, 2020 and onward, eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits are established by state law and therefore independent of this Agreement. Effective April 1, 2019, to the extent premiums are required for these programs by employees; said premiums shall be paid by the Employer until March 31, 2022. The Employer's payment of premiums under this Section does not establish status quo in effect April 1, 2022 unless the Parties have agreed to extend this Section during negotiations for the successor Agreement to the 2019-2022 Collective Bargaining Agreement or a successor Agreement is ratified by the Union and the Employer prior to March 31, 2022 which extends or modifies this Section.

The total amounts due for each calendar month shall be remitted in a lump sum not later than ten (10) calendar days after the last business day of such month. The Employer shall abide by such rules as may be established by the Trustees of said Benefit Trust Funds to facilitate the determination of the contribution due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of each member of the bargaining unit.

In the event the Benefit Trust Fund is required to take legal action to collect any Employer contributions due under this Agreement, the Employer shall be liable for all necessary legal and court costs.

In the event there is an increase in premium necessary to maintain the present level of benefits, the Employer shall maintain such benefits at the cost determined by the Trustees of the Benefit Trust Funds.

LOCAL 222

**Section 1. Contributions**

a) Effective April 1, 2019 (based on March, 2019 hours worked), the Employer agrees to pay in one thousand one hundred twenty dollars and twenty three cents ($1,120.23) per month to the Utah-Idaho Teamsters Security Fund for each "Regular Active" employee and Preferential Casual employee covered by this Agreement who receives sixty (60) hours of compensation or more in the previous month.

b) The following contribution rates apply to non-preferential casuals and casual employees:

Effective April 1,2012 $13.40 per shift or $26.80 per tour of duty

Contributions for non-preferential casuals used on a four (4) or five (5) hour basis shall be paid at one half (1/2) the amount of the above daily rate.

Contributions provided herein may be adjusted annually but will not exceed the casual contribution rate that are being paid under the National Master Freight Agreement, Western Region Agreement, Part 1 – Common Clauses.

c) The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. Failure to make all payments herein provided for, within the time specified shall be a breach of this Agreement.

d) It is agreed that the plan established shall be in conformance with all applicable laws, and payment by the Employer shall not be considered wages to the employee.

**Section 2. Eligibility and Benefits**

The Employer contributions paid under the provisions of this Article shall be used to provide Health and Welfare and related benefits for both active and retired participants. The eligibility rules and the level and nature of benefits shall be determined from time to time by the Trustees of the Utah-Idaho Teamsters Security Fund. Eligibility, benefit levels and the nature of such benefits applicable to active regulars, preferential casuals, non-preferential casuals and retirees may differ.

Retirees who elect to participate in the retirees program shall be required to participate in the cost of retirees benefits by making self payments to the Fund. The amounts of such retiree self payments shall be determined by the Trustees and may be modified from time to time when necessary to adequately fund and maintain retiree benefits at levels as determined by the Trustees.

**Section 3. Health and Welfare, Pharmacy and Vision Care Eligibility**

a) An employee becomes initially eligible for benefits on the first (1st) day of the month following the completion of one (1) calendar month of employment within a consecutive period of six (6) calendar months during each of which months he receives sixty (60) hours of compensation as a Regular Active employee.

b) Contributions are to be paid to said fund on behalf of all Regular Active Employees, including the one (1) month worked prior to establishment of eligibility.

**Section 4. Incentive Payment Dental Plan Eligibility Including Dental Prosthetics and Orthodontia Eligibility**

An employee becomes initially eligible for dental benefits on the first day of the month following the completion of nine (9) consecutive months of employment, within a consecutive period of eighteen (18) calendar months, during each of which months he receives sixty (60) hours of compensation as a Regular Active Employee. Contributions are to be paid to said fund on behalf of all Regular Active Employees including the nine (9) months worked prior to establishment of eligibility.

**Section 5. Maintenance of Benefits**
In the event the Trustees of the Utah-Idaho Teamsters Security Fund determine that additional contributions are necessary to maintain the existing schedule of benefits for Regular Active Employees, the Employer agrees to pay such additional contributions upon notification by said Trustees. In the event the premium identified in Section 1 (a) above sustains an increase in excess of five percent (5%) in any plan year, Local 222 and the Employer agree to meet to discuss economic items to address monies in excess of the five percent (5%) increase.

**Section 6. Delinquent Contributions**
Contributions not paid by the established due dates shall be considered delinquent. Action for collection of delinquent contributions may be instituted by the Local Union or the Trustees. Employers who are delinquent shall pay all attorney fees and other costs of collections, including audit fees and expenses.

**Section 7. Payments During Period of Absence**
If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of one (1) month after contribution for active employment ceases. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) month after contribution for active employment ceases.

**Section 8. Trustees Authority to Act**
The nature and amounts of such benefits and eligibility requirements for benefits shall be determined from time to time by the Trustees of the Utah-Idaho Teamsters Security Fund.

**Section 9. Acceptance of Trust**
By the execution of this Agreement, the parties hereto accept the provisions of the Agreement and Declaration of Trust of the Utah-Idaho Teamsters Security Fund as it may be revised from time to time and agree to enter into the appropriate Trust Agreements and ratify all actions heretofore taken or to be taken hereafter by the Trustees acting within the scope of their authority thereunder. The Employer accepts the Employer Trustees under such Agreement.

**Section 10. Definition of "Regular Active" Employee**
A "Regular Active" employee, for purposes of the Agreement, shall be any employee who has completed his thirty (30) day trial basis with the Employer and who has been placed on the regular seniority list.

