

# AGREEMENT

By and between

**OAK HARBOR FREIGHT LINES, INC.**

And

**TEAMSTERS LOCAL UNION NO's.  
81, 174, 231, 252, 324, 483, 589, 690, 760, 763, 839, & 962**



November 2007~~4~~ through October 2013~~07~~

Inadvertent errors or inconsistencies in this proposal document shall be discussed by the parties for appropriate modification, to reflect the Union's intent. It is also the intent of the Union to "bridge" the period between this Agreement and the expiration of the expired Agreement, whenever possible, to provide uninterrupted coverage.



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# AGREEMENT

Bby and between

OAK HARBOR FREIGHT LINES, INC.

Aand

TEAMSTERS LOCALS 81, 174, 231, 252, 324, 483, 524, 690, 760, 763, 839, & 962

Ceovering

certain employees working out of Oak Harbor Freight Lines facilities located within  
IDAHO, OREGON & WASHINGTON

(November 01, 2007 through October 31, 2013)

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## 1.0 PARTIES TO THE AGREEMENT

- 1.01 THIS AGREEMENT is by and between OAK HARBOR FREIGHT LINES, INC. ("Employer"), and with Teamster Local Union Nos. 81, 174, 231, 252, 324, 483, 589, 690, 760, 763, 839, and 962, ~~each~~—affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS ("Local Union"). The parties to this Agreement hereby agree to be bound by the terms and provisions of this Agreement.
- 1.02 The purpose of this Agreement is to set forth the understanding reached between the parties hereto with respect to wages, hours, and other terms and conditions of employment.

### Scope of Agreement:

- 1.03 The execution of this Agreement on the part of the Employer shall cover all line haul and pickup and delivery operations of the Employer that are specifically covered by this Agreement, and shall only have application to the work performed by the following designated unit of employees:

All truck drivers, helpers, dockmen, warehousemen, checkers, power-lift operators, hostlers, and such other employees as may be presently or hereafter represented by each Local Union as referenced in Appendices A, B, C, and D, engaged in local pick-up, delivery and assembling of freight, within the jurisdiction of the Local Union and office-clerical and shop employees employed by the Employer excluding however, the classifications set forth immediately below in Section 1.04.

- 1.04 The following classifications of employees are specifically excluded from the coverage of this Agreement:
- (a) Confidential employees, supervisory and professional employees within the meaning of the Labor Management Relations Act of 1947, as amended;
  - (b) employees already covered by an existing union contract not included in this Agreement;

- (c) office supervisors exercising independent judgment with respect to the responsibility for directing the work or recommending hiring and firing; and
- (d) non-bargaining unit employees.

1.04.1 After ratification of this Agreement, should the Employer acquire or open an operation not covered by this Agreement that is within the jurisdiction of Joint Council of Teamsters No. 28 or No. 37 and such operation's work derives or stems from an operation covered by this Agreement or the new operation is the assumption of work previously performed by an Agent of the Employer as part of the Employer's distribution network and will now be performed by the Employer itself, then such operation shall be recognized as an accretion of work covered by this Agreement and the Employer shall include the Local Union having territorial jurisdiction over the operation as a Local Union covered by this Agreement.

~~1.04.2 In the event the Employer acquires or opens an operation not covered by this Agreement and a Teamsters Local Union affiliated with the IBT notifies the Employer offering to present representation cards authorizing that Local Union to be the representative for fifty percent (50%) + one (1) or more employees of all unit employees at the operation to a mutually agreeable neutral party (the FMCS or NLRB), the Employer shall, upon such offering or presentation, then recognize the Local Union as the representative of the employees at the affected operation subject only to a bona fide secret ballot election conducted by the FMCS, NLRB or other neutral party agreeable to the Employer and Union. Such election shall take place within fifteen (15) days of the Union presenting or offering to present copies of authorization cards. This Agreement shall not automatically apply. Once recognition is granted, negotiations shall commence.~~

1.05 Status of the Employer: The Employer and the Local Union agree that the Employer is not party to any multi-employer bargaining unit.

1.06 Bargaining Unit Work Preservation: ~~Bargaining unit work shall not be performed by non-bargaining unit personnel, except as follows: When such work may be incidental or de minimis and when called for by business conditions; and/or when equipment is moved from one location to another. Provided, however, that non-bargaining unit personnel shall not perform any bargaining unit work (other than de minimis work) if: (1) there are any bargaining unit personnel on layoff who are qualified to perform the work; or (2) bargaining unit personnel lose hours (including overtime hours), are laid off, or terminated as a result of the diversion of work. In addition, non-bargaining unit personnel shall not perform any bargaining unit work unless the Company has first provided to the Union a 48-hour written notice specifically identifying the work proposed to be diverted and the non-bargaining unit personnel whom the Company proposes to do the work, together with a reasonably thorough explanation of the reasons for the proposed diversion. Except as permitted herein, no work of the bargaining unit shall be performed by persons that are not members of the bargaining unit, or as may be incidental or de minimis and required by business conditions.~~

1.07 Non-discrimination: The Employer and the Local Union shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms or



conditions of employment because of such individual's race, color, religion, sex, or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, or national origin or engage in any other discriminatory acts prohibited by law.

Nothing herein shall be construed or applied to deny to any employee the employment opportunities set forth above.

For purposes of this Agreement, any reference to a particular gender shall be construed so as to apply equally to either gender.

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

## ***2.0 MANAGEMENT RIGHTS***

- 2.01 Company Rules: The Local Union recognizes the right of the Employer to establish such reasonable Company Rules as may be deemed necessary, provided that such rules are not in conflict with the express terms and provisions of this Agreement.

Company Rules shall be in writing, posted, and effective thirty (30) days after posting and submitted to the Local Union. The Local Union may object that the rules violate a specific provision of the Agreement. Any objection must be specific as to what contract provision the rule or rules will violate.

If a conflict exists regarding the issue of whether a Company Rule violates a specific provision of the Agreement, the Local Union may submit the issue to Article 15.0 Grievance Procedure for resolution.

- 2.02 Subcontracting: It is hereby acknowledged that the Employer may subcontract portions of his work to subcontractors (including Oak Harbor Freight Lines Terminals not covered by this Agreement) as a normal and routine method of conducting his business. No regular employee shall lose his/her job (layoff or termination) due to the use of subcontractors or because of work assigned to other Oak Harbor terminals not covered by this Agreement. The Employer shall, in accordance with this Agreement, make a reasonable effort to use available bargaining unit members at straight time for bargaining unit work prior to using a subcontractor. This Section 2.02 shall not apply to office work.

- 2.02.1 The choice of subcontractors shall be a management decision exercised in the best interest of the Employer by the Employer. Except as described above in Section 2.02, and as herein provided, there shall be no restriction imposed on the Employer by the Local Union that would interfere with the selection of a subcontractor, nor shall there be

any action taken by the Local Union that would hinder the performance of such subcontractor, except as permitted by this Agreement and under the National Labor Relations Act. It is expressly understood that employees of subcontractors shall not be required under this Agreement to be represented by any Local Union. The intent of this Section 2.02.1 is not to preclude attempted union organization of employees at terminals not covered by this Agreement.

~~2.02.2 Teamsters Joint Councils 28 and 37 may jointly request a report detailing the name and the route traveled by the Employer's Line subcontractors, provided such request is reasonable. The Employer shall, upon request, meet with a Local Union to discuss the non financial details of a subcontracted route and to determine whether or not the subcontracted route is a roundtrip.~~

~~2.02.3 To assure reasonable parity between what freight work is subcontracted and Employer movement of freight, it is agreed that for each two (2) "line drivers" added to seniority above eighty nine (89) one additional position shall be added to the number of line positions to be maintained in Section B.4 of Appendix B. Such positions may be decreased as provided in said Section B.4.~~

2.02.24 Owner/Operators or independent contractors are not covered by this Agreement and there shall be no restrictions on the Employer with respect to Owner/Operators or independent contractors. Current regular employees ~~on the Employer's payroll as of 8/1/96~~ shall suffer no loss of jobs due to the use of Owner/Operators or independent contractors.

2.02.35 Piggy-Back Barge, Etc.: The Employer reserves the right to use piggy-back, birdie-back, fishy-back or barge operations, etc. over any and all routes where he has established relay runs or through runs. Current regular employees ~~on the Employer's payroll as of 8/1/96~~ shall not suffer loss of jobs due to the use of this Article.

2.02.46 Bargaining Unit operations other than Line operations shall use the following procedure prior to subcontracting bargaining any bargaining unit work:

- a) All available seniority employees at the Terminal must be working or scheduled to work their shift/bid, including Utility A employees.
- b) Qualified and available casuals (if any are employed) and Utility B have been offered the work.
- c) Whenever possible, the Employer shall notify the Local Union to request qualified and available referrals.
- d) Available shall mean the employee can perform the required work at the time required by the Employer and within their normal shift/bid.

2.02.57 Subcontracting shall not be used as a subterfuge to avoid the provisions of this Agreement; provided however, the foregoing shall not be construed as a restriction of the Employer's rights not otherwise limited by this Agreement.

### 3.0 LOCAL UNION RIGHTS

- 3.01 Local Union Activities: Any member of the bargaining unit who acts in any official capacity of the Local Union whatsoever shall not be discriminated against for his acts as such officer of the Local Union so long as such acts do not interfere with the conduct of the Employer's business. Further, there shall be no discrimination against any employee because of Union membership or activities.
- 3.02 Notification to the Local Union: The Employer shall provide the information required for new employees including casual employees and Utility B employees on a form provided by the Local Union to the Local Union which shall include the following information: (1) name, home address and Social Security Number of the newly hired employee; (2) date employee was hired, and (3) hours worked by casual employees and Utility B employees, ~~and the name and shift of the regular employee that the casual employee is replacing if the casual employee's hours are replacement hours~~. The Employer shall transmit such form to the Local Union by the tenth (10<sup>th</sup>) of the following month recording the events of the preceding month. Upon reasonable request by a Local Union the Employer shall produce for inspection by that Local Union information regarding the use of Agency workers.
- 3.03 Union Shop: All present employees who are members of the Local Union on the effective date of this Subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the thirty-first (31<sup>st</sup>) day following the beginning of their employment or on and after the thirty-first (31<sup>st</sup>) day following the effective date of this Subsection or the execution date of this Agreement, whichever is the later. An employee who has failed to acquire, or thereafter maintain membership in the Union as herein provided, shall be terminated seventy-two (72) hours after the Employer has received written notice from an authorized agent of the Local Union, certifying that membership has been, and is continuing to be offered to such employee on the same basis as all other members and further, that the employee has had notice and opportunity to make all dues or initiation fee payments. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.
- 3.04 Stewards: The Employer recognizes employees' Weingarten rights and the right of the Local Union to designate job stewards and alternates from the Employer's seniority list. The authority of job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:
- (a) The investigation and presentation of grievances with the Employer or the designated Employer Representative in accordance with the provisions of the Collective Bargaining this Agreement;
  - (b) The collection of dues when authorized by appropriate Local Union action; and

(c) During non-work times ~~t~~The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

(1) have been reduced to writing; or,

(2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

3.04.1 Job stewards and alternates shall have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authority of the job stewards and their alternates, and shall not hold the Local Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job steward or his/her designated alternate has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

3.05 Picket Lines: It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action or permanent replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute which is unrelated to the Employer's operation, or refuses to go through or work behind any primary picket line, including the primary picket line of Local Unions party to this Agreement which is unrelated to the Employer's operation. In the event a union not party to this Agreement is the recognized representative of employees of the Employer and is seeking an agreement with the Employer no picket line at any Employer facility supporting such union's demands shall be recognized once the Employer has offered that local union the terms of this Agreement on an individual local union basis.

3.06 Union Bulletin Boards: The Employer shall provide suitable space for the Local Union bulletin board in each garage, terminal or place of work. Postings by the Local Union on such boards shall be confined to official business of the Local Union.

3.07 Inspection Privileges and Employer Identification: Authorized agents of the Local Union, after notifying the Employer, shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to: provided however, there shall be no interruption of the firm's ~~working schedule~~ by any authorized agent of a the Local Union.

3.08 Check-Off: The Employer shall deduct from the pay of all employees covered by this Agreement the dues and initiation fees of the Local Union having jurisdiction over such employees and shall remit to said Local Union all such deductions. Written authorization by the employee shall be furnished in the form required by law. The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues or initiation fees (full or installment) owed and to be deducted for such month from the pay of such member. The Employer shall add to the

list submitted by the Local Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed. Check-off shall be on a monthly basis.

- 3.08.1 The Employer shall deduct such amounts within two (2) weeks following receipt of the statement certification from an appropriate Local Union, and in accordance with such statement certification remit same to the appropriate Local Union no later than thirty (30) days from the date such deduction is made.
- 3.08.2 When an employee who is on check-off is not on the payroll during the week in which the deduction is to be made, or has no earnings or has insufficient earnings during that week, or is on leave of absence, the employee shall be responsible for making arrangements with the Local Union and/or the Employer to pay such dues in advance.
- 3.09 DRIVE: The Employer shall deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" shall exclude any week in which the employee earned no wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost of those expenses incurred in administering the weekly payroll deduction plan.

The Employer shall recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union or to such other organizations as the Local Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

- 3.10 Local Unions shall indemnify and hold the Employer harmless for all actions taken by the Employer under instructions of the Local Union pursuant to Sections 3.03, 3.08, and 3.09 above.

#### ***4.0 SENIORITY RIGHTS***

- 4.01 Seniority Rights: Seniority shall be by classification in each terminal, for employees, as provided in this Article 4.0 and elsewhere in this Agreement. The Corporate Office shall be a Terminal.
- 4.01.1 Utility A, Utility B, Office and Shop employees shall have separate seniority from Drivers.
- 4.01.2 Portland shall have divisions of seniority for drivers, those being one separate list for "Line Drivers" and another separate list for "P&D " employees.

