

Agreement

Between

Ryder Integrated Logistics, Inc.

And

**United Automobile, Aerospace
And Agricultural Implement
Workers of America, UAW
Local 933**

Effective

May 1, 2019

Through

April 30, 2022



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AGREEMENT

This Agreement entered into by and between Ryder Integrated Logistics, Inc., (hereinafter referred to as the Employer) servicing the Allison Transmission Incorporated (ATI) at 7290 Winton Drive, Indianapolis, Indiana, and any other future remote domicile site created to service this account and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and its affiliated Unit of Local Union 933 (hereinafter referred to as "Union").

Whereas, the Parties hereto have had a collective bargaining relationship through negotiations and achievement of a collective bargaining agreement, covering terms and conditions of employment of bargaining unit employees employed by the Employer.

Whereas, the Parties hereto are desirous of negotiating one uniform agreement covering certain employees of the Employer represented by the Union; and whereas, the Parties entered into such good faith negotiations.

Now, Therefore, Be it Resolved:

ARTICLE 1 SCOPE OF AGREEMENT

Section 1 Intent

This Agreement is intended by the Parties to embody their agreement as to terms and conditions of employment and all other conditions of employment to be observed between the Parties hereto. Moreover this Agreement shall provide procedures for permanent and equitable adjustment of alleged grievances to the end that there shall be no interruption or impeding of the work, work stoppages, or strikes or other interference's with service or production during the life of this Agreement.

Section 2 Recognition

The Employer recognized the Union as the exclusive bargaining agent for all drivers, loaders, dockmen, warehousemen, and switchers in the employ of the employer at is Ryder Integrated Logistics, Inc. Allison Transmission Incorporated (ATI) at 7290 Winton Drive, Indianapolis, Indiana and any other future remote domicile site created to service this account, excluding all other employees, office, clerical, supervisors and guards as defined in the Act.

The Employer agrees to meet with and bargain with the authorized representatives of the Union on all matters pertaining to rates of pay, hours, and other conditions of employment. Wherever the pronoun he or she appears in this Agreement, such pronoun is to be considered as if the other was used.

Section 3 Employment Status

Both the Employer and the Union agree that all employees of Ryder Integrated Logistics, Inc. covered by this Agreement are solely the employees of the Employer. It is further understood between the Employer and the Union that no corporation, partnership association, or group of persons other than the Employer are bound by the terms of this Agreement or has any duty to bargain with the Union after termination of the Agreement. To the extent that any such duty to bargain might exist under any state or federal law, the Union hereby waives and releases any party other than Ryder Integrated Logistics, Inc. from its duty to bargain over a collective bargaining agreement, adjust grievances, arbitrate grievances, give recognition to the Union, or in any other manner act as a successor to this Agreement.

Section 4 Union Security

To the Extent permitted by the law of any state, the following Union security provision shall be applicable:

- A. It is agreed and acknowledged by both parties that pursuant to Indiana's Right to Work law, an individual shall not be required as condition of obtaining or continuing employment to become or remain a member of a labor organization, pay any dues, fees, assessments, or other charges or expenses of any kind or amount or provide anything in value to a labor organization; or pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments or other charges or expenses required of members of, or employees represented by a labor organization. The parties further agree and acknowledge that the Act provides that a contract requiring an employee to do any of the foregoing as a condition of employment is unlawful and unenforceable. If Indiana's Right to Work law is overturned by legislation or judicial action, the parties agree that this Article shall then be enforced as written in the previous contract

The Union hereby indemnifies the Employer and holds it harmless against any and all claims, suits, demands, and liabilities that may arise out of or by reason of any action that shall be taken by the employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list, certificate, document, or other information which shall have been furnished to the Employer by the Union under this Agreement.

Section 5 Check Off

Agreement to deduct dues and initiation fees: The Company will deduct the initiation fee in two (2) equal monthly payments, and all current monthly Union dues on a monthly basis from the wages of each employee covered by this agreement, who voluntarily submits a written authorization, the amount certified by the Union as the regular and uniform monthly membership dues, uniform assessments and initiation fees of such employees and remit the same to the proper officers of the Union, so long as such written authorization shall be in effect and shall not be in violation of the right-to-work laws of the State of Indiana. Deductions will commence in the month following the month in which written authorization is received by the Company.

Section 6 Notification to the Union

The following information shall be supplied by the Company to the Union on all new employees after the new employees have successfully completed their probationary period.

- A. Name, home address and Social Security Number
- B. Date employed
- C. Telephone number

Section 7 Job Referral

When the Employer needs additional employees it shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 8 Mutual Pact

The Parties agree and pledge to work together in partnership to achieve quality, performance in service to the customer at Allison Transmission Incorporated (ATI) and any other future remote domicile site created to service this account and to fully support the customer's commitment to meeting and maintaining its quality standards.

ARTICLE 2
PROBATIONARY EMPLOYEES

Section 1

All individuals who work in the facilities covered by this Agreement are initially brought into the facility on a “temporary to full-time active” basis for a maximum of 480 working hours. These temporary employees are not covered by this Agreement.

The company may also hire employees directly, at its own discretion, subject to a probationary period of a maximum of 480 working hours before these employees are covered by this agreement.

Section 2

When a temporary employee reaches 480 hours, they will be covered by this Agreement immediately. The temporary employee would then be considered a fulltime employee. Management and the Union Chairperson may extend the hours upon mutual written agreement.

Section 3

An employee’s seniority date is the date they reach 480 hours.

ARTICLE 3
REPRESENTATION

Section 1 Representation

The Employer recognized the right of the Union to designate a Shop Chairman, Union Committeeperson and alternates. The authority of the Chairperson and/or Union Committeeperson shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;
- B. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information:
 - 1. have been reduced to writing, or
 - 2. if not reduced to writing, are of a routine nature and do not involve work stoppage, slow downs, refusal to handle goods, or any other interference with the Employer’s business;
- C. The Shop Chairperson, Union Committeeperson and alternates 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:
- D. Union Committeeperson shall be entitled to a reasonable amount of time to process grievances and to conduct other legitimate union business. The Chairperson may assist a Committeeperson or alternate in processing grievances. Such activities, however, shall not interfere with normal work schedules.
- E. The Chairperson or Committeeperson shall be paid by the Company, at the appropriate straight-time hourly rate, for time spent in processing grievances not to exceed eight (8) hours per month. The Company and the Union chairperson may agree to compensate additional hours, for a specific month, upon mutual written agreement.

- F. The Company agrees to recognize a Bargaining Committee consisting of the Local Union President (or his designee) and the Shop Chairperson. All negotiations will be held during working hours at a mutually agreeable location. Any costs associated with meeting at a mutually agreed to location will be born by the Company.
- G. The Shop Chairperson, day Shift Committeeperson and afternoon Shift Committeeperson will serve as a Grievance Committee.

Section 2 Union Seniority

The Chairperson shall, during the time of their service as Chairperson, have seniority over and above all other employees for layoff and recall.

**ARTICLE 4
LEAVE OF ABSENCE**

Section 1 Personal Leave

Personal leaves of absence may be granted under the conditions herein set forth. All leaves of absence shall be without pay and without benefits and upon the employee's return he/she shall receive the rate of pay applicable to his/her job classification.