**Section 11.** Special provisions applicable to those retirees of the Employer who are to remain covered under the Western Teamsters Welfare Trust after October 1, 1995 (see attached Addendum "A" hereto)

**ADDENDUM "A"**
**Rail Terminal Services**
**and**
**Teamsters Local 222**

This Addendum is supplemental to Section 9 Health and Welfare in the Labor Agreement entered into between the parties for the period April 1, 2016 through March 31, 2019.

The Employer understands that because it has entered into the Utah-Idaho Teamsters Security Fund as a participating Employer as of January 1, 1996 that this participation has created a complete withdrawal from the Western Teamsters Welfare Trust and the related active employees' and retirees' benefit plans.

Because the Western Conference of Teamsters Welfare Trust has a regulation that requires the individual retirees which remain under the Western Conference of Teamsters Welfare Trust after the Employer's withdrawal to have a higher monthly self-payment of retirees' contributions than that being paid by those retirees whose Employers are still actively participating under the Western Teamsters Welfare Trust. Accordingly, the monthly additional contribution that will be required of the fourteen (14) retirees of the Employer who had retired prior to January 1, 1996 will amount to the following increases based on the current and/or future age of each retiree and/or spouse as follows:

| | Self-Payment under Western Teamsters Welfare Trust prior to withdrawal of Employer | Increased Self-Payment under Western Teamsters Welfare Trust on or after January 1, 1996 | Difference |
|---|---|---|---|
| All rates are for employee and spouse individually | | | |
| 1. Age 65 and over | $20.00 | $65.00 | $45.00 |

The Employer agrees to directly reimburse each eligible retiree including the spouse of each eligible retiree the applicable $40.00 or $45.00 each month per person. These are fixed amounts and are not subject to being increased at any time in the future for any reason.

It is understood and agreed that the foregoing direct reimbursement formula only applies to those retirees who are remaining covered under the Western Teamsters Welfare Trust, a listing of which are attached as "Addendum A-1". Upon the death or ineligibility of each spouse, there shall be a proportionate reduction in the monthly supplement being paid by the Employer. Upon the death of a retiree, all direct reimbursements shall cease on the first day of the month next following the month of death.

Listing of Rail Terminal Services (formerly Union Pacific Motor Freight) Retirees and Spouses who are eligible under the Western Teamsters Welfare Trust Retirees Plan as of April 1, 2012.

| Name of Retiree | Date of Birth | Name of Spouse | Date of Birth |
|---|---|---|---|
| W.L. Fackrell | 08-09-33 | X | X |

This listing is effective April 1,2012.

**LOCAL 439**

Local 439 to remain under the Northern California Teamsters Security Trust Fund Select Plus Plan with full Maintenance of Benefits. In the event the premium for the Select Plus Plan sustains an increase in excess of five percent (5%) in any plan year, Local 439 and the Employer agree to meet to discuss economic items to address monies in excess of the five percent (5%) increase. The Employer will continue to pay the Kaiser option payment for Pete Berg and Steve Tucker. Any employee electing the Kaiser option effective April 1, 2012 will pay the difference for the higher premium.

The Employer agrees to contribute to the Fund in behalf of each employee who receives eighty (80) hours of compensation or more in the previous month.

**SECTION 10 – VACATIONS**

**10.1** Employees shall be entitled to vacation and pay. Vacation must be used as time off from work. The amount of vacation for which employees qualify shall be as follows:

A. Employees will be entitled to one (1) week vacation per year after the completion of one (1) year of employment.

B. Employees will be entitled to two (2) weeks' vacation per year after the completion of two (2) years of employment.

C. Employees who have completed ten (10) years of employment shall be entitled to three (3) weeks' vacation per year.

D. Employees who have completed thirteen (13) years of employment shall be entitled to four (4) weeks' vacation per year.

E. Employees who have completed twenty (20) years of employment shall be entitled to five (5) weeks' vacation.

NOTE: Any employee presently receiving different entitlements will continue to receive those amounts until such time that their years of service reaches the next higher level of entitlement. Example: An employee who has three (3) years service and is presently receiving three (3) weeks of vacation will continue to receive three (3) weeks' vacation until he reaches fifteen (15) years; then at that time, will receive four (4) weeks of vacation.

**10.2** Vacation pay shall be calculated on the basis of one-fifty-second (1/52) of the last twelve (12) months (immediately preceding the employees seniority date), earnings or forty (40) hours pay; whichever is greater. Full vacation entitlement shall be attained with one thousand two hundred fifty (1,250) straight time hours worked from the last seniority date. For employees with less than one thousand two hundred fifty (1,250) hours worked, they shall be entitled to pro-rated vacation as follows:

| | |
|---|---|
| 0 - 400 hours: | No vacation pay; |
| 400 - 699 hours: | One-quarter (1/4) vacation pay; |
| 699 - 999 hours: | One-half (1/2) vacation pay; |
| 999 - 1249 hours: | Three-quarters (3/4) vacation pay. |

In the event an employees' prorated vacation is less than one hundred ($100) dollars for each week of vacation entitlement because earnings during the vacation qualifying year were reduced due to a long term layoff or illness or injury, leave of absence, the employee may at his/her option elect to work any full week of such vacation and such election shall not violate this contract provision.