- 4.02 Within thirty (30) days after the signing of this Agreement, the Employer shall post in a conspicuous place at the employee's home terminal, and shall mail to the Local Union, a list of the regular employees covered by this Agreement arranged according to their seniority and classification. The above list shall be kept current by the Employer.
- 4.02.1 Protests to any employee's seniority date or position on such list must be made in writing to the Employer within thirty (30) days after such seniority date or position first appears, **and if no protests are timely made, the dates and positions as posted shall be deemed correct.** Any such protest that is timely made may be addressed through the procedures set forth within Article 15.0 Grievance Procedure.
- 4.03 Bidding shall be at least once a year. Bidding shall be by seniority provided each bidder must be qualified for the position he/she wishes to bid. Bids shall be posted on a date mutually agreed upon between the Employer and Local Union. Bidding in the Auburn office(s) shall be according to Appendix C, Section C.2 and in the Auburn Garage according to Appendix D, Section D.2. The employee claiming a seniority right to bid a position must have demonstrated the ability to perform all of the work claimed or shall not be considered to be qualified.
- a) Terminals shall bid one hundred percent (100%) of Driver start times that are not for leadman, foreman, dispatch, etc. Seventy percent (70%) of terminal start times shall be "fixed", i.e. a stated start time, thirty percent (30%), may be "floating" i.e. stated start time is subject to change at any time. Seventy (70) percent of start times shall be subject to Sections 4.04 and 4.05 below. In terminals with over sixty (60) bidders eighty (80) percent shall be "fixed" bids and twenty (20) percent shall be "floating".
- b) Where more than ten (10) employees are employed as Utility A, there shall be a one hundred percent (100%) bid of employees who are working on the Terminal seniority list with no less than fifty-five percent (55%) of the working start times being fixed bids and forty-five percent (45%) of the working start times being floating start times. Fixed and floating start times are subject to Sections 4.04 and 4.05 below, except for emergency conditions (flood, ice etc) or when the start time must be moved to accommodate holiday freight flows scheduling.
- c) For purposes of this Section "hostling" shall be a P&D classification.
- 4.03.1 An employee not able to bid because he/she is absent due to industrial injury, scheduled vacation or other scheduled absence, precluding the employee from coming to the terminal to exercise his/her seniority to bid, shall be permitted to bid according to a local written rule between the Employer and Local Union, ~~and such bid shall be eligible for the "hold down" under Section 4.06 below. The employee shall inform Management of his/her bid and shall initial and date a confirmation of his/her bid and forward a copy of such confirmation to the Local Union.~~
- 4.03.2 Fixed starting times may be changed by the Employer to accommodate business changes occurring since the last bid plus or minus two (2) hours without bidding the change.
- a) Where two or more employees are starting fixed bids at the same time of day and a fixed bid must be changed the Employer shall, unless circumstances preclude it, first ask



the senior employee(s), and if declined, force the less senior employee(s) to accept the change(s).

~~b) In "Hub Terminals" (over 60 bidders) where ten (10) or more persons in a classification have the same fixed bid start time no more than five (5) persons will be forced into a change of start time without a re-bid.~~

4.03.3 Floating start times may be changed as the needs of business require.

a) The Employer shall make a reasonable effort to advise all employees who have bid or been assigned floating start times of changes in their start time as far in advance as practicable.

~~b) Where two (2) or more employees are starting floating bids at the same time of day and a floating start time must be changed, the Employer shall, unless circumstances or qualifications preclude it, first ask the senior employee(s), and if declined, force the less senior employee(s) to accept the change(s).~~

4.03.4 Line bidding shall be according to Appendix B and/or locally agreed "Dispatch Rules", if any.

4.04. Fixed starting times changed by more than two (2) hours, back or ahead, shall be re-bid as will new positions that are created.

4.05 In the event an employee is not worked in his bid and is worked in a position where he earns less money than he would have earned if he had been correctly worked, he shall receive the difference in pay.

\_\_\_\_ Employees working or scheduled to work according to their bid shall not have a claim for work outside their bid; except, for their rights to extra work under Section 4.08 below.

\_\_\_\_ The total amount an employee who is not worked in his bid is to be paid under this provision shall not be less than the difference between what he/she actually earned and what he/she should have earned had he/she worked his/her bid.

4.06 Posting New and Vacant Bids: In the event of a new bid or a bid opening, takes place pursuant to Section 4.04, ~~or an employee absence occurs that is covered by Article 9.0 or Article 10.0 of this Agreement, and it is known to management that the absence will exceed two (2) weeks, and the absent employee holds a "fixed" start time bid,~~ the Employer shall post the new bid or bid opening as a fixed bid, pursuant to Section 4.03 (a) and (b). ~~or the vacancy as a "Hold Down" bid.~~ The vacancy created in another fixed bid because an employee bids to the posted new bid or bid opening shall likewise be posted for bid and each shall be filled by the senior employee bidding. The third tier opening (if any) resulting from a new bid or bid opening as well as the opening resulting from a hold down bid shall be filled with a floater at the Employer's discretion.

4.06.1 New positions placed up for bid pursuant to Section 4.04, shall be posted in the following manner. The Employer shall post the first (1<sup>st</sup>) bid (the new opening/bid) on Monday and

take it down Friday PM and the senior qualified bidder shall be awarded the choice. The following Monday, the second (2<sup>nd</sup>) bid/[opening](#), if any, (the fixed bid opening that comes open as the result of a fixed bid holder bidding into the new bid) shall be posted by the Employer and taken down the following Friday PM and the senior qualified bidder awarded the choice. Any further openings in fixed bids shall be filled by the Employer from among the floating bids. During the bid the Employer may fill the position without regard to bidding.

4.07 Breaks in Seniority: Seniority shall be broken by (a) discharge, (b) voluntary quit, (c) unauthorized absence in accordance with Section 10.6, (d) lay off for more than three (3) years, (e) ~~mandatory~~ retirement, and (f) failure to respond to a Notice of Recall as provided in Section 4.09.3 below. Breaks in seniority for illness and injury cases shall be covered by Section 10.05.

4.08 Extra Work: Extra work (such as [5<sup>th</sup>](#), [6<sup>th</sup>](#) and/or [7<sup>th</sup>](#) day work [[hourly](#)] to be paid premium pay or [6<sup>th</sup>](#) or [7<sup>th</sup>](#) day line work that is extra out) shall be offered by seniority from among employees who normally perform such classification (i.e., Line / P&D / Utility) duties (such as line work shall be dispatched to the most senior terminal employee performing line work during non extra assignments. Likewise pick up and delivery overtime shall be assigned to the most senior employee performing pick up and delivery work; and extra Utility work shall be assigned to the most senior Utility worker.), [pursuant to Section 7.01.1](#).

a) If the employees who normally perform such duties are not available, the work shall be dispatched by seniority among [qualified](#) employees performing other classification duties.

b) In offering extra work the Employer shall, when all things are equal, offer such extra work to the senior available, qualified employee within the classification and if declined, force the junior qualified employee or a contractor to perform the work. For purposes of this Section [4.08 only](#), “hostling” shall be considered work of the P&D classification.

c) The major consideration shall be the fast and efficient movement of the freight (equipment, runs etc., but not comparison of subjective employee abilities), employee qualifications and seniority. Employees must be able to perform the work desired and cover their next bid or they may be passed over.

d) The Employer shall not be required to fill the bid of a senior employee with a junior employee in order to permit the senior employee to do the extra work.

e) In the application of this Section to P&D drivers on overtime, the Employer shall, in accordance with Section 7.02, grant a senior employee’s request to decline extra work when a junior employee is within ten (10) minutes of the work to be performed and there is no extra overtime to be incurred.

f) The Employer shall give consideration and general deference to employee seniority in granting Employer provided requests for [unpaid](#) time off.



- 4.09 Layoff and Recall: In the event of a reduction in employment, the senior qualified employee shall be retained in each classification where qualifications are equal. Recall to employment shall be made so that the senior most qualified employee laid off returns first, where qualifications are equal. The employee claiming a seniority right to work must have demonstrated the ability to perform all of the work claimed or shall not be considered to be qualified.
- 4.09.1 Any employee affected by such reduction in the work force may exercise his/her seniority to bump into another classification at the same terminal if there is an employee with lesser **terminal** seniority; provided however:
- a) if the reduction in work force causes an immediate starting time or work week change in the affected classification, the employees in that classification by seniority shall have the first opportunity to bump into another classification; and
  - b) provided the effected employee is capable of performing the duties of the position in a manner satisfactory to the Employer; and
  - c) provided further, the employee shall receive the rate of pay provided in this Agreement for such position.
- 4.09.2 A laid-off employee shall be called at the employee's last known home phone number and given written Notice of Recall by certified mail addressed to his/her last known address on file with the Employer, and ~~send~~ a copy of same shall be sent to the Local Union.
- 4.09.3 Such employee must respond to such notice within three (3) days after receipt thereof and actually report to work within seven (7) additional days. If an employee fails to comply with these Recall Provisions, he shall lose all seniority rights unless otherwise agreed to in writing on a case-by-case basis by the Employer, the Local Union and the particular employee involved. The copy of the Recall Notice sent to the Local Union need not be sent by certified mail, and proof of mailing to the employee shall be sufficient to justify the loss of seniority if the employee fails to comply with these Recall Provisions. Employees who establish that they are working for another Employer, other than on a casual basis, and required to give two (2) weeks notice to their then current employer and/or in cases where significant employee hardship would be created by a prompt recall such employee shall be given consideration if business conditions permit.
- 4.09.4 Weekly changes in freight volumes resulting in the less senior persons in a classification working less than forty (40) hours shall not affect the bid of any person in another classification unless there is no work opportunity of five (5) consecutive days or more. Any loss of work opportunity of two (2) weeks or more shall be considered a "layoff" and this Section 4.09 shall apply.
- 4.10 Employee(s) not able to work at their current terminal of employment (laid-off or terminated) because the Employer has assigned ~~the~~ work to another terminal covered by this Agreement shall have the opportunity to follow the work, and be dovetailed into the seniority list of the receiving terminal, for a period of up to twenty (20) days after the

work has been moved. If the affected employee(s) fails to notify the Employer within twenty (20) days, the right to follow the work shall expire. The twenty (20) day period shall be for the purpose of notifying the Employer that the employee(s) desires to follow the work and the twenty (20) days shall begin as of the date the employee(s) was/were advised of the change in operations. Once having notified the Employer, that the employee(s) would be following the work, the employee(s) must report to the new terminal at the assigned time and date.

4.10.1 When an employee(s) has/have the right to follow the work because of Section 4.0710, the junior employee who is not able to work (lose his/her job by layoff or termination) at that terminal shall only follow the work when unclaimed by senior qualified employee(s) and only if he/she is qualified. the employee who had been doing the transferred work declines the move. Each employee shall have twenty (20) days to decide, the more senior employee first, then the less senior employee. Time is of the essence and 'spotting' time shall be held to a minimum.

4.10.2 Moving shall be at the employee's expense except the Employer shall pay reasonable pre-approved truck rental expenses. ~~By~~ With mutual agreement the Employer shall spot a trailer at the employee's home to be loaded by the employee who shall waive all damage claims except for general cargo insurance covering total loss. After the employee has loaded the trailer the Employer shall transport and spot the trailer to the employee's new residence.

4.11 If an employee transfers to another terminal at the request of the Employer it shall result in no additional layoffs at the new Terminal and the employee shall have the right to return to his/her original terminal for a period of twelve (12) months. After twelve (12) months, the transfer shall become permanent and the employee's name shall be deleted from the original terminal seniority list and be end-tailed into the new terminal seniority list. Benefits in this Agreement shall remain applicable to the transferring employee as if the employee remained at the original terminal during the twelve (12) month period. The Employer and the affected employee shall make a 'good faith' effort to document the move.

4.11.1 Employees, other than Line, who temporarily work at a terminal other than where they maintain seniority, shall not have seniority rights at the temporary terminal. Travel (airfare, bus fare, IRS mileage rate for personal vehicle use, etc.) shall be paid by the Employer. Employees so worked who are not returned to their home domicile, at the conclusion of their temporary work, shall receive a room and meal(s) paid for by the Employer; or, reasonable reimbursement therefore. For Line layovers, see Section B.3.1.

4.12 Abuses of this Article by either the Employer or employee(s) shall be subject to the provisions of Article 15.0; provided however, any remedy of such abuse shall be limited to a decision of the BOA and shall not be subject to arbitration.

## **5.0 WORK DAY-WORK WEEK**

5.01 Work Week:

- a) The work week shall be scheduled for five (5) consecutive days, Monday through ~~Friday Sunday, or Tuesday through Saturday if agreed by the Local Union,~~ for the senior eighty percent (80%) of each seniority list; ~~and, except Utility A.~~ Utility A shall have a workweek of Monday through ~~Friday or Tuesday through Saturday Sunday~~ for the senior fifty-five (55%) of ~~each the Utility A~~ seniority list.
- b) The junior twenty percent (20%) of each seniority list and forty-five (45%) of Utility A and all of Utility B may be scheduled in accordance with the needs of the business, regardless of the day of the week or time of day. ~~Effective the first (1<sup>st</sup>) of the month following ratification of this Agreement it is agreed that in terminals with over sixty (60) bidders that no more than one half (½) of the employees affected by this Section (i.e. 10% is ½ of the 20% and 22.5% is ½ of the 45%) shall bid a workweek where Sunday is a normal workday unless the Union agrees to a larger percentage and when such agreement is sought to meet the needs of customers the Union's agreement shall not be unreasonably withheld. In utilizing this Section b) to implement a workweek not previously used involving Sunday, the Employer shall notify the Local Union prior to posting such a workweek to discuss and, if possible, resolve any employee concerns regarding the new workweek.~~

~~Note This Subsection b) shall not apply to the Gap work. The Employer is attempting to move this work to Saturday and discontinue the Sunday Gap work shifts. Gap in Portland and Auburn shall be bid as it is in Auburn on a six (6) month basis by "Company Seniority"~~

- c) Office work week changes shall be discussed with the Local Union thirty (30) days prior to implementation for the purpose of reviewing the need for the change. Disagreements shall be subject to the grievance procedure.
  - d) Line operations shall be according to Department Of Transportation regulations and as provided in Appendix B.
  - e) The work day shall begin according to the bid selected by each employee during the bidding process.
- 5.02 Rest Breaks: Employees shall be granted and will take, without loss of pay, a fifteen (15) minute rest break approximately half-way through the first (1<sup>st</sup>) half of their shift, and a fifteen (15) minute rest break approximately half-way through the second (2<sup>nd</sup>) half of their shift.
- 5.03 Meal Period: Meal periods shall be established by the Employer at either thirty (30) minutes or one (1) hour, and shall be taken at a time decided by mutual agreement between management and the employee. Daily meal periods must be taken by employees, unless specifically approved otherwise by the Employer (ex: Dispatch, Supervisor). In "Hub Terminals" P&D Drivers may request that their meal period be no more than thirty (30) minutes and such request shall, except for extraordinary conditions, be granted. All employees shall be given the opportunity to take a meal period pursuant to state law; however, absence of state law, a meal period shall be between the fourth (4<sup>th</sup>) and sixth (6<sup>th</sup>) hour of work.