- A. A leave of absence of not less than one (1) week and not to exceed ninety (90) days may be granted, without pay, and without loss of seniority standing, in an emergency or for any good purpose, upon written request by the employee, but such employee must first obtain written approval of the Employer. Said approval shall be acknowledged by signature of the employee and the Employer's Manager or his authorized representative, and witnessed by the signature of a Union Steward or his authorized Alternate with copies supplied to the employee and the Union. The Union shall be advised promptly of the Employer's intent to deny such request and the Union shall have the opportunity to present further facts, which may have bearing on the case.
- B. Any extension of a leave of absence beyond ninety (90) days shall be by mutual agreement between the Employer and the Union only.
- C. The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee elected, appointed, or designated by the Union to attend a labor convention or serve in any other capacity or other official Union business, provided five (5) days written notice, from the Local Union President or International Union, is given to the Employer by the Union specifying length of time off. Requests for time off with less than five (5) days written notice may be granted by the Company. For the purposes of calculating overtime, time spent on union leave will be considered as time worked.
- D. Inability to work because of proven sickness or injury shall not result in loss of seniority rights. For work related sickness or injury leave of absence may be granted up to twelve (12) continuous months. For non-work related sickness or injury leave of absence may be granted up to twelve (12) continuous months.
- E. An employee may not use a personal leave for the purpose of working for another employer in the same capacity. Any employee who does so will be considered to have quit.

Section 2 Family and Medical Leave Act

Nothing in this Article shall be construed to limit applicable rules and regulations under the Family Leave Act. Employees will not be required to use vacation time in conjunction with FMLA time.

**ARTICLE 5
MANAGEMENT RIGHTS**

Section 1 Affairs of Business

Subject to the provisions of this Agreement, it is agreed that the Employer retains the sole and exclusive right to manage the affairs of the business and to direct the working forces of the Employer. Such functions of management include, but are not limited to the right to hire, enforce rules of safety, promote, discharge or discipline for just cause, layoff employees, and maintain efficiency of employees. The Employer has the right to alter, rearrange or change, extend, limit or curtail its operations or any part thereof, to decide the number of employees that may be assigned to work on any job or shift and the equipment to be employed in the performance of such work.

Section 2 Rules and Regulations

The Employer shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly and safe operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. The Employer shall furnish the Union with a written or printed copy of all such rules and regulations, and all subsequent changes therein. Changes and/or additions in work rules and regulations distributed by the Company shall be provided to all employees, the Union, and posted fifteen (15) days prior to date of implementation. If the change is unsatisfactory to the Union, the Union reserves the right to grieve the reasonableness of the rule. Nothing in this Section limits the Employer's right to respond immediately to changes made by its customer.

Section 3 Assign Work

The Employer may assign to an employee work, which is not normally performed by the employee in cases of emergency. Work assigned in cases of emergency must be of a nature that the employee may be reasonably expected to perform by reason of training or experience and not present a hazard to the employee's health or safety.

**ARTICLE 6
SENIORITY**

Section 1 Provisions

Seniority shall prevail and shall be applicable with respect to layoffs, location bidding, recalls, and choice of vacation periods. Seniority shall start from the start date with the Employer on a location by location basis. Employees will not have bumping rights in locations other than their original location of hire. A location shall be defined as the entity that provides the principal source of freight and the seniority list shall be common to that entity. Separate seniority lists will be maintained at each location by seniority and job classification.

Section 2 Seniority Sequence

In the event the Employer employs a group of applicants on the same date, seniority will be determined by the drawing of lots. First name drawn will be the most senior person, second name drawn the second most senior, and so on until all employees in the group receive their seniority order.

Section 3 Seniority List

The Employer shall post separate seniority lists by classification and location upon ratification of this agreement and re-post every six (6) months.

Section 4 Layoffs and Rehires

Layoffs in the working forces shall be by inverse order of seniority and rehiring shall be by order of seniority only where qualifications, ability, skill and efficiency are relatively equal. Any employee who may feel that he has been unjustly selected for layoff or rehire shall have the right to appeal to the grievance and arbitration procedure. Laid off employees may be offered work in other domiciles, where there is an open position for which they are qualified. All employees may apply for job opportunities on the Ryder website.

Section 5 Transfers

Transfers of not more than ten (10) working days shall be considered as temporary and may be made at the Employer's discretion according to seniority provided that no employee can be transferred more than once (1) per month unless seniority is followed. In the event that all employees based on seniority decline the transfer, the junior man must accept the assignment.

Section 6 Inability to Work

Inability to work because of proven sickness or injury shall not result in the loss of seniority rights for up to twelve (12) months.

Section 7 Loss of Seniority Rights

An employee shall cease to have seniority rights if:

- A. He quits voluntarily;
- B. He is discharged for cause;
- C. He is absent for two (2) consecutive working days without notifying the Employer, other than laid-off employees;
- D. Failure to report to work within five (5) days after receipt of recall notice by the Employer unless excused for good reason;
- E. He exceeds a leave of absence without written approval of the Employer;
- F. He is laid off in excess of six (6) months, or for an amount of time equal to his accrued seniority, whichever is less;
- G. He is absent from work because of illness or injury for twelve (12) continuous calendar months; and
- H. Failure to pass or otherwise comply with the Employer's drug or alcohol program.

Section 8 Domicile Bidding

Bargaining unit employees will be allowed to bid on a seniority basis every four (4) months or when openings become available. Each domicile shall be considered its own entity for bidding purposes. When a bargaining unit position becomes available due to employee attrition, expansion, or revision of service by Allison Transmission Incorporated (ATI), all available positions shall be available for bid on a domicile to domicile basis. The Union agrees to a two-week training period for expansion or revision when newly hired employees are involved. Following the two-week training (Wednesday to Wednesday) a bid sheet shall be posted for a period of one (1) week and be implemented the following week. It is the responsibility of the Union and its members to notify management of bid results. Company will post 2nd shift Team Lead position.

Section 9 Team Lead Selection Process

- Openings will be posted for ten (10) working days.
- Employees interested must apply within the posting period.

- Employees who apply, and are qualified and meet the classification requirements will be interviewed for the position.
- A team lead shall be selected solely by the employer.
- When skill and ability are equal, the highest seniority employee will be selected.
- When management is contemplating to reduce a team lead, management will contact the Unit Chairperson and show reasons for such decision.
- Team leads will be allowed to bid for shift preference when bids are posted.

**ARTICLE 7
NO STRIKE – NO LOCKOUT**

Section 1 No Lockout

The Employer agrees that so long as this Agreement is in effect, there shall be no lockouts. The closing down of any domicile maintained by the Employer, Customer, or any part thereof, or curtailing any operations for business reasons shall not be construed to be a lockout.

Section 2 No Strike

The Union, its officers, agents, members and the bargaining unit employees covered by the Agreement all agree that so long as this Agreement is in effect, there shall be no strikes (including sympathy strikes), sit-downs, picketing. Slowdown, employee demonstrations, stoppages of work, boycotts or any other acts that interfere with the Employer's or Customer's operations of the performance of its business, and such persons further agree that they will take all affirmative action legally available to prevent and stop anything that occurs in disregard of this commitment. Any violation of the foregoing provisions may be made the subject of disciplinary actions up to and including discharge, and in such event, only the fact of the alleged violation of this section shall be subject to the grievance arbitration procedure, not the Employer's decision as to the appropriate penalty.

Section 3 Exceptions

There shall be no strike action by the Union nor lockout action by the Employer during the term of this Agreement except as provided as follows:

- A. In the event the Employer fails to pay wages as required by applicable provisions of this Agreement; and/or
- B. In the event the Employer and the Union cannot agree upon a mutually satisfactory replacement for a provision of this Agreement which has been held to be illegal under the Separability Clause of this Agreement.

Section 4 Free Ingress and Egress

There shall be no interference by the Union, its officers, agents, employees or members, to prevent or impede free ingress or egress by any person to or from the Employer's property or Customer's property or the free and unhindered use of the Employer's or Customer's equipment, vehicles or other property.

**ARTICLE 8
GRIEVANCE PROCEDURE**

Section 1 Definition of a Grievance

A grievance is defined as any disagreement regarding the interpretation or application of any provision of this Agreement.