**10.3** Vacations will be scheduled in minimum units of one (1) week and may be scheduled to be taken in consecutive weeks, except that employees may elect to schedule one (1) week of accrued vacation in increments of one (1) day in accordance with the following:

a. An employee must notify the Employer at least twelve (12) days in advance of the day such employee has elected to take vacation in a one (1) day increment. The Employer shall inform the employee seven (7) days in advance of the day selected if they are going to receive the day off. If the Employer fails to inform the employee on the seventh (7th) day then the day shall be considered approved.

b. In the event there is more than one (1) request for an incremental vacation day on the same day, granting of this day shall be on a seniority basis. The Employer may grant more than one (1) request on the same day based on its operational requirements.

There shall be no accumulation of earned vacation time or pay from one year to the next. Where an employee gives at least two (2) weeks advance notice of an intent to take a vacation, the employee shall be paid his vacation pay prior to the scheduled vacation period.

**10.4** The Company will allow a minimum of 15% of the employees off for vacations.

**10.5** Where there are conflicts in scheduling vacations, seniority will prevail. In arranging vacations, the Employer will give equal consideration to the employee's preferences and to operating needs as to when a vacation may be scheduled.

**10.6** In instances where employees who became members of the armed forces of the United States return to the Employer's service, their length of time in the armed forces will be credited as qualifying service in determining the length of vacation for which they may qualify upon their return to employment with the Employer.

**10.7 At Termination or Death**

A. If an employee's employment status is terminated for any reason whatsoever, he shall at the time of such termination be granted full vacation pay earned in the preceding year if the employee has qualified therefore under section 10.2.

B. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

**SECTION 11 - NO STRIKE OR LOCKOUT**

**11.1** The Employer agrees while this Agreement is in effect it will not engage in any lock-out of its employees. The Union and the employees agree while this Agreement is in effect, they will not engage in or in any way encourage or sanction any strike, sympathy strike, sit-down, boycott, slowdown, secondary boycott, or any picketing, and they will take all available steps to stop any such activity if it occurs.

**11.2** In the event employees are disciplined for engaging in a strike, sympathy strike, sit-down, boycott, slowdown, secondary boycott, or any picketing in violation of this Agreement, the only issue to be submitted before an arbitrator is whether the no-strike clause was violated. Accordingly, once the arbitrator determines a violation occurred, he may not inquire into the basis for the particular discipline imposed.

**11.3 Picket Lines: Sympathetic Action**

It shall not be a violation of this Agreement and it shall not be cause for discharge, disciplinary action or permanent replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including those of Unions party to this Agreement and those at the Employer's places of business.

**11.4 Struck Goods**

It shall not be a violation of this Agreement and it shall not be cause for discharge, disciplinary action or permanent replacement if any employee refuses to perform any service which his Employer undertakes to perform as any ally of an Employer or person whose employees are on strike and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

**SECTION 12 - DISCHARGE AND SUSPENSION**

**12.1** The Employer may discipline or discharge employees for just cause. All warnings, if they are relied upon for discipline, shall remain in effect for a period of nine (9) months from the date of issuance, at which time said warning(s) shall be treated as null and void. Copies of all warnings will be given to the employee and sent to the appropriate Local Union. No warning notice need be given to an employee before he is suspended or discharged if the cause of such suspension or discharge is:

A. Dishonesty;
B. Use of alcohol and/or drugs while on duty;
C. Recklessness resulting in a serious accident while on duty;
D. The carrying of unauthorized passengers;
E. Unprovoked physical assault on an employee or customer;
F. Selling, transporting or use of illegal narcotics and/or controlled substances while on duty;
G. Willful, wanton or malicious damage to the Employer's property; or
H. Proven negligence resulting in serious equipment damage while on duty.

Where a reasonable direct order is given to an employee and the order does not place the employee in an unsafe work condition and the employee refuses such order, the employee shall be advised that failure to follow the order may result in his being considered as having voluntarily terminating his/her employment and being removed from the seniority list.

If the employee continues to refuse to follow the order he/she shall be issued a written warning letter advising that continued refusal shall be considered as a voluntary termination and removal from the seniority list and shall further be advised he/she is given a fifteen minute "cooling off" period to discuss this issue with his Union Representative, and if a representative is not available another bargaining unit employee who is available.

At the conclusion of this cooling off period, if the employee continues to refuse the direct order, he/she shall be considered as having voluntarily terminated his/her employment and their name shall be removed from the seniority list.

**12.2** The following disciplinary procedure will be applied uniformly to all employees:

1. First occurrence; employee is given a written warning
2. Second occurrence; employee is given a final written warning
3. Third occurrence; employee is given a one (1) day suspension
4. Fourth occurrence; employee is given a five (5) day suspension
5. Fifth occurrence; employee is subject to discipline up to and including discharge

**12.3** An employee who is discharged or suspended will be given notice in writing thereof at the time of discharge or suspension with the reason or reasons for the discharge or suspension and a copy of the discharge or suspension notice sent to the Union. Where a discharge or suspension occurs, and a grievance is timely filed, the parties shall process said grievance pursuant to Section 13 of this Agreement.

**12.4** Discharge or suspension must be by proper written notice to the employee and the Union affected within ten (10) days exclusive of Saturday, Sunday and holidays of the occurrence of the violation claimed by the Employer as the basis for discharge or suspension, except as set forth above. Further, in cases where dishonesty is involved, the discharge or suspension notice must be within twenty (20) calendar days of the Employer obtaining verifiable evidence of the alleged dishonesty. Except in cases involving one of the "cardinal" infractions set forth in 12.1 above, an employee who is subject to being suspended or terminated shall be allowed to remain on the job until such time as the notice of suspension or discharge is sustained under the grievance procedure.

