

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



**RYDER INTEGRATED LOGISTICS, INC.
(Lansing, Michigan GM LOC Facilities)**

AND



**INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA – UAW LOCAL 652**

AUGUST 1, 2021 THROUGH DECEMBER 31, 2024

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ARTICLE 1
AGREEMENT

This Agreement is entered into by and between Ryder Integrated Logistics, Inc. (hereinafter referred to as the "Company"), its successors or assigns and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, (UAW) and its affiliated Local Union 652, (hereinafter referred to as the "Union").

This agreement shall be binding upon the company's successors, assigns, purchasers, lessees, or transferees whether such succession, assignment, or transfer be effected voluntarily or by operation of law; and in the event of the company's merge or consolidation with another Employer, this agreement shall be binding on the merged or consolidated Employer.

ARTICLE 2

RECOGNITION

The Company recognizes the Union as the exclusive bargaining agent for all full-time Ryder warehouse employees and drivers at the Company's General Motors LOC facilities located at 2901 S. Canal Road, Lansing, Michigan, and any future facilities and/or locations in support of the GM Lansing Grand River, and/or GM Lansing Delta Township accounts in Lansing, Michigan, but excluding managerial employees, confidential employees, temporary employees, independent contractors, other companies' employees, clerical employees, guards and supervisors as defined in the National Labor Relations Act.

The Company agrees to negotiate with the accredited representatives of the Union, who may be chosen in any manner determined by its members, for the purpose of settling any disputes which may arise concerning the provisions of this Agreement.

The Company agrees that there shall be no discrimination against any employee because of any service rendered the Union in accordance with this Agreement.

The Company and the Union agree that the provisions of this Agreement shall be applied to all employees covered by this Agreement without discrimination based on race, color, religion, age, sex, national origin, height, weight, marital status or individuals with disabilities, as required by appropriate state and federal law. Any claims of violation of this policy, claims of sexual harassment or of any laws regarding discrimination or harassment on account of disability may be taken up as a grievance.

During the term of this Agreement the Company will not relocate the plant or any of its bargaining unit operations located at 2901 S. Canal Road, Lansing, MI without prior notice to the Union, and without immediately entering into Effects Bargaining with the Union.

ARTICLE 3
PURPOSE AND MUTUAL INTEREST

It is the intent and purpose of the parties hereto to provide orderly collective bargaining relations between the parties, to provide for fair disposition of differences that may arise between the parties during the term of this Agreement and to promote the spirit of cooperation and industrial peace.

This Union and the Company understand that the facilities covered by this Agreement serve multiple customers.

Whereas, the very existence of the Company is conditioned and dependent upon the faithful carrying out of its obligations and responsibility in serving the customer, and

Whereas, this responsibility to the customer is the responsibility of both the Union and the Company, and requires that any dispute arising between the Union and the management be adjusted and settled in an orderly manner without interruption of service to Customers, and

Whereas, both parties hereto recognize the responsibility of service to the customers, and

Whereas, the employees covered by the Agreement are expected to treat all customer personnel in a friendly, courteous, professional and helpful manner, and in turn the customer personnel are expected to treat all Ryder employees in the same manner, and

Whereas, both parties recognize the principle of a fair day's work for a fair day's pay.

Now, therefore, the Company and Union agree that our relationship needs to be based on mutual cooperation and joint problem solving, rather than confrontation.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. Affairs of Business

Subject to the provisions of this Agreement, it is agreed that the Company retains the sole and exclusive right to manage the affairs of the business, to respond to operational changes made by its customer, and to direct the working forces of the Company. Such functions of management include, but are not limited to, the right to hire; enforce rules of safety; promote as per Article 16; discharge, or discipline for just cause; layoff employees; and maintain efficiency of operations, subject, however, to the restrictions governing the exercise of these rights as are expressly provided in this Agreement. The Company 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 or not to work on any job or shift and the equipment to be employed in the performance of such work.

Section 2. Nothing herein shall permit the Union or any of its members to assume authority to officiate in a managerial or supervisory capacity.

Section 3. Rules and Regulations

The Company shall have the right to establish, maintain and enforce 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. These rules and regulations include, but are not limited to, the Principles of Business Conduct and Ethics, workplace violence and security rules. The Company also has the right to amend these rules and regulations.

The Company shall furnish the Union with a written or printed copy of all such rules and regulations, and all subsequent changes therein. Nothing in this section limits the Company's right to respond immediately to changes made by its customer. The Company's decision not to exercise any right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

The Company agrees to negotiate with the union any future shop rules that would be added to this list or changes to the existing shop rules. It being understood that the Union is not waiving their rights to bargain.

ARTICLE 5
EQUAL EMPLOYMENT OPPORTUNITY

As an Equal Opportunity Employer, the Company will not discriminate against any employee because of membership or non-membership in any labor organization, or because of race, religion, creed, color, national origin, sex, age, sexual orientation, marital status, disability, veteran, or Vietnam Veteran's Act Status. The Union agrees to support the principles of Equal Opportunity Employment, and to cooperate with Company investigations of allegations of discrimination. Any employee, who engages in discriminatory behavior, including harassment based on race, religion, sex, age, weight, sexual orientation, marital status, disability, veteran, or Vietnam Veteran's Act Status, or any other protected status by State or Federal law, is subject to discipline up to and including discharge, based on the seriousness of the offense. An employee who makes an intentionally false allegation of discrimination or harassment is subject to discipline up to and including discharge.

ARTICLE 6
UNION SECURITY AND CHECK-OFF OF UNION MEMBERSHIP DUES

Section 1. General Rules and Procedures

- (a) An employee who is a member of the Union at the time this Agreement becomes effective or any employee hired on/or after the effective date of this Agreement may become a member of the Union upon acquiring seniority and shall continue membership in the Union for the duration of this Agreement to the extent of paying the membership dues uniformly required as a condition of acquiring or retaining membership in the Union.
- (b) The Union shall accept into membership each employee covered by this Agreement who tenders to the Company or to the Union the Authorization for Check-Off of Dues or Membership Application as a condition of acquiring or retaining membership in the Union.
- (c) "Members of the Union" where used herein means any employee who is a member of the Union and is not more than thirty (30) days in arrears in the payment of Union dues and assessments specified herein.
- (d) During the life of this Agreement, the Company agrees to deduct Union membership dues and initiation fees as levied by the International Union or Local Union in accordance with the Constitution and By-Laws of the Union, from the pay of each employee who executes or has executed the Authorization for Check-off of Dues as furnished by the Union.
- (e) A properly executed copy of such Authorization for Check-off of Dues form for each employee, for whom Union membership dues are to be deducted hereunder, shall be delivered to the Company before any payroll deductions are made. Deductions shall be made hereafter, only under Authorization for Check-off of Dues forms, which have been properly executed and are in effect.
- (f) Deduction shall be made only in accordance with the provisions of said Authorization for Check-off of Dues together with the provisions of this article of the Agreement.
- (g) On/or before the first day of each month the Union shall deliver to the Company any executed Authorization for Check-off of Dues forms under which Union membership dues are to be deducted, which are in addition to those forms which are already in force and effect, together with a summary of the employees and the amount of the dues then due and payable for each employee, including any dues which may be delinquent.
- (h) Dues deductions shall be remitted by the Company to the designated financial officer of the Union once each month within fifteen (15) days after the second regular payday in the month. The Company shall furnish, with the remittance for dues, a list of those for whom deductions have been made and amounts of such deductions or shall return to the Union the forms furnished by them at the beginning of the month for the purpose of making the deductions.
- (i) Any dispute, which may arise as a consequence of the deductions of dues, shall be reviewed with the employee by a representative of the Union and a representative of the Company.
- (j) The Company shall not be liable to the International Union or its locals by reason of the requirements of this article of the Agreement for the remittance of payment of any sum other than those constituting actual deductions made from the employee wages earned.
- (k) The Local Union will furnish the Company, within thirty (30) days from the effective date of this Agreement, the names of all members paying dues direct to the Local Union.
- (l) The parties recognize that the Michigan legislature has passed a law effective March 27, 2013 that make it unlawful for them to enter into an agreement requiring membership in the Union as a condition of employment. Accordingly, as long as that law remains in effect, this agreement does not require employees to become or remain members in the Union as a condition of employment. If this law is not repealed:
- (m) An employee who is a member of the Union at the time this agreement becomes effective may continue membership in the Union for the duration of this agreement or withdraw from membership anytime.
- (n) An employee who is not a member of the Union at the time this agreement becomes effective may become a member of the Union at any time after employment and remain or subsequently withdraw as a member of the Union for the duration of this agreement.
- (o) Ryder agrees not to discriminate against any team member or applicant for employment because of membership or non-membership in the Union or because of anything said or done in furtherance of or opposition to the Union.

Section 2. Union Indemnification

The Union shall indemnify and save the Company harmless against any claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken or not taken by the Company under the terms of this article.

ARTICLE 7
STRIKES AND LOCKOUTS

Section 1. Strikes

The Union and the employees covered by this 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 Company's (or customer's) operations or 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 employee who violates this section shall be subject to discharge.

Section 2. Lockouts

The Company agrees that, so long as this Agreement is in effect, there shall be no lockouts.

Section 3. Crossing a Picket Line

It shall not be a violation of this Agreement and it shall not be cause of discharge, disciplinary action, or permanent replacement if any employee refuses to go through, or work behind any union authorized picket line by union members, when said union members are involved in a union authorized strike.

Section 4. Liability

The Company agrees that neither the UAW, its officers, agents, nor the members, shall be held liable for damages for unauthorized stoppages, strikes, intentional slowdowns, or suspensions of work.

The Union agrees that as a part of the consideration of this Agreement, that it will take immediate steps to try to end any unauthorized stoppages, strikes, intentional slowdowns, or suspension of work, as soon as possible after a violation occurs.

ARTICLE 8
BARGAINING COMMITTEE AND UNION BUSINESS

Section 1. Bargaining Committee

The Union shall be represented by a full –time paid Bargaining Committee of not more than four (4) members. The four members of the Bargaining Committee will be elected to fill the following positions. It shall be mandatory that the Bargaining Committee work on the shift that they are elected to:

Bargaining Chairperson - First Shift
Bargaining Committee – First Shift, Second Shift, Third Shift

The Bargaining Committee of four (4) shall negotiate all contracts, wage agreements and supplements. The Union shall notify the Company in writing of the names of the Bargaining Committee, and the Chairperson thereof and the shift for which each member will be the designated representative.

No one shall be eligible to serve as a Bargaining Committee Representative unless they are an employee and until their name has been placed on the seniority list and all requirements as set forth by the UAW International Constitution, local By-Laws, and Unit By-Laws have been met.

In the event there are new locations added to the Lansing area, which increase Union responsibilities the Company and the Union agree to negotiate any changes to the number of Bargaining Committee members and Alternates.

Section 2. Alternates

The Company shall recognize three (3) union alternates, who shall serve solely as grievance handlers, one of 1st, one on 2nd and one on 3rd shift. The union alternates shall not be members of the Bargaining Committee and shall not negotiate contracts, wage agreements and supplements. The alternates will be elected by the Union in accordance with the Unit By-Laws.

All members of the Bargaining Committee, excluding the Bargaining Chairperson will have alternates that will take the place of the committee person in case of an absence, sickness, leave, or any other event that may cause the absence of that committee person. Alternates will not be eligible to negotiate contracts, wage agreements, or supplements. The alternate's exclusive duties are to handle committee calls and grievances in the committee person's absence. Alternates will be chosen in accordance to the Unit By-Laws.

Section 3. Committee Calls

Employees that have union business with a Union Representative shall schedule that business through their supervisor in writing and the applicable Union Representative will be contacted within 20 minutes. To the extent possible, these meetings shall be scheduled within one (1) hour from the confirmation of the call from the supervisor to the Union Representative.

For the purpose of presenting grievances to the Company, the Chairperson of the Committee, plus not more than one (1) other Union Representative and the International Representative, shall attempt to settle such grievances.

Section 4. Time Spent Conducting Union Business

Each Union Representative shall be paid by the Company at their regular rate of pay for time spent in Union activity as follows:

- (a) For all time spent in meetings including overtime with the Company for the purpose of negotiations on contracts, additional rates due to new classifications, and necessary supplements due to the changes in methods and procedures or other legitimate reasons;
- (b) For all time spent, during their regular shift, by a Union Representative in the prompt and efficient settlement of legitimate grievances and other legitimate representation functions;
- (c) For all time spent in General Meetings of the Union with the Company;
- (d) The Chairperson of the Bargaining Committee will be paid for all meetings (during normal working hours) held outside of the facility that directly affects the commitment to fulfill his/her duties as the Chairperson of the Bargaining Committee;
- (e) The Chairperson of the Bargaining Committee will be allowed adequate time to carry out the legitimate functions of the bargaining unit, after receiving permission from the Human Resources Manager or their authorized representative in their absence; and

- (f) The Bargaining Committee will be allowed to have meetings of the entire committee during regular working hours, when necessary, after receiving permission from the Human Resources Manager or their authorized representative in their absence.

Section 5. Facility Access

The Members of the Bargaining Committee or any officer or any official of the International Union, Local Union or Local Union designee may enter the plant at any time during regular working hours to check any grievance or meet with management, or any person or persons necessary for the proper handling of grievances, or other legitimate union business upon timely notification to the Human Resources Manager or other designated agent of the Company.

Section 6. Union Bulletin Boards

The Company agrees to provide four (4) enclosed bulletin boards, two (2) for each facility, which will be used exclusively by the Union. The location of said boards will be determined by the Company and the Union. Proper use will include, but not be limited to the following:

- (a) Notices of Union meetings;
- (b) Notices of Union elections;
- (c) Notices of Union appointments and the result of the Union elections;
- (d) Notices of Union recreational and social affairs; and
- (e) Other notices concerning bona fide Union activity.

However, materials that are in the opinion of the Company to be derogatory, or portraying the Company or its customer(s) in a negative light shall not be permitted.

Section 7. Union Office

The Company will provide a union office (2901 Building) with the following equipment:

- (a) Desk
- (b) Five Chairs
- (c) A four drawer file cabinet
- (d) Telephone with answering machine
- (e) Current technology computer with printer (computer upgrades as necessary)

Section 8. Bargaining Committee Phones

The Company will provide each member of the Bargaining Committee with a full-service smart phone, for use of company business only.

Section 9. Super-Seniority

The members of the Bargaining Committee shall head the seniority list in case of layoff or recall only so long as they hold such membership.

Section 10. Overtime or Extra Work

When there is weekend overtime or extra work, when all departments are not regularly operating, a Union Representative will be present as outlined below:

When twenty (20) or more employees are working in the facilities, a Union Representative will be present. This person will be determined by the Bargaining Committee.

Section 11. New Employees Covered by Agreement

The Company will provide a copy of this Agreement and will introduce a new employee to their Bargaining Committee Representative within three (3) business days from the day that the employee begins work under this Agreement.

The Union will be given two (2) hours to do a new member orientation with the new members to welcome them to the Union and review the CBA with them so they understand their rights and the history of the Union. The orientation will be conducted by the Bargaining Committee Chairperson or his/her authorized designated representative and will be conducted during the time of the Company's new employee orientation meetings with new employees.

Section 12. Monthly Communication Meetings

The Company and Bargaining Committee will have monthly communication meetings, unless both parties mutually agree that more or less meetings are needed.

Section 13. Union Newsletter

The Union can issue a monthly newsletter to the membership. This will be the Union's sole right and effort to provide the membership with the updated information and news.

ARTICLE 9 GRIEVANCE PROCEDURES

Section 1. Definition of a Grievance

A grievance shall be deemed to exist whenever there appears to be a difference of opinion, or misunderstanding between the Company and the Union and/or one or more of the employees represented by the Union as to the intent and/or application of any of the provisions of this Agreement.

Section 2. Recourse to the Grievance Procedure

All disciplines are subject to the grievance procedure. The Bargaining Committee and alternates shall have the right to institute policy grievances. Any such policy grievances or grievances that involve employees in more than one group or department, or where there are unusual circumstances existing may be entered at step 3 of the grievance procedure.

Section 3. Preliminary Discussion

Before filing a written grievance, any employee having a grievance or a designated member of a group having a grievance will state the grievance to his or her floor supervisor, dispatcher or designee. The employee may request a Union Representative to be present, during the discussion of the grievance. If the employee is not satisfied with his or her supervisor, dispatcher or designee's answer, and the Union Representative is not present, the supervisor will call the Union Representative without further discussion. The Company will then provide the Union Representative and the aggrieved employee a place to discuss the grievance without the presence of the supervisor dispatcher or designee's. The supervisor dispatcher or designee's will attempt to settle the grievance verbally in the presence of the Union Representative.

A grievance must be written within seven (7) working days of its occurrence, or if the issue is processed through the supervisor seven (7) working days from their disposition. In the event circumstances of a case make it impossible for the employee and/or the Union to know they had grounds for such claim prior to that date, they shall have seven (7) working days from the date they became aware of the occurrence or incident leading to the grievance. For the purpose of the grievance procedure, all instances of the term 'working days' are interpreted as Monday through Friday. Working days are all days except for contractual holidays, and Saturdays or Sundays. If an agreement is not reached the procedure outlined in section 4 below shall apply.

Section 4. Grievance Steps

Step 1: The Union Representative will reduce the grievance to writing on forms provided by the Union. The grievance will then be given to the Warehouse Area Manager, Transportation Shift Manager or designee. The Manager will give a written answer to the grievance by the end of the seventh (7th) regular scheduled workday, unless an extension of not more than three (3) working days is requested by the Company.

The grievance shall state the article(s) of the Agreement that the Union alleges to have been violated, and the remedy sought. The Union shall make every effort to meet these requirements. However, a failure to do so shall not render the grievance invalid.

Step 2: If the grievance is not satisfactorily settled in the first step, the Union may appeal the Company decision. Such appeal shall be made by notifying the Human Resources Manager in writing that the settlement of the grievance in the first step is not satisfactory. The Human Resource Manager and/or the Shift Manager such other representatives of the Company as he or she shall deem necessary, shall meet with the Union to discuss and attempt to reach a settlement of the grievance. Such meeting will take place within seven (7) working days unless an extension of not more than three (3) working days is requested by either party. The Human Resource Manager will give their written answer of the grievance to the Chairperson of the Bargaining Committee within seven (7) working days from the time of the meeting at which the grievance was considered, unless an extension of not more than three (3) working days is requested by the Company.

Step 3: If the grievance is not satisfactorily settled in the second step, the Union may appeal the decision in that step to the Plant Manager. The Plant Manager and such other representatives of the Company as he or she shall deem necessary shall meet with the designated members of the Bargaining Committee and the International Representative of the Union to discuss and attempt to reach a settlement of the grievance. Such meeting will take place at a time and place agreed to by both parties. The Plant Manager's response, via Human Resources Manager, will answer the grievance in writing, one copy to the Chairperson of the Bargaining Committee, one copy to the International Representative, within seven (7) working days from the time of the meeting, unless an extension of not more than three (3) working days is requested by the Company.

Step 4: If the grievance is not satisfactorily settled in the third step, the grievance will be referred to a Federal Mediator for a possible resolution prior to arbitration. The Union and the Company will present their respective positions to a Federal Mediator. He or she will render a recommendation to the parties for resolution to the grievance.

If the proposed settlement is accepted by the Union and the Company, the grievance will be considered resolved. If either party disagrees with the proposed settlement, the Union may appeal to arbitration.

Section 5. Appeal to Arbitration

Any grievance defined in section 1 that has been properly and timely processed through the grievance procedure set forth in section 4, and that has not been settled at the conclusion of step 4 in section 4, may be appealed by the Union to arbitration. The Union must serve the Human Resources Manager with written notice of its intent to appeal to arbitration. All appeals to arbitration must be made within fifteen (15) working days after rejection of the Federal Mediator's proposed resolution. The Union's failure to do so shall constitute a waiver of the Union's right to appeal to arbitration and the Company's written answer at step 3 shall be final and binding upon the Grievant, the Union, and the Company. The time limit may be extended if either party requests a time limit extension.

The Union must submit its grievance to the within fifteen (15) working days after the Union serves the Company with written notice of its intent to appeal to arbitration to the FMCS (Federal Mediation and Conciliation Service). The Union's failure to do so shall constitute a waiver of the Union's right to appeal to arbitration, and the Company's written answer at step 3 shall be final and binding upon the employee, the Union, and the Company.

Section 6. Arbitration

An arbitrator will be selected through the auspices of the FMCS (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 insurance 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 FMCS (Federal Mediation and Conciliation Service) and the Arbitrator will be equally divided between the parties. Each party shall bear its own arbitration expense for representation and the use of witnesses.

Section 7. Time Limits

If either party fails to take action on a grievance within the time limits set forth above, the grievance is forfeited to the other party, but the forfeiture does not establish precedent regarding the dispute that led to the grievance. All time limits set forth in this article shall be extended if either party requests a time limit extension.