- 5.04 After 8 and 40: Except as provided in Section 5.04.1, all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate of pay. Overtime shall not be pyramided. This Section shall not apply to mileage compensation. Mileage rates accommodate the Department of Labor and Industries rules on overtime for mileage drivers pursuant to Appendix B.
- 5.04.1 After 10 and 40: The Employer may establish such shifts of four (4) days and ten (10) hours (4-10s) as the operation may require on a terminal by terminal basis. 4-10s shall be scheduled to the extent practicable to be four (4) work days within Monday through Saturday Sunday. Employees shall have three (3) days off, two (2) ~~to~~ must be consecutive, as follows: and one to be Friday/Saturday; Saturday/Sunday or Sunday/Monday. 4-10s shall be subject to bid and assigned to the senior qualified bidder, or if insufficient qualified bidders, shall be assigned by inverse seniority order. Employees working 4-10s shall not be assigned any other work week in any week which they work 4-10s. Employees who work hours in excess of ten (10) in a day or forty (40) in a week shall be paid time-and-one-half for all such hours. Employees working 4-10s shall receive pay for holidays, funeral leave, jury leave, etc. on the basis of "no loss, no gain" such that no penalty is applied against the employee's work-week income nor shall the employee receive extra income resulting from the 4-10s.
- 5.05 Meal periods and breaks may, at the option of the employee, be observed on an intermittent basis. No employee shall be deemed to have been required to forego a meal period or break unless that employee has requested a meal period or break as setout in this Agreement and had such request denied with no alternative provided by the Employer. The exclusive remedy for any claim regarding meal periods and/or breaks shall be as provided for in Article 15.0 Grievance Procedure.
- ~~5.06 Employees called to work and reporting for extra work on Sunday Employees who work on their seventh (7<sup>th</sup>) consecutive day shall receive ~~eight (8) hours of~~ pay at two (2) times the regular rate of pay, for all hours worked. ~~This Section shall not apply to any regular bid that includes Sunday as a normal workday for that bid or to line bids.~~~~
- 5.07 Employees who have completed their shift, left the Employer's premises, and are then recalled to work with less than eight (8) hours off, shall receive four (4) hours of pay at one and one-half (1-1/2) times the regular rate of pay. All line drivers shall be off as required by DOT rules.
- 5.08 Auburn Office and Shop workweek and workday shall be as provided in Appendices C and D attached to this Agreement.

## 6.0 WAGES

- 6.01 Wage Rates: All employees shall receive hourly rates of pay as contained in the Appendices in accordance with the work performed.
- 6.02 Pay Periods: All employees covered by this Agreement shall be paid in full in semi-monthly pay periods. Pay days shall be on the seventh (7<sup>th</sup>) and twenty-second (22<sup>nd</sup>) of

each month except for intervening conditions beyond the Employer's control (such as the occurrence of a holiday). The dates may be changed by the Employer only after good faith bargaining with the Local Unions. The Employer provides employees the option of electronic automatic deposit of their pay for employees who want to have their pay available to them on payday. If paychecks are available on the payday at the employee's quitting time they shall be given to the employee absent circumstances that preclude such distribution.

- 6.02.1 In the event of a Terminal closing (complete cessation of operations): All employees shall, except those transferring to another Terminal, be paid in full for all amounts owed no later than the second (2<sup>nd</sup>) regular working day after the cessation of operations. This Section shall be complied with by mailing checks to each employee's home address by next day mail so that the arrival date is the due date or by having checks available at the closed Terminal no later than 5:00 PM for employee pickup.
- 6.02.2 Itemized Statement: The Employer shall furnish each employee with an itemized statement of earnings and deductions, specifying hours or mileage paid (off route miles shall be itemized as miles per trip), and subsistence paid, straight time and overtime, vacation pay, holiday pay, and other compensation payable to the employee, which is included in the check.
- 6.03 Call-in Guarantee: Regular employees called and reporting for duty shall be guaranteed a minimum of eight (8) or ten (10) hours work or pay, dependent on their bid or assignment for the particular day, at the regular hourly rate of pay. Operations other than the Auburn and Portland Terminals may have the last senior working regular Driver employee guaranteed a minimum of four (4) hours work or pay at the regular hourly rate of pay.
- 6.03.1 Call-in Guarantee for Utility A: Fifty-five percent (55%) of working Utility A employees shall be guaranteed a minimum of eight (8) hours work or pay at the regular hourly rate of pay. ~~In Auburn,~~ The Employer may break the eight (8) hour guarantee (but not a 4 hour guarantee) when business declines, by giving notice to affected employees in reverse order of seniority. Notice, once given, shall remain in effect until employees return to a regular eight (8) hour schedule.
- 6.03.2 Casual and Utility employees (A or B) not subject to Section 6.03.1 shall be guaranteed four (4) hours work or pay at the regular rate of pay per call to work.
- 6.04 Weekly Guarantee: Eighty-five percent (85%) of each terminal's working regular employees with seniority shall be guaranteed an offer of forty (40) hours work per week or shall be paid up to forty (40) hours per week, unless Section 6.04.1 applies or the employee is given notice of layoff during the prior work week. This Section shall not apply to any week with a paid holiday or where other paid time off is observed.
- 6.04.1 Weekly Guarantee Utility A: Fifty-five percent (55%) of each terminal's working Utility A employees on the Utility A seniority list shall be guaranteed an offer of forty (40) hours work per week or shall be paid up to forty (40) hours per week, unless given notice to affected employees in reverse seniority order the prior work

- week. Notice, once given, shall remain in effect until employees return to a regular forty (40) hour schedule. This Section shall not apply to any week with a paid holiday.
- 6.05 Sunday or Holiday: When a regular designated payday falls on a Sunday or a holiday, the pay checks for the employee not designated to work on such Sunday or holiday shall be made available as in the past.
- 6.06 Pay Upon Termination: Upon termination the employee shall be paid in full or the final pay check be made available not later than the next regular pay-day or as required by law if sooner.
- 6.07 Time Sheets and Time Clocks: The Employer shall provide and require the employee to keep a time sheet or trip card showing the arrival and departure at terminal and intermediate stops and cause and duration of all delays, time spent loading and unloading, and same shall be turned in at the end of each trip. Employees shall punch or record only their own time. The parties acknowledge that the use of electronic timekeeping and/or trip records may substitute for the foregoing.
- 6.07.1 Employees who have a question regarding their receipt of proper pay may submit the question in writing to their supervisor and if submitted shall have a response within five (5) working days. Over-the-road employees may make a reasonable request for a print out which shall reflect the specific work performed (miles, hours, etc.) for day(s) specifically identified by the employee. Absent extraordinary circumstances, the Employer shall provide the requested information by the conclusion of the following business day.

## ***7.0 OVERTIME***

- 7.01 Holidays paid for but not worked shall be considered as time worked in figuring weekly overtime.
- 7.01.1 Employees (P&D or Utility A) who are absent during the work week and who have thirty-two (32) hours or less, or such employees that have not been offered forty (40) hours of work in the week, may perform extra work by classification at straight time to fill-out the work week ahead of employees working at overtime. Further, such employees who ~~are~~ have been absent during the week shall be offered available extra work at straight time, by seniority, prior to those who have not been offered forty (40) hours of work in the week.
- 7.01.2 For purposes of defining a standard Work Week and Work Day the work day shall be defined as a consecutive twenty-four (24) hour period. The standard work day shall consist of the period from midnight (00:00 a.m.) ~~through to midnight 11:59 (24:00 p.m.)~~ The work week shall be defined as a fixed and regularly recurring period of one hundred sixty-eight (168) hours, i.e., seven (7) consecutive twenty-four (24) hour periods. The standard work week shall consist of the period from midnight (00:00 a.m.) Sunday to midnight 11:59 (00:00 p.m.) the following Saturday. ~~There is usually no work on Sunday.~~



7.02 Excessive Overtime: Subject to the workload ~~and the number of such requests~~, the Employer ~~must will make a reasonable effort to~~ honor an employee's request not to work overtime and shall not arbitrarily deny such requests: ~~However, if overtime is required and an employee has notified the supervisor (i.e. dispatcher, office manager, shop foreman) at the beginning of his shift that he does not want to work overtime that day, then the employee shall not be forced to work more than two (2) hours overtime in any one day. There shall be no overtime maximum for employees who do not give any notice at the beginning of their shift; provided however, notwithstanding the foregoing, when it is known to management that overtime work may be required on the Dock,;~~ and, the Employer shall make a reasonable effort to provide ~~the~~ affected employee(s) with as much advance notice as possible, when overtime is required.

a) If overtime is required, the Employer shall not require the senior employees at the Terminal to work overtime if the senior employee requests to pass the work to a junior employee known to dispatch to be currently available at the Terminal (i.e., not otherwise committed). However, in those cases where a driver is away from the terminal at the end of his shift with work left to be performed he/she may be required to complete such assignments. In such instances, the driver shall not have the right to return to the terminal without the consent of the Employer. On "Town" or "City" Runs when a junior employee on route is within ten (10) minutes of the assignment given to a senior employee and no additional customer delays beyond the ten (10) minutes occur and both drivers are returning to the Terminal the senior driver may request to pass any additional work and such request shall be granted. In such instances, drivers must have prior dispatch approval before returning to the Terminal.

b) Notwithstanding Subsection a) above, on so-called "clean-up nights," the last shifts worked in a ~~five (5) or six (6) day~~ work week, the overtime restrictions shall be three (3) hours.

c) On "Town" or "City" Runs, no employee shall be compelled to work more than thirteen (13) consecutive hours unless the employee is the last working driver at the Terminal.

d) Abuses of this Article by either the Employer or employee(s) shall be subject to Article 15.0 and, as is appropriate, restrictions to remedy such abuse may be imposed by a decision of the BOA, not arbitration.

7.03 Overtime shall be paid for actual hours worked, or fraction thereof, in increments of one-tenth of an hour.

### ***8.0 HOLIDAYS***

8.01 Holidays: All seniority employees who have been on the payroll of the Employer thirty (30) days shall receive pay for holidays named below regardless of which day of the week the holiday falls. All qualified employees shall be paid for such holidays if no work is performed at the rate of eight (8) hours pay at the applicable hourly rate for his classification.

8.02 Holidays:

New Year's Day	Thanksgiving Day
	*Day after Thanksgiving
Memorial Day	*December 24th
Fourth of July	December 25th
Labor Day	Personal Holiday

\*Minor holidays - see Section 8.06

8.03 ~~When any of the above mentioned holidays fall on Sunday, the Monday following shall be considered the holiday. Holidays shall be observed on the actual day of the Holiday.~~ If a holiday falls during an employee's vacation, he/she shall receive pay for the holiday in addition to his vacation pay.

8.04 Employees who are serving their ~~thirty (30)~~ ninety (90) working days probationary period shall not be entitled to holiday pay for holidays falling within such probationary period.

8.05 Holiday Pay During Absence from Work Eligibility: Any seniority employee laid off or terminated fifteen (15) calendar days or less prior to any of the above mentioned holidays shall receive pay for that holiday at the time of lay off or termination; provided however, this Section shall not apply to employees terminated for just cause. Regular employees shall be entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness or non-occupational injury, or due to a death in the employee's immediate family, or within the first six (6) months of absence due to occupational injury. Employees shall not be entitled to holiday pay if the holiday falls within the period of permissible absence under Article 10.0, Leave of Absence or outside the times contained herein. To be eligible for holiday pay, employee(s) must work their last scheduled shift before the holiday and their first scheduled shift after the holiday (unless employee is on approved vacation leave, see Section 8.03). Employees who are serving their ninety (90) working days probationary period shall not be entitled to holiday pay for holidays falling within such probationary period. Seniority employees who are laid-off within seven (7) calendar days of a holiday shall receive holiday pay; otherwise, employees off work due to leave of absence, illness, or any other reason, shall not receive holiday pay.

8.06 Holiday Premium: Eligible h~~H~~ourly employees that perform work on a major holiday shall receive no less than eight (8) hours at two (2) times the regular hourly rate of pay, in addition to holiday pay. Work performed, by eligible employees, on minor holidays, shall be paid at the straight-time rate, for no less than eight (8) hours. Line Drivers shall receive Holiday Pay/Premium as set out in Appendix B.

8.06.1 For purposes of determining the payment of holiday premium pay required by Section 8.06 or Appendix B employees who regularly begin or end their shift before or after Midnight and work through Midnight shall not be considered to have worked on the holiday when they perform their regular shift which begins before or ends after Midnight the day of the holiday. Any call to work which is not part of the regular shift or during the regular time off for that shift preceding the holiday shall be paid holiday premium pay pursuant to Section 8.06.



8.07 All regular employees shall receive one (1) day off with pay as a personal holiday to be observed once eligible during each calendar year, which, if not used, shall be paid for (cashed-out). This cash-out provision shall not apply for employees terminated for dishonesty.

8.07.1 The following rules shall be applicable to paid Personal Holidays:

a) An employee may chose any day of her/his preference as a personal holiday by giving the Employer at least fifteen (15) calendar days written notice prior to the day chosen.

b) The Employer shall grant the employee the day of her/his choice for a personal holiday, unless an excessive number of employees have chosen the same day to be off and granting the request(s) would effect the Employer's operation. In that event the Employer may deny the request for the day chosen and the employee may request an alternate date. This provision shall be applicable to line drivers with a layover "bid" who schedule back-to-back individual holidays to protect their "bid".

8.07.2 Employees with ten (10) or more years of service may observe a second (2<sup>nd</sup>) "Floating" holiday and such shall be observed on a day mutually agreeable to Management and the employee.

## **9.0 VACATION**

9.01 Vacations: Regular employees who have completed one (1) year of service shall receive one (1) week of vacation with pay.

9.01.1 Regular employees who have completed two (2) years of service shall receive two (2) weeks vacation with pay. A like vacation shall be given upon completion of each year of service through the ninth (9th) year of employment.

9.01.2 Regular employees who have completed ten (10) years of service shall receive three (3) weeks vacation with pay. A like vacation shall be given upon completion of each year of service through the fourteenth (14th) year of employment.