**12.5** Warning notices, suspensions or discharges must be protested in writing to the Employer within ten (10) days exclusive of Saturday, Sunday and holidays except as hereinafter provided. The Union and Employer agree all warning letters shall be considered as automatically protested and shall not be heard until such time as they are used as a basis for suspension or discharge within the effective time period.

## SECTION 13 - ADJUSTMENT OF GRIEVANCES AND DISPUTES

**13.1** The Union and Employer agree to use the NMFA and Western States Area Supplemental Agreement grievance procedure as spelled out in Article 45 of that Supplemental Agreement. The Union and the Employer agree to negotiate separate grievance procedure for any future terminals or ramps opened by the Employer.

## SECTION 14 - RATES OF PAY

**14.1** The hourly and mileage rates shall be increased as follows:

| | Local 222 | Local 439 | Local 763 |
|---|---|---|---|
| Effective April 1, 2019 | $0.50 | $0.55 | $0.70 |
| Effective April 1, 2020 | $0.35 | $0.35 | $0.35 |
| Effective April 1, 2021 | $0.30 | $0.35 | $0.35 |

Any shift differentials or crane/packer rates in effect before this Agreement will remain in effect at that same level. See Appendix 1, 2 and 3 for specific pay rates for each location and classification of work. Casual pay rate shall be $16.50 for the life of the Agreement.

14.2. Current employees in progression and new hires hired after the ratification of this agreement will receive:

1. First day of employment $17.00 per hour.
2. Effective 1st day plus 1 year 75% of current rate of pay.
3. Effective 1st day plus 2 years 85% of current rate of pay.
4. Effective 1st day plus 3 years 95% of current rate of pay.
5. Effective 1st day plus 4 years 100% of current rate of pay.

## SECTION 15 - PENSION PLAN

**15.1 Employer Contributions**

Each Employer who is covered by this Agreement shall contribute to the Western Conference of Teamsters Pension Trust Fund for each regular, casual and probationary employee covered by this Agreement for each compensable hour up to a maximum of two thousand eighty (2,080) hours per calendar year.

The Employer agrees to remit these monies to the appropriate area administrative office by the date designated by that office, and monies received after that date shall be considered delinquent.

Effective April 1, 2019 based on April 2019 employment the pension contribution will be a total of six dollars and twenty-eight cents ($6.28) of which 16.5% will be utilized to fund the Program for Enhanced Early Retirement (PEER/80).

The contributions required to provide the Program for Enhanced Early Retirement (PEER/80) shall not be taken into consideration for benefit accrual purposes under the basic Plan. The contributions for PEER/80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

For all employees hired after the ratification date of this Agreement (or trust approval), the Employer will pay an hourly contribution rate of ten cents ($0.10), which includes one cent ($0.01) for PEER/80 during the first ninety (90) calendar days from commencing work in the bargaining unit. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described in this Section for other bargaining unit employees.

**15.2 Disputes**

Disputes or questions of interpretation, concerning the requirement to make contributions on behalf of employees or classifications of employees, shall be submitted directly to the arbitrator by either the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed delinquent while the matter is being considered, but if the arbitrator determines contributions are required, the Employer shall pay to the Trust Fund the amounts due, together with any other charges uniformly applicable to past due contributions.

**15.3 Payments During Periods of Absence**

A. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of one (1) month after contributions for active employment ceases. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months beginning with the first month after contribution for the active employment ceases.

B. If any employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence becoming effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence: However, the acceptance of such monies is at the sole discretion of the Board of Trustees.

**15.4 Acceptance of Trust**

Each Employer and each Local Union covered by this Supplemental Agreement accepts and agrees to be bound by the rules and regulations established by the provisions of the Western Conference of Teamsters Pension Trust Fund, and the Trustees of such fund.

**15.5 Delinquent Contributions**

Contributions not paid by the established due date shall be considered delinquent. Action for delinquent contributions may be instituted by the Local Union, the Area Conference Director or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

### 15.6 Audits

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual covered employee (excluding any supervisory, managerial and/or confidential employees of the Employer), who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

### 15.7 – 401(k) Benefits

All employees covered under this agreement shall be eligible to participate in an employer sponsored 401 (k) retirement plan for union employees. Employees shall be permitted to contribute to the plan in accordance with federal law and the plan terms. The Company is a participating employer in the plan, and the plan sponsor has the sole discretion to amend the plan terms.

## SECTION 16 - TEAMSTERS SUPPLEMENTAL BENEFIT TRUST FUND

16.1 Effective April 1, 2006, each Employer who is covered by this Agreement shall contribute to the Western Conference of Teamsters Supplemental Benefit Trust Fund on behalf of all regular, probationary, and casual employees at the rate of thirty cents ($0.30) per hour for each compensable hour (including paid vacations on the basis of forty (40) hours per weeks of vacation and paid holidays, but excluding sick leave), not to exceed one hundred eighty (180) hours per month with a maximum of two thousand eighty (2,080) hours per year.

The Employer agrees to remit the above monies to the administrative office by the date designated by that office, and monies received after that date shall be considered delinquent.

### 16.2 Payments During Periods of Absence

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of one (1) month after contributions for active employment ceases. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months beginning with the first month after contribution for active employment ceases.