Section 8. Grievance Settlements

Grievances that are settled by the Union and the Company prior to arbitration shall be in writing signed by a Bargaining Committee Representative, a Company representative, and the Grievant. The settlement shall be final and binding on the Union, the Company, and the Grievant, unless a Grievant has a successful appeal through the appeal process outlined in the UAW Constitution in which case the grievance will be reinstated at the last step that the grievance was argued. The settlement shall not amend, or modify any provision of this Agreement and shall be without precedent.

ARTICLE 10 SENIORITY

Section 1. Seniority and Probationary Period

- (a) The Company will be the employer from the first day of employment for all employees except for temporary employees as defined in this article.
- (b) The Company will hire employees directly, at its own discretion, subject to a probationary period of fifty-nine (59) calendar days. These employees are not covered by this Agreement and shall have no recourse to the grievance procedure until the completion of the probationary period. During the probationary period, it shall be the right of the Company to layoff or discharge an employee without the necessity of showing just cause.
- (c) Any approved time-off due to a layoff less than or equal to thirty (30) calendar days will count towards the accumulation of an employee's probationary period. However time-off due to a layoff that is greater than thirty (30) calendar days will not count towards the accumulation of calendar days used to calculate an employee's probationary period.
- (d) Any approved absence that exceeds five working days during the probationary period, with the exception of layoffs as described in (c), shall extend the probationary period equal to the period of absence.
- (e) On the sixty (60) day a probationary employee's name will be placed on the seniority list and referred to as seniority employees. Seniority employees shall be defined as employees who have successfully completed their probationary period and are part of the bargaining unit unless they exercise their rights under Article 6 Section 1(m).
- (f) Benefits eligibility for all benefits will be effective in accordance to the chart located in Article 27 of the collective bargaining agreement.

Section 2. Seniority Determination

In the case where two or more employees start to work on the same day, their seniority shall be governed in the following manner: the last four digits of their Social Security Number shall be used in determining the respective positions on the seniority list, with the employee having the lowest Social Security Number being assigned first to the seniority list.

Section 3. Seniority Lists

One seniority list will be maintained for both facilities to be used for, but not limited to the following purposes: layoff, job bids, and shift preference.

Section 4. Quarterly Employee Roster

The Company shall keep a true seniority list of all employees having seniority rights, which shall be posted on the Company bulletin boards within thirty (30) days from the effective date of this Agreement, and then every three (3) months thereafter. The Company will also provide the Bargaining Committee Chairperson with a copy of each posted seniority list.

Section 5. Employees Transferred Outside of the Bargaining Unit

Employees transferred outside of the bargaining unit for more than ninety (90) calendar days will lose all seniority rights in the bargaining unit. However, if an employee chooses to transfer back within the ninety (90) calendar day period, he or she will be returned with no loss of seniority. After ninety (90) calendar days out of the bargaining unit, the employee will lose all seniority rights. The Company will provide the Union with the effective date that any member transfers outside of the Bargaining Unit.

Section 6. Loss of Seniority

An employee shall cease to have seniority rights and be terminated if the employee:

- (a) Quits voluntarily;
- (b) Is discharged for just cause and not reinstated;
- (c) Is absent for four (4) consecutive working days without notifying the Company;
- (d) An employee is laid off for eighteen (18) months or the length of their seniority, whichever is greater;
- (e) Retires from employment with the Company;
- (f) The employee fails to return to work after a layoff within four (4) days after the notification requirements set forth in Article 15, Section 3, have been exhausted;
- (g) Exceeds a leave of absence without written approval of the Company except where a documented emergency prevents an employee from requesting an extension from the Company;
- (h) The employee becomes employed elsewhere while on an approved leave of absence without Company approval; and
- (i) Is on inactive status on medical leave for an amount of time up to a minimum of thirty (30) months or the length of their seniority, whichever is greater.

Section 7. Temporary/Lease Employees

No person working at the Lansing LOC facilities will be temporarily employed by any temporary service or other entity, except as provided below:

- (a) Upon mutual agreement, the Company may utilize Temporary Warehouse Workers and Temporary Lease Drivers to supplement the ARO and back up Driver pools during the Summer vacation months, June-September. These workers will not be covered by the provisions of the Collective Bargaining Agreement.
- (b) The Company may utilize Lease Drivers above the planned number of backup drivers, with written notice to the Union, to cover any approved leave of absence no more than thirty (30) working days to meet staffing requirements for work normally performed by the bargaining unit for unforeseen circumstances beyond the Company's control. The thirty (30) working day limitation may be extended by mutual agreement between the Company and the Union.

This provision will not be utilized if there are qualified seniority employees on layoff.

Section 8. Employee Transfers

Ryder employees that accept a transfer from a different Ryder facility to bargaining unit jobs at the Lansing facilities, will be considered new hires and will not be permitted to transfer their previous Ryder seniority to the Ryder Lansing facilities, except for the purposes of vacation.

Lansing bargaining unit employees that experience a loss of employment due to layoff will be given preferential hiring status at other Ryder GM, Ford or Chrysler LOC and transportation facilities. Employees that transfer from Lansing to different Ryder locations will be subject to the transfer of seniority restrictions in place at that location.

ARTICLE 11 JOB CLASSIFICATIONS

Section 1. Job Classifications

The work at the facilities covered by this Agreement will be assigned into the following job classifications:

- (a) Maintenance Technician
- (b) Driver
- (c) Quality Technician
- (d) Hot Parts Driver
- (e) Leadperson
- (f) Absentee Relief Operator (ARO)
- (g) Maintenance Technician Trainee
- (h) Forklift Operator
- (i) Material Handler

Section 2. New Job Classifications

In the creation of a new job classification within the bargaining unit or a significant modification of the content of an existing job classification within the bargaining unit, the Union shall have the right to negotiate a wage rate for the new or changed classification. Upon failure to reach an agreement, the Union may initiate a grievance at step 2 of the grievance procedure. If the grievance is moved to arbitration, the arbitrator will make his or her decision on the pay rate of the new classification based on the requirements of the job as it relates to other jobs within the bargaining unit on a revised classification based on added work, added responsibilities and the complexity of the revised classification.

Section 3. Job Classification Descriptions

Job Descriptions are defined in Appendix A of this agreement. These descriptions can be amended by the Company after a meeting occurs with the Union to discuss the Union's input before any changes are implemented.

ARTICLE 12
OUTSIDE CONTRACTED WORK

Section 1. Customer Request

From time to time, the Company may be requested by its customers to perform services other than bargaining unit work previously agreed to by the parties. The Union will be informed of the request as soon as possible. When these requests occur, the Company will meet and confer with the Union regarding these requests in an effort to reach an agreement regarding the scope and duration of the request. If an agreement cannot be reached, the Company's decision to use outside contractors will be subject to the grievance procedure.

Section 2. Bargaining Unit Work

Bargaining Unit work will only be done by members of the bargaining unit and the Company cannot and will not make any decision to contract work out at anytime, except as allowed under Section 1 of this Article, Section 3 of this Article and Article 10, Section 7 on Temporary Employees.

Section 3. Maintenance Work

Maintenance work will be performed by the Maintenance Technicians except for the following where the Company may use outside contractors or it is not bargaining unit work:

- (a) Maintenance work on equipment that is not owned by Ryder, other than strippers, production equipment, and any other equipment maintenance already maintains.
- (b) Maintenance work that is beyond the capability or expertise of the maintenance technicians.
- (c) Maintenance work for which there are not enough maintenance technicians available at the time when the need arises, or
- (d) Maintenance work that requires certain specialized tools or equipment that the Company does not have.

Section 4. Safety

All outside contractors will follow all safety rules and regulations that are established by the Company's safety department. This will include but will not be limited to all rules set forth for orange crush zones and lift assist work to be done. The Company will make all outside contractors aware of our safety rules and regulations and require that they follow them before they can operate any equipment in our facility with a signed agreement.

ARTICLE 13
SUPERVISORY EMPLOYEES WORKING

Supervisory employees shall not be permitted to perform any bargaining unit work. In the event of the following circumstances the bargaining unit will be notified prior to the performance of any work:

- (a) In extreme emergencies involving unforeseen circumstances which call for immediate action to avoid shutting down the customer's production line;
- (b) In assisting in the performance of necessary work when operational difficulties are encountered on a job, providing the bargaining unit employees assigned to that job are present and also working to correct the difficulty which exists, and providing there are no other qualified bargaining unit employees available at that time to assist; and
- (c) In the instruction or training of bargaining unit employees.

ARTICLE 14 HOURS OF WORK AND OVERTIME

Section 1. Work Hours

There shall be specified starting and quitting times posted for all shifts in each work location. It is understood that this may change from time to time according to customer schedule changes. To the extent possible, the Company will give one (1) week notice of such changes.

Section 2. Normal Workweek

The normal workweek shall be considered to be forty (40) hours per week consisting of five (5), eight (8) hour days, Monday through Friday or four (4) ten (10) hour days Monday through Thursday inclusive. Except in the event there is a third shift, in which case such shift's workweek may commence on Sunday. Should the hours and/or week require changes as noted above the Company and the Union will work out any necessary language changes as needed.

Section 3. Overtime Notice

The Company cannot predict whether, when or how much overtime work is required because the facilities covered by this Agreement support a Just-In Time work system.

Where overtime is planned, employees will be given as much advance notice as possible. Under normal circumstances, notification of weekend overtime will be given by the end of the first shift on Thursday when there is a five (5), eight (8) hour day schedule or by the end of the first shift on Wednesday when there is a four (4) ten (10) hour days. Where overtime is unplanned, advance notice may be minimal.

Section 4. Overtime Scheduling

(a) Weekday Overtime

When there is weekday overtime within specific teams within the following departments:

- (1) Sequencing, LOC Bulk, LOC PPS, Forklift, Drivers, Hot Parts Drivers, and receiving employees assigned to a specific job(s) will perform any overtime required to complete the daily production schedule. This is defined as work continuation.
- (2) However, overtime within a department that is not driven by the daily production (general work) schedule will be offered by seniority within the department. The Company will first allow volunteers from the top of the seniority list to work, and if the need is not filled, the Company will then make overtime mandatory from the bottom of the seniority list.
- (3) Weekday overtime within the following classifications – Maintenance Technician, Quality Technician, and Maintenance Technician Trainee, will be offered by seniority and by shift within each team in the following manner - voluntary from top of the seniority list and mandatory from bottom of the seniority list if the need is not filled based on qualifications.

(b) Weekend Overtime

When there is weekend overtime within specified teams within the following departments:

- (1) Sequencing, LOC Bulk, LOC PPS, Forklift, and Receiving that is driven by the production schedule will be offered by seniority within the team in the following manner – voluntary from top of the seniority list and mandatory from bottom of the seniority list based on classifications.
- (2) Weekend overtime within the Maintenance Technician, Quality Technician, and Maintenance Technician Trainee classifications will be offered by seniority in the following manner – voluntary from top of the seniority list and mandatory from bottom of the seniority list if the need is not filled based on qualifications.
- (3) Weekend overtime that is not driven by the production schedule (general work) will be offered by seniority within each of the following classifications between both buildings: Leadperson, ARO, Forklift Operator, Material Handler, Maintenance Technician, Quality Technician, Driver, Hot Parts Drivers, and Maintenance Technician Trainee.

Section 5. Overtime Rate

Time and one half will be paid for all hours worked over forty (40) per pay period. Contractual holidays as defined in Article 22, vacation, jury duty leave, bereavement leave, and military leave, shall be considered as days worked for the purpose of computing overtime pay.

If assembly plants take eight (8) or more hours out of production on a five (5) eight (8) work week, thirty-two (32) hours or less in a calendar week, then daily overtime will be calculated at time and one half for all hours worked over eight (8)

hours per day during that workweek, except in instances where an employee has an unexcused absence during this week and total working hours combined w/lost production hours is less than or equal to forty (40), then daily overtime will not apply.

If assembly plants take ten (10) or more hours out of production on a four (4) ten (10) work week, thirty (30) hours or less in a calendar week, then daily overtime will be calculated at time and one half for all hours worked over ten (10) hours per day during that workweek, except in instances where an employee has an unexcused absence during this week and total working hours combined w/lost production hours is less than or equal to forty (40), then daily overtime will not apply.

Double time shall be paid for hours worked on contractual holidays as defined in Article 22. The provision for double time on a holiday shall not apply to the following shifts: (1) any shift which starts on the day before a holiday and ends on a holiday; and (2) any shift which starts on a holiday and ends on the day following the holiday.

Double time shall be paid for hours worked on Sundays. The provisions for double time on a Sunday shall not apply to the following shifts:

- (a) Any shift which starts on Saturday and ends on Sunday, except for third shift employees; and
- (b) Any shift which starts on Sunday and ends on Monday, except for second shift employees.

Section 6. Breaks and Lunch Periods

There shall be a fifteen (15) minute paid break after the start of the normal shift time prior to the lunch period; a thirty (30) minute unpaid lunch break; and a fifteen (15) minute paid break following the lunch period but before the end of the normal shift time. When there are any hours worked over eight there will be a ten (10) minute paid break at the nine hour mark. When there is a three-shift operation scheduled and the employee is not given a thirty (30) minute non-paid lunch period, the employee shall receive a twenty (20) minute paid lunch period. Drivers are paid for breaks and lunches and should take allotted time when available.

Employees will be allowed reasonable restroom breaks throughout the shift.

Section 7. Working through lunch

Employees are not allowed to work through their lunch unless directed to do so. If an employee does not get a thirty minute lunch break, the employee must complete and sign a Time Correction Request form to ensure they are paid correctly. Working through lunch or working overtime without prior authorization will be grounds for discipline.

Section 8. Call-In Pay

The Company agrees to pay employees four (4) hours of pay when they report to work on a regularly scheduled working day, and are sent home due to lack of available work.

However, payment will not be granted in the following situations:

- (a) where the Company attempts to notify employees not to report to work by giving them advance notice (i.e. to call the call-in line before reporting to work) when conditions beyond the Company's control, such as acts of God, are likely to occur; and
- (b) where the Company makes a good faith effort to notify employees not to report for work.

Section 9. Pay Period

The pay period begins at 12:01 a.m. on Sunday and ends at 11:59 p.m. on Saturday. Checks are normally distributed the following Friday. When a payday falls on a holiday, the Company will have paychecks distributed the day before the holiday.

Section 10. Early Leave with Permission.

At times the Company may decide to permit employees to leave early on any given day within a classification, by team, on a shift. When these instances occur, the Company may allow employees to leave early without an attendance penalty through the following processes.

1. Once it is determined that employees can leave early, the Company will circulate a form that employees may voluntarily sign up to leave work early, without being assessed an attendance point. When employees sign up to leave early, they must accurately indicate if they desire to utilize available unscheduled vacation time (hours) for the duration of their normally scheduled shift, or if they desire to leave early without utilizing vacation time. Employees that intentionally misrepresent their available unscheduled vacation time (hours) in order to be selected to leave early will be subject to progressive disciplinary action.
2. Volunteers who have available unscheduled vacation hours greater than the leave early time (time remaining during shift), and indicated on the sign up sheet that they are willing to utilize their vacation time for the balance of

their normally scheduled shift, will be the first employees selected to leave based on seniority. Those employees who have chosen to utilize vacation will fill out the appropriate form before they leave and give it to their supervisor.

3. If there are not enough volunteers who elected to utilize their vacation time, or no employee(s) volunteer to use vacation time, then those employee(s) who signed up to leave early without using vacation time will be selected, by seniority. These employee(s) chosen in this step will only be paid for the hours they worked.
4. If there are no, or insufficient volunteers with, or without, using vacation time, then the least senior employee(s) in the Department will be forced and they shall be paid in accordance with Article 14, Section 8, Call In Pay.

ARTICLE 15
LAYOFF

Section 1. General Rules For Layoff

There are three types of layoffs that may occur – temporary, emergency suspension of production (i.e. unforeseen naturally occurring events, customer or supplier strikes), and indefinite layoffs. Temporary layoffs are defined as periods of layoff with a return to work date. Indefinite layoffs are defined as periods of layoff with no return to work date.

When there is a temporary or indefinite layoff, the following rules will be observed:

- (a) The Company shall consult with the Union before a layoff and shall furnish the Chairperson of the Bargaining Committee the names of those workers to be laid off at least three (3) working days in advance of such layoff.
- (b) All layoffs shall be effective the end of the shift of the last day worked, and any position changes made necessary because of layoffs shall be made effective on Sundays, unless otherwise agreed to with the Union.
- (c) No probationary or seniority employee will be laid off temporarily or indefinitely, if the Company is utilizing temporary employees to perform bargaining unit work at the facilities.
- (d) Temporary employees' assignments will be ended first. Probationary employees will be laid off second after all temporary employees' assignments have been ended.
- (e) The members of the Bargaining Committee shall head the plant-wide seniority list for the term of their office. Super seniority shall be applicable for layoff and recall only.
- (f) Layoffs greater than thirty (30) days, employees will not be eligible for any benefit plans, wages, or other forms of compensation to include holiday pay. An employee will be allowed to take vacation payout, which will be paid on the final pay period prior to the layoff; however all other items listed previously will still end. The employee's benefits will be reinstated on the first day of the month following the employee's return to work.

The following rules are observed for Recalling Employees during a Temporary Layoff:

- (g) For all temporary layoffs only, Job Openings posted during a temporary layoff period will be filled from the temporary layoff list, by classification from the most senior qualified employee held at time of layoff, excluding employees who selected a voluntary layoff. The recalled employee will return to his/her department and classification held prior to the temporary layoff, when that layoff has concluded.
- (h) Bumps as defined in Article 17 will be suspended 3 weeks prior to and throughout the duration of a temporary layoff period for all classifications, unless the bumpee and bumper positions are not affected by the layoff.

Section 2. Layoffs

(a) Temporary Layoffs

When there is a temporary layoff the following procedures will be observed.

- (1) Production Driven Work
 - (a) Process for Temporary Layoffs for Two (2) Weeks or Less: Layoffs will be by seniority by classification within departments for Material Handlers, ARO's, Leadpersons and Forklift Operators. All others will be by seniority by classification. Layoffs will be voluntary from the top of each classification seniority list and if the need is not filled, mandatory from the bottom of each classification seniority list.
 - (b) Process for Temporary Layoffs for Greater than Two (2) Weeks: Layoffs for Teamleads, ARO's, Material Handlers, and Forklift Operators, Maintenance Technicians, Quality Technicians, Hot Parts Drivers, Drivers, and Maintenance Technician Trainee will be offered by seniority within each of these classifications. Layoffs will be voluntary from the top of each classification seniority list and if the need is not filled, mandatory from the bottom of each classification seniority list.
 - (c) When employees that are on a temporary layoff return to work they will return to the job they held prior to the layoff.
- (2) General Work
 - General work will be defined as work that is not driven by the daily production schedule. During temporary layoffs, general work will be offered to laid off employees with the most seniority, and if the need is not filled, mandatory from the bottom of the seniority list. This does not include work that is part of an employee's daily duties or overtime.
- (3) If a temporary layoff turns into an indefinite layoff the higher senior employees will be recalled and the lower seniority employees will be laid off mandatory from the bottom up.
- (4) In situations where a portion of the laid off group is required to return to work, Management will establish the manpower requirements for the services needed. Based on these requirements, Management will identify the employees who were laid off based on the teams that would be needed to do the work. These employees will be

recalled. If the manpower requirements are not filled, then additional employees will be recalled by classification beginning with those who were forced out by seniority, followed by those who volunteered off by inverse seniority.

(b) Emergency Suspension of Production

If a customer or supplier goes on strike then employees in the affected positions will be released for the day. These employees will be allowed to work in their same classification for the unaffected customer(s) by seniority within their same classification during the strike period. The employee must complete a notification form by the end of his/her normal shift on the day the strike occurred to indicate their decision to work for the unaffected customer during the strike.

The Company will only bring employees who completed the form back to work, who have seniority, within ten (10) calendar days. When the strike is over, the laid off employees will return to the positions they held prior to the strike.

(c) Indefinite Layoffs

- (1) Indefinite layoffs are defined as a period of layoff that does not have a return date for the employees. During indefinite layoffs, layoffs will be by seniority among all classifications between both buildings, where an employee is qualified to do the job as set out in Article 16.
- (2) Recalled employees from indefinite layoff will follow Article 16 for job openings, except that they will be selecting job openings on their first day back from recall. They will only have that day to select open jobs.

Section 3. Recall Procedures

When there is a recall of the workforce, the following procedure and rules shall be observed:

- (a) When an increase in the work force is necessary, employees who have been laid off, and have seniority with the Company, shall be recalled in the order of their seniority, with the employees having the most seniority being recalled first from an indefinite layoff and from the bottom up from a temporary layoff.
- (b) Recall letters shall be sent UPS to the last address of the employee on the records of the Company. The employee shall have the responsibility of keeping the Company informed as to his or her address. Employees shall notify the Company of their address or change of address and shall be given a receipt from the Company that such notice has been given. A copy of address changes shall be given to the Financial Secretary of UAW Local 652. The Company shall be entitled to rely upon the address shown on its records.
- (c) Employees on layoff status must report for duty within four (4) business days after receiving a certified letter or the specified date on the letter if received more than four days before return date specified or forfeit all seniority rights. Recall will be considered sufficient if a certified letter (UPS signed) is sent to the last known address of the employee, or, if written notice of recall is personally signed and dated by the employee and the witness.