9.01.3 Regular employees who have completed fifteen (15) years of service shall receive four (4) weeks vacation with pay. (See LU III)

9.02 Computation of Vacation Pay: Vacation pay for each week of vacation shall be computed on the basis of one fifty-second (1/52<sup>nd</sup>) of the gross annual earnings of the employee during the twelve (12) month period immediately prior to his anniversary date. Upon the written request of an employee the Employer shall notify him in writing of the method of computing his vacation pay, including the gross earnings and the time period covered. ~~Employees shall be paid in January of each year all vacation pay owed as has been the practice. Employees who make written request to defer their~~ shall be paid for their vacation ~~pay for receipt at the time of vacation~~ utilization within and through the

~~regular payroll cycle in which the vacation is utilized, shall have such request granted provided payroll has been given two (2) weeks notice to prepare the check.~~

- 9.03 Pro-rata Vacations: A regular employee who quits, or who is discharged after the completion of six (6) months of employment shall be entitled to a pro-rated vacation pay allowance upon severance of employment, computed upon the same formula he/she would have received had he/she completed such year of employment; provided, however, this Section shall not apply to employees terminated for dishonesty.
- 9.04 Vacation Schedule: Full week vacations may be scheduled based upon the employee's work week in consecutive work days. Full week vacations have preference over single days. One (1) vacation week may be used in one (1) day increments. The one (1) day vacation increments if selected during the vacation selection period shall be selected by seniority. Employees choosing their vacation increments during the vacation selection period, may not later be bumped out of said selections. The minimum number of employees off at any one time and other vacation restrictions shall be as set forth within Appendix G.
- 9.04.1 Vacation selection shall be by seniority according to Terminal practice. The vacation selection period shall be established at each Terminal for the selection of vacation time-off in a calendar year. Vacations selected after the vacation selection period shall be on a "first come first served" basis. Vacation time-off shall not be "carried over" from the current calendar year to the next unless the employee's scheduled vacation time off was canceled by the Employer or is "carried over" by mutual agreement.
- 9.04.2 Where applicable, a guaranteed employee shall break her/his forty (40) hour guarantee during any week the employee schedules vacation in one (1) day increments and such employee shall not be eligible to claim premium work on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day of that work week, but shall be allowed to work at straight-time ahead of casuals if any, according to seniority, or employees requesting to work a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day at over-time.

## ***10.0 LEAVES***

- 10.01 Leave of Absence/Time Off for Union Activities: The Employer shall grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Local Union to attend a labor convention or serve in any capacity on other official Local Union business provided forty-eight (48) seventy-two (72) hours written notice is given to the Employer by the Local Union, specifying length of time off. The Local Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.
- 10.01.1 Employees accepting an assignment with a signatory Local Union shall be granted a leave of absence pursuant to Section 10.01 above of up to six (6) months for the performance of such Union duties provided sufficient notice is given and there will be no impact on the Employer.
- 10.02 Personal Leaves of Absence: Personal leaves of absence shall be granted unless the granting of the requested leaves would adversely affect the Employer's operations.

Personal leave(s) granted shall be limited to one (1) per employee during the term of the Agreement, unless mutually agreed otherwise. All such leaves shall be in writing with a copy to the Local Union. An employee desiring a leave of absence for personal reasons for a period in excess of three (3) weeks must secure prior written approval from both the Local Union and the Employer. The initial period of such leave shall not exceed a period of ninety (90) days, but may be extended for like periods upon written approval of the Employer and Local Union. During the period of such leave the employee shall not engage in gainful employment in the same industry unless mutually agreed to between the Employer and the Local Union.

- 10.03 Leave for Non-covered Position: An Employer and the Local Union involved shall agree upon circumstances under which an employee who leaves the bargaining unit covered by this Agreement, but who remains in the employ of that Employer in some other capacity, may retain his seniority if he/she returns to work in the bargaining unit with that Employer. Any such leave shall not exceed a period of six (6) months unless extended by mutual agreement.

No employee may be granted a leave under this Section more often than once in a fifteen (15) month period. If there is a conflict between Sections 4.08 and 10.03, Section 4.08 shall prevail.

- 10.04 Military Leave: Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA), as amended, shall be granted all rights and privileges provided by the Act. This Section shall not be subject to arbitration.

- 10.05 Absence Due to Sickness or Injury: Inability to work because of proven sickness or injury for a period of less than three (3) years shall not result in the loss of seniority rights. Maternity leave shall be treated as any other sickness or illness under the terms of this Section. ~~On the job disabilities shall have seniority protection for the duration of the industrial disability. The duration of the industrial disability shall be governed by the provisions of state law.~~

- 10.05.1 The Employer shall continue regular Health and Welfare contributions for all benefits in Article 17.0 on behalf of employees not working because of a bona fide Workmen's Compensation eligible injury or illness, up to a total of twelve (12) monthly payments. If the employee is injured or ill off the job, the Employer shall continue coverage for up to one (1) month's payment. The Employer's obligation to pay under this Section shall become payable only when the employee has exhausted all monthly coverage available to the employee through a waiver of premium for injured or ill employees.

- 10.06 Failure to Comply: Taking time off without complying with the provisions of this Article shall result in the complete loss of seniority rights for the employee(s) involved.

- 10.07 Time Loss Disability Benefits: The Employer shall provide to employees a self-funded disability benefit. The Employer shall provide for one-half (1/2) day of Time Loss Disability Benefits (TLDB) per contract month, up to a total of six (6) days per contract year.

- 10.07.1 Time Loss Disability Benefits not used by October 31st of one contract year shall be carried over to the next year of this Agreement, up to a total of twenty-four (24) days. Each day of Time Loss Disability Benefits shall be paid for on the basis of eight (8) hours straight time pay at the applicable hourly rate of pay. The Employer has the right to require reasonable proof of illness. Employees with eight (8) or more years of service may accrue a maximum benefit of thirty (30) days (240 hours).
- 10.07.2 Time Loss Disability Benefits shall be paid to eligible employees beginning on the third (3<sup>rd</sup>) working day of absence due to sickness or accident, except where the employee is hospitalized prior to that date, then it shall be paid beginning on the date of hospitalization. Employees with a twenty-four (24) day carry over (full bank) shall be eligible for first (1<sup>st</sup>) day payment for a disability absence once in any calendar year. Employees who have at least twenty-four (24) days (192 hours) of accrued Time Loss benefit shall receive Time Loss on the second (2<sup>nd</sup>) day if not eligible for first (1<sup>st</sup>) day. No benefit shall be available for any premium work an employee may have been scheduled to perform and shall be applicable only to straight-time earnings lost to the employee because of injury or illness.
- 10.07.3 Time Loss Disability Benefits and health and welfare or Workmen's' Compensation shall be integrated so that the maximum total benefit shall be eight (8) hours per day or forty (40) hours per week.
- 10.07.4 Upon acceptance of this Agreement, the current application of Section 10.7 benefits in Oregon shall be applied in both Washington and Oregon Terminals.
- 10.07.5 Effective the first day of the first full month following adoption of this Agreement, Sections 10.07 through 10.07.4 shall become VOID, accept as follows:

NOTE: After the VOID of Time Loss Disability, employees with preexisting, accrued Time Loss Disability shall have three (3) options:

- 1) The employee will be permitted to use sixteen (16) hours of 'floating holiday', for every forty (40) hours of accrued Time Loss Disability. These 'floating holidays' must be taken by the end of the term of this Agreement.
- 2) The employee will be paid sixteen (16) hours, at the straight-time hourly rate, for every forty (40) hours of accrued Time Loss Disability.
- 3) The employee can use the accrued Time Loss Disability, until the accrued Time Loss Disability is exhausted.

10.07.6 The Employer shall offer Short Term Disability (STD), Long Term Disability (LTD) and Life coverage for those employees who elect to purchase such coverage(s). Employee participation is strictly voluntary; and, payroll deduction is available. Such coverage(s) shall be available through such provider as the Employer shall select, during the term of this Agreement and until a successor Agreement is adopted.

10.08 Funeral Leave: In the event of a death in the family, a regular employee (ex: seniority employee with benefits) shall be entitled to a maximum of three (3) days off with pay to attend the funeral subject to the following provisions:

(a) The relatives designated shall include father, mother, husband, wife, brother, sister, son, daughter, brothers and sisters having one parent in common; and those relationships generally called "step", providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship.

(b) To be eligible for funeral leave, the employee must attend, or make a bona fide effort to attend the funeral or service.

(c) Pay for compensable funeral leave shall be for eight (8) hours at the straight-time hourly rate of pay.

(d) Funeral leave shall not be compensable when the employee is on leave of absence, vacation, bona fide layoff, or for days falling outside the employee's regular work week.

10.08.1 In the event of the death of an employee's current Mother-in-law or Father-in-law, the employee shall be granted one day of paid leave and up to two (2) days unpaid time to attend the funeral or memorial service for a total of three (3) days.

10.08.2 In the event of the death of a grandparent or grandchild of the employee, the employee shall be granted one (1) day of paid leave to attend the funeral or memorial service.

10.09 Jury Duty: All regular employees called for jury duty shall receive the difference between eight (8) hours pay at the applicable hourly rate of pay and actual payment received for jury service for each day of jury duty, to a maximum of ten (10) days pay for each contract year.

When such employees report for jury service on a scheduled workday, they will not unreasonably be required to report for work that particular day. Time spent on jury service shall be considered time worked for purposes of Employer contributions to Health and Welfare and Pension Plans, vacation eligibility and payment, holidays and seniority, in accordance with the applicable provisions of this Agreement, to a maximum of ten (10) days for each contract year.

10.10 Medical Leaves and Disability Time Loss: ~~Payments~~ Medical Leaves permitted by this Article 10.0 shall be used only when an employee is incapable of rendering services to the Employer due to an illness or injury and such employee shall not pursue any activities inconsistent with their reported claim of inability to perform services due to sickness or injury.

10.11 Family Medical Leave Act: Employees who have worked for the Employer for a minimum of twelve (12) months and worked at least 1,250 hours during the past twelve

(12) months shall be eligible for unpaid leave as provided in the Family and Medical Leave Act of 1993 and Company Policies.

### ***11.0 MISCELLANEOUS***

- 11.01 Examinations and Identification Fees: Physical, mental or other examinations, including pre-employment, required by a government body or the Employer, shall be promptly complied with by all employees and/or applicants; provided however, the Employer shall pay for all such examinations. Examinations shall be taken at the employee's home terminal except as may be required to comply with Department Of Transportation (DOT) requirements. The Employer reserves the right to select its own medical examiner or physician. Employees shall only be subject to a reasonable frequency of examination. Employees shall not be required to take examinations during their working hours without pay for time so consumed. If the Employer's physician requests medical records, he/she shall inform the employee at the time of examination and the employee will sign and date a release of records form.
- 11.01.1 [Employees must immediately and personally notify \(ex: phone call, fax, etc.\) the Employer of a return to work release.](#) If after receipt of examination results from an employee (i.e., return to work release) the Employer elects to have an employee re-examined by its medical examiner or physician, such opinion shall be rendered within two (2) days of the completion of the examination.
- 11.01.2 The Local Union may, if it believes an injustice has been done an employee, have said employee re-examined. The doctor selected by the Local Union shall also have access to the employee's past medical records.
- 11.01.3 In the event of disagreement regarding an employee's release to work between the doctor selected by the Employer and the doctor selected by the Local Union, the Employer and Local Union doctors shall together select a third (3<sup>rd</sup>) doctor within ten (10) calendar days whose opinion shall be final. Should the employee be subsequently released for duty by the third (3<sup>rd</sup>) doctor, said employee shall be made whole. If the employee is placed on medical leave, said employee shall be returned to work pursuant to Section 10.05 or Section 13.03.1 as applicable.
- 11.01.4 The Employer and Local Union may agree upon other methods of selecting the third (3<sup>rd</sup>) doctor.
- 11.01.5 Employees off work due to any illness, or injury and under a doctor's care must furnish a release when returning to work. When the Employer requires a release to return to work other than as outlined above the Employer must bear the cost thereof.
- 11.01.6 An employee receiving a medical release from the Employer's physician shall be returned to work on his next available shift. If not so returned, he/she shall be compensated for eight (8) hours, for each twenty-four (24) hour period thereafter until returned. For the purposes of this Subsection, the Employer physician shall be considered any physician the employee was referred to by the Employer, one of its physicians, or its insurance carrier.



- 11.01.7 Claims of medical unfitness for duty shall not outweigh observations of activities performed by the employee that contradict such claims. If an employee or physician claims an employee is not fit for duty, and the Employer has evidence that the employee is involved in activities that exceed the employees restrictions to return to duty, the Employer has the right to rely on such evidence for work and/or disciplinary decisions.
- 11.02 Identification: Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer. Drivers' licenses shall not be considered identification for the purposes of this Section.
- 11.03 Uniforms: If any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished by the Employer, free of charge, at the standard required by the Employer. Employees shall clean uniforms provided by the Employer.
- 11.03.1 The Employer shall replace all clothing, glasses, hearing aids and/or dentures not covered by Employer insurance or Worker's Compensation which are destroyed or damaged in a wreck or fire with Employer equipment.
- 11.03.2 The Employer has the right to, subject to Article 2.0 of this Agreement, establish and maintain standards for wearing apparel and personal grooming. Tank tops or shirts with out sleeves, cut-offs, shorts (except for Section 11.03.3), fabric or athletic shoes are not permitted wearing apparel. Hair must be neatly trimmed at the shirt collar and facial hair trimmed close to the face.
- 11.03.3 Employees desiring to wear shorts shall obtain uniform shorts from the Employer at a cost no greater than ~~ten-fifteen~~ dollars (\$~~105~~.00). The Employer shall meet with the affected Local Union to resolve issues of quality.
- 11.04 Loss or Damage: Employees shall not be charged for loss or damage unless clear proof of negligence is shown.
- 11.05 Garnishments: In the event of notice to an Employer of a garnishment or impending garnishment, the Employer may take disciplinary action if the employee fails to satisfy such garnishment within a seventy-two (72) hour period (limited to working days) after notice to the employee. However, the Employer may not discharge any employee by reason of the fact that his earnings have been subject to garnishment for any one indebtedness. If the Employer is notified of three (3) garnishments irrespective of whether satisfied by the employee within the seventy-two (72) hour period, the employee may be subject to discipline, including discharge in extreme cases. However, if the Employer has an established practice of discipline or discharge with a fewer number of garnishments or impending garnishments if the employee fails to adjust the matter within the seventy-two (72) hour period, such past practice shall be applicable in those cases.
- 11.06 Compensation Claims: The Employer shall cooperate toward the prompt disposition of employee on the-job injury claims. The Employer shall provide Worker's Compensation



protection for all employees ~~even though not as~~ required by state law, ~~or the equivalent thereof if the injury arose out of or in the course of employment.~~

- 11.06.1 An employee who is injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. ~~An employee who has returned to his regular duties after sustaining a compensable injury who is required by the Worker's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.~~
- 11.06.2 In the event that an employee sustains an occupational illness or injury while on a run away from his home terminal, the Employer shall provide transportation by bus, train, plane, or automobile to his home terminal if and when directed by a doctor.
- 11.06.3 The Employer shall provide any employee injured locally, transportation at the time of injury, from the job to the medical facility and return to the job, or to his home if required.
- 11.06.4 In the event of a fatality, arising in the course of employment, while away from the home terminal, the Employer shall return the deceased to his home at the point of domicile.
- 11.06.5 The Employer shall continue its current "Light Duty" program and shall only make substantive changes after good-faith bargaining with the Local Unions. Within thirty (30) days after the ratification of this Agreement the Employer shall meet with any Local Union regarding its light duty program.
- 11.06.6 To assist in the processing and verification of a claim, and upon request of the Employer, an employee claiming absence due to an on-the-job injury shall provide a detailed reply to the Employer's request for information.
- 11.07 Notices: Any notice required by this Agreement shall be delivered in person or by certified mail to the last known address of the employee or the address listed in the city phone book for the Local Union and to Post Office Box 1469, Auburn, Washington 98071-1469 for the Employer.
- 11.07.1 All time periods shall commence as of the date identified on the returned receipt. An attempted delivery date shall be recognized as the same as what would have otherwise been the date on the returned receipt.
- 11.07.2 Unless otherwise specified in this Agreement, the Employer shall have no obligation of notice to any person.
- 11.08 The Parties confirm that guarantees provided for in this Agreement do not apply to events caused by a major condition (i.e. major adverse weather condition, civil disruption, military or police action, utility disruption, etc.) beyond the Employer's control.