Section 2 Preliminary Discussion

Before filing a grievance, an employee must bring his/her disagreement to the attention of his/her floor supervisor. The employee may request a Committeeperson Steward to be present, and the Company will provide a place for them to talk.

Section 3 Grievance Steps

Step 1: Committeeperson presents grievance to floor supervisor, within 9 days after the employee knows of the issue of disagreement.

The grievance will state the Article(s) and Section(s) of this Agreement that the employee alleges to have been violated.

Step 1 meeting on the grievance takes place within 9 days.

The first level supervisor will answer the grievance within 9 days after the Step 1 meeting.

Step 2: If the grievance is not resolved at Step 1, the Union may appeal to Step 2 within 9 days after receiving the Step 1 answer. A Step 2 meeting will then take place between the Material/Shift Manager and the Chairperson or Chairperson designee within 9 days after the appeal. Within 9 days after the Step 2 meeting, the Material/Shift Manager will give his/her Step 2 answer. A suspension/discharge grievance will start at Step 2.

Step 3: If the grievance is not resolved at Step 2, the Union may appeal to Step 3 within 9 days after receiving the Step 2 answer. A Step 3 meeting will then take place between two Ryder members of management with no prior involvement in the grievance, and the UAW Chairperson and International Representative within 9 days after the appeal. Within 9 days after the Step 3 meeting, Ryder management will give their Step 3 answer. If the grievance is not resolved at Step 3, the Union may request arbitration within 9 days from receipt of the 3rd Step decision and after a discussion between the Local Union Representative and the DCL. In no case will this meeting take place more than 30 days after the date the issue was presented to the DCL.

Section 4 Time Limits

If either party fails to take action on a grievance within the time limits set out above, the grievance will automatically go to the next step in the grievance progression. Time limits may be extended by mutual agreement.

Section 5 Arbitration

An arbitrator will be selected through a panel of seven (7) in accordance with the auspices of the Federal Mediation and Conciliation Service.

The Arbitrator shall not have jurisdiction to add to, subtract from or modify the terms of this Agreement, any written supplements or amendments. Any back pay award will be limited to what the employee would otherwise have earned, less any unemployment or personal services compensation the employee may have received.

The decision of the arbitrator will be final and binding on all parties to this Agreement.

The fees and expenses of the Arbitrator will be paid by the losing party.

Section 6

References to working days are to be Monday through Friday. Any legal, contractual holidays, Saturdays or Sundays are not considered working days.

Section 7

The Company recognizes the UAW procedure for an employee to appeal the withdrawal of a grievance.

**ARTICLE 9
DISCIPLINE OR SUSPENSION**

Section 1: The Employer will not discharge or suspend any employee without just cause. A Performance and Safety violation will experience the progressive discipline separate from one another. Performance will follow the six (6) Step Progression stated below and Safety Violations will follow the discipline progression as follows: Written warning, 1 day suspension, subject to discharge as stated in the Ryder Safety Policy (RAB- Risk Associated Behaviors). Nothing in these rules and regulations shall abrogate the Employee's right through the Union of which he is a member to challenge a penalty through the regular grievance process.

Employee discipline will be administered in a timely fashion. 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
- Step 4 1 Day Suspension
- Step 5 3 Day Suspension
- Step 6 Termination

Discharge and Suspensions must be by proper written notice to the employee, with a copy to the Union.

Section 2 No Prior Warnings

The Employer shall not discipline or discharge any employee without just cause; however, no prior warning need be given any employee before discharges based on the following types of offenses:

- Dishonesty/theft
- Being under the influence of intoxicating beverages, narcotics, or controlled substances while on duty or on company property
- Failure to report any workplace accident, as soon as possible
- Willful destruction of Employer's (or customer's) property, public property, or the property of other employees
- Absent for three (3) consecutive work days without notifying the employer
- Gross insubordination
- Falsification of employment applications or other employee records

- Fighting on Company (or customer) property, on or off duty
- Failure to comply with the Company drug/alcohol policy
- Refusal to submit to a workplace search
- Unauthorized use of Company equipment
- Violation of Company workplace violence policy
- Violation of Company harassment policy
- A major preventable accident (a major preventable accident is defined as one which is determined to be preventable and in which any one of the following conditions exists: 1) Death of a human being, 2) Total damages aggregating \$20,000 or more).
- The Unit Chairperson or designee will be notified within twenty-four (24) hours of such violation, or when management becomes aware of such violation. If there is no violation of a Company policy, or Section 1 of Article nine (9), discipline not given in writing to the Union Chairperson will be considered dropped.

Section 3 Acknowledgement of Receipt

All written disciplinary notices including point deduction, work rule, article violations, must be signed by the employee, to acknowledge receipt, with a union representative present. If the employee refuses to sign, the union representative may sign to acknowledge receipt.

Section 4 Notice to Union

The Union will be given a copy of any notice of discipline or discharge issued to any employee.

Section 5 Recourse

All discipline is subject to the grievance/arbitration procedure.

Section 6

Safety Discipline will expire within a rolling 18 month period, from the date of the infraction.

Discipline related to Attendance and Performance will expire 12 months from the date of the infraction.

Section 7 Timeliness of Employer Action

The Employer has the sole discretion to enforce discipline for violations of work and safety rules and/or contractual language in a fair and consistent manner. The Employer must take or commence taking whatever action he is going to take against the employee within eight (8) working days from the date of the violation or eight (8) working days from the date the Employer has knowledge of the violation.

**ARTICLE 10
ACCIDENTS**

Section 1 Reporting

Every employee involved in an accident shall:

- (a) Immediately stop
- (b) Determine if there are fatalities or injuries

- (c) Take all necessary precautions to prevent further accidents or injuries at the scene
- (d) Render all reasonable assistance to injured persons (do not move injured persons if likely to cause further injury)
- (e) Utilize Ryder Spill Kit to contain fuel spill if necessary
- (f) Request emergency ambulance service and assistance through the local or state police
- (g) Give to the proper authority, your name and address, the name and address of the company, the license tag number and show chauffeur's license, if requested
- (h) Notify Ryder dispatch immediately
- (i) Inform the Company immediately and submit to a Controlled Substance Test within 32 hours if (1) you were cited for a moving traffic violation regards to the accident, and/or (2) if accident resulted in fatality or injury and/or (3) any vehicle is towed from the scene
- (j) Complete a written accident report and submit the report to your supervisor within 24 hours of the accident
- (k) Obtain all witness and pertinent information at the scene and report this information to the Company and also the authorities if requested

Any employee involved in any accident shall immediately verbally report to his Supervisor said accident and any physical injury sustained. Said employee, at the end of his shift or tour of duty, shall make out an accident report in writing, on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to the accident.

Section 2 Equipment Damage

Upon occurrence or recognition, Employees shall immediately report all defects of equipment. At the end of their shift or tour of duty written reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained at the Employer's direction.

Section 3 Safety and Health

There will be a joint RYDER/UAW Safety Committee at each location that will meet monthly. Responsibilities of the Committee include:

- Investigate potential hazards
- Investigate injury trends
- Promote safety awareness
- The plant will have the committeeperson and shift manager of each shift conduct monthly floor walks.
- Employees must wear steel-toes safety boots.
- The company will provide safety glasses and gloves.

The current quarterly no injury/safety awards will continue for the duration of this Agreement. The Company will initiate the Monthly Company-Union Safety Committee and will post the minutes of each meeting.

ARTICLE 11 PASSENGERS

No driver shall allow anyone, other than employees of the Employer who are on duty, to ride in or on his truck, except by written authorization of the Employer. In such case, no more than two (2) people shall ride in a cab of a tractor unless required by government agencies, where necessary for checking equipment or in cases of emergency.