ARTICLE 16 JOB OPENINGS AND SELECTION

Section 1. Warehouse

Whenever a job opening occurs, a notice will be posted on the Company's bulletin board stating the building, pay rate, team, shift, and classification, for five (5) working days before an employee is selected to fill the opening. Employees will be entitled to apply for the job opening for a period of five (5) working days from the day the job opening was posted. Employees who are interested in applying for a job opening will sign their name on a form supplied by the Human Resources Department. The form will be made out in triplicate with copies to the Employee, the Company, and the Bargaining Committee. During the five-day posting period if the position has been vacated, the position will be filled at management's discretion for the five-day period. The employee will be transferred to their new job as soon as practicable, but no later than the second Sunday following the date the employee is notified of their awarded position.

Primary and secondary job openings shall be awarded to the senior employee for the following classifications, Material Handlers and Forklifts. All other job openings for the following classifications, Maintenance Technician, Maintenance Technician Trainee, Quality Technician, Leadperson, ARO, will be awarded as otherwise noted in this Article. All subsequent openings following the secondary openings will not be open to the bid process and will be filled at management's discretion.

Employees will be allowed to bid twice (2) per calendar year.

If an employee is demoted from their current classification, for no longer meeting one or more of the classification requirements, the employee will be placed in a material handler classification at management's discretion until they bump or bid into a new classification or department or team.

Section 2. Selection of Leadperson's and ARO's

The Company may select a Leadperson or an ARO based on seniority so long as the employees have the 7 point requirement to bid and meet the requirements based on the responsibilities and duties as determined by Appendix A of the CBA, such as process and/or technical knowledge, writing skills, communication skills, ability to obtain a tugger and fork-truck license, ability to train others, attendance, past work performance and disciplinary records. Among equally qualified candidates, the candidate with the most seniority will be selected.

Once a leadperson has been in that position for one year, they will have an annual review process which will include feedback/evaluation from team members and Supervisors in the team, including but not limited to attitude, leadership ability, communication skills and people skills.

Section 3. Selection of Maintenance Technician, Maintenance Technician Trainee and Quality Technician

The Company may select Maintenance Technician based on seniority so long as the employees meet the requirements based on the responsibilities and duties as determined by Appendix A of the CBA such as process and/or technical knowledge, writing skills, communication skills, attendance, past work performance, and disciplinary records. Among equally qualified candidates, the candidate with the most seniority will be selected.

Section 4. Selection of Driver and Hot Parts Driver

The Company may select Drivers and Hot Parts Drivers based on seniority so long as the employees meet the Company's hiring criteria as well as responsibilities and duties as determined by the Company in Appendix A of the CBA.

Section 5. Probationary Period

There will be a thirty (30) calendar day probationary period for each classification for the Company to evaluate the employee to determine whether he or she is able to meet the requirements of the job. The Company will give the employee sufficient training to meet the minimum job requirements. The employee assigned to a job opening will be trained in all aspects of the classification when necessary.

If an employee fails to make it through the probationary period, he or she shall return to his or her former classification. The Company will assign the job opening to the next qualified candidate with the most seniority that applied for the job. If that candidate is no longer interested in the job or no longer meets the requirements of the job, the Company will continue to fill the job opening using the same process. If this process is exhausted and the Company is unable to fill the job opening, then the job opening will be filled at management's discretion.

Section 6. Seniority

An employee shall carry his or her Company wide seniority to the job that he or she has bid on successfully unless otherwise noted in Section 8 of this Article.

Section 7. Transportation

- (a) If a route is eliminated refer to Article 15. Section 2. (c).
- (b) If an existing route becomes open or if a new route is created, between the biannual bump procedures, the open/new route will be posted for five (5) working days.
- (c) Primary and secondary positions will be filled by seniority among qualified candidates.
- (d) Subsequent openings will be filled by management's discretion.
- (e) Drivers who are awarded primary and/or secondary positions will not be eligible to bump into another opening until the next open bump procedure in March and September.
- (f) Openings until awarded will be filled at management's discretion.
- (g) Employees will be allowed to bid once per calendar year.

Section 8. Transferring Between Driver and Non-Driver Classifications

Effective April 15, 2007, when an employee from a non-Driver classification transfers into the Driver classification by exercising job bid rights under Article 16, their seniority date within the Driver classification shall be their date of entry into the Driver classification, but only for purposes of job bids (Article 16), job bumps (Article 17), overtime scheduling (Article 14, Section 4), and vacation requests (Article 21, Section 3). When more than one non-driver transfers into the driver classification on the same day, their seniority shall be determined in accordance with Article 10, Section 2 of this CBA. Effective April 15, 2007, when an employee from the Driver classification transfers into a non-Driver classification by exercising job bid rights under Article 16, they shall be given a new seniority date among all of the non-Driver classifications. This will be their date of entry into the non-Driver classifications, but only for purposes of job bids (Article 16), job bumps (Article 17), overtime scheduling (Article 14, Section 4), and vacation requests (Article 21, Section 3). When more than one Driver transfers into a non-Driver classification on the same day, their seniority shall be determined in accordance with Article 10, Section 2. Employees will only be given one seniority date for each Department. Example: Steve transfers into the transportation department, he will have his warehouse seniority date and his new transportation seniority date, later on, when Steve decides to transfer back into the warehouse, he will already have his warehouse seniority date.

ARTICLE 17
JOB BUMP PROCEDURE

Section 1. Warehouse Employees

Job bumping will only be permitted within an employee's current classification within their department which is held by an employee with less seniority, is allowed to do so subject to the following requirements:

- (a) Employees must give the Company written notice of their intent to bump into another job within their classification on a form supplied by the Human Resources Department. The form will be made out in triplicate with copies to the employee, the Company, and the Bargaining Committee, once the forms are delivered to the Company, the bump request cannot be cancelled.
- (b) All requests will be processed by Human Resources on Fridays at the start of second shift.
- (c) The Company will make every attempt to notify both employees involved of the results of the request no later than the Tuesday following the Friday as listed in Section 1(b) of this Article.
- (d) The employee will be transferred to their new job as soon as practicable, but no later than the second Sunday following the date the bump was processed.
- (e) Warehouse employees get one bump per calendar year.

Section 2. Drivers

- (a) All routes will be open twice every calendar year, March and September where seniority will prevail.
- (b) The bump procedure will start the first full work week of March and September.
- (c) Routes will be available for view at least 3 weeks before the start date of the new effective date.
- (d) The bump procedure will commence at least 2 weeks before the start date of the new routes with submission of the "Job Bump Request Form" which will be made out in triplicate and turned into the Company. A copy will be given to the employee, the Company and the Bargaining Committee. (New work assignments will be posted on Friday of this week) with consideration to Article 14 Section 1.
- (e) Training (if required), will occur at least 1 week before the start date of the new route assignments.
- (f) A re-bump of all routes will occur if 20 % of all routes change for the entire week (excluding temporary layoffs) and meet the following criteria:
 - 1. Total hours of the route are increased or decreased by one (1) hour or more. (and/or)
 - i. Start time of the route increases or decreases by 1 hour or more.(or)
 - ii. End time of the route increases or decreases by 1 hour or more.

This will not change the biannual (March and September) bump.

- (g) If a complete shift is cancelled or added a re-bump of all routes will occur however, this will not change the biannual (March and September) bump.
- (h) Drivers must be active prior to the start of the bump process.

ARTICLE 18
STANDARDS OF PRODUCTION

Section 1. Setting the Standards

The Company agrees to set its production standards on the basis of fairness and equity consistent with the quality of work, efficiency of operations, and giving reasonable consideration to the normal working capacity of the employee. In the event of changes in production standards, the Company will provide the Union notice of such changes as soon as available and can be shared.

The Union recognizes and assumes the responsibility imposed upon it as the exclusive bargaining representative of the employees covered by this Agreement, and further agrees that the employees covered by this Agreement individually and collectively should perform efficient work and service, provided the standards are safe per Article 19.

Section 2. Standard Disputes

Should a dispute arise over a production standard, the Company shall meet with the Bargaining Committee in an attempt to reconcile said dispute.

- (a) At the meeting the Company will provide the Union with a copy of the Company's time study.
- (b) If the dispute is not resolved, the Union may conduct its own time study, at the Union's expense.
- (c) If the Union conducts a time study, the parties will meet following the time study to attempt to resolve the dispute.
- (d) At any time, if there is no agreement reached, the Union may proceed through the grievance procedure.

ARTICLE 19
SAFETY, HEALTH AND SECURITY

Section 1. Work-Related Injury or Illness

An employee who suffers a work-related injury or illness, no matter how minor, must report it to his or her supervisor immediately and complete an injury/work related illness report, by the end of the shift during which the injury or illness occurs or is discovered. The Company will provide first aid kits and blood borne pathogen kits and all standard first aid supplies for minor cuts and scrapes.

Section 2. Lost Time

An employee injured at work will be paid for lost time away from work on the day of the injury or accident while seeking medical treatment. If the employee is not released to return to work that day, they will be paid for the remainder of their scheduled shift.

Section 3. Management Responsibility and Joint Health and Safety Committee

The Company is committed to providing a safe and healthy work environment and encourages the active involvement and support of all employees. To achieve this goal, the

Company will:

- (a) establish responsibilities in all levels of management and hold them accountable for implementing programs and procedures,
- (b) ensure through proper support and training that all employees are aware of hazards and accept responsibility for working safely,
- (c) establish and maintain operating procedures and programs,
- (d) design, construct, continuously improve, and operate facilities in a manner in which encourages the elimination of work related injuries, illnesses, and accidents.
- (e) also to ensure that all operations conduct business in compliance with applicable safety and health laws, regulation, and standards(DOT, OSHA, MIOSHA,ANSI, and NIOSH), and
- (f) provide the Union with all investigation reports and findings including but not limited to MARS reports.

The Union will actively participate in and support all aspects of the health and safety program. In order to provide for their own health and safety, employees will conduct themselves in accordance with the Company's health and safety programs and policies.

Section 4. Joint Health and Safety Committee

A Joint Health and Safety Committee will be established to provide overall direction and leadership. The committee will be made up of three (3) union members, selected by the Bargaining Committee Chair and three management members selected by the Plant Manager. The union Health and Safety Chairperson and the Safety Manager will Co-chair the committee.-The committee will meet once a month and minutes of the meetings will be kept.

Members of the committee will be provided access to information and data necessary to carry out their duties. Access will include but not be limited to: OSHA 101 and 200 301 forms, computerized injury and illness data, medical visit data, Material Safety Data Sheets, Industrial Hygiene Reports, layout and machinery drawings, photographs taken during accident investigations, hazardous waste information, environmental records, etc. If it is determined that the Company has had a personal exposure exceeding the permissible level as set forth in 29 CFR1910.1000, Air Contaminants or other applicable standards adopted by the company the members of the Joint Health and Safety Committee will be informed. Union members of the committee will be paid for time spent carrying out the duties of the committee.

This needs to be the general provisions set forth as a standard procedure for this Committee to follow. The responsibilities of the committee will include but not be limited to:

- (a) Review of injuries and illnesses to identify cause(s) and prevention.
- (b) Review of changes in shop rules governing safety.
- (c) Discussion of the Health and Safety Complaint Procedure.
- (d) Participation during inspections conducted by the Government or International Union Representatives.
- (e) Participation in the review of hazardous materials prior to their use in the plant.
- (f) Review and analysis of OSHA 101 and 200 301 forms and medical visit data.
- (g) Review of layout changes, machine modifications, and new equipment and machinery to insure that appropriate health and safety considerations have been addressed.
- (h) Conducting regular inspections, documenting deficiencies and following up on corrective action.
- (i) Developing and evaluating programs such as Fall Prevention, Noise Abatement, Ergonomics, Toxic Material Reduction, Preventive Maintenance, Lockout, etc.

- (j) Presenting problem areas and suggestions to the Plant Manager's operating staff.
- (k) Reviewing new standards and regulations and recommend appropriate changes in the work environment and plant procedures.
- (l) Monitoring compliance with government standards.
- (m) Taking an active role in reviewing, recommending and presenting local safety education and information programs and employee job-related safety training (e.g., hazard communication, lockout, confined space, new employee orientation, apprentice safety, etc.)

Section 5. Training for Members of the Joint Health and Safety Committee

Members of the Joint Health and Safety Committee will receive appropriate health and safety and ergonomics training in areas such as; Accident Investigation, Noise Control, Machine Guarding, Lockout, Confined Space Entry, Toxicology, Industrial Hygiene, Ergonomics, Fall Prevention, Ventilation and the Review of New Equipment. The Co-Chairs of the Joint Health and Safety Committee will select and schedule at least four (4) training sessions per year to be conducted during the time of the monthly safety committee meetings. The Company will pay \$250 per participant (up to 4 employees) for the registration fees and the Company will pay 100% actual lost wages, for the three Joint Health and Safety members and the Joint Health and Safety Co-Chairman from the Union to go to the Health and Safety Conference at the Walter and May Reuther Education Center each year of the Collective Bargaining Agreement.

Section 6. Health and Safety Complaint Procedure

The parties recognize that knowledge of health and safety hazards, good communication and prompt corrective action are fundamental to the success of this program. Further, the company will encourage employees to communicate concerns to their supervisors who have both the authority and responsibility to implement changes. If a health and safety issue cannot be resolved between an employee and supervisor, the employee may complete a Health and Safety Complaint Form and request the assistance of the Bargaining Committee Person or the Union Health and Safety Representative.

Section 7. The Company agrees to inform "All Employees" of any "Toxic or Hazardous Substances" in the workplace, and will train and supply all required Personal Protective Equipment to "All Employees" to ensure their safety and well being. Furthermore, the Company will ensure that "All Employees" are notified and trained on any new "Toxic or Hazardous Substance" introduced to the work place in accordance with the OSHA or MIOSHA Standard and meet all requirements of "Right to Know."

Section 8. No employee shall be required to perform work which he/she reasonably believes involves a substantial probability that serious physical harm may occur. No employee shall be required to work on a job or machine with which he or she is unfamiliar until they receive adequate instruction and training in the performance of the job.

Section 9. Work Related Injuries

The Company shall furnish competent medical services and supply adequate facilities for the proper diagnosis and treatment of cases resulting from injuries, physical impairments, or afflictions obtained while working in the facilities immediately following an incident. The Company may only attempt to remove foreign objects from an employee's eye using an eye wash system, and the Company's use of other devices such as tweezers to remove foreign objects from an employee's eye is prohibited. Employees will be placed only on jobs within their medical restrictions. Upon approval from an employee's physician, and in accordance with Michigan law, and subject to work availability, employees off work due to work-related injury or illness will be required to participate in a transitional light duty return-to-work program for up to ninety (90) days. Transitional light duty assignments will be in accordance with the employee's physical condition as communicated by his or her physician. There are no permanent light duty positions at the facilities covered by this Agreement. An employee or the Company may request a re-evaluation of medical restrictions if a problem occurs in performing the activities of the assigned job. The Company will provide, upon request, a copy of the medical records to the employee. When a team member uses a medication or medical supply from a first Aid Kit for a work related condition, the Supervisor will complete an injury report. The Company will continue to refer team members to the medical provider for appropriate medical care and OSHA 300 log recording as required by OSHA and MIOSHA. All reports will be posted annually on an OSHA 301-A log in accordance with the OSHA and MIOSHA standard.

Section 10. Ergonomics

The Company and Union will establish a comprehensive ergonomics program. The program will include:

- (a) On-going systematic analysis of injury and illness records (Workers'
- (b) Compensation claims, OSHA recordables, medical visits, Sickness and Accident records).
- (c) Job analysis to identify high risk jobs.
- (d) Application of engineering and/or administrative controls to eliminate or reduce risk.
- (e) Worker involvement in the identification of hazards and selection of control methods.
- (f) Training for engineers, workers and supervision.

- (g) Establishment of design criteria for engineers as per NIOSH standards.
- (h) Active involvement of the medical department in the identification of problems, medical evaluation, treatment, rehabilitation, record keeping and job placement of restricted workers.

The elements of the program include Injury and Illness Analysis, Job Evaluation, Implementation of Control Measures, Medical Management and Training.

The program is administered by the Joint Safety Committee.

The Company will designate a management representative to work on ergonomics with the Union Health and Safety Chair or a designated member of the Health and Safety Committee. These two individuals will make up the Joint Ergonomics Committee. Jointly they will perform all job evaluations and duties of the Joint Ergonomics Committee. The Management representative and the Union Representative will co-chair the committee. Meeting will take place once a month and minutes will be kept.

Injury and Illness Analysis

The Company will implement an occupational injury and illness data systems. Reports are to be generated on a regular basis and circulated to members of management and posted in designated locations in the plant. The reports will show trends, distribution by type of injury and areas highest in injury frequency. The Joint Health and Safety Committee and Ergonomics Committee will utilize the reports to focus efforts in areas where risk is highest and to monitor the overall effectiveness of the ergonomics program.

Job Evaluation

The Company will continue to encourage employees to report to management, orally or in writing, symptoms of ergonomic injury or ergonomic risk without fear of reprisal or discrimination. Evaluations will be performed combined with the Joint Ergonomics Committee Representatives of both the Company and Union. Sufficient time will be allotted to insure that job evaluations begin within two weeks of an injury or complaint. A copy of the evaluation will be provided to the area manager, injured union member, supervisor, and Joint Health and Safety Committee. The Company will develop a computerized inventory of all jobs in the warehouse and in transportation. In the future, injuries and evaluations will be linked to specific jobs. Evaluations will be performed whenever:

- (a) An employee reports complaint of injury or risk of ergonomic injury;
- (b) An employee is diagnosed with an ergonomic injury;
- (c) The Company becomes knowledgeable of a ergonomic risk in a specific work activity;
- (d) A Safety Concern Activity Report form is submitted alleging an ergonomic risk.
- (e) Evaluations will be updated when an employee is newly diagnosed with a ergonomic injury, the job or operation is substantially changed or after control measures have been implemented.

The components of a worksite evaluation will include but are not limited to;

- (a) Asking the team member which work activity may be causing the injury or symptom,
- (b) Identifying the specific work activities that are likely contributors to the ergonomic risk, symptom, or diagnosis,
- (c) Observation of job,
- (d) Identification and evaluation of potential countermeasures to reduce ergonomic risk
- (e) Asking the employee for ideas about minimizing ergonomic risk factors and
- (f) A description of the feasible control measures to be implemented. Such analysis includes input from team members whose jobs will be affected by the modification.

All job evaluations including updates will be documented. This includes evaluations performed on new jobs prior to any start ups. Upon receipt of an ergonomic job evaluation, the Supervisor will take action to implement countermeasures within 5 days. If the problem job is not resolved within 5 days, the Area Manager will report the problem job to the Shift Manager. If the problem job is not resolved by the Shift Manager within 5 days, it will be reported to the Operations Manager. If the problem job is not resolved within 5 days, it will be referred to the Unit Ergonomics Committee.

The Joint Ergonomics committee will conduct an additional follow-up evaluation and track progress through the Joint Health and Safety Committee.

Countermeasures

The Company will use feasible engineering controls and administrative controls to eliminate or reduce ergonomic risk. Control measures are deemed necessary when any work-related ergonomic risk causes or aggravates symptoms of an ergonomic injury, or when job activities are substantially likely to result in the development of an ergonomic injury. Engineering controls will be utilized whenever feasible. When engineering controls are determined to be necessary, feasible administrative controls will be used as necessary to control ergonomic risk before engineering controls are

implemented. Administrative controls will not be used as a substitute for engineering controls. Control measures will be implemented in a timely manner, based on the severity of the hazard.

A master list of all ergonomic problem jobs for the facility will be maintained. Problem jobs that are not corrected within two months will be placed on the agenda for the next meeting of the Joint Health and Safety Committee meeting.

Training

Personnel responsible for worksite evaluations will receive practical ergonomics training in the use of a basic job/risk factor checklist, problem identification, and implementation of ergonomic solutions. The Co-Chairs of the Joint Ergonomics Committee will select and schedule at least two (2) training sessions per year to be conducted during the time of the monthly joint ergonomics committee meetings. A member of the UAW Health and Safety Department Staff may assist in the development and delivery of the training for both the Union and the Company. Refresher training will be provided as necessary.

Annual Review

The Company and Union will jointly audit the entire ergonomics process each year and make recommendations for improvements to the Joint Health and Safety Committee. The Company will take whatever action is necessary to comply with applicable laws and regulations pertaining to employees' health, safety, and ergonomics. Where the Company and/or Union has reason to believe that a violation of a law or regulation is occurring or may occur, it may take whatever action is necessary to discontinue or prevent such violation.

The Bargaining Committee Chairperson or his or her designee shall serve as the Union representative at all "Opening and Closing Conferences" with OHSA, MIOSHA, or DOT. This person will have the right to consult with, and accompany the Company representative along with the State or Federal representative during the course of the inspection and have the right to be present with any union employee during the course of such investigation or questioning by the state or federal inspector.