## 12.0 STATUS OF EMPLOYMENT

- 12.01 **Definition of Employees:** Employees covered under this Agreement shall be as follows: ~~Probationary, Regular Driver (CDL), Utility/Sorter (NON-CDL), Office Clerical, and Shop.~~
- 12.01.1 **Casual Employees:** A Casual employee is an employee who has not served a probationary period and has not gained seniority. ~~Subsequently, A~~ Casual employee shall be used by the Employer as the needs of the business dictate as determined by the Employer (Note: all hours worked by Casual employees shall be at the full applicable pension rate).
- 12.01.2 **Regular Probationary Employees:** A regular probationary employee is an employee who has not acquired seniority and is an “at will” employee wherein he/she may be terminated without recourse. All employees shall be on probation for a ninety (90) ~~calendar~~ working days period, from date of hire as a regular probationary employee. (Note: all hours compensated during ~~this~~ the first ninety (90) calendar day period shall be at the ten cent (10¢) per hour pension rate. Additionally, employees shall only serve one probation/pension break-in period during their career with Oak Harbor Freight Lines.
- 12.01.3 **Regular Driver (CDL):** A Regular Driver (CDL) is a driver who has acquired seniority by meeting the Employer’s hiring criteria and having completed the ninety (90) ~~calendar~~ working days probation period as identified in Section 12.01.2 of this Agreement. He/she shall work in accordance with seniority drivers as defined in this Agreement.
- 12.01.4 **Utility/Sorter (NON-CDL):** A Utility/Sorter (NON-CDL) is an employee who has completed the ninety (90) ~~calendar~~ working days probation period as identified in Section 12.01.2 of this Agreement. He/she shall work in accordance with seniority employees in this classification.
- 12.01.5 **Office Clerical:** An Office Clerical employee is an employee who has completed the ninety (90) ~~calendar~~ working days probation period as identified in Section 12.01.2 of this Agreement. He/she shall work in accordance with seniority employees in this classification.
- 12.01.6 **Shop:** A Shop employee is an employee who has completed the ninety (90) ~~calendar~~ working days probation period as identified in Section 12.01.2 of this Agreement. He/she shall work in accordance with seniority employees in this classification.
- 12.02 Seniority rights for employees shall be as provided above or in Article 4.0 as modified by the following Subsections.
- 12.03 **Utility/Sorters:**
- 12.03.1 Utility/Sorter shall be in Class A when such employee has completed his/her probationary period and has worked a minimum of one thousand (1000) hours

(including overtime) in a rolling six (6) months, as measured calendar month by calendar month. Class A Utility/Sorters are fully benefited employees.

12.03.2 Utility/Sorters not in Class A shall be in Class B. Class B Utility/Sorter shall not be eligible for any benefits under this Agreement except for Article 18.0 Pension and if eligible, Section 17.01.1 Retiree coverage.

12.03.3 The Employer shall maintain a Utility/Sorter seniority list in each Terminal for both Class A and Class B and Employees shall have work opportunities according to their ranking on the appropriate list. Class A Utility/Sorters have ~~an order of call-a work opportunity~~ right that is senior to Class B Utility/Sorters in respect to work opportunities, but not as related to start-time.

#### 12.04 **CDL Drivers:**

Drivers shall achieve seniority rights per Article 4.0 when the Driver has worked a minimum of five-hundred (500) hours (including overtime) in a rolling three (3) month period, as measured calendar month by calendar month, and meets the Employer's hiring criteria for Regular Driver (CDL). In calculating the five-hundred (500) hours, vacation replacement hours shall not count towards the achievement of the required five-hundred (500) hours.

#### 12.05 **Office Employees:**

12.05.1 Office employees who have completed their probationary period shall receive seniority rights according to this Section.

12.05.2 Employees classified as "Regular Employees" according to the Employer's practice shall be added to the Regular Employee list upon completion of their probation.

~~12.05.3 Employees classified as "Part Time" according to the Employer's practice shall be placed on a separate seniority list and shall be called to work according to their seniority standing, abilities and qualifications. Part-time Office Employees shall have no benefits under this Agreement except for Article 18.0 Pension and if eligible, Section 17.01.2 Retiree coverage.~~

#### 12.06 **Seniority Disputes:**

Disputes regarding the seniority or benefit entitlement of any employee shall be resolved exclusively through Article 15.0 Grievance Procedure.

### ***13.0 EQUIPMENT AND SAFETY***

13.01 Safe Equipment: The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition, including, but not limited to, acknowledged overweight or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement for employees to refuse to operate such equipment.

13.02 Equipment Requirements: All tractors must be equipped as necessary to allow the driver to safely enter and exit the cab, hook and unhook the air hoses. All equipment used as city peddle trucks, and equipment regularly assigned to peddle runs, must have steps or other similar devices to enable drivers to get in and out of the body.

13.03 Dangerous Conditions: Under no circumstances shall an employee be required or assigned to engage in any activity involving dangerous conditions of work, or danger to person or property, or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment.

a) The term "dangerous conditions of work" shall not relate to the type of cargo which is hauled or handled.

b) The Employer shall meet promptly with the Local Union upon complaint of reoccurring safety concerns by the Union or by employees. If the Local Union and the Local Management can not resolve the matter it shall be referred to Article 15.0 for resolution. Abuses of this Section 13.03 by either the Employer or employees shall be subject to Article 15.0 and, as is appropriate, restrictions to remedy such abuse may be imposed by decision of the BOA.

13.03.1 In cases where a medical examination conducted pursuant to Section 11.01, has determined that an employee is unfit for duty or constitutes a much greater than average risk of injury on-the-job or a much greater than average risk that injury would be worsened because of an employee's physical condition, the Employer shall place such employee on unlimited medical leave.

13.04 Accident or Injury Reports: Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Upon becoming aware of an on-the-job injury it shall be reported to the supervisor by the end of the injured employee's shift, but no later than before starting his next shift.

The employee shall receive a copy of the report that he submits to the Employer. The employee's failure to comply with this provision shall subject such employee to discipline.

13.05 Equipment Reports: Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

13.06 Suspension or Revocation of License: In the event an employee receives a traffic citation for a moving violation which would contribute to a suspension or revocation, or suffers a suspension or revocation of his right to drive the Employer's equipment for any

reason, he must promptly notify his Employer in writing. Failure to comply shall subject the employee to disciplinary action up to and including discharge. The Employer shall not be required to offer any work to any employee unable to fulfill his regular duties, because of a suspension or revocation of the employee's drivers license. Suspension of driver's license that is a direct result of an employee following or obeying a specific instruction from the Employer, shall not deny him/her an opportunity to work in an available capacity for a period of the suspension because of the suspension. See also Sections 14.03 and 14.03.34.

- 13.06.1 Fines incurred by drivers who have received citations shall be paid by: (a) the driver whenever driver error was involved, or (b) by the Employer whenever (a) does not apply.
- 13.07 Passengers: No driver shall allow anyone, other than employees of the Employer, who are on duty, to ride on his truck except by written authorization of the Employer, except in cases of emergency arising out of disabled commercial equipment or an Act of God. No more than two (2) people shall ride in the cab of a tractor unless required by government agencies or the necessity of checking of equipment. This shall not prohibit drivers from picking up other drivers, helpers or others in wrecked or broken down motor equipment and transporting them to the first available point of communication, repair, lodging or available medical attention. Nor shall this prohibit the transportation of other drivers from the driver's own Employer at a delivery point or terminal to a restaurant for meals.
- 13.08 Highway Equipment Used in City Work: Any power equipment used in highway operations shall be considered heavy duty equipment and drivers using such equipment in pick-up and delivery or cartage work shall receive the heavy duty scale of wages.

## 14.0 DISCIPLINE

14.01 General Discharge or Suspension/Cause for Discharge or Suspension: The Employer shall not discharge nor suspend any employee without just cause. The Employer operates under the Federal Motor Carrier Safety Act and the prohibition against consumption of drugs and alcohol therein must be complied with. The Union and Employer recognize the principle of “Progressive Discipline” within the concept of “just cause”, however, such recognition shall not preclude non-progressive discipline when justified. Failure by an employee to make an accident report shall subject an employee to termination.

Preventable/chargeable accidents may be subject to a warning letter, [suspension or discharge, depending on the circumstances.](#)

14.02 Warning Notices: A warning notice to be considered as valid, must be issued to an employee (with a copy to the Local Union) within fifteen (15) days exclusive of Saturday, Sunday and holidays after the occurrence or knowledge of the violation claimed by the Employer in such warning notice; [ten \(10\) days, with the same exclusions stated above, for attendance warning notices.](#) A warning notice shall not remain in effect for progressive discipline for a period of more than nine (9) months from the date of said warning notice. [Except for warning notices for attendance, which must be protested within fifteen \(15\) calendar days of receipt, w](#)Warning notices are automatically protested and shall be subject to challenge by the Union should such letter become the “condition precedent” for subsequent suspension or discharge. Warning notices shall be specific, not general, in nature as to alleged violation (i.e., time, date, place, and nature of violation).

14.03 Suspensions and Discharge: Actions by the Employer to be considered as valid, must be issued to an employee within fifteen (15) days exclusive of Saturday, Sunday and holidays after the occurrence or knowledge of the violation claimed by the Employer in such suspension or discharge notice.

14.03.1 For purposes of this Section the fifteen (15) days shall begin to run after the Employer has completed its investigation into the matter of which the employee is accused, but in no event shall the time period within which the Employer must take action exceed thirty (30) days, exclusive of Saturday, Sunday and holidays, from the date the Employer first had knowledge an infraction had been committed by an employee. Should the Employer not have completed its investigation by the thirtieth (30th) day it may issue an “Intent To” suspend or discharge without prejudice.

~~14.03.2 Any employee who’s infraction triggers the progressive discipline of suspension or discharge based on prior warning(s) or suspension(s) the Employer shall, in such cases, issue an “Intent To” suspend or discharge, as progressively appropriate, and the employee shall be permitted to continue working if work is available under the circumstances of the suspension or discharge.~~

14.03.3 Employees with ten (10) or more years of safe driving and who become subject to disciplinary suspension for a series of minor accidents (i.e.: bent mirror etc.) or



who has lost their driving privileges for non-work-related reasons (including an allegation of off-duty Driving While Intoxicated), may request a temporary sixty (60) day reclassification to Class A Utility in order to provide a respite from driving duties and to take advantage of available driver training opportunities. Such employee shall be “end-tailed” for the sixty (60) days. If an employee requests re-classification as provided above, such request shall not unreasonably be denied. Any dispute regarding the application of this Subsection shall be subject to Article 15.0.

### **15.0 GRIEVANCE PROCEDURE**

- 15.01 All claims arising from employees of the Employer shall be settled in the following manner:
- 15.02 Grievances shall be specific not general in nature as to the alleged violation (i.e., time, date, place, and nature of violation). Any alleged grievance shall be taken up by the Local Union with the Employer or ~~his~~ designee within ~~forty five (45)~~ thirty (30) calendar days of the alleged grievance or the knowledge of the alleged grievance, except in the case of disciplinary suspension, or discharge in which case it must be filed within fifteen (15) calendar days exclusive of Saturdays, Sundays and Holidays. An answer from the Employer, to the Union, will be supplied in a timely manner.
- 15.03 If the alleged grievance is not settled within fifteen (15) calendar days exclusive of Saturdays, Sundays and Holidays after either party refers the matter to the other party in accordance with Section 15.02, the moving party may refer it to the Board of Adjustment, in writing to the other party, within fifteen (15) days exclusive of Saturdays, Sundays and Holidays, of the written answer supplied by the other party.
- 15.04 The Board of Adjustment (BOA) shall be comprised of an equal number of representatives appointed by the Employer and Union in accordance with the process as signed by Teamsters ~~Joint Council No. 28 and Employer’s representatives~~. If the Employer and Union representatives are not able to resolve the issue, they shall select a third member with industry experience, if available. If a third member cannot be agreed to, then Section 15.04.1 shall apply. The BOA shall regularly convene in Seattle, Washington; provided however, the BOA shall also convene in Portland Oregon no less frequently than once every twelve (12) months at a date and time established by the BOA. All discharge cases issued without an “intent to discharge” shall be given priority by the BOA and to the extent possible shall be heard within forty-five (45) calendar days from the date of discharge.
- 15.04.1 If the parties are unable to agree on an arbitrator as provided for in Section 15.04, the parties shall submit a joint letter to the Federal Mediation and Conciliation Service requesting a list eleven (11) northwest arbitrators and shall strike alternately one (1) name each from the ~~Federal Mediation and Conciliation Service~~ list of nine (9) names, until one (1) name remains. The person whose name remains shall be the arbitrator. The arbitrator shall be notified immediately of his/her selection, by a joint letter from the Employer and the Local Union filing the subject grievance, requesting that he/she set a time and place for the hearing as soon as possible, subject to the availability of representatives of the Employer

and the Local Union, and the letter shall specify the issue(s) to the arbitrator. The parties agree to accept the arbitrator's award as final and binding upon them and all subject employees, subject only to the limits of authority set forth within Section 15.05.