If any employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Fund during the period of absence. However, the acceptance of such monies is at the sole discretion of the Board of Trustees.

### 16.3 Acceptance of Trust

Each Employer and each Local Union covered by this Supplemental Agreement accepts and agrees to be bound by the provisions of the Western Conference of Teamsters Supplemental Benefit Trust Fund, and the rules and regulations established by the Trustees of such fund.

### 16.4 Delinquent Contributions

Contributions not paid by the established due date shall be considered delinquent. Action for delinquent contributions may be instituted by the Local Union, the area conference director or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

**16.5 Audits**

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual covered employee (excluding any supervisory, managerial and/or confidential employees of the Employer), who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

**16.6** The Employer agrees to pay the amount agreed to in the NMFA for contract year 2009 which is forty cents ($.40).

## SECTION 17 - SEVERABILITY

It is not the intent of the parties to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction over the parties. Accordingly, in the event any provision of this Agreement is finally held and determined to be illegal, said provision(s) shall automatically become null and void; however, the remaining provisions of this Agreement not so affected shall remain in full force and effect. The provision held invalid will be re-negotiated by the parties within ninety (90) days.

## SECTION 18 - SAFETY

**18.1** The Employer is committed to providing its employees a safe place to work and safe equipment and will provide required safety meetings, according to law. Any safety apparel the employees are required to wear will be furnished by the Employer and will be replaced when it becomes worn out or defective upon the return of the worn out or defective item(s); otherwise the employee will bear the cost of the replacement.

**18.2** All accidents and injuries, no matter how small or insignificant, must be immediately reported to the Employer in writing and on a form provided by the Employer for that purpose. Failure to report accidents or injuries will subject the employee to disciplinary action up to and including discharge.

**18.3** An employee shall not be required to work, where to do so, is to place the employee in immediate danger or injury. An employee may raise safety issues with his immediate supervisor and the Union pledges in good faith that safety issues will not be used to avoid assigned work. The Employer shall have the option of having the employee(s) who raise the question of safety work around the situation until it is resolved and said employees may be required to accept other work assignment(s). If the employee's supervisor determines the operation involved is safe and does not require the immediate repair to avoid danger to the employee, the employee is required to return to the assigned task. If the supervisor determines the operation is unsafe, the employee shall be assigned to other work until necessary adjustments and/or repairs are made.

**18.4** All equipment shall be maintained in a clean and safe condition. Operators shall be required to inspect such equipment, perform minor maintenance work, and report all operating deficiencies to their immediate supervisor on the form provided by the Employer.

**18.5** Employees who are injured on the job and who are required to leave work shall be paid for the balance of the uncompleted shift.

## SECTION 19 - LEAVES OF ABSENCE AND JURY DUTY

**19.1** Leaves of absence up to ninety (90) days without pay and without loss of seniority may be granted an employee upon request for: personal injury, illness or maternity, where supported by satisfactory proof. Extensions of such leaves may be granted by mutual agreement only. However, it is understood in no event shall such leaves exceed a cumulative total of twelve (12) months.

**19.2** Two (2) employees assigned or elected to attend Union functions of five (5) days or less, such as conventions, shall be granted time off to attend such functions without pay or loss of seniority provided the employee gives at least two (2) weeks written notice to the employer of such expected absence.

**19.3** A Union member elected to or appointed to serve as a Union Official shall be granted a Leave of Absence during the period of such employment, without discrimination or loss of seniority rights, and without pay.

**19.4** It is agreed where an employee is granted such personal injury or illness leave of absence, the leave shall automatically be canceled if the employee accepts other employment.

**19.5 Jury Duty**

Any non-probationary employee who is called for Jury Duty service, shall be excused from work for the days on which he serves on a jury and shall receive, for each such day of jury service on which he otherwise would have worked, the difference between eight (8) times or ten (10) times, as the case may be, his hourly wage rate and the payment he received for jury service. In consideration hereof, the employee shall present a record of service and the amount of pay received therefore. The employee shall be entitled to a maximum of ten (10) days Jury Duty pay in a calendar year.

**19.6 Funeral Leave**

A. In the event a death in the immediate family of a non-probationary employee, he shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) working days. Said funeral leave shall be paid at the then applicable straight time hourly rate.

B. This provision does not apply if the death occurs during the employee's paid vacation, or while the employee is on leave of absence, layoff or sick leave.

C. For the purposes of this provision, the immediate family shall be defined as father, mother, brother, sister, current spouse, son, daughter, grandparents and current mother and father-in-laws. At the request of the Employer, the employee shall furnish a death certificate and proof of relationship.

## SECTION 20 - MISCELLANEOUS

**20.1 Payday**

The Employer shall have a regular designated payday for all employees and will not be changed without agreement of Local Union(s).

**20.2 Use of Personal Vehicles**

Employees shall not be required to use their personal vehicles to conduct business for their Employer. However, employees may volunteer to use their personal vehicles for such purposes. No employee shall be required to attend a company meeting on his own time.

**20.3 Uniforms/Rain Gear**

A. The Employer may require employees to wear uniforms and if so, shall provide uniforms to employees.

B. The Employer shall provide rain gear to ramp employees for their use during inclement weather. The Employer has no obligation to provide said rain gear if the employee fails to return the rain gear previously issued.

C. A boot allowance of one hundred fifty dollars ($150.00) will be provided for all employees once per year. A receipt for the boots or boot repair must be provided to the Company. Boots must be ANSI approved, steel-toed with a defined heel, six-inch required height and laces.