Section 11. Safety Equipment

The Company will provide, without cost to associates, any protective devices or safety equipment that it requires the associates to wear and/or utilize in the performance of their job duties. Replacement of such devices or equipment because of normal wear and tear, or because of damage that is attributable to performing the associates' job duties, will also be without cost to associates, except for any such items or equipment lost, willfully damaged, or destroyed, with the following exceptions:

- (a) After the first 60 days of employment, the Company will pay up to \$150.00 annually for each eligible associate toward the cost of obtaining steel-toed footwear. The associate must provide the Company with proper documentation that the described footwear was purchased before such payment will be made. Open toed footwear is not permitted in any location of the facilities.

Section 12. Maintenance Technicians Working Alone

The Company recognizes the danger of having employees work alone. This danger is increased when moving machinery is involved, or where work is carried out in a confined space. Maintenance Techs shall not be permitted to perform work alone on any job that involves a Lockout/Tagout process, scissor lift, or any other equipment or machinery deemed to be a safety concern by the Joint Health and Safety Committee. This means that there will always be someone within the line of sight of that technician.

Section 13. Liability

The International Union, UAW, Local Union 652, Joint Health and Safety Committees, union officials, employees and agents shall not be liable for any work-connected injuries, disabilities or diseases which they did not cause and which may be incurred by employees of the Company or its subsidiaries or by third parties while on Company property. This is not intended to, and does not increase the Company's liability in such cases beyond its normal exposure, if any (i.e. Workers' Compensation).

Section 14. Driver Safety Provisions

- (a) **Accidents.** Every employee involved in an accident, if not incapacitated, shall:
 - (1) Immediately stop,
 - (2) Call police or 911 if applicable,
 - (3) Take all necessary precautions to prevent further accidents or injuries at the scene,
 - (4) Notify Ryder dispatch as soon as possible,
 - (5) Utilize Ryder Spill Kit to contain fuel spill if necessary,
 - (6) Take pictures of accident and surrounding area,

- (7) Give to the proper authority, your name and address, the name and address of the company, the license tag number and show driver's license, if requested,
 - (8) Employee must comply with all sections of FMCS Regulation #382.303,
 - (9) Obtain all witness and pertinent information at the scene and report this information to the company,
 - (10) Complete a written accident report and submit the report to your supervisor as soon as possible and/or by the end of the shift,
 - (11) If the employee was incapacitated, a verbal report will be given to the Company as soon as able, to provide any information/explanation of the events as he or she knows they occurred while still fresh in their memory, as well as the extent of their own physical injury, as much as they know of it. Said employee, when able, shall make out an accident report in writing, on forms furnished by the Company, in the usual manner, providing as much information as possible.
- (b) **Passengers.** No driver shall allow anyone, other than employees of the Company who are on duty, to ride in or on his/her truck, except by written authorization of the Company. In such cases, no more than two (2) people at a time shall ride in a cab of a tractor unless required by government agencies, where necessary, for checking equipment or in cases of emergency.
- (c) **Company Property and Equipment.**
- (1) All employees shall exercise proper care and protection of Company's property and equipment. No employee shall be compelled to pay for any losses or damages to freight or equipment.
 - (2) Upon occurrence or recognition, employees shall immediately report all defects or damage of equipment. Employees shall, as soon as possible and/or by the end of their shift, complete a written report on a suitable form furnished by the Company.
 - (3) Government Regulations. Nothing in this Agreement is to be construed to prevent the Company or its employees from complying with the regulations and rules of the DOT or any city, state or federal regulations.
 - (4) Examinations. Drivers and Hot Parts Drivers will comply with all DOT required examinations.

Section 15. Warehouse Accidents Steps. Every employee involved in an accident, if not incapacitated, shall:

- (a) Immediately stop,
- (b) Immediately Notify your Supervisor,
- (c) Follow instructions from Supervisor,
- (d) Contain and prevent any further incidents,
- (e) Fill out the incident report immediately upon direction from supervisor,
- (f) If necessary, the employee will be sent to the clinic to be checked out for any injuries immediately,
- (g) If the employee is not able to follow all steps above due to injury the reports will have to be completed upon return date.

ARTICLE 20 DRUG AND ALCOHOL POLICY

REGULATED POLICY

The U.S. Department of Transportation (DOT), and two of its subsidiary agencies, the Federal Motor Carrier Safety Administration (FMCSA), and the Federal Transit Administration (FTA), has adopted regulations requiring Ryder to implement a drug and alcohol policy for the regulated workers it employs. The regulations include prohibitions on the use of drugs and the misuse of alcohol, and establish drug and alcohol testing requirements for those regulated employees.

This Regulated Employees' Drug and Alcohol Policy details DOT rules on:

- alcohol use or abuse;
- the prohibited use, sale, or possession of drugs;
- the misuse of drugs; and
- the drug and alcohol-testing requirements for regulated employees who perform safety-sensitive functions regulated by the FMCSA and/or FTA.

This policy applies to any covered employee who performs what the FMCSA or FTA have defined as safety-sensitive work on a commercial motor vehicle (FMCSA) or who operate or service a revenue service vehicle (FTA) as described below, including Ryder employees and contractors performing regulated services on Ryder's behalf. This policy supplements Ryder's Drug and Alcohol Policy No. 8.45. Covered regulated employees must comply with this policy and Ryder's drug and alcohol rules for all employees.

This policy applies to all employees who perform safety-sensitive functions as defined by the DOT, FMCSA and FTA. The regulations describing the DOT, FMCSA, and FTA drug and alcohol rules in detail are found at 49 C.F.R. Part 40, 49 C.F.R. Part 382, and 49 C.F.R. Part 655.

Ryder will comply fully with federal, state and local regulations on drug abuse and alcohol misuse.

All candidates for employment must successfully complete a pre-employment drug screening prior to performing safety sensitive functions and if they do not, their offer of employment will be withdrawn or they will be terminated.

In addition to the dot regulations Ryder strictly prohibits the illegal possession, use, sale, attempted sale, conveyance, distribution, manufacture, cultivation, purchase, attempted purchase, or transfer of controlled substances or intoxicants, in any amount, at any time, or in any manner, regardless of whether the individual is working or on Ryder premises.

Please note that illegal drug use includes the use of prescription medicines not prescribed for the individual or not used as prescribed. Employees taking medication that impairs their ability to perform safety sensitive functions must notify their supervisor immediately. FMCSA regulated drivers must not use any drug, even by prescription, unless a physician has determined such use will not affect the driver's ability to perform work safely. Please note that the use of marijuana, including "medical marijuana" violates both FMCSA and FTA regulations and that the use of marijuana disqualifies an individual from holding a dot-regulated safety-sensitive position.

Ryder also strictly prohibits the use of alcohol while on the job, while on Ryder property, while operating a Ryder owned vehicle and while representing Ryder. Regulated employees are prohibited from consuming alcohol while on-call (FTA) or within 4 hours of any time in which they may be called upon to perform safety-sensitive work, and must not report for safety-sensitive work with alcohol in their systems. An individual who violates these rules is in violation of Ryder policy and will be subject to discipline, up to and including termination.

On occasion, Ryder may permit employees or contractors to consume alcohol at company-sponsored or approved events. Regulated workers must ensure that if they choose to consume alcohol at such events, they act responsibly and remain in compliance with the dot regulations at all times. (For example, regulated employees must not consume alcohol even at approved events if they are scheduled to perform safety-sensitive work within 4 hours.)

Ryder's Designated Employer Representative is Maria M. Ruiz and her designees. Please direct any questions you may have about this policy to her at (305) 500-3644 or by e-mail to: Ask_drug&alcohol@ryder.com.

Any covered employee who violates the DOT's regulations governing drug and alcohol use and testing also will be considered to be in violation of this policy and Ryder's Drug and Alcohol Policy.

Regulated employees in violation of this policy will be terminated from employment with Ryder, in addition to, and independent of, any sanction imposed by the DOT rules, except as may be limited by law or contract. (Job applicants in violation of the DOT rules will be denied employment.)

Accident – Under FMCSA regulations, an accident is an occurrence involving a commercial motor vehicle operating on a public road that results in: (1) a fatality; or (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (3) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle(s) to be transported away from the scene by a tow truck or other vehicle. In (2) and (3), testing is required only if a citation is issued to the driver. Under FTA regulations, "Accident" includes any incident involving a revenue service vehicle if as a result:

1. an individual dies;
2. an individual suffers bodily injury and immediately receives medical attention away from the accident scene;
3. if the mass transit vehicle involved is a bus, van, or automobile in which any vehicle (including non-regulated vehicles) incurs disabling damage requiring transport from the scene by a tow truck or other vehicle; or
4. the mass transit vehicle is a rail car trolley car, trolley bus, or the mass transit vehicle is removed from operation.

No citation is necessary to trigger a FTA post-accident test. Any employee whose performance could have contributed to the accident will be tested following an FTA-covered accident.

Alcohol – the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl and isopropyl alcohol.

Company Property – all Company owned or leased property used by employees, including but not limited to, vehicles, lockers, desks, closets, parking lots, etc., as well as all customer worksites and delivery facilities.

Commercial Motor Vehicle (CMV) - a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the vehicle:

1. Has a gross combination weight rating of 11,794 or more kilograms (26,001 or more pounds) inclusive of a towed unit with a gross vehicle weight rating of more than 4,536 kilograms (10,000 pounds); or
2. Has a gross vehicle weight rating of 11,794 or more kilograms (26,001 or more pounds); or
3. Is designed to transport 16 or more passengers, including the regulated employees; or
4. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

Contractor – individual performing regulated services on a temporary or contract basis under Ryder's operating authority.

Designated Employee Representative (DER) – is an individual identified by Ryder to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes. Ryder's designated representative is Maria M. Ruiz and her designees.

Drugs/Controlled Substances – The term "controlled substances" in this policy refers to the use of any drug regulated under the federal Controlled Substances Act, and includes all drugs available by prescription.

Federal Motor Carrier Safety Administration (FMCSA) – Federal agency responsible for issuing, administering, and enforcing safety regulations affecting commercial motor vehicles operated in interstate commerce.

Federal Transit Administration (FTA) – Federal agency responsible for issuing, administering, and enforcing safety regulations for entities that operate federally funded transit systems.

Medical Review Officer (MRO) – a licensed physician with an expertise in toxicology who is responsible for reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

Observed Collections – All return-to-duty and follow-up tests require an "observed collection," and observed collections may be required after certain circumstances indicating that adulteration or substitution may be an issue. All observed

collections will be conducted by a same-gender observer. An individual subject to observed collections will be directed to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the observer, by turning around, that they do not have a prosthetic device. After the observer has determined that the employee does not have such a device, he or she will permit the individual to return clothing to its proper position for observed urination. The observer must then watch the individual urinate, and specifically, watch the urine go from the individual's body into the collection container. Refusal to permit an observed collection where directed is considered a refusal to test.

On-Duty and Duty - "On-duty" and "duty" for purposes of the DOT regulations include any and all time engaged in safety-sensitive functions.

Performing a Safety-Sensitive Function - A regulated employee is considered to be performing a "safety-sensitive function" during any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Prohibited Drugs – As used in the DOT regulations, the drugs or drug categories for which a regulated employee must be tested. Prohibited drugs include amphetamines (including MDEA, MDMA, MDA, and methamphetamine), cocaine, marijuana, opiates and phencyclidine (PCP). Prohibited drugs may also include prescription medications if the use of those medications may affect safe performance.

Revenue Service Vehicle – includes a bus, electric bus, van, automobile, rail care, trolley car, trolley bus, or vessel that is used for mass transportation or for related services.

Safety Sensitive Function – FMCSA Safety-Sensitive Functions shall include:

1. All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
2. All time inspecting equipment or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. All time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

FTA Safety Sensitive Function (covered activities) – any time when an employee is performing or could be called upon to perform any of the following duties:

1. operating a revenue service vehicle, including when not in revenue service;
2. operating a non-revenue service vehicle, when that vehicle is required to be operated by a holder of a Commercial Driver's License (CDL);
3. controlling dispatch or movement of a revenue service vehicle; or
4. maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service.

Substance Abuse Professional (SAP) – a person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing and aftercare. SAPs must meet DOT-approved certification requirements.

PROHIBITED BEHAVIORS

The following activities are prohibited. Please review carefully, and note that both on-duty and off-duty activities are covered. Any violation of this policy will result in:

- immediate removal from safety-sensitive functions;
- referral to a Substance Abuse Professional ("SAP");
- possible disqualification from performing DOT regulated functions for any regulated employer; and/or
- disciplinary action, up to and including termination from Ryder employment.

Use / Possession of Illegal Drugs

As a matter of Ryder policy, Ryder employees are prohibited from using illegal drugs whether on duty or off duty. The use or possession of illegal drugs by any Ryder employee will result in immediate termination from employment.

Use of Prescription Drugs

Consistent with FMCSA regulations, a regulated driver may not report for duty or remain on duty if the driver uses any controlled substance, even by prescription, except when the use is both lawful and pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect his or her ability to operate a commercial motor vehicle safely.

Both Ryder and the DOT prohibit the use of prescription medication when:

- the medication is not prescribed for the individual,
- the individual exceeds the prescribed dosage,
- the medication causes the individual to be impaired or unable to perform his or her duties, and/or the specific medication is prohibited by DOT regulations for use by individuals who perform safety-sensitive functions.

Please note, for example, that both “medical marijuana” and methadone use disqualify an individual from performing any DOT-regulated safety-sensitive functions.

Remember that the use of marijuana for medical reasons, even as permitted by state law, is always prohibited by the FTA and FMCSA regulations and will disqualify an employee from performing any regulated safety-sensitive function. When an employee must use a medication that bears warnings about safe practices that might affect the employee’s ability to work safely – for example, when a medication warns against driving or operating machinery while using the medication – the employee must notify his or her supervisor and Human Resources representative of this fact. Human Resources will coordinate the process of sending a “safety concern letter” and addressing any work restrictions or accommodations to allow the individual to work safely.

All information Ryder learns about a regulated employee’s use of a medication or underlying medical condition will be treated as confidential and used only for the purpose of determining whether the employee may perform his or her job safely or, if not, whether a reasonable accommodation can be made.

Use of Non-Prescription Drugs

Ryder prohibits the use of non-prescription (over-the-counter) medications when:

- the medication causes the individual to be impaired or unable to perform his or her duties; and/or
- the individual is a driver or operates machinery and the medication directions warn the user to avoid driving or operating machinery.

The use of non-prescription drugs that contain alcohol (i.e., liquid medications containing ethyl alcohol (ethanol), such as but not limited to Vick’s Nyquil, Comtrex, Contac Severe Cold Formula Night Strength, and Listerine) are subject to the same restrictions as use/possession of alcohol by regulated employees. Employees who are scheduled to or may be called upon to perform regulated safety-sensitive functions must not take medications that contain alcohol while on duty, while on-call (FTA), or within four hours before they go on duty.

Use / Possession of Alcohol

No employee scheduled or available to perform safety-sensitive regulated work shall report for duty, remain on duty, or be immediately available for duty while having alcohol at a concentration of .04 or more in his/her system. In addition, except as may be limited by law or contract any employee scheduled or available to perform safety-sensitive regulated work who reports for duty, remains on duty, or is available for duty, and who tests positive for alcohol at a concentration of .02 or greater, shall be immediately removed from performing safety sensitive work. Proceed to terminate the employee. FTA-regulated workers may not return to safety-sensitive work until the start of their next scheduled shift, but not less than 8 hours following the test; FMCSA-regulated drivers may not resume safety-sensitive employment for at least 24 hours.

Ryder will terminate, for any regulated worker who has a breath alcohol concentration level of 0.02 or greater.

No regulated worker who is required to take a post-accident alcohol test as set forth below shall use alcohol for eight (8) hours following the accident, or until he or she satisfactorily completes a post-accident alcohol test, whichever occurs first.

Refusal to Submit

No regulated worker shall refuse to submit to an alcohol or drug test required by FMCSA or FTA regulation.

Refusal to submit (to an alcohol or controlled substances test) means that a DOT-regulated worker:

1. Fails to appear for any test within a reasonable time after being directed to do so. Individuals are expected to cease performing safety-sensitive functions and report for testing immediately, as required by the regulations. Ryder will consider any individual who fails to report for a drug test within 2 hours of notification to have refused the test (sooner, if there is no legitimate reason for the delay), absent unusual extenuating circumstances.
2. Fails to remain at the testing site once the testing process has begun through the time it is complete, (except for job applicants);
3. Fails to provide a urine specimen for any drug test required by the FMCSA or FTA regulations;
4. Fails to provide an adequate amount of saliva or breath for any alcohol test required by the DOT regulations and it has been determined, through a medical evaluation, that there was no adequate medical explanation for the failure;
5. Fails to permit a direct observation or monitored collection of a urine sample mandated by the regulations;
6. Fails to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
7. Fails or declines to take a second test the employer or the collector has directed you to take;
8. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER;
9. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector);
10. Fails to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
11. Possesses or wear a prosthetic or other device that could be used to interfere with the collection process;
12. Fails to sign the certification at Step 2 on the alcohol testing form; or
13. Admits to the collector that you adulterated or substituted the specimen, or the MRO reports you as having a verified adulterated or substituted test result.

Regulated workers who refuse to submit to required drug and/or alcohol tests are disqualified from performing any DOT-regulated safety-sensitive work (for any employer) until each has undergone a DOT-required SAP evaluation and completed any prescribed education and/or treatment, and has taken and passed a return-to work drug and/or alcohol test.

Employees and applicants are subject to certain categories of drug and/or alcohol testing under FMCSA or FTA regulations as described below. DOT tests seek the presence of amphetamines, cocaine, marijuana, opiates, and phencyclidine (PCP).

Pre-Employment Testing

Prior to commencing employment, a candidate for safety-sensitive work must undergo testing for prohibited drugs and must receive a negative test result in order to begin work. This requirement also applies whenever a regulated employee is transferred from a non-regulated to a DOT covered position.

A candidate's failure to receive a negative test result will result in the rescission of the job offer (and, if the candidate is a current Ryder employee, discipline in accordance with Ryder policy).

If the candidate tests negative, but dilute, he or she will be required to take a second test, consistent with Ryder policy and the DOT regulations. Ryder will revoke a candidate's job offer if the candidate receives two (2) negative, but dilute test results.

Once hired, FMCSA-regulated employees who miss thirty (30) days of employment for whatever reason are subject to pre-employment tests. FTA-regulated workers must be given a pre-employment test if they are out of the workplace for more than ninety (90) days. However, if these workers remain in the random testing pool while out, the pre-employment test is not required.

Note: Hiring managers must obtain DOT drug and alcohol test result records covering the prior three years from the candidate's prior employers and prospective employers. (see Section on "Obligation to Contact Prior Employers" detailed in this policy).

Random Testing

All regulated employees are subject to unannounced random drug and alcohol testing. Selection for testing will be made using a scientifically valid method such as a random number table, or a computer-based random number generator that is matched with an employee's payroll identification or other comparable identifying numbers. Each employee will have an equal chance of being selected each time selections are made. Random tests will be unannounced and spread reasonably throughout the calendar year.

Ryder's current vendor will provide location managers with a confidential list of employees who have been randomly selected to participate in the current random test group for drug testing. Some employees on the random selection list will also be designated to take a random alcohol test at the same time they are tested for drugs. Ryder will ensure that at least the minimum number of FMCSA/FTA regulated employees is selected for random testing each year in accordance with regulatory requirements.

When an employee is notified that he or she has been selected to take a random alcohol or drug test, the employee must proceed to the test site immediately. If an FMCSA regulated employee is performing a safety-sensitive function at the time of notification, the employee must stop performing the safety-sensitive function as soon as possible and then proceed to the test site. Employees participating in a random drug and alcohol test must be compensated at their regular rate of pay (overtime where applicable) for all time devoted to the test, including travel, waiting and specimen collection.

As a matter of Ryder policy, if the employee has not reported for testing within 2 hours (sooner, if there is no reason for the delay) Ryder may deem the individual to have refused the test and subject to immediate termination. An employee will be subject to random alcohol testing only while he or she is performing or ready to perform safety-sensitive functions, just prior to performing safety-sensitive functions, or just after performance of such functions has ceased. FTA regulated employees may be subject to random drug testing at any time while on duty.

Post-Accident Testing

Post-accident testing is required for FMCSA regulated employees involved in an accident while engaged in a safety-sensitive function if:

- the accident involves a fatality;
- there is an injury requiring off-site medical attention and the driver receives a citation for a moving violation arising from the accident; or.
- any vehicle sustains disabling damage and the driver receives a citation under state or local law for a moving violation arising from the accident. Each surviving driver operating a vehicle under Ryder's authority and involved in the accident must be tested.