**ARTICLE 12
FUNERAL LEAVE**

- A. All employees bereaved by the death of an immediate family member may be granted time off up to a maximum of three consecutive days. Normally, the three days will be the day before, day of and day after the funeral or memorial service, or two days before and the day of the funeral.
- B. Funeral leave may be granted to employees when death occurs to a member of the immediate family, immediate family members include; spouse, children, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, step-children or any person who legally acted in one of the above capacities, or another relative who lived at the employee's residence.
- C. The employee will be compensated for eight (8) hours pay up to three scheduled working days.
- D. Pay for funeral leave is only scheduled work time lost during the regular work week.
- E. To be eligible for excused absence and the pay provision of this policy, employee is to request approved funeral leave no later than the first scheduled workday following the death of an immediate family member.
- F. The employee is also to furnish all pertinent information including deceased relative's name, name and address of the funeral home, and the date of the funeral.
- G. If an employee is advised, while on duty, of the death of a family member as defined above, the employee's Supervisor will work with the employee to expeditiously secure the equipment; and as soon as the equipment is secure to the satisfaction of the Supervisor the employee will be released from duty.

**ARTICLE 13
JURY DUTY**

- A. The Employer will pay to all employees who are summoned for jury duty the employee's regular hourly rate of pay up to eight (8) hours for all time lost from their regular work hours.
- B. The employee shall, as promptly as possible, notify the Employer of receipt of such summons.
- C. If the employee spends half the work day in the performance of jury duty he/she will not be obligated to return to work but shall be compensated for all time lost up to eight (8) hours.
- D. Employees shall be excused for court summons and subpoenas (without pay).

**ARTICLE 14
VACATIONS**

Section 1 Coverage and Entitlement

All employees covered by this Agreement who have worked sixty percent (60%) or more of the total working days during the twelve (12) month period immediately preceding his anniversary date, and who is an employee on his anniversary date shall be eligible for a vacation in accordance with the following:

- A. All regular employees who have accumulated one (1) year of service with the Employer shall be entitled to two (2) weeks' vacation with pay.
- B. All regular employees who have accumulated five (5) years of service with the Employer shall be entitled to three (3) weeks' vacation with pay. All regular employees who have accumulated fifteen (15) years of service with the Employer shall be entitled to four (4) weeks' vacation with pay.
- C. Each full week's vacation shall equal seven (7) consecutive days beginning on Sunday. The full week's vacation pay shall be computed based on one-fifty second (1/52) of the employee's prior calendar year gross pay, or forty (40) hours times the employee's hourly rate of pay, whichever is greater, but shall not include meals, tolls or other reimbursements.
- D. Employees may be given their earned vacation pay before starting their vacation upon written notice of two (2) weeks to the Employer.

Section 2 Miscellaneous Vacation Provisions

- A. Time lost due to sickness or injury shall be considered days worked except that this will not apply where an employee has been off due to sickness or injury forty percent (40%) or more of the total working days during the twelve (12) consecutive month period. Workers' Compensation time shall be computed as time worked.
- B. Vacations are earned and taken on an employment anniversary-to-anniversary basis. For example, if an employee starts on July 6, the employee has two weeks vacation after his anniversary on July 7 that he must take by the following July 6. There will be no accumulation of vacation time.
- C. Employees will submit, in writing, the period(s) he/she wished to reserve as vacation.
- D. The Employer will attempt to accommodate each employee's vacation preference. However, under normal circumstances, no more than two (2) employees will be permitted to take vacation at any one time unless approved by the Employer.
- E. When an "over schedule" exists, an employee's regular seniority date will be the criteria used to determine who will be allowed to reserve the time off, if the situation cannot be otherwise worked out between the parties.
- F. Other than the December scheduling period, vacations will be approved and rescheduled on a "first come, first serve basis", provided the time desired is available.
- G. Employees cannot use their seniority to displace another employee's already approved vacation.
- H. Employees may change or cancel their vacation with the advance approval of the Employer.
- I. In the unlikely event of a plant shutdown, for any reason, Employees are urged to schedule their vacation during the shutdown period.
- J. Once regular seniority is used to schedule vacation during the scheduling process, employees may not bump others in order to change; should a change be desired, the employee will drop to the bottom of the seniority board for purposes of selecting another vacation date.
- K. A written vacation schedule for each calendar year will be prepared and posted once the schedule is finalized.

L. Vacation may be taken in (4) hour increments with prior approved notice.

ARTICLE 15 HOLIDAYS

Section 1 Entitlement

A. Days

The locations observe the following paid holidays each calendar year. They are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day,). In addition, employees have 6 personal days, which can be taken at any time during the calendar year. (See Section 2J, Eligibility).

Holiday Compensation

Based on 8 hours pay.

Section 2 Eligibility

The above holiday pay will be provided to all covered employees, provided they meet all the following eligibility rules, unless otherwise provided herein:

- A. The employee has completed his/her probationary period as of the date of the holiday;
- B. The employee must have worked or been available to work the scheduled workday immediately before and after such holiday, unless excused by the Employer.
- C. When one of the above holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled workweek because of such vacation, he shall receive one (1) extra day's vacation with pay for each such holiday.
- D. Employees who have been assigned holiday and work and then fail to report for and perform such work without reasonable cause shall not receive pay for the holiday.
- E. Paid holidays not worked will be counted as hours worked for the purpose of paying premium pay. Those employees who are called in on a holiday shall be paid two (2) times their hourly rate of pay, plus the holiday pay.
- F. In a holiday week, the weekly forty (40) hour guarantee will be reduced by the eight (8) hours holiday pay for each holiday.
- G. When a holiday falls within the regular work schedule of the shipper and the shipper shuts down, the weekly guarantee will be reduced by eight (8) hours for each holiday observed. (For example, the shipper will observe Thanksgiving Day and the day following Thanksgiving, thus the weekly guarantee shall be twenty-four (24) hours);
- H. When a holiday falls on Saturday or Sunday, and is not observed during the week as shown in "G" above, the weekly guarantee is not affected by the holiday;
- I. When the employee works on the holiday, the holiday wages will be excluded from the computation of the guarantee. The guarantee will be computed and added to the wages earned for working the holiday and the sum of these two will be added to the holiday pay to determine total pay. When the

employee works in excess of the guarantee, the wages based upon actual work will be computed to which will be added the holiday pay; and

- J. Personal days shall not be cumulative. Personal days not taken shall be paid at the end of each calendar year. Pay for personal days not worked shall be at the applicable hourly rate up to a maximum of eight (8) hours for the employee's standard workday. Under normal circumstances, no more than 5% will be permitted to take a personal day at any one time unless approved by the Employer. Personal days must be in writing, requested at least 5 days in advance and subject to management approval. Personal days may be granted if the employee complies with Article 23, Section 7 and the Attendance Policy (Appendix B). Any request for Personal days is subject to Management approval.

ARTICLE 16 HEALTH AND WELFARE AND PENSION PLANS

Section 1 Health and Welfare Plan

All regular full-time employees covered by this Agreement will be covered by the Ryder Health & Welfare plans offered to Ryder Field employees beginning the 1st day of the month following 90 days of continuous employment in accordance with the policies of said plans. 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 Employer. Annual increases in medical and prescription employee contributions will not exceed 15% per year. Employees who do not desire to participate have the option of affirmatively electing no coverage.

Section 2 Pension Plan

Eligible employees, as defined by Plan Document, shall have the opportunity to participate in the Ryder System, Inc. Employee Saving Plan 401(k) Plan, under the same terms and conditions generally applicable to Ryder Field Hourly employees. Uniform changes in the Plan shall be applicable to the employees covered by this Agreement without further negotiations. 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 17 DELAY TIME, BREAKDOWN PAY AND OTHER DELAYS

Section 1 Breakdown Time

On any mechanical breakdown the employee will be paid at the appropriate hourly rate. The employee is required to call the office to report such breakdown. Should the Employer elect to put the driver to bed, the layover clause of this Agreement will prevail.