- 15.04.2 Before the beginning of any hearing each party shall submit to the Chairman of the BOA a list of issues to be decided by the BOA. If the parties cannot agree upon the issues to be heard the BOA shall decide what the issue is in the grievance. The BOA Recording-Secretary shall maintain the Agenda and Minutes of each hearing.
- 15.04.3 Burden of proof: The Employer shall only be required to show just cause by a preponderance of the evidence.
- 15.05 The decision of the BOA shall be specifically limited to the matter submitted to them and they shall have no authority in any manner to amend, alter or change any provision of this Agreement.
- 15.06 The decision of the BOA shall be final and binding on all parties, including the employee(s) involved.
- 15.07 Time Limits: All Time limits exclude weekends and holidays, whether or not so noted.
- 15.07.1 All time limits may be extended, in writing, by mutual agreement.
- 15.08 The fees and expenses of the BOA appointed hereunder shall be borne equally by the Employer and the Local Union. The expenses incidental to each party's witnesses shall be borne by the party calling the witnesses.
- 15.09 Mitigation: Once a claim is filed, either side may take action to mitigate liability without jeopardy to its case or position on the claim. If the Employer returns a discharged driver to work pursuant to the foregoing, such employee may request, or be offered, a non-driving job, and if requested the Employer ~~will~~may agree provided (a) a non-driving job is available; (b) there is no violation of anyone's bid; and (c) there is no extra cost associated with granting the request.
- 15.10 An employee shall perform all duties as instructed even though he may feel aggrieved, except as may be detrimental to the employee's immediate health or safety. Employees may subsequently grieve.
- 15.11 All monetary grievances that have been resolved either by settlement or decision shall be paid within two (2) pay cycles of the notification of the decision or date of settlement. Such payment is contingent upon the Employer receiving all requested mitigation information or other necessary data from the Union or employee such that the claim can be accurately calculated for payment and the timeline required by this section shall not begin until all such information is provided. Failure by the Employer to comply with this Section shall entitle an unpaid employee to four (4) hours of pay for each working day the employee remains unpaid after the employee gives written notice to the Terminal Manager that their award is unsatisfied and remains so for seven (7) days.



## 16.0 ATTENDANCE

16.01 The Employer's "Attendance Policy" shall be attached hereto as a part of this Agreement at Appendix H. The standards of such Attendance Policy shall be reasonable and administered in a uniform manner amongst all employees covered by this Agreement. Any dispute regarding the Employer's application of the Attendance Policy shall be resolved in accordance with the provisions of Article 15.0.

## 17.0 HEALTH AND WELFARE

17.01 ~~Based on the previous month's hours the Employer shall pay each month into the following employee Benefit Trust Funds, the amounts required on behalf of each regular employee who was compensated no less than forty (40) hours and who was employed by the Employer within the jurisdictions of a signatory Local Union in the States of Washington or Idaho covered by Washington Teamsters Welfare Trust benefits on the ratification date of this Agreement; provided however, in the case of each regular Class A Utility employee must have been compensated no less than eighty (80) hours:~~

~~Effective February 10, 2000 based on January 2000 hours:~~

- ~~• Washington Teamsters Welfare Trust (WT 450) contribution rate \$307.00 per month  
(\$400 time loss, additional \$2,500 life & \$500 dependent life, LTD and 9 month waiver)~~
- ~~• Northwest Teamsters Dental Plan F contribution rate \$56.00 per month~~
- ~~• Vision Plan E contribution rate \$11.35 per month~~

~~Effective August 10<sup>th</sup> based on July, 2005 hours:~~

- ~~• Washington Teamsters Welfare Trust Plan B (\$638.30) with Life B (\$6.60), Time Loss A (\$22.00), 9 Month Waiver (\$10.25) and LTD (\$6.25)~~
- ~~• Northwest Teamsters dental Plan B (\$83.80)~~

~~Vision Plan EXT (\$11.35)~~

~~Eligibility: Eligibility criteria for the Employer provided Standard Medical Plan (SMP) is set forth as follows:~~

- ~~(1) All regular (seniority) employees: 40 hours compensated in each month which precedes the month of coverage;~~
- ~~(2) All Utility A employees: 80 hours compensated in each month which precedes the month of coverage;~~
- ~~(3) All Shop Utility employees who become 'regular' (as designated by the Employer): 80 hours compensated in each month which precedes the month of coverage;~~
- ~~•(4) Part-time office employees, Utility B employees, Shop Utility employees, non-seniority employees, and all other employees not covered by Sections 1 through 3, herein, are not 'regular' employees, for the purpose of this Article 17, and are not eligible for medical benefits.~~

~~17.01.1 Maintenance of Benefits: The Employer shall fund the SMP as herein provided:~~

- (1) For 2010, the Employer shall fully fund the SMP, which results in the composite COBRA rate/eligible participant/month, of 1278.04 (2010 Funding)
- (2) For 2011, the Employer shall fund the SMP at not less than 108% of the 2010 composite COBRA rate/eligible participant/month, for 2011 (2011 Funding)
- (3) For 2012, the Employer shall fund the SMP at not less than 108% of the 2011 composite COBRA rate/eligible participant/month, for 2012 (2012 Funding)
- (4) For 2013, the Employer shall fund the SMP at not less than 108% of the 2012 composite COBRA rate/eligible participant/ month, for 2013 (2013 Funding)
- (5) Should the SMP actuarial experience, in any year, project greater than 108% of funding needed to maintain the then-existing level of benefits, into the following year, the Employer and the Union shall meet during the first two (2) weeks of October, for the purpose of (a) reducing/adjusting benefit levels, or (b) to initiate employee premium contributions to the SMP, such that the SMP will remain fully funded, without a reduction of benefit levels, or, (c) a combination of (a) and (b), if practicable. In the event agreement is not reached during the meetings between the Employer and the Union, the SMP consultant shall adjust the benefits such that the projected cost of the SMP in the prospective year shall equal 108% of the current year cost, using the composite COBRA rate/eligible participant/month.

17.02+1.1 Retirees Welfare Trust Plan RWT-Plus contribution rate \$39.85  
(Paid on all Unit employees who meet the 80 hour compensation test)

~~Effective January 1, 2005 the \$39.85 shall be increased by \$5.00 to \$44.85~~

~~Effective January 1, 2006 the \$44.85 shall be increased by \$5.00 to \$49.85~~

~~Effective January 1, 2007 the \$49.85 shall be increased by \$5.00 to \$54.85~~

~~(Note: Discuss preceding years 07 through 09)~~

~~Effective January 1, 2010, the \$74.85 shall be increased by \$10.00 to \$84.85~~

~~Effective January 1, 2011, the \$84.95 shall be increased by \$10.00 to \$94.85~~

~~Should the any of the above M monthly premium contributions be increased by an amount in excess of five dollars (\$5.00) per month, in any twelve (12) month period, the amount in excess of five dollars (\$5.00) shall be diverted from wages. In the event of a decrease in contribution amounts diverted from wages shall be restored up to the amount of decreased contribution.~~

~~17.02 Effective the tenth (10<sup>th</sup>) of November 1996, based on the previous month's hours, the Employer shall pay each month into the following employee Benefit Trust Funds, the amounts required on behalf of each regular employee who was compensated no less than forty (40) hours and who was employed by the Employer within the jurisdictions of a signatory Local Union in the State of Oregon covered by the Oregon Warehouseman (a.k.a. 206) Trust benefits on the ratification date of this Agreement; provided however, in the case of each regular Class A Utility employee must have been compensated no less than eighty (80) hours:~~

- ~~• Oregon Warehouseman (a.k.a. 206) Trust Medical/Dental & Vision Plan D (\$825.12)~~
- ~~• Dental Plan (included in Medical)~~

- Vision (included in Medical)
- Retirees (included in Medical)

The Employer shall only be obligated to Section 17.01 or 17.02 payments but not both.

~~17.03 Maintenance Of Benefits.: The Employer shall during the life of this Agreement pay any increase in rates needed to maintain the benefits setout in Sections 17.01 and 17.02, if required by the Trustees of the Trust(s) until such time as a majority vote of the affected employees decides to replace such benefits with a Company Health & Welfare Program as otherwise provided for within Section 17.06 below.~~

~~17.03.1 In the event one or more of the Trust Funds to which the Employer contributes shall offer “tiered contribution” or “cafeteria” style benefits the Employer may, after consultation with the affected Local Union(s) substitute such program for all or part of Section 17.01 or Section 17.02 as appropriate; provided however, benefits shall remain comparable.~~

~~17.04 The Employer and the Local Unions shall be bound by the provisions of the “Agreement and Declaration” of the afore-referenced Trusts or such other Trust as may be agreed to by the parties to this Agreement, and agree that the Trustees of that Trust shall act as Trustees on their behalf. Except by special written agreement between the Employer and Union no contribution shall be made on or be owed for any salaried employee.~~

~~17.05 Terminals covered by the Company Health & Welfare Program on January 1, 2005, shall continue such coverage according to the plan as it shall be constituted from time to time; provided however, the benefits provided to unit employees shall be no less than those provided to non-bargaining unit employees. In the event Section 17.06 is not implemented and/or there is no conversion to the Company Health & Welfare Program, those employees covered by the Company Health & Welfare Program may then choose to be included in Section 17.01 benefits to become effective after January of 2007. The Employer shall make contributions on behalf of employees covered by this Section 17.05 into Retiree’s Welfare Trust Plan RWT Plus plan pursuant to the provisions of Section 17.01.1, effective as of hours compensated in the first month following ratification of this Agreement.~~

~~17.06 The Employer may during the life of this Agreement, but no sooner than November 2006 for commencement no sooner than January 2007 open this Article for the conversion to the Company Health & Welfare Program and/or alternative group coverage; provided however, the Company Health & Welfare Program and/or alternative group coverage shall provide benefits comparable or better than that of Plan being replaced. The Employer shall give notice to the affected Local Unions and shall bargain regarding the details of the plan, its coverage, its maintenance of benefits, and the transition from a Trust to the Company Health & Welfare Program and/or alternative group coverage. Conversion to the Company Health & Welfare Program and/or alternative group coverage shall be by majority vote conducted by a mail ballot of all affected employees. No economic action or implementation shall be permitted.~~

~~17.07 Nothing within this Article 17.0 and/or any of its Sections shall in any way be construed so as to obligate and/or require either the Employer or the Union to negotiate on an issue for inclusion into any future Labor Agreement that which is recognized as a permissive subject of bargaining under the National Labor Relations Act.~~

### **18.0 PENSION**

18.01 Pension Contributions: Effective as designated below, the Employer shall pay the amounts stated below, **retroactive to November 1, 2007**, to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which an hourly compensation was paid, said amounts to be computed monthly: provided however, the maximum monthly contribution shall be limited to a maximum of one hundred eighty four (184) hours per month and a maximum of two thousand eighty (2080) hours per calendar year.

<b>DATE</b>	<b>BASE</b>	<b>PEER</b>	<b>TOTAL</b>
<del>Current</del>	<del>\$2.58</del>	<del>\$0.43</del>	<del>\$3.01</del>
<del>Nov. 1, 2005</del>	<del>\$2.76</del>	<del>\$0.45</del>	<del>\$3.21</del>
<u>Nov. 1, 2007</u>	<u>\$2.76</u>	<u>\$0.45</u>	<u>\$3.21</u>

~~(Payable in December, 2005)~~

- a) Compensable hours shall not include payment of vacation amounts owed upon termination.
- ~~b) Payments required under this Section 18.01 for all bargaining unit employees in Boise, Idaho represented by Teamsters Local 483 shall commence with hours compensated in the month of signing of this Agreement payable the following month.~~

18.02 Employees covered by this Agreement in Medford Oregon (Local 962) shall become covered by this Article 18.0 based on hours compensated in the month of October, 1996, payable the tenth (10th) of the following month; provided however, the position of Dispatcher-Supervisor is excluded from this Section 18.02 and will for the life of this Agreement continue in the Employer Retirement Plan.

18.03 For probationary employees hired on or after April 1, 2000, the Employer shall pay an hourly contribution rate of ten cents (10¢) including one cent (1¢) for PEER-80 during the probationary period, but in no case for a period longer than the first ninety (90) calendar days from the date of hire. If and when an employee completes this probationary period the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described in this Article 18.0 of this Agreement.

### **19.0 FRINGE BENEFIT BOOKLETS & SELF-PREMIUM PAYMENTS**

19.01 It shall be the responsibility of the employee to read the Labor Agreement Fringe Benefit Booklets in order to familiarize himself with the various plans and determine when he will become eligible for each benefit. If an employee misplaces the plan booklets, he should contact the Plan Administrator for a replacement copy.

- 19.02 The Consolidated Omnibus Board Reconciliation Act (COBRA) requires certain fringe benefit plans to permit employees, their spouse or dependents, self-premium payment in order to continue coverage under the plans for a given number of months, in the event coverage would otherwise cease or be reduced due to employment termination, reduction in hours worked, entitlement to Medicare benefits, divorce, marital separation, or loss of dependent status. Under COBRA, it is the responsibility of the employee's spouse or dependents to notify the Plan Administrator when there is a divorce or separation from the employee, or when a dependent loses his/ her status as a covered dependent under the plan. Some fringe benefit plans may provide additional rights to make self payments to continue coverage beyond what COBRA requires.

Whenever an employee is concerned that fringe benefits may cease or be reduced for any reason it is the employee's responsibility to immediately contact the Plan Administrator to determine which plans allow self-payments, under COBRA or otherwise, to continue the coverage for himself/herself and his/her family.

### ***20.0 DELINQUENT FRINGE BENEFIT PAYMENTS***

- 20.01 ~~Health and Welfare~~, Pension Delinquencies: Notwithstanding anything herein contained, in the event the Employer is delinquent at the end of a period in the payment of his contribution to the ~~Health and Welfare or~~ Pension Fund or Funds created under this Agreement, in accordance with the rules, and the Secretary-Treasurer of the Local Union has given seventy-two (72) hours notice to the Employer, specifically identifying such delinquency in ~~Health and Welfare or~~ Pension payments, the Local Union shall have the right to take such action as they deem necessary until such delinquent payments are made. In the event such action is taken and the Employer is in fact delinquent, then the Employer shall be responsible to the employees for losses ~~therefrom~~ there from. If action is taken by the Local Union and the Employer is not delinquent then the Local Union shall be responsible to the employees, and the Employer, for all direct and indirect losses ~~therefrom~~ there from.
- 20.02 In the event the Employer is delinquent in the payment of any contribution required by Articles ~~17.0 and/or~~ 18.0, the Local Union shall have the right (notwithstanding any other provision of this Agreement) to take any legal action they deem fit against the Employer to collect such delinquent amounts. In the event legal action is required to collect the Employer's delinquent contributions, then the Employer shall be liable for all costs and expenses of litigation, including reasonable attorney fees.
- 20.03 Exclusive Method of Dispute Resolution: All disputes or questions of interpretation concerning the requirement to make contributions on behalf of any particular employees or classification of employees shall be submitted under Article 15.0 hereof by either the Employer, a Local Union or the Trustees of the Trusts provided for in ~~Article 17.0 or~~ Article 18.0 hereof. In the event of such a referral the Employer shall not be deemed delinquent while the matter is being considered. If the result of any Article 15.0 referral is that the disputed contribution is required, then the Employer shall pay to the trust fund the amounts due plus the standard interest thereon. Should the Employer's claim be found to be not bona-fide the Employer shall be subject to imposition of uniform liquidated damages, attorney fees and other similar charges.