**20.4 Cancellation**
The Employer shall, upon notification of cancellation of its current Agreement with a railroad customer, notify the Union of such cancellation and upon learning the identity of any successor Employer, will provide a copy of the current collective bargaining Agreement to said successor Employer.

**20.5** Track and carside spotting and pulling may be performed by outside draymen, not employed by the Employer and said activity shall not be a violation of this Agreement. This includes trailers, containers or chassis.

**20.6 Past Practices**
This Agreement shall be the sole agreement between the parties and shall not be amended unless agreed to in writing by both parties. The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

**20.7** Groundmen are not required to be present for the operation of the crane/lift equipment.

**20.8 Training:**
The Employer shall offer and will train Rail Terminal Services employees to perform work and/or operate equipment where they do not have prior experience or training. Said training shall be done at times specified by the Employer and for a reasonable period so the employee has an opportunity to adequately perform the work in question.

**20.9 Lift Equipment Operators**
Certification of lift equipment operator's qualification shall be administered by the Employer in accordance with Section 20.8. The Employer and the Union recognize specialized skills are required. Re-testing may be required during the term of this Agreement and will be allowed.

**20.10 Rules**
The Employer may issue new rules pursuant to Section 3.1. The Union recognizes the right of the Employer to establish rules and regulations, provided such rules are not in direct conflict with the terms and provisions of this Agreement. Said rules shall be in writing, posted and submitted to the Union at such time as they are adopted or if any changes are made. Any objection must be specific as what rule or rules are being objected to.

**SECTION 21 - PHYSICAL EXAMINATIONS**
**21.1** The Employer does not require a CDL, DOT Physical or DOT Card. The Employer will pay for pre-employment physicals or follow-up physicals if required by the Company. The Employer will pay for all time spent at the place of examination and the cost of DOT physical or DOT card if required.

**21.2** Employees off work due to an on-the-job injury will be returned to work after obtaining a full release for duty from his doctor. The Employer reserves the right to have the employee examined by its designated physician. If these doctors disagree on the status of the injured employee, the doctors shall agree on a third doctor. The decision of the third doctor will be final. The Employer will pay for the examination and all time spent at the place of examination.

**21.3** The Employer reserves the right to implement a modified work program for employees off due to personal injuries or on-the-job injuries.

**21.4** The parties agree to be governed by Article 35, Section 3 of the current National Master Freight Agreement in regards to drug and alcohol testing procedures. Any dispute that may arise as a result of disciplinary action taken by the Employer with regard to these procedures shall be processed in accordance with Section 13 of this Agreement.

**SECTION 22 - OMISSIONS/ERRORS**
The Union and Employer agree to sit down and negotiate any omission or bona fide error made during the course of this negotiation.

**SECTION 23 - DURATION**
This Agreement shall remain in full force from April 1, 2019 to and including March 31, 2022 and shall continue from year to year unless written notice of desire to cancel, terminate, or re-negotiate this Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

In the event of war, declaration of emergency, imposition of wage controls by the U.S. government during the life of this Agreement, either party may re-open the same upon thirty (30) days written notice and request that matters dealing with wages and hours be re-negotiated.

When notice of cancellation or termination is given, the Employer and the Union shall continue to observe all terms of this Agreement until impasse is reached or until a contract is ratified.

***FOR THE EMPLOYER***

Rail Terminal Services

***FOR THE UNION***

Teamsters Local 222

Teamsters Local 439

Teamsters Local 763

## MECHANICS SUPPLEMENT
## TO RAIL TERMINAL SERVICES MASTER

### SECTION 1 - OPERATIONS COVERED

The execution of this Agreement on the part of the Employer shall cover all lubricating, fueling, fuel truck drivers servicing Company equipment, washing, cleaning, polishing, steam rack operations, tire service operations, tire repairing, shop and yard clean up, parts and stock room operations, parts pick-up and delivery, mobile service truck drivers, service truck drivers, mechanical repair work, mechanical installation, painting and body repairing, and such other activity as may be presently and hereinafter engaged in by the Employer in automotive, bus, car and truck servicing and repairing within the jurisdiction of the Local Union Signatory hereto. This Agreement covers mechanics, installation mechanics, paint and body repairmen, mechanic learners, and tow truck drivers presently performing work under this Agreement.

### SECTION 2 - EMPLOYEES COVERED

Employees covered by this Agreement shall include but not be limited to class "A" mechanics, lubricators, fuelers, fuel truck drivers servicing company equipment, washers, cleaners, polishers, steam rack operators, tire service operators, tire repairmen, parts and stock employees, shop and yard clean-up, stock and parts pick-up and delivery, mobile service truck drivers, service truck drivers, mechanics, installation mechanics, mechanic learners, auto body painters and repairmen, and such other employees as may be presently and hereafter represented by the Union, engaged in automotive, bus, car and truck servicing and repairing within the jurisdiction of the Local Union. This Agreement covers mechanics, installation mechanics, paint and body repairmen, mechanic learners, and tow truck drivers presently performing work under this Agreement.

### SECTION 3 - SPLIT SHIFTS

There shall be no split shifts. An emergency call-back as referred to in Section 6 shall not be considered a split shift.