Post-accident testing is required for all surviving FTA regulated employees following an accident if:

- the accident involves a fatality;
- any individual suffers an injury requiring immediate medical attention away from the accident scene;
- the revenue service vehicle incurs disabling damage and must be towed or transported from the scene by another vehicle; or
- if the mass transit vehicle is removed from operation

Post-accident testing includes all individuals whose performance could have contributed to the accident unless any covered employee's performance can be completely discounted as a contributory factor to the accident. This may include mechanics and other support personnel in addition to the operator.

Tests must be administered as soon as practicable following the accident, after any necessary medical assistance has been offered. A regulated employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed to have refused the test. Employees must not use alcohol until tests have been completed. All post-accident tests will be conducted as soon as possible, but in any event alcohol tests will be completed within 8 hours and drug tests within 32 hours of the accident. (When an alcohol test is not completed within two hours, Ryder will document efforts to conduct an alcohol test between 2 and 8 hours of the accident.)

Specific instructions regarding DOT post-accident testing are found in Safety, Health, and Security Procedure 5.10- Collision Reporting and Investigation. You are encouraged to obtain the Major Incident Card (Form No. X-737) available from the Graphic Arts Department.

Note: Note: If DOT regulations do not mandate a post-accident test, Ryder may nevertheless conduct post-accident drug and/or alcohol testing under its own authority, if a regulated employee is involved in an accident in which his or her actions appear (at the time) to have caused or contributed to an accident. Employees involved in an accident while performing any work for Ryder must notify their supervisor immediately, partly to determine whether DOT mandated testing is required.

Reasonable Suspicion Testing

Regulated employees are subject to drug and/or alcohol testing whenever they are reasonably suspected of using a prohibited drug or of misusing alcohol in violation of FMCSA or FTA regulations. Drug testing may be anytime while on duty. Alcohol testing may be just before, during, or immediately after actual performance of safety-sensitive functions.

Only Ryder personnel who have been specifically trained to recognize the signs of drug abuse or alcohol misuse in accordance with DOT regulation may make a determination that reasonable suspicion exists and may send a regulated employee for alcohol and/or drug testing based on reasonable suspicion. Determinations will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the individual.

In addition, Ryder may elect to conduct reasonable suspicion drug and alcohol tests under its own authority, if it has reason to believe that a regulated employee is in violation of its policy on alcohol and drug use.

In such a case, Ryder will perform any required reasonable suspicion alcohol test and urine collection required by the DOT first, in advance of any Ryder-required test or collection.

Return-to-Duty Testing

No regulated employee may return to safety-sensitive regulated employment after receiving a verified positive test result for prohibited drugs or alcohol, after refusing to submit to a drug or alcohol test, or after otherwise having violated the DOT drug and alcohol regulations, until he or she completes any prescribed education or treatment and takes and passes a return-to-duty test. All return-to-duty tests are conducted by Observed Collection, in accordance with DOT regulations. This requirement applies regardless of whether the individual is seeking work with Ryder or with any other DOT regulated employer. If the individual is an applicant, the return-to-duty test may also serve as the pre-employment test. Return-to-duty tests may be scheduled as soon as the employee is released to return to work and must be completed before the individual is permitted to perform any safety-sensitive function.

Follow-Up Testing

Any employee who has been permitted to return to duty following a verified positive test or refusal to test will be subject to unannounced follow-up alcohol and/or drug testing, as directed by his or her Substance Abuse Professional ("SAP"). At a minimum, the employee will be subject to six (6) unannounced tests in the first twelve (12) months following the return to safety-sensitive work, and may be subject to testing for as long as sixty (60) months following the return to work. All follow-up drug tests are conducted by observed collection, as required by DOT regulation.

Follow-up testing mandated by DOT rules shall be conducted only when the regulated employee is performing safety-sensitive functions, just before scheduled to perform safety-sensitive functions, or just after ceasing to perform safety-sensitive functions.

Follow-up testing requirements apply regardless of whether the individual was working for Ryder at the time of the violation.

TESTING PROCEDURES

All Ryder-utilized testing facilities, including collection sites and drug testing laboratories, must follow testing procedures in accordance with DOT regulation. These standards will ensure:

- reasonable privacy for tested individuals,
- nondiscriminatory testing methods, and
- integrity of specimens.

Ryder will inform individuals selected for testing if a test is mandated by DOT or by Ryder in its exercise of independent authority. See Ryder's generally applicable testing policy for details on Ryder's non-regulated test methods.

Alcohol Testing

Alcohol testing is performed by testing a breath or saliva sample as an initial test. Initial tests which are positive will be confirmed using an evidential breath testing ("EBT") device shortly after the first test is completed.

Ryder will ensure that its collectors use approved alcohol testing devices that meet all requirements set forth in the DOT regulations. In addition, Ryder will ensure that it or its agents will maintain the quality assurance plan for each EBT developed by the manufacturer.

Breath testing normally will be conducted in a location that affords privacy to the person being tested sufficient to ensure that unauthorized persons cannot see or hear test results. An employee's direct supervisor will not serve as a Breath Alcohol Technician (BAT) or Saliva Test Technician (STT).

DOT regulations provide that employees unable to provide sufficient breath for breath alcohol testing must be evaluated by a Ryder approved physician who will determine the employee's medical ability to provide sufficient breath.

If the physician determines that...	Then the employee's failure will...
A medical condition could have prevented an employee from providing adequate breath,	The failure would not be considered a refusal to test.
No medical condition exists to have prevented the employee from providing adequate breath,	This will be considered a refusal to test

Drug Testing

Testing for prohibited drugs will be performed by testing a urine sample provided by the individual at a collection site.

All tests will be performed by a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory. The laboratory also will test for the presence of adulterants, masking agents, and other evidence of efforts to evade or disrupt the testing process.

A Medical Review Officer ("MRO") will review non negative test results, and will engage in reasonable attempts to contact the employee to discuss possible medical reasons for a positive test before verifying the test as positive and informing Ryder of the positive test result. (If the employee does not return calls, the MRO may confirm the test as positive without speaking to the employee, in accordance with DOT regulations).

If the test is verified positive, adulterated or substituted, an employee may request a confirmatory test of the "split" sample (second container) within 72 hours of receiving notification of the test result. If the employee so requests, the split sample will be tested at another laboratory certified by Substance Abuse and Health Services Administration (SAMHSA). However, a request for a test of the split specimen will not delay verification of the first test result.

If the test is confirmed as negative, but dilute, Ryder will require the individual, employee or contractor to submit to a second test immediately and without prior notice. A positive dilute result is considered a positive test result.

A second negative, dilute specimen is considered a negative test result for purposes of complying with the DOT regulations. Such a result, however, will result in a withdrawal of any job offer if the test is a pre-hire/pre-assignment test.

In most cases, DOT regulations allow individual privacy in the collection process. However, in cases when an employee may have altered or attempted to alter or to substitute a specimen as defined in the DOT regulations, or when the test is a return-to-duty or follow-up test, the employee will be required to produce a specimen under the direct observation of a same gender collection site person. Employees who cannot provide sufficient urine or breath for testing will be required to submit to medical examinations, consistent with the regulations.

POSITIVE DRUG AND ALCOHOL TEST RESULTS OR REFUSAL-TO-TEST

No regulated worker shall refuse to submit to an alcohol or drug test.

A worker may not report for duty, remain on duty, or perform a safety-sensitive function if he or she has a verified positive test result or has refused to submit to testing, and has not met the requirements DOT regulations impose for returning to safety-sensitive duties.

Any individual who tests positive for alcohol at a level of .04 percent or greater, receives a verified positive test result for prohibited drugs, or refuses to submit to testing, will be removed immediately from safety-sensitive employment and referred to a SAP for evaluation. Such employees may be subject to disciplinary action in accordance with Ryder policy.

Employees with positive alcohol test levels of .02 to .39 percent will be removed from service for at least 24 hours (FMCSA and Ryder policy) and will also be subject to disciplinary action in accordance with this Policy.

In the Company's sole and absolute discretion, a DOT-regulated employee who has tested positive on a drug or alcohol test may be offered the opportunity to continue working in a DOT-regulated position providing:

- the employee successfully completes a program of evaluation and treatment as required by the regulations and approved by Ryder;
- the employee submits to a return-to-work test and the test results are negative; and
- the employee agrees to submit and does submit to unannounced follow-up testing for at least one year up to a maximum of five years, as directed by the Substance Abuse Professional. As a matter of Ryder policy, the individual also may be subject to other conditions, which will be recorded in a Return-to-Work/Last Chance Agreement.

SUBSTANCE ABUSE PROFESSIONAL REFERRAL

The Medical Review Officer (MRO) will supply a list of Ryder-approved Substance Abuse Professionals to the tested individual as required by DOT regulations. Contact your Human Resources representative for more information.

CONFIDENTIALITY

Information relating to employee compliance with this Policy will be kept confidential and disseminated only within Ryder and its agents on a need to know basis. Information will be released to other persons or entities only at the specific written request of the employee or as required by law.

Obligation to Contact Prior Employers

Before an applicant or contractor is permitted to perform any DOT safety-sensitive functions for the first time Ryder must contact the applicant's or contractor's previous employers to request information from the past two years (FTA employees) or three years (FMCSA drivers) including:

- Positive test results for prohibited drugs or,
- Alcohol test results with a concentration of .04 or greater, or
- Refusals to test, or other violations of any DOT drug and alcohol regulation; and
- Safety performance history consistent with FMCSA regulations

Applicants or contractors will also be asked if in the past two years they have applied for employment in a safety sensitive position but were not hired due to a positive drug test or a refusal to test on a pre-employment drug screen.

Ryder cannot permit an employee to perform safety-sensitive functions if Ryder obtains information confirming the individual's:

- verified positive DOT drug or alcohol test with a concentration result of .04 or greater, or
- a refusal-to-test, or other violation of DOT drug and alcohol regulations,

UNLESS the individual provides information regarding his or her successful completion of a treatment program recommended by a Substance Abuse Professional, as well as confirmation that the individual has successfully completed any additional return-to-duty requirements. Absent such confirmation, the employee or applicant cannot perform safety-sensitive work, and Ryder will withdraw any conditional offer of employment.

In order for Ryder to obtain the required information, the individual will be required to complete and sign a written request and consent to release information for each of the individual's previous and prospective employers during the preceding two or three-year period.

REQUESTS FOR TEST RECORDS (DOT)

All current employee requests for test records may be submitted in writing to Ask_drug&alcohol@ryder.com, or faxed to 305-500-5492.

For former associate records call 305-500-3058. For instructions on how to request drug and alcohol test history information, send your request to Ask_drug &alcohol@ryder.com or by fax to 305-500-5492.

EDUCATION AND TRAINING

Ryder drivers and other regulated employees will be provided with at least 60 minutes of training on substance abuse. Training will include information on:

- Ryder's drug and alcohol policy and the consequences for violating the policy or regulations;
- Dangers and consequences of prohibited drug use and alcohol abuse on personal health, safety, and the work environment;
- Signs and symptoms that may indicate prohibited drug use or alcohol misuse; and
- Referral, evaluation, and treatment resources available to employees.

Supervisors' Training

Ryder supervisors and managers who may make reasonable suspicion determinations will receive at least 120 minutes of training on recognizing the physical, behavioral, and performance indicators of probable drug abuse. Supervisors and managers will receive at least 60 minutes of training on alcohol misuse and 60 minutes on controlled substances use.

Training should be documented on the Drug and Alcohol Training Log, Form No. 3-98 or may be documented by a receipt from the training provider. For registration to the training, please send your request via e-mail to Ask_drug&alcohol@ryder.com.

Certificate of Receipt

The FMCSA and FTA regulations require that each employee sign a statement certifying that he or she has received a copy of this policy.

Note: The Certificate of Receipt must be placed in a Driver's Qualification file and/or the individual's personnel file.

EMPLOYEE ASSISTANCE PROGRAM

Ryder encourages employees to seek assistance with drug and/or alcohol concerns and can assist and support employees in locating services and rehabilitation programs that emphasize education, prevention, counseling, and treatment. Ryder offers its employees access to an Employee Assistance Program ("EAP"). The EAP can provide confidential assistance to employees with alcohol or drug concerns, including an evaluation for substance abuse dependence and referral to education and/or rehabilitative services, when appropriate. Contact your Human Resources representative for more information.

Ryder will encourage any individual who voluntarily decides to seek treatment and/or rehabilitation for a drug or alcohol problem and who requests assistance before they violate this or another Ryder policy, resulting in disciplinary action.

Employees' health insurance may cover the costs of treatment. In addition, employees may be eligible for an unpaid leave of absence to pursue treatment.

Any employee who is found to have violated DOT drug and alcohol regulations will be subject to a mandatory referral to a Ryder approved SAP for evaluation. The employee must follow any recommended course of education and/or treatment to be eligible to work in any DOT-regulated employment again. Applicants will be provided with a list of SAP options but they are responsible for seeking assistance on their own.

As a matter of Ryder policy, if the employee is offered the opportunity to remain employed, the employee must seek an evaluation with an SAP within three business days of being informed of this option, and must complete any education or treatment prescribed by the SAP as is required by the DOT regulations. The employee also will be required to enter into a Return-to-Work Agreement that includes a commitment to complete any recommended course of treatment (including long-term care) to the satisfaction of the treatment provider and Ryder before the Company will consider reinstating the employee.

FOR MORE INFORMATION

The rehabilitation options discussed in this section are not available to applicants for employment. However, Ryder will provide such applicants with references to approved SAPs, as required by the regulations.

If you have any questions about the employee assistance resources, please contact your Human Resources representative.

Ryder's Drug and Alcohol Program is administered by Human Resources Services Center, Substance Abuse Prevention & Control Department, located at 11690 NW 105th St., 2 East, Miami, FL 33178-1103.

Questions regarding this Policy should be directed to Maria M. Ruiz and/or designee, who acts as Ryder's Designated Employer Representative (DER), at 305-500-3644, or by e-mail to Ask_drug&alcohol@ryder.com.

Ryder's Chief MRO is Dr. Stuart Hoffman.

The complete DOT, FMCSA and FTA drug and alcohol regulations are published at 49 CFR Part 40, 49 CFR Part 382, and 49 CFR Part 655, respectively.

UNREGULATED POLICY

Purpose

As a leading provider of logistics and transportation services, Ryder strives to maintain a workplace free from the effects of substance abuse. Ryder recognizes that drug and alcohol abuse, which impairs judgment and significantly increases the risk of injury, may pose a direct and significant threat to safety, and to a productive working environment. This Drug and Alcohol Abuse Policy therefore is a vital policy and all employees will be held accountable for ensuring Policy compliance.

Scope

Ryder's drug and alcohol policy applies to all employees at all Ryder locations in the United States. The term "employees" includes all regular full-time, regular part-time, temporary, casual, and leased or contract employees. Contract and supplier personnel are expected to abide by Ryder's rules regarding the use and abuse of illegal drugs and alcohol while on Ryder premises or while performing any work for Ryder, but will be referred to their own employers whenever testing is indicated.

Note: Employees subject to the Department of Transportation's (DOT) rules on drug and alcohol abuse (through regulations enforced by the Federal Motor Carrier Safety Administration (FMCSA) and/or the Federal Transit Administration (FTA) must also comply with Ryder's DOT-Regulated Workers' Drug and Alcohol Policy (No. 8.46).

Ryder reserves the right to revise this drug and alcohol policy at any time.

POLICY

Ryder will comply fully with federal, state and local regulations on drug abuse and alcohol misuse. All candidates for employment must successfully complete drug screening, as a condition of employment with Ryder. The illegal manufacture, distribution, dispensing, possession, sale or purchase of a controlled substance is prohibited at all times. Being under the influence of alcohol or having an illegal drug in your system, while on company property or while performing any work for Ryder is prohibited. The unauthorized use or possession of prescription drugs or over-the-counter drugs on company property is also prohibited. A positive drug or alcohol test will be considered proof of a policy violation. An alcohol test will be considered positive if it registers .02% or more blood-alcohol level. Employees who violate this policy are subject to disciplinary action, up to and including termination. Except where prohibited by law, termination is the presumed consequence of violating this policy.

DEFINITIONS

Alcohol – the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl and isopropyl alcohol.

Company Property – all Company owned or leased property used by employees such as vehicles, lockers, desks, closets, parking lots, etc., as well as all customer worksites and delivery facilities.

Designated Employee Representative (DER) – is an individual identified by the employer to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.

Drugs/Controlled Substances – The term "controlled substances" in this policy refers to the use of any drug regulated under the federal Controlled Substances Act, and includes all drugs available by prescription.

Medical Review Officer (MRO) – a licensed physician who is responsible for reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

On-Duty and Duty – includes all time performing or in readiness to perform any work for Ryder.

Regulated Employee – An employee who performs a safety-sensitive function regulated by the FMCSA or the FTA and who is subject to regulations addressing the use of drugs and alcohol.

Substance Abuse Professional (SAP) - a licensed physician, licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified family therapist, or certified addiction counselor (NAADAC, IRCC, NBCC) who also has knowledge of and clinical experience in the diagnosis and treatment of controlled substance-related disorders.

Serious Accident- Any work-related accident or incident that requires any person to receive professional medical care or treatment.

DOT REQUIREMENTS

The U.S. Department of Transportation ("DOT"), Federal Motor Carrier Safety Administration ("FMCSA") and Federal Transit Administration (FTA), acting to implement a federal law called the Omnibus Transportation Employee Testing Act, have adopted regulations requiring Ryder to implement a drug and alcohol policy for commercial motor vehicle operators and transit workers it employs. The regulations include prohibitions on the use of drugs and alcohol, and establish drug and alcohol testing requirements for those workers.

Please refer to Ryder's DOT-Regulated Workers' Drug and Alcohol Policy No. 8.46 for guidance.

PROHIBITED BEHAVIORS

Ryder employees are prohibited from using illegal drugs whether on duty or off duty and may be subject to restrictions regarding their use of prescription drugs and non-prescription (over-the-counter) drugs. Employees may not use alcohol while working or while on Ryder premises except as described below.

Use / Possession of Illegal Drugs

The use, possession, manufacture, distribution, sale, attempted sale, or other involvement with illegal drugs by any Ryder employee is prohibited and may result in discipline, up to and including immediate termination from employment.

The use of any prescription medication that is illegal to use or possess in the United States or that is prescribed for another person is prohibited by Ryder policy.

The use of "medical marijuana" and synthetic marijuana is prohibited by federal law and also is prohibited by this policy. Ryder will not accommodate medical marijuana use unless affirmatively obligated to do so by law.

Use of Prescription Drugs

Prohibited drugs may also include prescription medications under some circumstances.

The use of prescription medication is prohibited when:

- the medication is not prescribed for the employee,
- the employee exceeds the prescribed dosage,
- the medication causes the employee to be impaired or unfit while on duty,
- the employee is a driver or operates machinery and the directions on the medication warn the user to avoid driving or operating machinery; and/or
- the medication is not approved in accordance with DOT regulations for use while on duty. For example, the use of methadone or marijuana always disqualifies a driver from performing DOT-regulated safety-sensitive work.

Prohibited use or distribution of prescription drugs will result in disciplinary action, up to and including termination.

Use of Non-Prescription Drugs

The use of non-prescription (over-the-counter) medications is prohibited when:

- the medication causes the employee to be impaired or unfit, and/or
- the employee is a driver or operates machinery and the medication directions warn the user to avoid driving or operating machinery.

The use of non-prescription drugs that contain alcohol is subject to the same restrictions Ryder places on the use of alcoholic beverages while working. Safety-sensitive and regulated employees also must not take medications that contain alcohol within four hours before they go on duty.

Prohibited use of non-prescription drugs will result in disciplinary action, up to and including termination.

Use / Possession of Alcohol

The use or possession of alcohol by any Ryder employee while on Ryder Company property is prohibited and may be grounds for disciplinary action, up to and including termination.

In addition, coming to work, with alcohol in one's system, is prohibited by this policy and will result in disciplinary action as described above. An alcohol test showing the tested individual had 0.02 percent or more alcohol in his or her system is considered proof of a violation of this policy and is a terminable offense.

Exception: On occasion, Ryder may approve the use of alcohol at a company-sponsored or approved event, with management approval given in advance. Employees who choose to consume alcohol at such events are expected to exercise good judgment and to refrain from becoming intoxicated or impaired.

TESTING

Employees and applicants are subject to certain categories of drug and/or alcohol testing as described below.

Ryder may test for some or all of the following substances, depending upon the occasion and type of test: amphetamines (including methamphetamine, MDMA (ecstasy), MDA, MDEA), barbiturates (sleep aids, Nembutal), benzodiazepines (Xanax, Zoloft) cocaine (crack, blow), marijuana (hash, weed, cannabis, and including synthetic marijuana, K2, "spice"), opiates and synthetic opiates (heroin, morphine, oxycodone, methadone), phencyclidine (PCP, angel dust), propoxyphene (Darvon), and/or alcohol. Other substances may be added to this list.

This policy will be applied in a manner that complies with federal, state, and local law. If this policy is inconsistent with the law applicable at a particular location, local managers and human resources personnel will be trained to ensure that the policy is administered in a manner that ensures compliance with that law.