## ***21.0 NO STRIKE/NO LOCKOUT***

- 21.01 During the term of this Agreement, the Local Union, its officers, or members shall not sanction nor participate in any strike, slow-down or work stoppage, except as otherwise provided for within this Agreement, and should same occur, the Union shall take all steps to end such interference. Employees covered by this Agreement, who take part in any of the foregoing actions may be subject to such disciplinary action, up to and including discharge, as determined by the Employer.
- 21.02 During the term of this Agreement, there shall be no lockout of employees by the Employer. Any action of the Employer in closing its facility during a general strike, riot or civil commotion for the protection of the facility shall not be deemed a lockout. The Employer may lock employees out in response to impending Local Union action following any seventy-two (72) hour notice of a pending strike from the Local Union where a strike is permitted by this Agreement.
- 21.03 In the event of a condition beyond the control of the Employer (e.g. an "Act of God") all guarantees set out in this Agreement shall be void for the period of such emergent condition. Examples are flood, area wide ice storms, blizzard or similar emergent inability to conduct the business of the Employer in a substantial element necessary to the conduct of business.

## ***22.0 RESERVED ARTICLE***

## ***23.0 GENERAL PROVISIONS***

- 23.01 Savings Clause: If any provision of this Agreement is invalid under the law of any State wherein this Agreement is executed, such provision shall be modified to comply with the requirements of State Law or shall be re-negotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic recourse.
- 23.02 Nothing contained herein shall prohibit the Employer, at its sole discretion and without notice to the Local Union, from paying wages and/or benefits in excess of those provided for herein.
- 23.03 The wages, hours and working conditions of driver employees who leave the jurisdiction of their home Local Union and perform work for the Employer throughout the Employer's service area shall be governed by the conditions of their home Local Union Agreement with the Employer.
- 23.04 The waiver of or any breach of condition of this Agreement by either party shall not constitute a precedent or past practice in the future enforcement of all terms and conditions of this Agreement.

23.05 Local Union and Employer Cooperation:

23.05.1 The Local Union, its members, and the Employer shall at all times as fully as it may be within their power to further their mutual interest and interests of the trucking industry and the International Brotherhood of Teamsters nationwide.

23.05.2 The Local Union and the Employer recognize the principle of a fair day's work for a fair day's pay; that jobs and job security of employees working under this Agreement are best protected through efficient and productive operations of the Employer and the trucking industry. The Employer is to receive eight (8) hours of work for eight (8) hours of pay.

**24.0 DURATION**

24.01 This Agreement, including Appendices A through H and LOUs I through VII, attached, shall become effective on the date of signing, except as otherwise provided herein, and shall remain in effect until October 31, 2007~~13~~, unless changed by mutual consent. Should either party desire to change, modify or terminate this Agreement on the anniversary date of October 31, 2007~~13~~, written notice must be given to the other party at least sixty (60) days in advance of October 31, 2007~~13~~. If notice of termination is not given within such time, the Agreement shall be considered as automatically renewed for an additional period of one year, and in like manner from year to year thereafter.

IN WITNESS WHEREOF, the Employer attaches its signature as of this \_\_\_\_ day of ~~October,~~  
~~2005.~~

FOR THE EMPLOYER:  
OAK HARBOR FREIGHT LINES, INC.

By: \_\_\_\_\_



FOR EACH LOCAL UNION:

IN WITNESS WHEREOF, we attach our signatures as of this \_\_\_\_\_ day of ~~October, 2005~~.

For Teamsters Local 81

By: \_\_\_\_\_

For Teamsters Local 174

By: \_\_\_\_\_

For Teamsters Local 231

By: \_\_\_\_\_

For Teamsters Local 252

By: \_\_\_\_\_

For Teamsters Local 324

By: \_\_\_\_\_

For Teamsters Local 483

By: \_\_\_\_\_

For Teamsters Local 589

By: \_\_\_\_\_

For Teamsters Local 690

By: \_\_\_\_\_

For Teamsters Local 760

By: \_\_\_\_\_

For Teamsters Local 763

By: \_\_\_\_\_

For Teamsters Local 839

By: \_\_\_\_\_

For Teamsters Local 962

By: \_\_\_\_\_

**APPENDIX A Wages – P&D, Utility**

**TRUCK DRIVERS P & D AND UTILITY WORKERS**

**Local Unions 81, 174, 231, 252, 324, 483, 589, 690, 760, 839 and 962**

~~Increase rates as below on the closest Sunday to the first day of the indicated month.~~

No employee receiving more than the schedule as of the thirtieth (30<sup>th</sup>) of September, 1996, shall be reduced and employees will be increased whenever the table would so provide.

A.1.1 Hourly Rates ~~(Nov-04 rates to become effective the first pay period after acceptance)~~

For Appendices A, B, C, and D, the November 2006 Wage Table/Progression(s), [now the 'Current' wage rates], shall be frozen for the duration of this Agreement, for all Classifications in this Agreement, unless otherwise indicated. Progression shall continue, for all eligible employees.

**P&D**

		Nov-04	Nov-05	Nov-06
	Current	0.60	0.60	0.60
First Year	12.52	12.93	13.34	13.75
Second Year	14.33	14.80	15.27	15.74
Third Year	16.06	16.59	17.12	17.64
Thereafter	18.25	18.85	19.45	20.05
Heavy Duty	18.30	18.90	19.50	20.10
<b>Auburn &amp; Portland</b>				
Thereafter	18.32	18.92	19.52	20.12
Heavy Duty	18.41	19.01	19.61	20.21
	Pdx Incr	0.71		

A.1.2 Utility Employees:

**A&B Utility**

		Nov-04	Nov-05	Nov-06
<b>Utility B</b>				
	Current	0.60	0.60	0.60
At Hire	12.52	12.94	13.36	13.78
At 6m W/500H & Test	12.92	13.34	13.76	14.18
At 12m W/1000H & Test	13.52	14.01	14.49	14.97
At 24m W/2000H & Test	14.67	15.21	15.75	16.29
At 36m W/3000H & Test	16.25	16.85	17.45	18.05
<b>Utility A</b>				
	Current	0.60	0.60	0.60
At Hire	12.52	12.94	13.36	13.78
At 6m W/1000H & Test	12.92	13.34	13.76	14.18
At 12m W/2000H & Test	13.52	14.01	14.49	14.97
At 24m W/4000H & Test	14.67	15.21	15.75	16.29
At 36m W/6000H & Test	16.25	16.85	17.45	18.05

A.1.3 Effective ~~5/05, 5/06, and 5/07~~ May, each year of this Agreement, if the Employer should realize an Operating Ratio (OR) of 95% or better during the prior calendar year an amount of five cents (5¢) shall be available to apply to the thereafter wage rate.

If such OR equals 94% or better, ten cents (10¢) shall be available to apply to the thereafter wage rate.

If such OR equals 93% or better, fifteen cents (15¢) shall be available to apply to the thereafter wage rate.

If such OR equals 92% or better, twenty cents (20¢) shall be available to apply to the thereafter wage rate.

If such OR equals 91% or better, twenty-five cents (25¢) shall be available to apply to the thereafter wage rate.

If such OR equals 90% or better, thirty cents (30¢) shall be available to apply to the thereafter wage rate.

A.1.4 Employees new to the Employer that have industry experience may be started at the higher Year Rate if the Employer determines that the employee's prior experience is sufficient to justify the higher Year Rate. Employees shall be advised at the time of hire if they will be given industry experience and a record shall be made of the pre-hire discussion. Employees who are started to work at a level above entry shall progress to the next level in this Agreement no later than on their anniversary date and so on until the thereafter rate is achieved.

**APPENDIX B LINE WAGES**

**Local Unions 81, 174, 231, 252, 324, 483, 589, 690, 760, 839 and 962**

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~~Increase rates as below on the closest Sunday to the first day of the indicated month.~~

No employee receiving more than the schedule as of the thirtieth (30<sup>th</sup>) of September, 1996, shall be reduced and employees shall be increased whenever the table would so provide.

B.1 Mileage Rates ¢/mile ~~(Nov 04 rates to become effective the first pay period after acceptance)~~

<b>Line</b>	<b>Current</b>	<b>Nov-04</b>	<b>Nov-05</b>	<b>Nov-06</b>
First & Second Year	0.3373	0.3483	0.3593	0.3704
Third Year	0.3779	0.3903	0.4027	0.4152
Thereafter	0.4332	0.4473	0.4614	0.4755

Work Time -(Actual time working, not wait time or other delay time)

1st & 2nd Years        )  
Third Year            } -42.5 miles (prorate for less than an hour) guarantee for each  
Top                    )       hour of non-driving "work time".

B.1.2 Mileage rates may be paid on "line haul" trips of two hundred seventy (270) miles or more. Section 6.03 applies to mileage trips.

B.1.3 Mileage rates in this Agreement include pay for all record keeping, pre-trip and post-trip inspections as well as all routine required DOT inspections of equipment during the trip, coffee breaks, delays (except as hereinafter provided below in Section B.3) and all other non-driving time or activities currently performed except as setout below. Mileage compensation set forth in Sections B.1 and B.2.1, shall be increased by an additional three cents (3¢) per mile in recognition of the performance of the activities referenced within this Section B.1.3. Effective the workweek following ratification of this Agreement, the three cents (3¢) referenced herein shall be increased to three and one half cents (3½¢). Additionally, effective with the first pay period in August of 2006, such three and one half cents (3½) shall be increased to four cents (4¢).

B.1.4 A "trip" shall be defined as a dispatched unit of work regardless of the number of waypoints. Work time (hands on freight, fueling and chaining-up only) must be authorized and approved for each claimed compensable period.

B.1.5 Additional Compensation to Line Drivers:

- a. Hostling shall be considered work and paid at the fixed rate of guaranteed mileage equal to fifteen (15) minutes for each hook or break (hook and break equal thirty [30] minutes), backing tractor under trailer "ready to go" is covered by B.1.3 above;
- b. On meet and turns, the driver shall be required to take up to a one (1) hour meal break. Wait time beyond the one (1) hour shall be considered work time. The Employer shall move a meet-point up to fifteen (15) miles in either direction (DOT hours permitting) in order to allow employees to utilize an open restaurant or facility.
- c. Drivers shall be offered work during all other wait time. It shall be the driver's responsibility to obtain a work assignment from management. If a driver is denied a work opportunity, he/she should file a claim for the wait time.
- d. Drivers pulling triples shall receive an additional two cents (2¢) per mile while performing such work.

Additional Understandings of the Parties:

The Procedure shall be as follows:

- a) One half (1/2) hook when the driver not at his home terminal drops a trailer or set and hooks to another trailer or set with a tractor. Pay for hooking a tractor shall be seven and a one half (7 ½) minutes.
- b) One (1) hook is the assembly of trailers into a set of two (2) trailers with a tractor at any terminal. Pay for a hook shall be fifteen (15) minutes of guaranteed mileage.
- c) One (1) break is the disassembly and spotting of trailers from a set of two (2) trailers at any terminal. Pay for this work shall be the same fifteen (15) minutes as a hook.
- d) Pay for the assembly of three (3) trailers into an assembly of triples with a tractor shall be one and a half (1½) hooks [twenty-two and one half (22 ½) minutes].
- e) Pay for the disassembly and spotting of three (3) trailers from an assembly of triples shall also be one and one half (1½) breaks [twenty-two and one half (22½) minutes].
- f) Split-out-doubles describes when a driver has a set and one trailer is dropped out of the set and spotted and another trailer is added to the remaining single trailer to re-establish a set. Pay for this activity shall be the same as a hook [fifteen (15) minutes].
- g) Split-out- triples describes when a driver has a train of three (3) trailers and one (1) trailer is dropped out of the train and spotted and another trailer is

added to the remaining set to re-establish triples. Pay for this activity shall be the same as one and one half (1½) hooks, [twenty-two and one half (22 ½) minutes].

h) Whenever a driver is delayed because of mechanical difficulties, yard conditions or other extraordinary conditions causing delay, drivers may claim guaranteed miles rather than flat rates as provided herein. Drivers must note the claim by giving details of the extraordinary condition resulting in the claimed guaranteed miles and shall, if possible, get a dispatch number for the event.

Examples of the above and other activities recognized to be a part of the flat rate compensation arrangement:

- a) Pre-Trip and Post-Trip activities.
- b) All paperwork such as logs, forms, etc.
- c) Hooks and Breaks not considered hostling at the home terminal.
- d) Pre-departure scale time unless excessively congested and driver documentation is provided regarding congestions.
- e) Documented pre-departure fueling at the home terminal where yard fueling is done when in excess of seven and one half (7½) minutes.
- f) Driver arrives with a set, disassembles set, spots trailers, backs under pre-assembled set at a foreign terminal and departs. Pay for this activity shall be the same as that paid for one (1) break and one half (½) hook
- g) Driver arrives with triples, breaks out any one (1) box and adds any one (1) box. Pay for this activity shall be the same as that paid for Split-out-triples.
- h) Driver arrives with a set, breaks out any one (1) box and adds any one (1) box. Pay for this activity shall be the same as that paid for Split-out-doubles.
- i) Driver arrives with a set, breaks up and spots trailers, makes up new set and departs. Pay for this activity shall be the same as that paid for one (1) break and one (1) hook.
- j) Driver arrives with a set, breaks up and spots trailers, makes up triples, and departs. Pay for this activity shall be the same as that paid for one (1) break and one and one half (1½) hooks.
- k) Driver arrives at a foreign terminal with a set, drops (no break-up and/or spotting), backs under made-up set or single trailer and departs. Pay for this activity shall be the same as that paid for one half (½) hook.

B.1.6 Whenever a Local Union has evidence that a line trip is requiring an excessive amount of non-driving time or the Employer has evidence of too little non-driving time on a line trip (B.1.3 above), the Employer and the Local Union will meet to resolve the matter and any decision arrived at by the Employer and the Local Union shall be final.