Section 2 Delay Time

Employees will be paid delay time only in cases where the cost can be recovered.

Section 3 Other Delays

Delays due to equipment failure of any nature rendering the driver's assigned vehicle inoperative or unavailable, whether at the depot or on the road, shall be paid from the start of such delay until the driver is back in service or has been relieved of duty.

Time lost due to impassable highways shall be paid at the applicable hourly rate. Such delays must be verifiable.

ARTICLE 18 LAYOVER AND MEALS

Section 1 Layover Pay

It is understood that if layover away from the driver's home domicile is occasioned by reason of the fact that the driver is waiting for a load or for some other reason not within the control of the Employer or the driver, then in such case layover pay at the prevailing rate shall commence following the tenth (10th) hour after the beginning of a layover and shall continue for eight (8) hours. The same provisions shall apply to all subsequent layovers.

Section 2 Meals

For single runs, the Employer will provide the driver with meals as follows: provided the single driver experiences a layover, one (1) meal when the layover commences. Subsequent meals will be provided in the same manner provided the driver experiences additional layovers. Unplanned layovers for team drivers shall be compensated in the same manner.

During the life of this Agreement, meals will be paid up to \$20.00 per layover as supported by receipts per meal.

Section 3 Showers

For single and team runs experiencing weather delays, breakdowns or scheduled layovers exceeding ten (10) hours, the Employer will pay the driver a shower allowance of ten dollars (\$10.00). Shower allowance is limited to one (1) occurrence per twenty-four (24) hour period.

Section 4 Parking

It is understood that if a driver is charged a parking fee at an approved truck stop, the Employer will, upon submission of the appropriate receipt(s), reimburse the driver for such charge(s).

ARTICLE 19 SUPERVISOR WORK

Supervisory personnel of the Employer shall be restricted from performing the work recognized as the work of bargaining unit members covered by this Agreement, except for the purpose of instruction and in cases of emergency. Employees may be required to perform administrative duties under a Company-sponsored return to work program.

ARTICLE 20 UNIFORMS

All employees completing their probationary period will be eligible for Employer uniforms. The Employer shall designate a supplier and an approved uniform and will purchase the uniforms for the employees on an annual basis: \$350.00 for calendar year 2019, \$350 for calendar year 2020, and \$350 for calendar year 2021 for the purchase of clothing and safety work shoes. The employee shall be responsible for laundry, maintenance and up keep of the provided uniforms. Employees shall be expected to wear

issued uniforms. The uniforms will be ordered in a timely manner as soon as the employee becomes eligible and submits their completed order form.

A. Shirts, blouses, jackets and caps will display Ryder and UAW logos. (UAW logos optional).

Special Clothing Requirement:

Approved High Visibility T-shirts may be worn in lieu of vests in Approved Ryder facilities. Rubber-type sole, with safety-toe, work shoes, with leather uppers or work boots must be worn while on duty. Soft sided shoes (i.e. tennis shoes, canvas or moccasins will not be permitted). The Union agrees that uniforms will be worn as a condition of employment and maintained by the Employee.

ARTICLE 21 INSPECTION PRIVILEGES

- A. Authorized representatives of the Union shall have access to the Employer's establishment or job site during work hours for the purpose of adjusting disputes, investigation of working conditions, and ascertaining that the Agreement is being adhered to, but shall not unreasonably interfere with or hinder the work in progress.
- B. Authorized representatives of the Union shall have access to, and to examine all receipts pertaining to any item relating to wages, hours and working conditions.
- C. The Employer agrees that all receipts pertaining to the above mentioned items shall be available for at least one (1) year.

ARTICLE 22 EQUAL OPPORTUNITY

As an Equal Opportunity Employer, the Employer will not discriminate against any applicant for employment or against any employee because of membership or non-membership in any labor organization, or because of race, religion, creed, color, national origin, sex, disability or age. The Union agrees to support the principle of Equal Opportunity Employment

ARTICLE 23 MISCELLANEOUS

Section 1 Employer Property and Equipment

- A. All employees shall exercise proper care and protection of Employer's property and equipment. No employee shall be compelled to pay for any losses or damages to freight or equipment unless such losses or damages shall be proven to have been caused by the concerned employee's gross negligence or the violation of any established and posted rules of the Employer, and in the event of a disagreement as to whether such employee is to pay the cost of such losses or damages, the same may be submitted to the grievance procedure as established by this Agreement.
- B. Periodically, as needed, the Employer will have the trucks thoroughly cleaned inside, and properly covered to protect the contents and the driver from all weather conditions. It is the driver's responsibility to perform daily routine cleaning of all the interior of the truck.

- C. The Employer will have its trucking equipment in proper mechanical condition for safe operation on the highways. It will not be considered a violation of the Agreement for a driver to refuse to operate equipment with bad brakes, lights, or any mechanical fault that may cause a hazard on the highways or city streets. All trucks shall be equipped with heaters and defrosters for winter driving.

Section 2 ICC Regulations

Nothing in this Agreement is to be construed to prevent the Employer or its employees from complying with the regulations and rules of the Interstate Commerce Commission, the Department of Transportation, Wage and Hour Administration, or any city, state or federal regulations.

Section 3 Bonding

Should the Employer require any employee to be bonded, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer. However, if the Employer's regular bonding company refuses to bond any employee, and the employee is able to secure bond elsewhere, said employee shall not have to pay any difference in premium involved.

Section 4 Separability

If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. If such negotiation shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic recourse.

Section 5 Examinations

Physical examinations required by any governmental agency shall be promptly complied with by all employees. All physical examinations will be paid for by the Employer. To the extent possible, examinations will be made available by the Employer at the employee's home domicile so as not to interfere with the employee's normal work schedule. In the event such examination cannot be made available at the employee's domicile, a mutually agreed upon location shall be provided. The Employer shall not pay for any time spent in the case of job applicants and shall be responsible to other employees only for the time spent at the place of examination(s) where the time spent exceeds one (1) hour, provided the employee present the Employer with verifiable proof of such time spent.

Section 6 Expense Advance

As needed, the company will provide a permanent cash advance to drivers requiring on the road monies for approved business expenses. The advance will be replenished upon the submission of receipts. Drivers will be required to sign an authorization to have advances deducted from their final paycheck should they terminate employment with the company.

Section 7 CDL Testing

Employees required to take the Federal CDL test on a regularly scheduled workday may voluntarily swap schedules with another driver to accommodate the testing date. The employee must notify and receive approval of the company at least ten (10) days prior to the testing date. The parties encourage drivers to test for the highest level of certification available under the CDL.

Drivers shall be required to obtain and maintain a CDL as a condition of employment. Should any employee with five (5) years or more of seniority be unable to pass a CDL because of physical ailments or limitations, they shall not be penalized in any way. Each of any such case shall stand on its own merits and be reviewed by both parties.

Section 8 Weekly Guarantee

All employees covered under this Agreement shall be guaranteed a minimum forty (40) hours work week or pay for forty (40) hours at the applicable hourly rate for each week that the customer is in full production. To be entitled to the forty (40) hour guarantee, an employee must be able and available to work.

Section 9 Driver Training

Certified Trainers shall receive an additional \$1.00 per hour, chosen by seniority, for all time spent in a training process, reverting back to the date such training began.

Section 10 Maintenance of Terms and Conditions of Employment

Any term and condition of employment currently in existence, which has not been improved per contractual language, shall remain in existence throughout the term of this Agreement. Additional improvements are welcome; however no less than the current standards shall be acceptable.