TESTING PROCEDURES

All Ryder-utilized testing facilities, including collection sites and drug testing laboratories, are expected to comply with state law and, to the extent not inconsistent with state law, with regulatory guidelines published by the U.S. Department of Health and Human Services (DHHS) for federal workers. Ryder's testing practices will ensure:

- the privacy of tested individuals,
- nondiscriminatory testing methods, and
- integrity of specimens.

Consent

Ryder will not permit any alcohol test to be administered, sample collected, or drug test conducted on a sample without the written consent of the person being tested. A person's refusal to submit to a proper test will be viewed as insubordination and will lead to discipline, up to and including termination.

Attempts to tamper with, substitute, adulterate, dilute, evade or otherwise falsify a test sample; are considered refusals to submit to a test, as is a failure to appear at the testing location promptly.

Ryder will pay the costs of all drug and/or alcohol tests it requires of employees and applicants.
Collection & Chain of Custody

Persons being tested will be asked to provide a test sample by the collection site person. Procedures for the collection of specimens will allow for reasonable privacy. Urine specimens will be tested for temperature and may be subject to other verification tests to detect tampering. The collection site person and the person being tested must maintain chain-of-custody procedures for specimen collection, shipment, and storage.

Testing Methods

All drug test samples will be screened using an immunoassay and all presumptive positive drug tests will be confirmed using gas chromatography/mass spectrometry (GC/MS). All drug tests will be conducted by a laboratory certified by the federal Substance Abuse and Mental Health Services Administration (SAMHSA). Alcohol tests ordinarily will be conducted using breath or saliva, and conducted and confirmed immediately at the collection location. Tests will seek only information about the presence of drugs and alcohol in an individual's body and will not test for any medical condition.

Notification

Any individual who tests positive for drugs will be so notified by a Medical Review Officer ("MRO") and given an opportunity to provide any legitimate reasons he or she may have to explain the positive drug test. If the individual provides the MRO with an explanation that the positive drug test result is caused by factors other than the use of illegal drugs, the MRO will report the test as negative to Ryder. Otherwise, the MRO will verify the test as positive.

The MRO may also review test results that are apparently diluted, substituted, or adulterated, and verify those tests as well. A negative dilute result will cause Ryder to ask the employee or applicant to submit to a second test collection immediately and without prior notice, and Ryder may decline to hire any individual who submits a second dilute test result in a single testing incident. Employees who submit negative dilute results will be required to submit a second specimen for testing without prior notice and may be asked to submit to hair and/or oral fluids tests in addition to, or instead of, a second urine sample. Individuals will be provided with a copy of the notice of their own positive test results upon written request to the Substance Abuse Prevention & Control Department, or as may be required by law.

Right to Re-test

An individual whose test is verified positive for the presence of illegal drugs may request that his or her original test sample be sent to an independent certified laboratory for a second confirmatory test, at the individual's expense. Requests for re-tests must be made promptly, generally within seven days of being notified of the positive test result. [Tests that fail to reconfirm will be disregarded and the individual reimbursed for the cost of the test.]

A request for re-test will not prevent Ryder from suspending, transferring, or taking other appropriate action with respect to the employee's work assignment pending the results of the re-test.

TESTING CATEGORIES

The following testing categories constitute Ryder's drug and alcohol testing program:

Pre-Employment

All candidates for employment must successfully complete a post-offer pre-employment drug screening with a verified negative (nondilute) test result.

Universal Testing

Except where such testing is prohibited by state or local laws, all employees not subject to random testing under DOT regulations will be subject to drug testing under Ryder's Universal Testing category.

Important: Employees will not be tested for alcohol under this category.

Employees will be selected at random by a computer program and/or a third-party service. All employees in the random testing pool have an equal chance of being selected for testing each time a selection is made. Tests will be conducted throughout the year and spread in such a manner as to make the test dates unpredictable. The location manager or designated location contact will receive a confidential list of employees selected for testing. Selected employees must report to the collection site for testing as soon as possible on the day that they are notified.

Employees who refuse to submit to testing will be immediately terminated. Employees who fail to report to the collection site within an appropriate amount of time will be immediately terminated, unless Ryder believes the delay was caused by circumstances beyond the employee's control. This will be determined by location management and Human Resources.

Non-exempt employees participating in a universal drug test must be compensated at their regular rate of pay (overtime where applicable) for all time devoted to the test including time travel to the collection site and back, waiting and specimen collection.

Full-Facility Testing

Where permitted by law, all employees at a specific Ryder location may be subject to unannounced suspicionless drug (not alcohol) tests. Employees at the location will be tested the same day they are notified of the test.

Employees reporting to work in a facility with oil and gas contracts may be required to be tested by the customer. The customer reserves the right to select the method of test collection as permitted by law. Employees are required to submit to the customer drug test as a condition of employment, as permitted by law. Please contact your HR Representative for more information if you believe you are assigned to an oil and gas account.

Reasonable Suspicion

All Ryder employees at all locations are subject to Reasonable Suspicion testing for drugs and/or alcohol when it appears that the employee may be under the influence of drugs or alcohol and/or is otherwise in violation of this policy. Only supervisors who have been specifically trained to recognize the signs of drug abuse or alcohol misuse, based on the physical appearance, body odors, performance or behavior may determine when Reasonable Suspicion testing is warranted.

Approval from a Human Resources representative is required before an employee may be tested under the Reasonable Suspicion category.

Post-Accident

Employees whose acts, or failure to act, appear to have caused or contributed to a serious accident or incident may be asked to submit to post-accident testing.

Return-to-Work

Ryder requires drug testing for non-DOT regulated employees who are returning from a leave of absence of 90 days or longer. Return To Work testing applies regardless of the type of leave taken, including military, medical, maternity, personal, etc.

Unannounced Follow-Up Testing

Ryder's Drug and Alcohol Policy requires an employee who has successfully completed a drug/alcohol rehabilitation program to be subject to unannounced drug/alcohol tests for two years following the completion of the program (up to five years for DOT-regulated employees, if prescribed by the employee's Substance Abuse Professional).

POSITIVE DRUG TEST RESULTS

If an individual's drug test result is positive, the individual will be contacted by a Medical Review Officer (MRO). The MRO will review the test results with the individual to determine alternative medical explanations for the positive results (such as certain prescriptions or over-the-counter drugs that were being taken at the time).

The Company will not be informed of a positive test result until MRO contact procedures have been completed. However, if the individual does not return the MRO's calls, the MRO will verify the test as positive and report the result to the Company. The MRO may also ask Ryder for assistance in contacting a current employee.

Employees who test positive for drug or alcohol use are subject to disciplinary action, up to and including termination.

Refusal to Submit to Testing

An employee who refuses to submit to required drug or alcohol testing will be considered to have failed the required test. Attempts to substitute, dilute, adulterate, or otherwise tamper with any test sample or to avoid the testing process are treated as a refusal to test, as is submission of more than one dilute specimen on a particular testing occasion. Refusals will result in immediate termination or the withdrawing of an offer of hire.

CONFIDENTIALITY

Management will attempt to maintain confidentiality and respect employee privacy at each phase in the drug and alcohol testing process. Test results will be shared within the Company and its agents only on a need to know basis and test results will not be released outside the Company except with the written consent of the individual or as otherwise may be required by law or legal process.

DRUG-FREE WORKPLACE ACT COMPLIANCE

Ryder is subject to the requirements of the federal Drug-Free Workplace Act of 1988 by virtue of its contracts to provide goods to the United States government. As part of its commitment to comply with that law, Ryder will provide education and training to employees and supervisors as described below. In addition, Ryder requires employees who are convicted of a crime involving drug-related activity occurring in the work place to so notify his or her managers within five (5) days. A conviction means a finding of guilt, including a plea of guilty or no contest, or imposition of sentence by any judicial body. Ryder must then report the conviction to the contracting agency or government entity, in accordance with federal law. Within 30 days of the date it learns of the conviction, Ryder will discipline the employee.

Education and Training

All employees will receive a printed copy of Ryder's Drug and Alcohol Policy, and related drug and alcohol materials. Drug and alcohol education for Ryder employees and supervisors will cover these topics:

- Ryder's drug and alcohol policy and the consequences for violating the policy;
- Dangers and consequences of prohibited drug use and alcohol abuse on personal health, safety, and the work environment;
- Signs and symptoms that may indicate prohibited drug use or alcohol misuse; and
- Referral, evaluation, and treatment resources available to employees.

ACKNOWLEDGMENT

All employees will be required to sign an acknowledgment to show that they have received this policy.

EMPLOYEE ASSISTANCE PROGRAM

Ryder encourages employees to seek assistance with drug and/or alcohol concerns and can assist employees in locating services and rehabilitation programs that emphasize education, prevention, counseling, and treatment. Ryder offers its employees access to an Employee Assistance Program ("EAP"). The EAP can provide confidential assistance to employees with alcohol or drug concerns, including evaluations for substance abuse dependence and referral to

education and/or rehabilitative services, when appropriate. Ryder will assist any individual who voluntarily decides to seek treatment and/or rehabilitation and very strongly encourages employees with a drug or alcohol problem to request assistance before they violate this or another Ryder policy, resulting in disciplinary action. An individual's decision to seek assistance will be treated as confidential and the individual will not be penalized for seeking assistance, although the employee may be placed on leave or transferred to another position until he or she has completed at least the initial stages of a prescribed treatment program and can return to work free from the adverse effects of substance abuse.

Employees' health insurance may cover the costs of treatment. In addition, employees may be eligible for an unpaid leave of absence to pursue treatment.

Contact your Human Resources representative for more information.

FOR MORE INFORMATION

Ryder's Drug and Alcohol Program is administered by the Ryder's Drug and Alcohol Program is administered by Human Resources Services Center, Substance Abuse Prevention & Control Department, located at 11690 NW 105th St., 2 East, Miami, FL 33178-1103.

Questions regarding this Policy should be directed to Maria M. Ruiz and/or designee, who acts as Ryder's Designated Employer Representative (DER), at 305-500-3644, or by e-mail to Ask_drug & alcohol@ryder.com

All current employee requests for test records and/or for any other inquiries, please submit them in writing via e-mail to:

Ask_drug & alcohol@ryder.com call at 305-500-5890.

EMPLOYEES WHO FAIL A RANDOM WILL BE REQUIRED TO SUCCESSFULLY COMPLETE AN APPROVED REHABILITATION PROGRAM. THIS SHALL SUPERSEDE ANY CONTRADICTORY LANGUAGE IN THE ABOVE POLICIES OR ANY FUTURE CHANGES.

MANAGEMENT WILL MEET AND DISCUSS WITH THE UNION ANY NEW CHANGES TO THE DRUG & ALCOHOL POLICY IF AND WHEN THEY OCCUR.

ARTICLE 21 VACATIONS

Section 1. Vacation Eligibility

Based upon continuous service with the Company, the Company will award vacation at the beginning of each calendar year to all eligible regular full-time seniority employees covered by this Agreement. New hires and recalled employees will receive a prorated number of vacation hours in their first year of hire or recall based on the schedule outlined in section 2 (c).

Section 2. Vacation Schedule

(a) Earned Vacation

Employees earn vacation on a pro-rated basis throughout the calendar year in accordance with the chart below:

Earned Vacation Chart for employees hired after January 1, 2017			
	Years of Service 0 - 2 years	Years of Service 3 - 5 years	Years of Service 5-14 years
Month of Hire/Seniority Date	Amount of Earned Vacation Hours	Amount of Earned Vacation Hours	Amount of Earned Vacation Hours
January	0	8	8
February	0	16	16
March	8	24	32
April	8	24	40
May	16	32	48
June	16	40	56
July	24	48	72
August	24	56	80
September	32	64	88
October	32	72	96
November	40	72	112
December	40	80	120

Earned Vacation Chart for employees hired before January 1, 2017			
	Years of Service 1 - 4 years	Years of Service 5 - 14 years	Years of Service 15 or more
Month of Hire/Seniority Date	Amount of Earned Vacation Hours	Amount of Earned Vacation Hours	Amount of Earned Vacation Hours
January	8	8	8
February	16	16	16
March	24	32	32
April	24	40	48
May	32	48	64
June	40	56	72
July	48	72	80
August	56	80	96

September	64	88	112
October	72	96	128
November	72	112	144
December	80	120	160

(b) Vacation Allocation

An employee's eligibility is based on their service with the Company. It changes as of the beginning of the calendar year in which the employee reaches their fifth and fifteenth year anniversaries with the Company.

Vacation hours are allocated in accordance with the following schedule:

Years of Service Reached in the Calendar Year	Hours of Vacation
0 to 1	(See section (c) below)
1 through 4	80
5 through 14	120
15 or more	160

(c) New Hire/Recalled Employees Prorated Vacation Amounts

The amount of vacation hours for new hires or recalled employees is prorated based on the employee's seniority date in accordance with the following schedule:

Month of Hire or Recall	Number of Vacation Hours in 0 – 2 years	Number of Vacation Hours if Rehired with 3-4 Years of Service	Number of Vacation Hours if Rehired with 5-14 Years of Service
January	40	80	120
February	40	72	112
March	32	64	96
April	32	64	88
May	24	56	80
June	24	48	72
July	16	40	56
August	16	32	48
September	8	24	40
October	8	16	32
November	0	16	16
December	0	8	8

Section 3. Vacation Requests

Daily vacation shall be taken in either eight (8) or ten (10) hour increments to match the employee's normal shift hours; for example if an employee's normal scheduled work day is ten (10) hours, then the employee shall be charged and paid for ten (10) hours of vacation time for each day approved. In the event that the employee's remaining balance of earned vacation hours is less than half of their normal shift hours, then the employee will be allowed to take the half day off, however will only be paid the number of remaining earned vacation hours.

Employees that have a 40 hour vacation week scheduled and their work schedule changes from an eight (8) hour schedule to a ten (10) hour schedule or vice versa the employee scheduled vacation shall remain intact.

A week of vacation begins on Monday and ends on the following Sunday. If an employee has scheduled and received approval for a vacation day on a Friday prior to a Saturday being scheduled, he/she is not required to report to work on the Saturday or Sunday ending the week the Friday vacation day has been scheduled. However, if an employee has

scheduled and received approval for a vacation day on a Friday after a Saturday being scheduled, he/she is required to report to work on the Saturday or Sunday ending the week the Friday vacation day has been scheduled.

Vacation time can be requested in the following manner:

a) Vacations Awarded on Seniority Basis

Vacation time can be requested in advance for the following calendar year. These requests must be submitted from November 1 through November 15 of the current calendar year and will be awarded based on seniority. These requests **MUST** be submitted for a period of no less than five (5) consecutively scheduled working days if working a 5 day regularly scheduled shift, or four (4) consecutively scheduled working days if working a 4 day regularly scheduled shift. Such vacation requests shall be approved on a seniority basis. The company will notify employees in writing of their approved or denied vacation schedules for the following calendar year by November 30 of the current year.

b) Vacations Awarded by First Come First Served Basis:

First come first served vacation requests can only be submitted after December 1 for the following calendar year, and require a notice of three days (3) days prior to the day requested off. In an unforeseen circumstance, vacation request may be granted on a case by case basis in accordance to vacation availability with a minimum notice of sixteen (16) hours when an employee is requesting the following day off.

The minimum percentage of employees allowed to take vacations on a shift, per day will be five percent (5%), rounding .51% up and .50% down for each team. A team will be defined as employees working under one supervisor, for the purposes of this Article only. Employees on a temporary layoff may take available vacation leave and such leave shall not be counted towards the maximum percentage of vacation leave allowed per day.

Cancellation of approved vacation schedules will be by mutual agreement between the employee and the Company.

Section 4. Vacation Pay

Seniority employees will be paid vacation pay at their straight time regular hourly rate, including shift premium but excluding overtime premium, for eight (8) or ten (10) hours per day based on shift hours provided they meet the eligibility requirements set forth in section 1.

If an employee is hired after October 31 in any given year, upon completion of their sixty (60) day probationary period they will be paid out any earned vacation as of December 31 of that given year in their subsequent pay period.

Example: Employee hired on November 15, probationary period would end on January 14, at that time the employee will be paid out sixteen (16) vacation hours per the chart listed in Section 2c on their following pay check.

Any employee that quits or is terminated or placed on indefinite layoff, dies or retires, will receive any earned-unused vacation pay on a pro-rated basis consistent with the chart listed in Section 2c.

Seniority employees will be eligible for payout of all unused vacation hours. The Company will pay seniority employees for their unused vacation by the last pay-period before the December/January shutdown. Employees will not be able to carry over, to the next year, any unused vacation hours.

Section 5 Vacations During Shutdown

In the event of reduced requirements anticipated by the customer (i.e. GM Summer Shutdown), the Company will communicate the projected shutdown dates to the workforce prior to February 21. Employees hired prior to January 1 of each calendar year will be offered to use 40 vacation hours during this shutdown week.

Section 6: Vacation Calendar

(a) Warehouse

A monthly calendar will be posted in the team center/area, as vacation is approved the calendar will be updated. Any cancellations will be reflected on the calendar within 24 hours. This calendar will be posted on the first day of every month.

(b) Shuttle Drivers

A Monthly calendar will be posted in the team center/area, as vacation is approved, the calendar will be updated. Any cancelations will be reflected on the calendar within 24 hours. This Calendar will be posted on the first day of every month

ARTICLE 22

HOLIDAYS

Section 1. Holidays

All eligible regular full-time seniority employees covered by this Agreement shall receive the below contractually paid holidays, provided they meet all the eligibility requirements set forth in section 2.

Contractual paid holidays in 2022 are:

1. Martin Luther King Day
2. Good Friday
3. Easter Monday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Federal Election Day
8. Veterans' Observance Day
9. Thanksgiving Day
10. Day After Thanksgiving

(Unpaid is New Year's Day, Christmas Eve, Christmas Day in 2022)

Contractual paid holidays in 2023 are:

1. Martin Luther King Day
2. Good Friday
3. Easter Monday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Observance Day
8. Thanksgiving Day
9. Day After Thanksgiving
10. Christmas Day

(Unpaid is New Year's Day and Christmas Eve in 2022)

Contractual paid holidays in 2024 are:

1. New Year's Day
2. Martin Luther King Day
3. Good Friday
4. Easter Monday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Federal Election Day
9. Veterans' Observance Day
10. Thanksgiving Day
11. Day After Thanksgiving
12. Christmas Eve
13. Christmas Day

These contractual holidays shall be observed and scheduled in the same manner as General Motors observes and schedules these holidays.

Section 2. Eligibility

The following are the eligibility requirements for receiving holiday pay:

- (a) The employee is on active status;

- (b) The employee must have worked the last regularly scheduled working day before the holiday and the next regularly scheduled working day after the holiday, unless the employee is allowed time off which has been approved by the Company; and
- (c) The employee must have worked the last regularly scheduled working day before and after a two-day holiday such as Thanksgiving or Christmas, unless the employee is allowed time off which has been approved by the Company.

Section 3. Holiday Pay

Seniority employees will be paid holiday pay at their straight time regular hourly rate, including shift premium but excluding overtime premium, in accordance with the customer's schedule provided they meet the eligibility requirements set forth in section 2.

Eligible employees will be paid for each contractually scheduled holiday that is observed during an employee's vacation period.

ARTICLE 23

LEAVES OF ABSENCE

Section 1. Bereavement Leave

- (a) In the event of the death of an employee's immediate family member an employee will receive three (3) or five (5) consecutive scheduled working days leave, with pay, for the purpose of attending the funeral or memorial service and for attending to the personal matters associated with the bereavement. If an employee is on vacation during the time of death of any of the family members listed below, the vacation pay will be substituted with bereavement pay and the vacation time will be credited back to the employee.
- (b) Immediate family members include:
- (1) Current spouse/current domestic partner (5 days)
 - (2) Children (including step-children) (5 Days)
 - (3) Parents (including step-parents) (5 Days)
 - (4) Current parents-in-law (3 Days)
 - (5) Sisters (including step-sisters) (3 Days)
 - (6) Brothers (including step-brothers) (3 Days)
 - (7) Grandparents (including step-grandparents) (3 Days)
 - (8) Grandchildren (including step-grandchildren) (3 Days)
 - (9) Sisters and brothers-in-law(3 Days)
 - (10) Relative residing at your home at the time of death (3 Days)
- (c) Pay for bereavement leave shall be for consecutive scheduled working days lost during the regular workweek. One of the consecutive scheduled working days must be used for attendance at the funeral or memorial service. The Company has the right to verify the funeral or memorial service before making payment. Circumstances, which prevent an employee from attending the funeral or memorial service, will not disqualify the employee from receiving bereavement leave pay. Paid bereavement leave must be supported by proper documentation of legal or biological relationship to deceased immediate family member, including, but not limited to, obituary showing name of employee and relationship to decedent.
- (d) The three (3) or five (5) working days provided for above may be days other than those immediately following the date of death if unusual circumstances exist. Employees excused from work under this provision shall receive the amount of wages they would have earned by working straight time hours on such days of work for which they are excused. . If the memorial service or funeral is on an unscheduled working day, then the amount of days allowed is reduced by one.
- (e) If an employee needs additional time off (up to 2 more days) to deal with family matters the Company will work with the employee to provide additional time off on a case by case basis. The additional time off would be without pay unless the employee applies for and is granted vacation time through the Human Resource Department for the additional time off.