### SECTION 4 - TOOLS AND TOOL INSURANCE

A. Mechanics, installation mechanics, and paint and body repairmen covered by this Agreement shall be required to furnish a normal complement of hand tools. All special and heavy-duty tools such as torque wrenches, test equipment, hydraulic equipment, spray equipment, metric tools, or pneumatic tools required by the Employer shall be furnished by the Employer, as will expendable tools such as taps, dies, hacksaw blades, cutting chisels, files, and easy-outs.

B. The Employer shall reimburse the employee for the loss of required hand tools and/or tool boxes due to fire, theft, or catastrophe on the Employer's premises or while in the service of the Employer, provided such loss is not caused by the employee's negligence. Claims will be honored only for tools and/or tool boxes which have been listed on an appropriate inventory form furnished by and filed with the Employer. The employee shall notify the Employer whenever he removes his tools and/or tool boxes from the Employer's premises.

Effective April 1, 2019, employees will be entitled to an annual tool allowance of $200.

### SECTION 5 - TANK AND EQUIPMENT CLEANING SAFETY EQUIPMENT

The Employer shall post, in a conspicuous place, safety rules covering the proper ventilating and cleaning of tank or other equipment when that equipment has carried commodities which would be harmful to an employee, either by inhalation or exposure to the skin, and the employees shall be required to observe such rules.

The equipment cleaner shall be advised as to what was hauled in the equipment prior to cleaning and before they use cleaning solutions.

When an employee is required to enter tank or other equipment which has been used to haul commodities which may be harmful** to the employee's health, he shall do so only at times when another individual is available to observe such cleaning operations.
**Harmful commodities are defined as those listed as dangerous in the Motor Carriers Explosive & Dangerous Articles Tariff.

**SECTION 6 - WORK ON SPECIAL CALL/CALL BACK PREMIUM**

A. Any employee ordered to and reporting for work on a day outside of his regular work week, when such work is not continuous with his regular work day, shall be guaranteed eight (8) hours of work, or pay in lieu thereof.

B. When an employee has clocked out and actually departed from the Employer's premises and is thereafter 'called back' for a work assignment, he shall be guaranteed four (4) hours pay at one and one-half (1 1/2) times the regular rate of pay for the classification of work that he performs. This is not to be considered as part of a split shift.

**SECTION 7 - WORK IN OTHER CLASSIFICATIONS**

When an employee is requested to do work in a higher rated classification, he shall receive the higher rate of pay for the entire day in which such work is performed. When an employee is requested to work in a lower rated classification for less than a full day, he shall receive his regular rate for all work performed.

The Employer shall provide reasonable opportunity for employees to upgrade themselves on all job classifications under this Supplemental Agreement. Within operational limits, Company equipment shall be made available under appropriate supervision. All such training shall be on the employee's own time.

**SECTION 8 - STARTING TIME**

Any employee ordered to report for work before the start of his regular assigned shift shall be compensated for all time worked prior to the start of his assigned shift at one and one-half (1 1/2) times the regular hourly rate for his shift, including any shift premium.

Starting time shall not be changed unless the employee has received twenty-four (24) hours notice of such change.

**SECTION 9 - SHIFT PREMIUM**

Swing shift and graveyard shift rates will continue to be paid at the same rates as in the previous contract. Working foreman will receive a premium equal to the rates under the previous contract.

Swing shift rates apply for any shift starting between 1500 and 2300. Graveyard shift rates apply for any shift starting between 2300 and 0100.

**SECTION 10 - WORK DAY AND WORK WEEK**

A. The guaranteed work week shall be five (5) consecutive eight (8) hour days; with pay at one and one-half (1 1/2) times the applicable hourly rate for the sixth (6th) consecutive day worked, and pay at two (2) times the applicable hourly rate for the seventh (7th) consecutive day worked.

B. Employees shall not be moved to a different shift during a designated work week without the mutual consent of the parties.

**SECTION 11 - ACTS OF GOD**
Temporary disruptions of work caused by fires, floods, or other Acts of God, or unavailability of fuel due to fuel shortages or strikes at terminals shall break the weekly guarantees during the period of such disruptions. Available work during such period of disruption shall be offered in seniority order by classification on first available start time, unless mutually agreed upon otherwise.

**SECTION 12 - OVERTIME AFTER 8 AND 40**
All hours worked in excess of eight (8) hours in any twenty-four (24) hour period or all hours worked in excess of forty (40) hours in any one week, shall be paid at the rate of one and one-half (1 1/2) times the employee's applicable hourly rate, including shift differential.

**SECTION 13 - OVERTIME AND PREMIUM DAY WORK**
A. Available overtime work shall be awarded to the employees desiring same, first, by seniority order to the employees in the classification involved who are regularly scheduled on the starting time, shift or work week involved; second, by seniority order to the employees in the classification involved, regardless of starting time, shift or work week; and third, by seniority subject to qualification and ability to do the work.

B. Available premium day work shall be awarded to the employees desiring same; first by seniority order to the employees in the classification involved, regardless of starting time, shift or work week; and second by seniority subject to qualification and ability to do the work. (However, if the Employer has scheduled normal operations for the premium day in question, the order of preference shall be set forth in paragraph A. above.)

C. If an Employer requires overtime or premium day work and no qualified employees claim such work, then the Employer may assign qualified employees to such work in reverse seniority order within the categories set forth in paragraphs A. and B. above.

D. In applying the provisions of paragraphs A. through C. above, an employee shall not be awarded or assigned the available overtime or premium day work unless he will have at least eight (8) hours off between shifts.