Section 11 Reporting Pay

An employee called into work and sent home shall receive four (4) hours of pay at the applicable hourly rate. This is included in the 40-hour guarantee, if the 40 hours is not met.

Section 12 Overtime Pay and Overtime Offering

Overtime will be paid for all hours worked over forty (40) per pay period. Paid days not worked to include: union leave, vacation, holidays, and personal days will be counted as hours worked for the purpose of paying overtime pay.

Overtime will be offered by shift, by job classification, (for the number required), by highest location seniority date, and with the lowest seniority date required to work overtime if not enough employees elected to work the overtime.

Section 13 Volunteer Days

On voluntary days of work, employees will be offered those days, including starting times, based on location seniority rules and the ability to perform the work.

- Location Seniority Rules

- Sign-up sheets posted

- Number of employees by position

- Will be open to all shifts by seniority, regardless of shift

- Location seniority date prevails if more employees sign up than the number of slots listed within classification

Least senior employee(s) regardless of shifts will be required to work if necessary if all positions slots are not filled within the classification.

Section 14 Hot Parts Delivery

Drivers will be allotted reasonable time, as deemed by location management, to deliver hot parts requested by planners.

Section 15 Union Office

The Union Chairperson will be provided an adequate locking office with desk, chair, locking file cabinet, computer with appropriate business programs such as (Microsoft Word and Excel), including internet access for e-mail, and websites such as Ryder, UAW, Fidelity, and read only access to time and attendance system will be made available.

Section 16 New Hire Orientation Process

The Union will be able to meet with the new hires at the conclusion of the new hire orientation process on company time.

Section 17 Union Bulletin Boards

The employer agrees to provide two (2) bulletin boards with one locking, in a suitable place for Union information. The Union has the right to change the lock on the bulletin board at their own expense.

Section 18 Charitable Donation

The Company will allow employees to raise money, once-a-year, for a charitable donation to the March of Dimes and Make-A-Wish Foundation. The Union will notify management to the amount raised and the Company will match that amount within thirty (30) days of notification.

Section 19 Notification of Workforce Reduction

The Company will notify the Union of any workforce reduction as soon as possible. Such notice should be in written form as soon as practical and given to the Chairperson, prior to posting.

In the event of an emergency layoff, temporary or longer, the Company will supply the Union with a list of all affected employees. The Company will supply the Union and all employees with any and all information regarding the layoff.

**ARTICLE 24
DRUG AND ALCOHOL POLICY**

Employees are required to abide by the Ryder Integrated Logistics, Inc. Substance Abuse Policy, and to abide by all State and Federal DOT drug and alcohol regulations.

Section 1

The Drug/Alcohol Policy that applies uniformly to all Ryder employees shall apply to the employees covered by this Agreement.

Section 2

Uniform changes in the Policy shall apply to the employees covered by this Agreement without negotiation.

Section 3

Discipline imposed under the Drug/Alcohol Policy is subject to the grievance/arbitration procedure.

Section 4

If the testing procedure set out in the Drug/Alcohol Policy is properly followed, then it is presumed that a positive test result is accurate, and it is the employee's burden to prove otherwise.

**ARTICLE 25
RELOCATION PROGRAM**

The Employer will provide relocation assistance in the event of location closure, to eligible regular full-time employees who elect to exercise a permanent transfer to a Ryder Integrated Logistics account location in accordance with the following:

1. An employee relocating his household a distance of 100 – 449 miles will be eligible for cash assistance of five hundred dollars (\$500.00).
2. “Miles” as defined herein are household goods miles.

ARTICLE 26

COMPLETE AGREEMENT AND WAIVER AND EXTRA CONTRACT AGREEMENT

Section 1 Extra Contract Agreement

The Employer agrees not to enter into any Agreement or contract with its employees, individually or collectively. Any such Agreement shall be null and void.

Section 2 Complete Agreement

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term except as provided in this Agreement. The parties recognize that this Agreement sets forth all obligations the Employer has toward the bargaining unit employees regarding the provisions of wages, benefits, and terms and conditions of employment, notwithstanding any additional terms discussed by the Parties during bargaining or any past practices not embodied in this Agreement.

Section 3 Waiver

The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and Agreement arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement therefore, the Parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement.

ARTICLE 27

LETTER OF AGREEMENT

Ryder and UAW Local 933 recognize the new customer requirements, all lanes currently being serviced by Ryder, along with all other inbound lanes will be subjected to the bid process. There will be numerous carriers participating in the process and the lowest bid on a lane by lane basis and will be awarded the business.

Both parties agree to work together in response to such bids. The objective is to maintain current routes and capture new lanes of business. It is agreed that new pay methodologies might become part of the solution to secure some or all of the lanes. Changes in current pay rates will not occur until the awarded lane is implemented

Ryder and the UAW agree and recognize the above Letter of Agreement and that the contents of said Letter of Agreement shall remain intact for the duration of this Agreement.

If new pay methodologies or changes in pay rates were agreed to between the parties, membership approval would be required to implement.

**ARTICLE 28
WAGE RATES and CLASSIFICATIONS**

	Wage Rates		
	<u>4/30/2019</u>	<u>4/30/2020</u>	<u>4/30/2021</u>
Drivers	\$ 22.14	\$ 22.69	\$ 23.26
Forklift Operator *	\$ 17.79	\$ 18.32	\$ 18.87
Material Handler	\$ 14.33	\$ 14.69	\$ 15.06
Team Lead	\$ 1.25	\$ 1.25	\$ 1.25
Night Shift Differentail	\$ 0.25	\$ 0.25	\$ 0.25
* Note: New Hire Forklift Operator Wage (does not apply to Temporary workers): \$16.00 for first year of employment and then wage increases to stated hourly wage stated above.			
Ratification Bonus: \$1,000, paid within next 2 paychecks.			

The pay period begins at 0001 (12:01 a.m.) on Sunday and ends at 2359 (11:59 p.m.) on Saturday. Checks are normally distributed the following Friday. When a payday falls on a Holiday, paychecks will be distributed the day before the Holiday.

**ARTICLE 29
ATTENDANCE POLICY**

At the time of ratification (May, 2019) every active employee will receive \$200.00 within the next 2 paychecks. Additionally, an annual Perfect Attendance Bonus will be implemented during the following periods:

- May 1, 2019 – April 30, 2020
- May 1, 2020 – April 30, 2021
- May 1, 2021 – April 30, 2022

Any Employee who has perfect attendance (only used their Holidays, Vacation, Personal Days) during the time periods stated above will receive five hundred dollars (\$500).

Every employee will have a zero balance in their attendance account upon ratification.

Section 1 Policy

Ryder expects employees to be reliable and punctual in reporting for work. Absenteeism and tardiness not only places a burden on other employees, but also affects our ability to meet customer requirements. Therefore, it is important that all employees are present at work and on time on a regular basis.

Section 2 Definition of Terms Used in This Policy

If an employee is absent for one (1) working day it will be considered one (1) day off. If an employee is tardy it will be considered half (1/2) day off.

Section 3 Emergency Request - Unpaid

Each employee will be allowed three (3) emergency requests per calendar year with Management approval. The employee must notify their Supervisor within two (2) hours of the start of their shift. These 3 days are unpaid days off.

Section 4 Day off Exceptions

Exceptions to the Attendance Policy – Absences and tardiness for the following reasons will not be considered a day off:

1. Work-related injury
2. Jury duty/ Court Subpoena
3. Military Duty
4. Funeral Leave (three days)
5. Leave of absence
6. Holiday
7. Vacation
8. FMLA
9. Short Term Disability
10. Employee can be tardy (within 2 hours of start of shift) twice a year (no points deducted)
11. Union Business (Article 4, Section 1C)

Each exception to the Attendance Policy must be properly documented to ensure a day is not added to your record. Employees should make every effort to substantiate their claim prior to an above absence but not later than the first day upon their return.