Section 2. Jury Duty Leave

Unless prohibited by law, employees on jury duty are expected to report to work any day they are excused from jury duty. The Company shall allow time off for the period of necessary jury service. The Company will pay the employee the difference between the amount received for each day's service and the amount such employee would have been paid for each day of the employee's regularly scheduled shift of the employee's regular straight-time rate of pay, subject to the following: In no event shall total pay exceed eight (8) hours of pay in one day for an eight (8) hour work schedule or exceed ten (10) hours of pay in one day for a ten (10) hour work schedule. If an employee reports and serves for one (1) full day of jury duty he or she will not be required to report for work that day. If an employee reports and serves for half the scheduled hours or any portion thereof on jury duty, he or she will be required to work no more than half the scheduled hours of the shift, (this will apply to any employee who reports or serves on jury duty regardless of shift). Jury duty is time served with travel time included. The employee will not be entitled to receive such pay unless the employee has notified the employee's supervisor of his requirement for service and the conclusion of such service and presented to the employee's supervisor a signed statement from the jury clerk showing the days for which the employee received jury pay and the total amount received prior to any deductions by the jury clerk.

Section 3. Military Leave

Employees serving in military reserve units, or National Guard units must request the leave at least two (2) weeks prior to the start of the training period. Military orders for Reserve duty or National Guard duty must be provided to the Human Resources Department prior to the commencement of such leave. An employee of the Company who are drafted or

enlists in the face of being drafted under the present Selective Service Act and are hereby caused to leave their employment shall be granted a leave of absence for the period of such military service and shall continue to accrue seniority during this period. When an employee applies for reinstatement and are then found to have become incapacitated to such a degree that they are physically incapable of resuming their former place in the facilities, but not totally disabled, every attempt will be made to provide a position in the plant suitable to their impaired capacity.

Employees who go on short term military duty will receive the difference between their military pay and their average straight time earnings based on Company policy but no less than what is required by law.

Section 4. Personal Leave

Personal leaves of absence may be granted under the following conditions:

A personal leave of absence of not less than one (1) week and not to exceed ninety (90) calendar days may be granted, without pay and benefits, and without loss of seniority standing, when an employee has a compelling need and the employee's absence can be accommodated, upon a one (1) week notice of written request or less in emergency by the employee, but such employee must first obtain written approval of the Company, and witnessed by the signature of the Bargaining Committee Representative, with copies supplied to the employee and Union. The Union shall be advised promptly of the Company's intent to deny any such request, at a meeting between the Company and the Union, and the Union shall have the opportunity to present further facts, which may have bearing on the case.

Any extension of a leave of absence beyond ninety (90) calendar days shall be by mutual agreement between the Company and the Union only. Personal Leaves of Absence will not be granted for an employee to seek other employment.

All personal leaves of absence shall be without pay and benefits, and upon the employee's return, the employee shall receive the rate of pay applicable to the employee's job classification.

Section 5. Family Medical Leave Act

- (a) An employee who has been employed by the Company for twelve (12) continuous months and who has worked at least 1250 hours of work during the twelve month period immediately preceding the commencement of the leave, shall be entitled to leave under the Family Medical Leave Act of 1993 ("FMLA"), assuming all other provisions and requirements of FMLA are met.
- (b) Any term or condition regarding the Family Medical Leave Act not covered by this section of the Agreement shall be governed by the actual terms of the Family Medical Leave Act as listed in the Company's policy.
- (c) According to the terms and conditions of the Family Medical Leave Act the Company is required to provide the employee with continuation of their benefits. However, if an employee elected to have the Company provide them with a continuation of benefits, he or she is responsible for their portion of the benefit costs, if any.
- (d) Employees taking FMLA for newborn care, adoption, and foster placement leave shall be permitted to take leave on a weekly basis as pursuant to the FMLA.
- (e) The Company will not force anyone to use vacation time in place of FMLA requested time off.

Section 6. Short-Term Disability (STD)

Subject to the terms of the plan, Ryder provides employees with short-term disability (STD) benefits for approved non-occupational illnesses or injuries. You may be eligible to purchase additional coverage. Refer to your enrollment package for additional options. STD plans contain pre-existing condition exclusion.

Your employment with Ryder will be administratively terminated upon the expiration of your short-term disability leave or FMLA leave, whichever is greater, if you cannot return to work at that time and perform the essential functions of your job with or without reasonable accommodation. This policy does not apply where prohibited by applicable state law.

A disability due to pregnancy and childbirth will be treated the same as any other short-term disability.

Section 7. Workers' Compensation

If you are unable to return to work and perform the essential functions of your job with or without reasonable accommodation after fifty-two (52) consecutive weeks because of an injury covered by workers' compensation, you will be administratively terminated. If your workers' compensation claim has been denied but is subsequently appealed, the fifty-two (52) week rule will continue to apply. This time period does not apply where prohibited by state law.

You may be administratively terminated earlier than the fifty-two (52) weeks if you are deemed permanently and totally disabled (PTD) as your state workers' compensation law defines PTD.

Employees who have been administratively terminated will maintain their seniority for thirty months or the length of the employees seniority (or whichever is greater) following the administrative termination date.

Note: The Americans with Disabilities Act As Amended (ADAAA) may require an accommodation in the same or different position if you have certain physical or mental health conditions. Consult the Company's Americans with Disabilities Act As Amended Policy for more information.

Section 8. Union Leave

The Company will grant a written leave of absence, without pay, to conduct local union business away from the Company, upon written request from the Bargaining Committee Chairperson to the Human Resources Manager at least seven (7) calendar days in advance of the commencement of the requested leave. Earned time off shall accumulate during such leave. The Company shall pay for all health and dental benefits during this leave of absence.

The Company will grant a written leave of absence, without pay, for an employee elected to a full-time local union position, upon written request from the Bargaining Committee Chairperson to the Human Resources Manager at least seven (7) calendar days in advance of the commencement of the requested leave. Earned time off shall accumulate during such leave. The Company shall pay for all health and dental benefits during this leave of absence.

An employee appointed to an International Union position, upon written request from the Bargaining Committee Chairperson to the Human Resources Manager at least fifteen (15) calendar days in advance of the commencement of the requested leave, will be granted an unpaid leave of absence for that period of time of service with the Union. Earned time off shall accumulate during such leave. The Company shall not pay for all health and dental benefits during this leave of absence. Upon the employee's return to work, they will be returned to their regular standing on the seniority list and returned to their previous classification. Seniority shall accumulate on such leaves and be utilized in vacation and holiday calculations.

ARTICLE 24 ATTENDANCE

The Company expects employees to be reliable and punctual in reporting for work. The Company and the Union request that employees report their absence and/or tardy in a timely manner for production planning purposes. Absenteeism and tardiness not only places a burden on other employees, but also affects the Company's ability to meet customer requirements. Therefore, it is important that all employees are present at work and on time on a regular basis.

Section 1. Definition of Terms

A) One-Whole (1) Point

- a. An employee who is absent for one (1) working day (more than half of the scheduled work shift) will be charged one (1) point.
- b. An employee who is tardy and leaves early on the same day will be charged one (1) point.
- c. An employee who punches in, does not work, then punches out, will be charged one (1) point.
- d. An employee who is tardy or leaves early and does not work at least half of their scheduled work shift will be charged one (1) point.

B) One-Half (1/2) Point

- a. An employee who is tardy and does work more than half of their scheduled work shift will be charged one-half (1/2) point.
- b. An employee who leaves early and does work more than half of their scheduled work shift will be charged one-half (1/2) point.

C) Grace Period

- a. An employee will not be charged for a tardy one-half (1/2) point if they are less than four (4) minutes late for work.

D) Notification of Absence or Tardiness

- a. You or your designee must notify management through the designated employee call in-line for each day of your absence or tardiness from work.
 - i. Call In Line: (517) 749-8498
- b. Tardiness:
 - i. If drivers are going to be late by fifteen (15) minutes or more to their scheduled start time, they must call before the start of the shift to notify management.
- c. Call offs:
 - i. Drivers must call in at least, forty five (45) minutes in advance of the start of their scheduled shift.

Section 2. Exceptions to the Attendance Policy

Absences, tardiness or leaving early for the following reasons will not be considered an occurrence:

- a) Contractual Holidays as defined in Article 22
- b) Vacation
- c) Bereavement Leave
- d) Jury Duty Leave
- e) Military Leave
- f) Personal Leave of Absence
- g) Workers' Compensation Leave
- h) Family Medical Leave Act
- i) Medical Leave of Absence
- j) Short Term Disability
- k) Union Leave including work or training classes
- l) Long Term Disability

- m) Court Subpoena including Orders To Appear

Section 3. Absence Due to Medical Occurrences

Twice during a calendar year, if an employee is absent for three (3) or less consecutive working days due to an illness or medical condition and provides a documented physician's statement verifying the absence and ability to return to work, the employee will be charged one point. If an employee does not provide proper documentation either prior to the absence or upon returning to work following an absence, the attendance policy as outlined above and the corresponding absences will be charged to the employee.

Section 4. Allocation of Points

Employees with Seniority on or before the Effective Date of the CBA will be given a prorated number of points based on his or her seniority date as listed in the following prorated schedule.

Effective August 1, 2021 employees will follow the current policy and points until their next seniority date at which time they will reset to **10** points.

On each seniority date, employees will reset to **10** points.

Employees hired on or after August 1, 2021 will start at **8** points on the first day following the completion of their probationary period.

Section 5. Corrective Action

As an employee is charged with occurrences, the following disciplinary action will be taken for each number of occurrences:

- | | |
|--------------|---------------------------------|
| 1) Three (3) | Points.....Written Notice |
| 2) One (1) | Points.....Final Written Notice |
| 3) Zero (0) | Points.....Termination |

When an employee exhausts his or her point total to zero (0) prior to his or her next seniority date, then his or her employment will be terminated.

Every employee will receive a copy of his or her disciplinary action.

The employer will administer discipline and points subject to the time limits set forth in Article 25 Section 7. Failure to follow this process will result in the last point that caused the discipline to be removed from the employee's attendance record.

Section 6. Paid Time Off (PTO)

Paid time off (PTO) will count towards overtime for the week. At the beginning of each calendar year, employees will be given PTO days as outlined below.

	2021	2022	2023	2024
PTO Days	4.00	5.00	5.00	2.00

PTO cannot be used the day before or after a holiday or on a Saturday or Sunday. PTO days should be scheduled like vacation, or at least sixteen (16) hours in advance and can only be used in whole day increments like vacation. If an employee elects to use PTO due to illness or an emergency situation then proper documentation must be submitted to Human Resources with the completed PTO request form within 48 hours of returning to work, otherwise attendance points will be assessed.

Failure to follow the notification of absence and tardiness as outlines in section 1D may result in discipline.

Remaining PTO will not be paid out upon termination/resignation. At the end of the year, unused PTO will only be paid out to full time, active employees at the same time as vacation.

Employees will be eligible to use PTO days upon successful completion of their probationary period based on the prorated schedule below.

PTO Proration For New Hires on or after January 1, 2022				
Month of Probationary Completion	PTO 2021	PTO 2022	PTO 2023	PTO 2024
January	4	5	5	2
February	4	5	5	2
March	3	4	4	2
April	3	4	4	2
May	2	3	3	1
June	2	3	3	1
July	2	2	2	1
August	1	2	2	1
September	1	1	1	0
October	1	1	1	0
November	0	0	0	0
December	0	0	0	0

ARTICLE 25

Corrective Discipline and Discharge

Section 1. Corrective Discipline and Discharge

Progressive and corrective disciplinary action for shop rules, and discharge for offenses listed in section 2 of this article will conform to the following requirements:

- (a) The Company shall not discipline or discharge any employee without just cause;
- (b) The Company will be specific in identifying the alleged violation;
- (c) The Company and the Union agree that when an employee is subject to discipline or discharge it shall be confidential and shall only be discussed among the Bargaining Committee, Alternates, or Union Representative, and management;
- (d) Whenever a matter of written discipline is being discussed with an employee, a Bargaining Committee Representative, or Alternates, will represent the employee in connection with the discussion, unless the employee notifies management that he or she wishes to decline union representation; and
- (e) Any discipline or discharge imposed under this article is subject to the grievance procedure.

Section 2. Dischargeable Offenses

Offenses listed in this section are not subject to the progressive disciplinary procedure discussed in section 3. An employee who commits an offense listed in section 2(a) shall be immediately discharged, and an employee who commits an offense listed in section 2(b) shall be subject to disciplinary action up to and including discharge.

(a) Immediately Dischargeable Offenses

Employees shall be immediately discharged for the following types of offenses:

- (1) Possession of weapons on Company property;
- (2) Fighting on Company (or customer) property, on or off duty; and
- (3) Smoking in the LP fuel areas, or while changing tanks.
- (4) Theft of Company property, or the property of another employee, or anyone having business with the Company;
- (5) Absent for four (4) consecutive workdays without notifying the Company;

(b) Offenses that are Subject to Discharge

Employees shall be subject to disciplinary action up to and including discharge for the following types of offenses:

- (1) Engaging in flagrant unsafe conduct which directly or indirectly causes physical harm or injury to another employee or anyone having business with the Company;
- (2) Willful destruction of the Company's (or customer's) property, public property, or the property of other employees;
- (3) Gross insubordination;
- (4) Possession, storage, use, distribution, being under the influence of intoxicating beverages, narcotics, or controlled substances while on duty or on Company property;
- (5) Failure to report any workplace accident or injury, as soon as possible;
- (6) Falsification of employment applications or other employee records;
- (7) Refusal to submit to a workplace search;
- (8) Unauthorized use of Company equipment;
- (9) Violation of Company workplace violence policy;
- (10) Violation of Company harassment policy;
- (11) Issuing verbal threats of violence to another employee, or anyone having business with the Company;
- (12) Leaving Company property during assigned working hours without notifying supervisor;
- (13) The making or publishing of false, vicious or malicious statements concerning any employee, supervisor, the Company or its products;
- (14) Sleeping while on duty;
- (15) Failure to report defective, inoperable, poorly functioning, or otherwise unsafe equipment, tools or machinery, if such items cause a workplace injury;
- (16) Engaging in negligent conduct while operating Powered Industrial Equipment that results in any injury, or death;
- (17) Operating on a revoked Powered Industrial Equipment Permit or operating on a suspended or revoked driver's license for Drivers and Hot Parts Drivers; and
- (18) Tampering with safety-related equipment or devices.

- (19) A preventable accident establishes driver recklessness or negligence causes the death of a person and/or has total damages aggregating more than \$20,000 is deemed a major preventable accident.
- (20) Intentional delaying of load or equipment causing a plant shutdown.
- (21) Drivers banned from customer location.
- (22) Falsification of Company records or reports, including payroll records, or falsifying another employees payroll record.

In determining what disciplinary action is appropriate for section 2(b) offenses listed above, the Company shall take into account all relevant information, including the nature and severity of the violation, whether the violation was a single occurrence or repeated occurrences, whether the violation appears to have been intentional or inadvertent, whether the individual in question had been advised prior to the violation as to the proper course of action and whether or not the individual in question had committed other violations in the past.

(c) Offenses that are Subject to Progressive Discipline for Driver & Hot Parts Classifications

- (1) A preventable accident establishes driver recklessness or negligence and has total damages aggregating \$20,000 or less is deemed a minor charge, such accidents are subject to the following:
 - (a) First Offense: Written Warning
 - (b) Second Offense: Suspension Without Pay, Balance Plus Five (5) Days
 - (c) Third Offense: Subject to discharge
- (2) Where an employee does not receive any disciplinary action under this Section 2(c) during a one-year period from the date of the last violation, the Company will not give any consideration to those infractions given prior to the one-year anniversary date in issuing new disciplinary action for violations against the employee.

Section 3. Progressive Discipline For Shop Rules

- (a) The Company will administer all disciplines for shop rule violations uniformly, and in a progressive and corrective manner. The progressive disciplinary procedure listed below is to be used solely for shop rule violations.
 - (1) First Offense – Verbal Counseling
 - (2) Second Offense – Written Warning
 - (3) Third Offense – Second Written Warning
 - (4) Fourth Offense – Suspension Without Pay, Balance Plus One (1) Day
 - (5) Fifth Offense – Suspension Without Pay, Balance Plus Five (5) Days
 - (6) Sixth Offense – Discharge
- (b) For purposes of this section, suspension refers to scheduled working days.
- (c) Where an employee does not receive any disciplinary action for shop rule violations during a one-year period from the date of the last violation, the Company will not give any consideration to those infractions given prior to the one-year anniversary date in issuing new disciplinary action for shop rule violations against the employee.
- (d) Every employee will receive a copy of his or her disciplinary action notice for steps 1-6.
- (e) Shop rules will be posted in various locations in each building, and will be distributed to each employee during new employee orientation.

Section 4. Progressive Discipline For PIE Infractions

Operating Powered Industrial Equipment (“PIE”) in manner where the following occurs:

- (a) Preventable accident that results in damage to Company property including but not limited to the PIE, customer parts, or warehouse infrastructure; or preventable accident that results in a spill of customer parts regardless of whether, the parts are damaged; or preventable accident that causes injury to another person where treatment of the injury does not exceed regular first aid. After completion of a MARS (management’s active response to safety) review a determination will be made regarding where the incident will be deemed a Minor or Major.

Three consecutive minor PIE incidents/spills will equal one Major PIE incident/spill. And after three, any subsequent incidents/spills will automatically equal a Major incident. Three Major’s will result in remove from the fork lift for one year.

Section 5. Acknowledgement of Disciplinary Notices

The employee will be requested to sign all written disciplinary notices, to acknowledge receipt, with a Union Representative present. If the employee refuses to sign, the Union Representative may sign to acknowledge receipt.

Section 6. Notice to Union

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

Section 7. Timely Discipline

Disciplinary action will be taken not later than seven (7) working days from the date that the Company became aware of the occurrence leading to the discipline. However, if an employee who is the subject of a discipline is unavailable for any reason, thereby, making the issuance of the discipline or discharge difficult, then the seven (7) working day time limit is extended until the employee is available and the disciplinary process can be completed. This additional time will not extend beyond the 2nd working day in which the employee became available.

Section 8. Timeline Extensions

A discipline must be written within seven (7) working days of its occurrence. In the event circumstances of a case make it impossible for the Company to know they had grounds for such discipline prior to that date, the Company shall have seven (7) working days from the date they became aware of the occurrence or incident leading to the discipline. For the purpose of the disciplinary procedure, all instances of the term “working days” are interpreted as Monday through Friday for 5 day 8 hour work shifts and Monday through Thursday for 4 day 10 hour work shifts. Working days are all days except for contractual holidays, and Saturdays or Sundays.

ARTICLE 26
Wages

Section 1. Wages

The wage rates contained in this article will be used for all hours worked, including overtime.

Employees who will reach their five year wage by time of ratification will be eligible for a lump sum payment of \$1000 by the second payroll period following ratification. This payment is to be paid only in 2021.

Employees hired on or after August 1, 2021 will follow the below chart.

1st Year of Contract (8/1/21 – 12/31/22)						
Classification	Starting Wage	1 Year of service	2 year of service	3 year of service	4 year of service	5 years or greater of service
Material Handler	\$15.51	\$15.78	\$16.05	\$16.32	\$16.59	\$16.86
Forklift Operator	\$15.86	\$16.13	\$16.41	\$16.69	\$16.96	\$17.24
ARO	\$16.62	\$16.91	\$17.20	\$17.49	\$17.78	\$18.07
Team Lead	\$16.98	\$17.28	\$17.57	\$17.87	\$18.16	\$18.46
Maint Tech Trainee	\$16.28	\$16.56	\$16.84	\$17.12	\$17.41	\$17.69
Maint Tech	\$24.62	\$25.05	\$25.48	\$25.91	\$26.33	\$26.76
Quality Tech	\$18.09	\$18.41	\$18.72	\$19.04	\$19.35	\$19.67
Driver	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Hot Part Driver	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00

2nd Year of Contract (1/1/23 – 12/31/23)						
Classification	Starting Wage	1 Year of service	2 year of service	3 year of service	4 year of service	5 years or greater of service
Material Handler	\$15.98	\$16.25	\$16.53	\$16.81	\$17.09	\$17.36
Forklift Operator	\$16.33	\$16.62	\$16.90	\$17.19	\$17.47	\$17.75
ARO	\$17.12	\$17.42	\$17.72	\$18.01	\$18.31	\$18.61
Team Lead	\$17.49	\$17.79	\$18.10	\$18.40	\$18.71	\$19.01
Maint Tech Trainee	\$16.76	\$17.05	\$17.35	\$17.64	\$17.93	\$18.22
Maint Tech	\$25.36	\$25.80	\$26.24	\$26.68	\$27.12	\$27.57
Quality Tech	\$18.64	\$18.96	\$19.28	\$19.61	\$19.93	\$20.26
Driver	\$25.75	\$25.75	\$25.75	\$25.75	\$25.75	\$25.75
Hot Part Driver	\$20.60	\$20.60	\$20.60	\$20.60	\$20.60	\$20.60

3rd Year of Contract (1/1/24 – 12/31/24)						
Classification	Starting Wage	1 Year of service	2 year of service	3 year of service	4 year of service	5 year of service
Material Handler	\$16.45	\$16.74	\$17.03	\$17.31	\$17.60	\$18.00
Forklift Operator	\$16.82	\$17.12	\$17.41	\$17.70	\$17.99	\$18.40
ARO	\$17.64	\$17.94	\$18.25	\$18.56	\$18.86	\$19.30

Team Lead	\$18.01	\$18.33	\$18.64	\$18.95	\$19.27	\$19.70
Maint Tech Trainee	\$17.27	\$17.57	\$17.87	\$18.17	\$18.47	\$18.90
Maint Tech	\$26.12	\$26.58	\$27.03	\$27.48	\$27.94	\$28.50
Quality Tech	\$19.20	\$19.53	\$19.86	\$20.20	\$20.53	\$21.00
Driver	\$26.52	\$26.52	\$26.52	\$26.52	\$26.52	\$26.52
Hot Part Driver	\$21.22	\$21.22	\$21.22	\$21.22	\$21.22	\$21.22

Section 4. Shift Premium

Shift premiums will be paid as follows: \$0.75 for second shift and third shift premium per hour.