**SECTION 14 - LEAD MAN PAY**
Lead Man to be paid ten percent (10%) over base pay.

*FOR THE EMPLOYER*

Rail Terminal Services

*FOR THE UNION*

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## APPENDIX 1
## WAGE RATES SALT LAKE CITY, UTAH

| CLASSIFICATION | 4-1-2019 | 4-1-2020 | 4-1-2021 |
|---|---|---|---|
| Hostler Qualified | $25.10 | $25.45 | $25.75 |
| Mechanics | $25.60 | $25.95 | $26.25 |
| Lead Mechanics | $28.11 | $28.46 | $28.76 |
| Packer Operator Qualified | $25.60 | $25.95 | $26.25 |
| Casual | $16.50 | $16.50 | $16.50 |

New hire rates shall be governed by Section 14.2 of the Master Agreement.

## APPENDIX 2
## WAGE RATES LATHROP (STOCKTON), CALIFORNIA

| CLASSIFICATION | 4-1-2019 | 4-1-2020 | 4-1-2021 |
|---|---|---|---|
| Hostler Qualified | $25.40 | $25.75 | $26.10 |
| Crane/Packer Operator Qualified | $25.40 | $25.75 | $26.10 |
| Groundman | $25.40 | $25.75 | $26.10 |
| Casual | $16.50 | $16.50 | $16.50 |

New hire rates shall be governed by Section 14.2 of the Master Agreement.

## APPENDIX 3
## WAGE RATES SEATTLE, WASHINGTON

| CLASSIFICATION | 4-1-2019 | 4-1-2020 | 4-1-2021 |
|---|---|---|---|
| Mechanic 'A' | $24.27 | $24.62 | $24.97 |
| Mechanic 'B' | $24.27 | $24.62 | $24.97 |
| Casual | $16.50 | $16.50 | $16.50 |

New hire rates shall be governed by Section 14.2 of the Master Agreement.

$0.125 Swing Shift Differential
$0.125 Graveyard Shift Differential

## SEATTLE MAINTENANCE ADDENDUM
## April 1, 2019 through March 31, 2022

The following Addendum covers the maintenance operation of Rail Terminal Services at Seattle, Washington. The Master Intermodal and Mechanic Supplement will apply except as shown below.

1. Effective April 1, 2019, Personal Holidays provided for in Section 8.1 shall be converted to Sick Leave. Employees shall receive eleven (11) days of paid Sick Leave added to their Sick Leave bank April 1st of each year. To qualify, the employee must be a regular employee on the seniority roster or have been operating at the direction of the Employer for the previous ninety (90) calendar days. Accumulated Sick Leave may be taken in four (4) hour increments. Sick Leave shall be payable at the employees current straight-time hourly rate of pay from and including the first (1st) working day of the need to take Sick Leave or leave of a personal nature. Sick Leave may be used for doctors' appointment. The employee will make every reasonable effort to give the Employer twenty-four (24) hours' notice of the need to use Sick Leave to cover these appointments and/or leave of a personal nature. Sick Leave provided herein, and time loss payments provided by the Health and Welfare Plan under Section 9, shall not exceed the daily contract rate under Appendix 3. No employee shall be disciplined for the use of Sick Leave provided they have hours available in their accrued sick leave bank to cover the time off.

Employees, at their option, may coordinate the use of their accrued Sick Leave with Workers' Compensation time loss benefits. The coordination of their accrued Sick Leave with Workers' Compensation time loss benefits shall not exceed the compensation earned while the employee is working their normal straight time work schedule.

Unused Sick Leave may be rolled over from contract year to contract year. Unused but accrued Sick Leave shall be cashed out to the employee at retirement or voluntary separation of service at the employee's current straight time hourly rate of pay.

2. There shall be a Swing Shift Differential of $.125 per hour
There shall be a Graveyard Shift Differential of $.125 per hour

3. Employees shall be entitled to vacation as follows:

One (1) week – after one (1) year employment
Two (2) weeks – after two (2) years employment
Three (3) weeks – after five (5) years employment
Four (4) weeks – after nine (9) years employment
Five (5) weeks – after fifteen (15) years employment

4. Employee will be guaranteed three (3) hours at time and one-half (1 ½) when called back to work after completing his daily shift.

5. The Employer may establish a position of Leadman. This position will be appointed by the Employer. The position will be utilized to dispatch work, order parts, complete reports, and other administrative duties as may be assigned by the Employer. Work performed by the Leadman, other than actual mechanics work, will not become bargaining unit work. Leadman may work hours as assigned by the Employer. Leadman will receive a minimum of twenty percent (20%) over the base pay rate.

6. Fueling will continue to be performed by Rail Terminal Services drivers as in the past.

7. The Employer may sub-contract work covered under this Agreement when all employees are working or scheduled to work. The term "sub-contracting" shall not include warranty work or work which is performed outside the shop because of inadequate facilities or equipment. As stated in the Master Agreement, work not controlled by the Employer will not be considered sub-contracting.

8. There shall be two classifications:
Class A Mechanic and Class B Trailer Mechanic

See Appendix 3 for specific pay rates.

New hire rates as stated in the Master will apply to anyone hired after 04/01/95.

9. Uniforms/Coveralls
All uniforms and/or coveralls shall be provided, maintained and laundered by the Employer.

10. Tool allowance will be $300 per year.

11. The Employer will provide full reimbursement for employees' technical training, provided the employee can demonstrate to the Employer that such training would directly benefit the Employer's operation. All such reimbursement will be at the sole discretion of the Employer.

*FOR THE EMPLOYER*

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