Section 5 12 Month “Running” Attendance Balance

After 12 months of an attendance day off, the attendance day off will be added to your attendance account so it can be utilized by you in the future. For example:

March 1, 2019 – Employee took 2 days off

April 1, 2019 – Employee took 1 day off

March, 1, 2020 – Employee gets back 2 days to utilize as a day off

April 1, 2020 – Employee gets back 1 day to utilize as a day off

Section 6 Discipline Steps (rolling 12 months)

1-3 days off – No discipline

4 days off – Verbal Counseling

5 days off – Written Reprimand

6 days off – Final warning

7 days off - Termination

**ARTICLE 30
RYDER PREVENTING WORKPLACE VIOLENCE POLICY**

Employees are required to abide by the Ryder Integrated Logistics, Inc. Preventing Workplace Violence Policy.

Section 1

The Preventing Workplace Violence Policy that applies uniformly to all Ryder employees shall apply to the employees covered by this Agreement.

Section 2

Uniform changes in the Policy shall apply to the employees covered by this Agreement without negotiation.

Section 3

Discipline imposed under the Policy is subject to the grievance/arbitration procedure.

ARTICLE 31

This agreement shall commence on May 1, 2019 and shall continue in full force and effect until midnight on April 30, 2022 when it will terminate. If either party desires to renegotiate this Agreement, it may do so by giving the other party written notice to the effect not less than sixty (60) days not more than ninety (90) days prior to April 30, 2022. This Agreement shall not be extended beyond midnight, April 30, 2022 except by written consent by both parties.

FOR :

Ryder Integrated Logistics, Inc.

United Automobile, Aerospace
Agriculture Implement Workers
Of America, UAW

Alan Siegman, Director Labor Relations

James Kemp, Bargaining Chairman
Local 933, UAW

Gary Holmes, President
Local 933, UAW

Ron Dubree, Int'l Servicing Rep.
Region 2B, UAW

Rich Rankin, Director
Region 2B, UAW

SIGNATURE PAGE ON FILE

APPENDIX A

Employee discipline will be administered in a timely fashion. Performance will follow the six (6) Step Progression stated below and Safety Violations will follow the discipline progression as follows: Written warning, 1 day suspension, subject to discharge as stated in the Ryder Safety Policy (RAB- Risk Associated Behaviors). Nothing in these rules and regulations shall abrogate the Employee's right through the Union of which he is a member to challenge a penalty through the regular grievance process. 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
Step 4	1 Day Suspension
Step 5	3 Day Suspension
Step 6	Termination

WORK RULES

- All employees are required to notify the employer as soon as they are aware of their inability to report for work. Notification will not be less than two (2) hours prior to the employee's assigned starting time. Failure to comply with this requirement may result in appropriate disciplinary actions. Employees wanting verification of their call-in will be given the appropriate number to call for that purpose.
- Wasting time or loitering during work hours.
- Failure to report back from lunch and breaks to designated work areas at scheduled work times based on departmental timepieces.
- Failure of employee to notify his/her supervisor, by using the employee call-in line @ (317) 466-4023, within one hour after start time of his/her inability to report to work due to sickness or any other reason that will cause him/her to be absent one (1) hour or more. Employees wanting verification of their call-in will be given the appropriate number to call for that purpose.
- Smoking in the building or in non-designated areas.
- Use of cellular phone in work areas.
- Headphones/radios in the work area.
- Off duty employees' presence in the interior of the Company's facilities or their work areas without Supervisor approval.
- Gambling while on duty or on Company property.
- Contributing to unsanitary conditions, poor housekeeping or littering. This includes plant, office, parking areas, customer property, material handling and industrial equipment.
- Entering or exiting premises by means other than regular entrances and exits or violating security process.

- Visitors inside the company premises without permission.
- Food and drink will not be allowed in the production areas. Food and drink will be limited to the designated lunch areas only.
- Any performance-related problems which violates the work instructions for the job assignment.
- Disparagement of the company or its services to customer, dealer, or vendor.
- Discourtesy to customers/suppliers.
- Making malicious false statements about any employee, the company or its services.
- Abusive language directed toward any individual with intent to create a hostile work environment.
- Indecent conduct while on company premises.
- Engaging in horseplay, running, scuffling, throwing things or participating in practical jokes which may disrupt work production and/or endanger employees or Company property.
- Failure to follow the dress code in maintaining proper attire.
- An employee who suffers a work-related injury or illness, no matter how minor, must report it to his/her supervisor as soon as it occurs, or is discovered and complete an injury/illness report.
- Failure to wear personal protection equipment in accordance with OSHA and Company regulations.

Note: This is not an inclusive list of all infractions.

Appendix B
Powered Industrial Truck
Written Safety Rules and Procedures

1. Lift trucks shall not be driven up to anyone standing in front of a bench, racks, dunnage, or fixed object.
2. All body parts (hands, arms, head, feet, legs, etc.) are prohibited outside the operator compartment of the truck, between the uprights of the mast or within the reach mechanism or other attachments of the truck.
3. Passengers are not allowed to ride on powered industrial trucks.
4. Operators shall not block access to fire or emergency exits, stairways, fire equipment or electrical panels.
5. Operators shall not block or impede travel on designated walkways with freight, dunnage, or a powered industrial forklift.
6. Under all travel conditions; operate the truck at a speed that will permit it to be brought to a stop in a safe manner.
7. Stunt driving and horseplay shall be prohibited.
8. The operator must slow for wet and slippery floors.
9. Running over large loose objects on the floor is prohibited.
10. The operator is responsible for cleaning up, or spreading an agent that will absorb all fluid leaks (oil, hydraulic, transmission, etc.) from the floor.
11. Operators are required to report ALL lift truck accidents involving personnel, building structures and equipment to department management when it occurs.
12. The operator shall handle loads only within the capacity rating of the truck.
13. Lift trucks shall not be used for any purpose other than what they were designed.
14. No person shall be allowed to stand or pass under the elevated portion of any truck whether empty or loaded.
15. Lift trucks shall not be started or any of its functions or attachments operated from any position other than from designated operator's position.
16. If the powered industrial lift truck is equipped with seat belts or other restraining devices, the Operator must use these devices.
17. The operator shall be aware of their surroundings before traveling with any Powered Industrial Equipment, especially when backing up.

18. A safe distance of approximately 3 truck lengths shall be maintained when following another lift truck and the operator shall keep his/her truck under control at all times.
19. The operator shall not pass another truck traveling in the same direction at an intersection.
20. The operator shall yield the right of way to pedestrians at all times.
21. Operators shall slow down and sound audible warning device (horn) at cross aisles and other location. Where vision is obstructed unit must be brought to a complete stop before entering the intersection.
22. When exiting a trailer or confined space the operator shall stop and shall look 180 degrees and then sound an audible device (horn) before exiting.
23. The operator must keep a clear view of the path of travel and observe for other traffic, personnel, and safe clearances. If the load being carried obstructs forward view, travel with the load trailing.
24. The operator shall not form a train of freight or dunnage for the purpose of pushing with an industrial fork truck.
25. When the forks are empty, the operator shall travel with the forks at a negative pitch as low to the floor as practical. The operator is responsible for adjusting the height of the forks to a safe level when the operating terrain warrants.
26. When traveling with a load on the forks, the operator shall travel with the load as low to the floor as practical with the load tilted back slightly for improved stability.
27. At no time shall a powered industrial lift truck be parked on inclines, ramps or on dock plates.
28. A no time shall a powered industrial truck be left UNATTENDED when the operator is more than 25 feet from the truck which remains in view, or whenever the operator leaves the truck and is not in view regardless of distance, the unit must be shut off, parking brake set, and forks level on the ground. (When applicable)
29. To change an LP gas tank, the operator shall put on rubber work gloves and goggles.
30. Lift trucks shall not be operated with a leak in the fuel system.
31. No operator shall enter a trailer without it being properly chocked on both sides, or a mechanical dock lock is engaged.
32. The operator of the industrial powered lift truck shall be responsible for the engaging/removing of the dock leveler, or the portable dock plate, and engaging/disengaging the dock lock.
33. Under no circumstances shall an employee operate a powered industrial truck/forklift until he/she has successfully completed the Ryder Forklift Certification Program, and is certified. This includes all new operators regardless of claimed previous experience.
34. All Powered Industrial Equipment operators must perform a pre-trip inspection, and document it, and have it available on their equipment for the duration of their shift, and turned in at end of shift.
35. All operators must yield the right-of-way to pedestrians.