Section 5. Payroll Error

In the case of a payroll error, if eight (8) hours or greater, the Company will process a "Comp Check" request and the check should arrive at the location within two (2) business days. If the error is less than eight (8) hours, the error will be corrected on the next scheduled payroll.

Section 6. Ratification Bonus

If this agreement is ratified on the first vote, each employee on the Company payroll who has successfully completed his/her probationary period, and is in active status at the time of ratification will be paid a lump sum in the amount of \$1,000.00 by the second payroll period following ratification.

Section 7. ARO Pay and Team Lead Pay

Any Material Handler's or Forklift Operators who works out of their classification or team will be compensated ARO pay for the hours the employees performed ARO work or teamlead pay for teamlead work. Example: L dock Forklift Operator works on K Dock as a Forklift Operator is out of their team and will receive ARO pay for hours worked on K Dock. If an ARO performs T.L work then they will receive T.L Pay

ARTICLE 27 BENEFIT PLANS

Section 1. Benefit Plan

All full-time employees will be covered for benefits on the first day of the month following sixty (60) days of continuous full time active employment.

The following table defines when an employee is eligible for each of the Company's benefit programs:

<u>Benefits</u>	<u>Immediately</u>	<u>1st Day of Date of Hire</u>	
		<u>+30 days</u>	<u>1 Year</u>
Medical		X	
Prescription		X	
Vision Insurance and/or Discount Program		X	
Dental		X	
Short-Term Disability		X	
Long-Term Disability		X	
Basic-Life Insurance		X	
Optional Life Insurance		X	
Accidental Death & Dismemberment		X	
Business Travel Accident	X		
Flexible Spending Account		X	
401(k) Plan – Employee contributions	X		
401(k) Plan – Company match and/or contributions			X*
Pre-paid Legal Plan		X	
Employee Assistance Program		X	
Employee Stock Purchase Plan		X**	
YouDecide.com	X		
Payroll Direct Deposit	X		
Credit Union	X		
Adoption Assistance		X	
Service Recognition Awards			X

*For employees hired before 1/1/16, EEs hired after 1/1/2016 who make deferrals to the 401k plan are also eligible for company match)

**First quarter after 90 days of employment

Employees will participate subject to pre-tax or non pre-tax monthly contributions deducted from pay on a weekly basis.

Employees who do not desire to participate have the option of affirmatively selecting no coverage.

An employee is responsible for completing the annual enrollment process, which is the benefit selections process during the open enrollment period (October/November) and such selections will be effective January 1 of the following year.

Section 2. Effective Date of Coverage

Beginning August 1, 2021 coverage for all regular FT new hire/rehire benefits effective date will be their date of hire +30 days.

Additional information will be sent to an employee's home shortly after he or she becomes eligible for benefits and employees are encouraged to enroll online as soon as administratively possible to avoid delays in getting their benefits established.

Section 3. Benefit Enrollment

Unless noted otherwise, benefit enrollments are made through the Ryder BenefitsNow Center. Benefit Plan options, costs and enrollment instructions are mailed to employees' homes as soon as administratively feasible after their date of hire and/or the date they become benefit-eligible. Each year, the Company conducts an annual enrollment during which changes to Benefit Plan options are communicated to employees.

Section 4. Changes to Benefit Elections

Qualified life-changing events are the only circumstances under which Internal Revenue Service rules allow for changes to medical, dental, dependent coverage and reimbursement account contribution elections during the plan year.

Examples of qualified life-changing events include, but are not limited to, marriage, divorce, legal separation, birth or adoption of a baby, or a significant change in a spouse's employment/benefit coverage.

If employees experience a qualified life-changing event, they must contact the Ryder BenefitsNow Center at (800) 280-2999 within thirty (30) calendar days of the event to change their benefit elections.

If an employee does not contact the Ryder BenefitsNow Center within thirty (30) calendars days, he or she will not be able to make changes until the next annual enrollment period.

An employee may elect to drop or decrease coverage anytime during the year for the following benefits:

- (a) Short-term and Long-term Disability
- (b) Additional and Dependent Life Insurance, and
- (c) Additional and Dependent Accidental Death and Dismemberment.

Important: An employee may only add or increase benefit coverage to the above benefits during the annual enrollment period.

ARTICLE 28 MEDICAL BENEFITS

Section 1. Health Care Benefits

The medical and prescription plans, and the employee contributions for these plans, will be as follows and will be effective January 1st, 2022.

Benefit Type	Provider	Plan Design
Medical with Prescription (Rx)	Blue Care	BCN5
Medical with Prescription (Rx)	Blue Care	BCN10

Effective January 1st 2022 the monthly medical and prescription plan charges to the employees will be 23% of the total premium charged to the Company. Effective January 1st 2024 the monthly medical and prescription plan charges to the employees will be 22% of the total premium charged to the Company. The premium charges will be posted in the facility for all members to see and the employee rates will be posted as well.

The Company shall provide to the Union the monthly medical and prescription plan charges and corresponding employee monthly contributions (23% (2022), 23% (2023), and 22% (2024) of the monthly plan charges) scheduled for each year in the 4th quarter of the prior year.

Section 2. Dental Benefits

The employees will be responsible for 100% of the premium charges for Dental Benefits available within this agreement and increases will be passed on to the employee as they occur.

Section 3. Vision Benefits

The employees will be responsible for 100% of the premium charges for Vision Benefits available within this agreement and increases will be passed on to the employee as they occur.

Section 4. Benefit and/or Insurance Providers

If the Company or a third party benefit and/or insurance provider referenced in this article cancel's, discontinues or substantially increases the cost of participation in the benefit or insurance programs, the Company and the Union agree to meet and discuss possible alternative plan options and employee contribution increases. Any agreement will be negotiated and agreed upon by both the Union and the Company. These negotiations must be completed no later than the end of the 2nd Quarter of the preceding calendar year.

**ARTICLE 29
EMPLOYEE SAVINGS PLAN**

Incumbents hired before January 1, 2016

Employees covered by this Agreement will participate in the Plan under the same terms and conditions as other Ryder field employees. Uniform changes in the Plan will apply to the employees covered by this Agreement without further negotiation.

Current Formula:

Step 1. Upon eligibility Ryder will make a Company Contribution in the amount of \$400 to be paid annually as of the last day of the Plan Year (to those actively employed on December 31) regardless of whether or not the employee contributes anything.

If an employee chooses to contribute from his or her paycheck there are two match components:

Step 2: Ryder will match \$1 for each \$1 of the employee's contribution up to a total of \$300 per year

Step 3: Ryder will match \$.50 for each additional \$1 of employee's contribution up to the next \$800 (employee has now contributed a total of \$1,100).

Here is how the formula works:

	Employee Contribution	Company Contribution	Total In Account at This Point
Step 1	\$ 0	\$ 400	\$ 400
Step 2	\$ 300	\$ 300	\$1,000
Step 3	\$ 800*	\$ 400	\$2,200
	\$ 1,100	\$ 1,100	

Employee can contribute a maximum of fifty-percent (50%) of their income each year. The Company will contribute \$400 and will match the first \$700 of employee contributions for a maximum company funding of \$1,100 per year.

New hires and rehires from and after January 1, 2016

Employees covered by this Agreement will participate in the Plan under the same terms and conditions as other Ryder field employees. Uniform changes in the Plan will apply to the employees covered by this Agreement without further negotiation.

Current formula:

If an employee chooses to contribute from his/her paycheck, and upon meeting eligibility requirements, Ryder will match 50% up to 6% of the eligible pay. All Company funding to the Plan will be in the form of Matching Contributions. Funding of Matching Contributions will be done on the pay-period frequency, or as soon as administratively practicable after each pay period.

Eligibility Waiting Period: employees are eligible for company funding in the 401k plan as of the first of the month following the attainment of age 21 and 12 months of service in which at least 1000 hours have been worked.

ARTICLE 30
EMPLOYEE STOCK PURCHASE PLAN

The employees covered by this Agreement are eligible to participate in the Ryder Employee stock purchase plan under the same uniform terms and conditions applicable to all Ryder employees.

ARTICLE 31
EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program (EAP) provided by the Company makes professional counseling available for employees and their family on a voluntary basis. The EAP has two components: the Counseling and Referral Program, and the Substance Abuse Rehabilitation Program.

Contact information will be posted on an annual basis or if provider changes.

**ARTICLE 32
GENERAL PROVISIONS**

Section 1. Agreements

Upon ratification of this Agreement, copies of the Agreement will be printed and distributed to all employees. The Company will be responsible for printing and distribution of the Agreement to all employees and will bear printing and distribution costs. The Agreement will be printed by a Union printer.

Section 2. Smoking

Smoking is strictly prohibited inside of the facilities covered by this Agreement. However, smoking will be allowed in outside designated areas covered by this Agreement.

Section 3. Cell Phones and Pagers

Personal cell phones and/or pagers may only be used during lunch or break periods in designated lunch and break areas, and outside of the facilities.

Section 4. Good Housekeeping

Employees shall take care of their trash in meal and break areas, and work together to maintain a clean and sanitary facility.

Section 5. Expectation of Privacy

Employees shall have no expectation of privacy in their lockers, lunch boxes, their pockets, or other personal items, thus the Company has the right to search employees and these items at its discretion. The Company will not have personal physical contact with an employee while conducting a search. The Bargaining Committee Chairperson or his or her designee will be present during all searches described in this section.

Section 6. Address and Phone Number Changes

It is the responsibility of each employee to keep the Company and the Union advised of his or her correct address and phone number. The Company and Union shall be entitled to rely on the address and phone numbers shown in the Company's records.

Section 7. Beverages in Work Areas

Non-alcoholic beverages with lids are permitted in work areas.

Section 8. Leaving During Lunch

Employees are allowed to leave Company property for unpaid lunch.

Section 9. Lunch Deliveries

Outside food deliveries are allowed at lunchtime.

Section 10. Elimination of Discipline

Upon ratification of this Agreement, all employees will have shop rule disciplines removed from their record.

Section 11. Lockers

The Company will provide lockers to all employees covered by this Agreement.

Section 12. Refrigerator and Microwaves

Refrigerators and microwaves will be furnished by the Company in each lunch and break area. The Union and the Company will determine the amount of such equipment jointly.

Section 13. Basic Tools

The Company will provide all employees the basic tools necessary to perform their jobs.

ARTICLE 33
V-CAP CHECKOFF

During the life of this Agreement, the Company agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed the following "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form; provided further, however, that the Company will continue to deduct the voluntary contributions to UAW V-CAP from the pay of each employee for whom it has on file an unrevoked "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form, together with the provisions of this article of the Agreement.

A properly executed copy of the "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Company before any such deductions are made, except as to employees whose authorizations have heretofore been delivered. Deductions shall be made thereafter, only under the applicable "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" forms, which have been properly executed and are in effect.

Deductions shall be made, pursuant to the forms received by the Company, from the employee's first union dues period in the first month following receipt of the check-off authorization card and shall continue until the check-off authorization is revoked in writing. The Company agrees to remit said deductions promptly to UAW V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The Company further agrees to furnish UAW V-CAP with the name, address, social security number, and date of last Authorization of those employees for whom deductions have been made. The Company further agrees to furnish UAW V-CAP with a monthly and year-to-date report of each such employee's deductions. This information shall be furnished along with each remittance on a floppy disk or magnetic tape, in ACSII or some other common format conveniently available to the Company's Accounting Systems. The funds may now be sent by EFT and the member deduction information may also be emailed.

Any questions concerning magnetic media, EFT or electronic fund transfer may be directed to: UAW Region 1-D
1940 West Atherton Road
Flint, MI 48507

All checks should be made out to *UAW V-CAP* and forwarded to:
Bank One, Dept. 78232
Article 23 Voluntary Exchange
PO Box 78000
Detroit, MI 48278-023

ARTICLE 34
SEVERABILITY

If any article of this Agreement should be held invalid by operation of law or a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

ARTICLE 35
COMPLETE AGREEMENT

This Agreement shall constitute the only agreement between the parties and shall not be modified, except in writing and with mutual agreement between all parties. As unexpected issues arise during the life of this Agreement, Company and Union representatives will meet, discuss and come to a satisfactory resolution to the concern to which both parties can abide. The Company handbook and all other practices, agreements or policies, whether oral or written, that have occurred before August 1, 2021, but which are not included directly in this Agreement are hereby cancelled, except where otherwise modified during these current negotiations.

**ARTICLE 36
DURATION OF AGREEMENT**

This Agreement shall become effective on August 1, 2021 and shall remain in force until midnight (12:00 a.m.), December 31, 2024, and from year to year thereafter until sixty (60) days after either party has served written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. Such written notice given sixty (60) days or more before December 31, 2024, shall become effective on December 31, 2024. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement December 31, 2024, in the same manner as a notice of desire to terminate unless before that date, all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

For:

Ryder Integrated Logistics, Inc

By:

THE COMPANY:


Gregory Reinke, Director


Jeffrey John, Sr. HR Manager


Jacob Seidel, HR Manager


Kerry Santori, Group Manager Logistics


Robert David, Senior Transportation Manager



Mitchell Greenwald, Operations Manager

For:

United Automotive Aerospace and
Agricultural Implement Workers of America

By:

FOR THE UNION:


Michael Lung, Bargaining Committee Chairperson


Arthur Luna Jr., Bargaining Committee Member


Gordon Hyler, Bargaining Committee Member


Blake Costello, Bargaining Committee Member


Benjamin Frantz, Local 652 President


Michael DiCosola, International Representative


Steve Dawes, Region 1-D Director

Appendix A

Job Descriptions

These descriptions can be amended by the Company after a meeting occurs with the Union to discuss the Union's input before any changes are implemented.

1. Classification: Fork Lift

- ☐ **Responsibilities:** Support warehouse operations as required by standardized work. Operate powered industrial equipment within safety guidelines.
- ☐ **Duties:**
 - Load / Unload trailers
 - Pick material for outbound shipments
 - Replen work cells
 - Put away from inbound docks
 - Fulfill work activities as outlined in standardized work.
 - Perform other duties as assigned by Supervisor.
 - Assists with on-the-job training.

2. Classification: Material Handler

- ☐ **Responsibilities:** Support warehouse operations as required by standardized work. Operate powered industrial equipment within safety guidelines.
- ☐ **Duties:**
 - Picking sequence parts
 - Checking inbound / outbound loads
 - CMC load build / PRC strip
 - Potential for Tugger operation
 - Racks boulevard
 - Fulfill work activities as outlined in standardized work.
 - Perform other duties as assigned by the Supervisor.
 - Tugger certification (as required)
 - Assists with on-the-job training.

3. Classification: Maintenance Trainee / Rack Repair person

- ☐ **Responsibilities:** Wash, inspect, document and repair all types of racking, including but not limited to PRCs, Sequence Racks & LOC Dollies.
- ☐ **Duties:**
 - Completes cleaning and maintenance of static and roller racking per procedure and maintains records.
 - Performs repair and assembly of static and roller racking.
 - Maintains records for, completes cleaning, repair and maintenance of PRCs, sequence racks & dollies.
 - Uses a computer to document and schedule work.
 - Operates mechanical equipment such as fork trucks, tuggers and scissor lift.
 - Works in adverse conditions such as inclement and wet environments.
 - Perform other duties as assigned by your supervisor.
 - Fulfill work activities as outlined in standardized work.

4. Classification: Team Lead

- ☐ **Responsibilities:** Support warehouse operations as required by standardized work. Operate powered industrial equipment within safety guidelines. Work under the guidelines of the Team's Supervisor.
- ☐ **Duties:**
 - Fulfill work activities as alternate relief.
 - Work in different open positions as requested.
 - Perform other duties as assigned by your supervisor.
 - Assists with on-the-job training.
 - Fulfill work activities as outlined in standardized work.

5. **Classification:** ARO

- ☐ **Responsibilities:** Support warehouse operations as required. Work under the guidelines of the Team Supervisor.
- ☐ **Duties:**
 - Fulfill work activities as alternate relief.
 - Work in different open positions as requested.
 - Perform duties as required of a warehouseman including material handling.
 - Perform other duties as assigned by your supervisor.
 - Assists with on-the-job training.

6. **Classification:** Maintenance Technician

- ☐ **Responsibilities:** Performs routine and extensive preventative maintenance and repair procedures on LOC campus buildings, mechanical equipment and utility systems.
- ☐ **Duties:**
 - Performs PM, repair and computer based record keeping on building and equipment on the Lansing LOC campus.
 - Repairs and PM's on automated conveyor systems.
 - Works on pneumatic systems, i.e. automated lift assists.
 - Works on electrical systems,
 - Fabricate and or repair welded assemblies as required.
 - Repair dock locks and dock equipment
 - Responds to emergency maintenance requests as required.
 - Operate motorized equipment such as fork trucks and scissor lifts.
 - May be called upon to show up after hours due to unforeseen circumstances.
 - Assists with on-the-job training.
 - Other duties as assigned.

7. **Classification:** Quality Technician

- ☐ **Responsibilities:** **Support warehouse operations by working with suppliers and disposition material.**
- ☐ **Duties:**
 - Ability to understand Standardized Work Sheets
 - Utilize a computer (MS Excel, MS Word, MS PowerPoint and LCM database)
 - Take pictures of product and email to suppliers
 - Conduct Torque Audits and Tooling Verification
 - Repack material as needed
 - Perform other duties as assigned by the Supervision
 - Assists with on-the-job training.

8. **Classification:** Hot Parts Driver

- ☐ **Responsibilities:** **Primarily responsible for safely transporting material to and from Ryder, customer and suppliers facilities in a commercial vehicle and comply with Ryder, customer and supplier safety and DOT policies and regulations.**
- ☐ **Duties:**
 - Loading/unloading freight or assisting in the loading/unloading of freight.
 - Strapping, bracing, blocking freight/carts as required.
 - Maintain on time pick and delivery schedule
 - Assist and train other drivers as required
 - Immediate notification to dispatcher of any delay

9. **Classification:** Driver

- ☐ Responsibilities: **Primarily responsible for safely transporting material to and from Ryder, customer and suppliers facilities in a commercial vehicle and comply with Ryder, customer and supplier safety and DOT policies and regulations.**

- ☐ Duties:
 - Loading/unloading freight or assisting in the loading/unloading of freight.
 - Strapping, bracing, blocking freight/carts as required.
 - Maintain on time pick and delivery schedule
 - Assist and train other drivers as required
 - Immediate notification to dispatcher of any delay

Appendix B

Maintenance Technician Trainee

These individuals will be sponsored by the Company to participate in the Lansing Community College (LCC) "Industrial Maintenance Technician" curriculum.

Maintenance Technician Trainees will continue to perform Rack Repair and Cleaning duties.

The Maintenance Technician Trainee Program will function under the following parameters:

- Maintenance Technician trainee positions will be filled by the most senior employees who successfully achieve a passing score on an examination covering Reading, Writing and Math administered by a "Sylvan Learning Center." Candidates must also apply for and meet the enrollment requirements of LCC.
- Maintenance Technician positions that become vacant will be filled through a competitive process. Employees who successfully complete the Maintenance Technician Training program will be given consideration to fill such open positions, but are not guaranteed to be awarded the position.
- The trainees that are enrolled in the program will work 2nd or 3rd shift, according to their seniority, to allow them to participate in the required course schedule.
- Once enrolled at LCC, the trainee(s) must provide documentation each semester that they remain enrolled and are maintaining an overall Grade Point Average (GPA) of 2.0.
- Each trainee must successfully complete the entire curriculum, including prerequisite classes, within 36 months.
- Trainees will not be compensated for attending classes or study time.