36. All operators must obey location-specific rules for Powered Industrial Equipment operation or traffic, and signage.
37. Operators shall not drive in a reckless manner.
38. All operators shall only move loads within the capacity of the unit, and shall not move a load that cannot be safely controlled due to the height of the load.
39. Safety glasses shall be worn by all forklift operators, or where a hazard assessment warrants.
40. Two vehicles shall not drive side by side in the same direction except during passing.
41. No operator shall operate any Powered Industrial Equipment that is deemed Out Of Service.
42. Portable CD players, tape players, radios, or cell phones with or without headsets shall not be used when operating equipment. Only two-way communication radios are allowed.
43. All operators must use a (3) three-point stance when entering and exiting equipment.
44. Only authorized and certified personnel shall change and/or re-charge batteries for Powered Industrial Equipment.
45. All Powered Industrial Equipment operators must be familiar with, and abide by the Powered Industrial Equipment Written Safety Plan. (OSHA required)

Ryder has the authority to revoke an individual's Powered Industrial Equipment license for the following reasons:

- Speeding
- Stunt Driving
- Horseplay
- Operator negligence which results in damage to facility, company property or equipment.
- Disregard for established plant safety rules, procedures or traffic signs.
- Engaging in risk-related behavior while operating Powered Industrial Equipment.
- Failure to comply with license renewal requirements.
- Driving Powered Industrial Equipment deemed OUT OF SERVICE.
- Failure to report ALL COLLISIONS involving personnel, building, or equipment to management when it occurs.
- Smoking or the use of any igniting source in the LP cylinder storage area, battery area or during the changing of LP fuel cylinders, or batteries.

APPENDIX C

VOLUNTARY AUTHORIZATION FOR CHECK-OFF OF DUES

INTERNATIONAL UAW, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW)
DETROIT, MICHIGAN 48214

LAST NAME FIRST INITIAL MIDDLE INITIAL SOCIAL SECURITY NO.
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ADDRESS (NUMBER AND STREET)
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CITY STATE ZIP CODE
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To: Ryder Integrated Logistics, Inc.

I hereby assign to that Local UAW of the International UAW, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), designated by the International UAW to Ryder Integrated Logistics, Inc., in writing, as having jurisdiction over the unit where I am employed, from any wages earned or to be earned by me as your employee, (in my present or in any future employment by you), such sums as the Financial Officer of said Local UAW may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sums as may be established from time to time as UAW dues in accordance with the Constitution of the International Union, UAW, or as a service charge equal in amount to the dues which members are required to pay if I elect to become a non-member.

Irrespective of my membership status in the UAW, this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between Ryder Integrated Logistics, Inc. and the UAW, whichever shall be shorter, unless written notice is given by me to Ryder Integrated Logistics, Inc. and the UAW between the dates of April 1 and April 15 beginning in the year 2013 and continuing each year thereafter. "This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

(Applicant's Signature) _____ Date _____
(Witness) _____

CANCELLATION OF VOLUNTARY AUTHORIZATION FOR CHECK-OFF OF DUES

INTERNATIONAL UAW, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW)
DETROIT, MICHIGAN 48214

LAST NAME FIRST INITIAL MIDDLE INITIAL SOCIAL SECURITY NO.
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ADDRESS (NUMBER AND STREET)
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CITY STATE ZIP CODE
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To whom it may concern:

I am hereby notifying you that I revoke my authorization for deduction by Ryder Integrated Logistics, Inc. of Union dues from my wages and that I hereby resign my membership in the UAW and its Local 933 ("Union"), effective immediately.

(Applicant's Signature) _____ Date _____
(Witness) _____

LETTER OF UNDERSTANDING # 1

DRIVER COMPENSATION

Drivers are required to ensure that all loads are delivered on time to the locations assigned to their routes. Due to the Responsibility and time sensitivity of these assignments, breaks and lunches are not scheduled for drivers. Drivers are allowed normal break and lunch activities as the daily schedule permits. Therefore, drivers are paid for all hours on his/her assigned routes or work assignments.

FOR THE COMPANY:

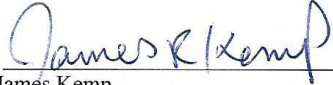
David Reeb

FOR THE UNION:

James R Kemp

LETTER OF UNDERSTANDING # 2

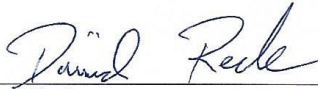
The purpose of this letter is to clarify disciplinary action in our agreement issued by Ryder Management. Our Intent is when an employee violates Work Rules and Attendance Policy within the same occurrence, he/she will not be issued both violations, but only the one that will adversely affect the employees disciplinary record the most. This is an attempt by the Union, agreed by management, to prevent employees from being disciplined twice for the same occurrence. All discipline will still be subject to the grievance procedure.



James Kemp
Bargaining Chairman
Local 933, UAW

5-3-16

Date



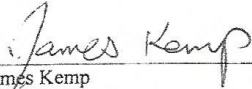
David Reck
Senior Logistics Manager
Ryder Integrated Logistics

05/03/16

Date

LETTER OF UNDERSTANDING # 3

The purpose of this letter is to clarify Article 23 Section 8 Weekly Guarantee that every employee shall be guaranteed 40 hours a week when the customer is in full production, Ryder Management, after discussion with the Union, has implemented a process of No Point No Pay. This process entitles the employee to leave work without any disciplinary action or pay. The No Point No Pay process will only be implemented at management's discretion and is strictly voluntary by seniority rights. This is an effort to combat the day-to-day volume fluctuations of the customer.


James Kemp
Bargaining Chairman
Local 933, UAW

4-9-13
Date


David Reck
Senior Logistics Manager
Ryder Integrated Logistics

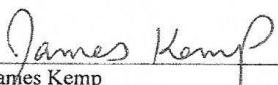
04/09/13
Date

LETTER OF UNDERSTANDING # 4
KEY CARDS

Article 23 Section 1 of our agreement states all employees shall exercise proper due care and protection of the employer's property and equipment. The key cards (fobs) that were issued by management for access to the building are considered company property. Effective Monday, March 9, 2009, an employee will be charged with this article violation when he/she loses his/her key card.


Article violations follow the 4-step disciplinary procedure.

If you lose your key card, report the loss to management immediately.



James Kemp
Bargaining Chairman
Local 933, UAW

4-9-13
Date



David Reck
Senior Logistics Manager
Ryder Integrated Logistics

04/09/13
Date

Letter of Understanding

Both the Union and The Company agree that if the State of Indiana passes a law that reverts it back to NON – Right to Work State, the Company agrees to change the Union Security Clause back to the language in the CBA effective May 1, 2013 – April 30, 2016. The clause can be found on page 5 of this CBA Section 4A. The Company will re-publish the current 2016-2019 CBA once this change has been made.