## B.2 TRUCK LOAD PROVISIONS

B.2.1 When the Employer requires “Truck Load” wages to meet the competition for full trailer hauling, the parties will meet and establish Truck Load rates according to their historical agreements.

**B.3 ADDITIONAL PROVISIONS APPLICABLE TO LINE OPERATIONS:**

B.3.1 Layover: Employees dispatched on a trip necessitating a layover, or when ordered to layover on a non-layover dispatch, shall receive a room and a meal at the Employer’s cost or reasonable reimbursement therefore.

B.3.1.1 Excessive Layover: Employees who are dispatched on a trip with a layover ,

a) if the dispatch is a regular scheduled trip (bid run with known scheduled departure for the returning drivers terminal), shall receive guaranteed mileage of two (2) hours whenever the layover exceeds twelve (12) hours, or

b) if the dispatch is an extra unscheduled trip, shall receive guaranteed mileage of four (4) hours whenever the layover exceeds eighteen (18) hours.

c) Notwithstanding Subsections a) and b), in the event of bid/known runs with layovers in excess of twelve (12) hours, drivers shall receive excessive layover pay of two (2) hours whenever the layover extends more than two (2) hours beyond the bid/known layover. Drivers with a bid/known layover shall be considered to have a fixed start time both at home and at the layover terminal. Such fixed start shall be subject to all fixed start time rules of Article 4.0.

B.3.2 Dispatch of Foreign Equipment (Foreign Power Courtesy): Employees away from their home terminal on a scheduled trip (bid run with known scheduled departure for the returning drivers terminal) shall be dispatched out ahead of local equipment with the same destination. This rule shall not apply when the foreign driver is an extra dispatch from his home terminal and shall be applied as follows:

a) A foreign driver shall have first choice of first out to return back home. He/she shall have the right to choose the longest run over a less senior employee from his/her own terminal.

b) A foreign driver shall not have the choice of longest run over a home driver.

c) If a foreign driver and home driver are both to be dispatched out and back to the dispatching terminal, the home driver shall have preference of run.

d) The rule shall change when the foreign driver is on an extra trip, Extra out driver.

B.3.3 Breakdowns and impassable highways: Drivers delayed because of a breakdown of their equipment or an impassable highway shall be compensated guaranteed miles for the first two (2) hours of such delay and shall be compensated one half (½) guaranteed miles for each hour thereafter up to a maximum of the equivalent to eight (8) hours of guaranteed miles in each twenty-four (24) hour period commencing with the time of departure from the terminal, except that when a driver is required by the Employer to remain with (in)



the equipment during such breakdown or impassable highway he shall be paid for all such time as required herein. Section 11.08 shall not act to preclude payments required by this Section.

- B.3.4 The Employer and the Local Union to use Map Quest or a similar mutually agreeable GPS based system to resolve all point-to-point mileage disputes.
- B.3.5 Work by line drivers on a major holiday shall receive a guarantee of miles equal to six (6) hours in addition to any actual miles driven or other compensation due. Work on a holiday shall be defined in Section 8.06.1
- B.3.6 Driver delay caused by overloads or certificate violations which could not have been avoided by proper driver diligence and occur through no fault of the driver shall be compensated pursuant to Section B.3.3.
- B.3.7 Line Drivers at a foreign terminal who have requested work and who have been put to work shall not suffer any unpaid delay time waiting for the preparation of bills or dispatch out.
- B.3.8 Line Drivers ordered to contact dispatch for orders while at a “dark” foreign terminal and who “call” as ordered for instructions after fifteen (15) minutes “on hold” shall be entitled to claim paid time by requesting an authorization number from Central Dispatch. Should a bonafide request for payment be denied the driver may grieve such denial.
- B.4 The Employer shall maintain ninety-six (96) regular line-haul positions and those required by Section 2.02.3 at terminals covered by this Agreement; provided however, the ninety-six (96) positions may be reduced in number in the event of lower business volume (decrease in freight) in a lane or lanes which require such adjustment provided the Employer meets and confers with the affected Local Union.
- B.4.1 In the event the Employer reduces the number of line-haul positions, as referenced in Section B.4 above, the affected employee(s) shall be offered another position. Reductions in accordance with this provision shall not affect the Employer’s right to subcontract.
- B.5 The provisions of Section A.1.4 shall apply to any hourly rate increase adjusted for mileage applied to the top step.
- B.6 Employees new to the Employer that have industry experience may be started at a higher Year Rate if the Employer determines that the employee's prior experience is sufficient to justify the higher Year Rate. Employees shall be advised at the time of hire if they are to be given industry experience and a record shall be made of the pre-hire discussion. Employees who are started to work at a level above the entry rate shall progress to the next higher level in provided for in this Agreement no later than on their anniversary date and each anniversary date thereafter until the “thereafter” rate is achieved.

B.7 ~~If~~ The Employer shall should reinstitute continue its practices regarding the employment of Sleeper-Teams, the Union shall be notified and the Employer and the Union shall meet and negotiate regarding said reinstatement.

~~B.7.1 — Company Sleeper Teams who are delayed at Medford Oregon beyond two (2) hours where the delay is solely caused by the failure of contracted hauling to make timely arrival in Medford with freight required for the Sleeper Team to continue as dispatched, shall be paid guaranteed miles for each hour, or part thereof, caused by such contract hauler's failure to make timely arrival unless the cause of such delay is beyond the control of the contract hauler.~~

~~B.7.2 — Company Sleeper Teams who call ahead to the Terminal of their next stop when they are fifteen (15) minutes out shall be given preference for any available freight destined for their next destination provided they have spoken to terminal dispatch and made their arrival known.~~

~~B.7.3 — Company Sleeper Teams while in Oakland shall be given preference for additional work moving freight to Sacramento or Willows, CA during the delay in their scheduled Oakland departure.~~

~~B.7.4 — Sleeper Bids:~~

~~———— a) The first seat of each sleeper shall be bid in accordance with seniority. The senior driver shall then select his/her partner from the remaining drivers on the appropriate seniority list. If no available bid/line driver can be agreed to, any other driver may be utilized.~~

~~———— b) Sleeper driver positions shall be bid on a yearly basis in accordance with the practice at each terminal.~~

~~———— c) Any sleeper driver may request to not run with another driver only after having made one (1) trip with said driver in the last twelve (12) months.~~

~~———— d) Once a team has been established it shall continue as a team until the next general bid. In the event of illness/emergency requiring the absence of either team member the remaining team member shall select a replacement as provided for in Subsection a) above on the basis of "hold down" of not less than one (1) week or until the absent driver returns to the team. If no replacement can be agreed upon, the replacement shall be selected by asking from the top and forcing from the bottom amongst all drivers on the terminal line extra board. Should the absent driver return mid week, he shall report to the extra board for the remainder of that week and assume his bid beginning the next week. Vacations shall be taken in seniority order.~~

~~B.7.5 — Time Off: Except in cases involving unusual circumstances the Employer shall provide for time off at the home terminal at least once a week for forty eight (48) hours exclusive of mandatory DOT time off provisions and requirements.~~

~~B.7.6 — Wages:~~

- ~~———— a) Wages shall be paid at the second (2<sup>nd</sup>) year rate or at the driver's actual rate, whichever is higher plus two cents (2¢) per mile which shall be split equally between the two (2) drivers.~~
- ~~———— b) Triples pay shall be an additional two cents (2¢) for all miles pulling triples.~~
- ~~———— c) Each driver shall receive standard per diem.~~
- ~~———— d) Any work time by a team member shall be paid to that driver alone.~~
- ~~———— e) No P&D work shall be performed with equipment where a driver in the bunk on rest time.~~

~~B.7.7 In the event the Employer's business necessitates the utilization of sleeper cab operations to replace established single man runs as through runs the Employer shall meet with the affected Local Union (or Local Unions) prior to implementation of the change for the purpose of reviewing the proposed change with the Local Union(s).~~

**APPENDIX C OFFICE EMPLOYEE WAGES**

**Local Unions ~~231, 252~~ and 763**

No employee receiving more than the schedule as of the thirtieth (30<sup>th</sup>) of September, 1996, shall be reduced and employees will be increased whenever the table would so provide.

C.1 Wages ~~(Nov-04 rates to become effective the first pay period after acceptance)~~

~~Increase rates as below on the closest Sunday to the first day of the indicated month.~~

<b>Office</b>				
	<u>Group I</u>	Nov-04	Nov-05	Nov-06
	Current	0.60	0.60	0.60
First Year	10.79	11.20	11.61	12.02
Second Year	12.01	12.47	12.92	13.38
Third Year	13.69	14.21	14.73	15.25
Thereafter	15.77	16.37	16.97	17.57
Thereafter Nights	16.77	17.37	17.97	18.57
	<u>Group II</u>			
Second Year	13.51	13.70	14.18	14.66
Third Year	14.77	15.31	15.84	16.38
Thereafter	16.5	17.10	17.70	18.30
	<u>Group III</u>			
Third Year	15.62	16.16	16.71	17.25
Thereafter	17.27	17.87	18.47	19.07

C.1.1 Work Group Defined

Group I All Auburn office clerical except Group II or III and all Branch Terminal office employees, collectively, "Customer Service Clerks".

Group II Jr. Payroll Clerk, Jr. Pricing/Rating Claims Clerk(s), A/P Clerk(s), Interline Clerk(s) and Jr. Rate Clerk(s) Jr. classifications remain at group II until qualified group III by the Employer, subject to Article 15 to resolve disputes.

Group III Payroll Clerk, Pricing/Rating Claims Clerk(s), Lead A/P Clerk, Lead Interline Clerk and Rate Clerk(s).

C.1.2 Employees at the Auburn Office working during a period traditionally subject to night premium shall be paid at one longevity pay step above their actual pay step so long as they work such shift. Employees shall advance to the next pay level after twelve (12) months. Employees who on October 1, 1996, were receiving a night premium in excess of the provisions herein shall continue such premium until they transfer to days. Should such employees return to nights, this Section shall apply.

- C.1.2.1 Employees whose regular scheduled shift begins prior to 8:00 AM or ends after 5:00 PM shall continue to receive the appropriate night wage for the applicable hours.
- C.1.3 Casual employees shall be paid the entry rate. All Auburn casual employees shall be paid Group I rates and shall advance to their appropriate level based on years of service.
- C.2 OFFICE BID
- C.2.1 Auburn office employees shall be permitted to bid for positions in accordance with past practice but, not more often than once in any twelve (12) month period; provided however, if there are no other qualified bidders and no more than thirty (30) days, or no less than six (6) months has elapsed since the employee's last bid, such office employee(s) may bid the posted position if otherwise qualified.
- C.2.2 In the event Section ~~BC~~.2.1 should operate in a manner that restrains the normal work flow of the office, the Employer may open this Section ~~BC~~.2 for revisions which allow for efficient operation of the office.
- C.2.3 In the Auburn Office the Employer shall provide training opportunities, by seniority among eligible, requesting employees, to fill available openings, new positions and promotional opportunities from Group I to Group II and Group II to Group III.
- C.3 The provisions of Section A.1.4 shall apply to the thereafter wages of this Appendix
- C.4 Employees new to the Employer that have industry experience may be started at a higher Year Rate if the Employer determines that the employee's prior experience is sufficient to justify the higher Year Rate. Employees shall be advised at the time of hire if they are to be given industry experience and a record shall be made of the pre-hire discussion.
- C.5 Work by Office Supervisors: Supervisory employees shall not perform work on jobs covered under this Agreement where the effect is to displace regular employees from their jobs. It shall not be a violation of this Agreement for supervisors to perform work in the course of their normal duties, e.g. in instructing or training of employees, in assuring proper standards of work and job performance and in overcoming interruptions in the flow of work.
- C.6 During the life of this agreement the parties shall meet to discuss and possibly adopt wage tables that better fit the Auburn Office needs. The Local Union may request such a meeting thirty (30) days after ratification. This Section C.6 shall not give the Local Union the right to exercise economic action, strike or implementation.
- C.7 In the Auburn Office, Regular employees may request and, by mutual agreement, be granted an opportunity to "job share". A job share is where two (2) or more employees agree to divide one fulltime job into two (2) or more part-time parts such that the job-share team is responsible for the completion of the entire job. Team members once selected and agreed to by the Employer shall not be changed except by mutual agreement with the Employer or by the Employer abolishing the job-share team. The Employer may abolish any job-share team upon thirty (30) days notice to the team members that the

team will be dissolved. Should a team be dissolved, team members shall be permitted to exercise seniority to remain employed or may accept a layoff out of seniority if alternate work is not available based on employee qualifications or if the employee prefers a layoff. Job-share employees shall be considered "casuals" for purposes of Article 17.0.

- C.8 Auburn office billers shall be guaranteed a minimum of four (4) hours pay at the regular hourly rate of pay. ~~Covered Office operations other than the Auburn Terminal may have one (1) office employee guaranteed a minimum of four (4) hours work or pay at the regular hourly rate of pay.~~
- C.9 ~~In the Olympia Office the parties shall adopt a "regular Part time" wage progression schedule.~~
- ~~C.10~~ The Employer shall continue its practice in Auburn of compensating employees who work as "Lead" person for their work group.

## APPENDIX D GARAGE EMPLOYEES

### Local Union 763

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~~Increase rates as below on the closest Sunday to the first day of the indicated month.~~

No employee receiving more than the schedule as of the thirtieth (30<sup>th</sup>) of September, 1996, shall be reduced and employees shall be increased whenever the table would so provide.

#### D.1 Wages ~~(Nov-04 rates to become effective the first pay period after acceptance)~~

##### Shop

Shop Utility		Nov-04	Nov-05	Nov-06
Current		0.05	0.10	0.10
First Year		10.04	10.12	10.21
Second Year		10.79	10.88	10.97
Third Year		11.55	11.64	11.74
Thereafter		12.10	12.20	12.30
Greasers & Tiremen		Nov-04	Nov-05	Nov-06
Current		0.60	0.60	0.60
First Year	11.77	12.18	12.60	13.01
Second Year	13.36	13.83	14.30	14.77
Third Year	14.95	15.48	16.00	16.53
Thereafter	17.07	17.67	18.27	18.87
Fully Qualified Mechanic		Nov-04	Nov-05	Nov-06
Current		0.60	0.60	0.60
First Year	12.46	12.87	13.27	13.68
Second Year	14.28	14.75	15.21	15.68
Third Year	16.01	16.53	17.05	17.58
Thereafter	18.41	19.01	19.61	20.21

D.2 Shift Assignments: Auburn shop employees shall be given their preference of starting times based upon first; qualifications and seniority; then second, the needs of the business, relative skills of employees and other bonafide considerations affecting the flow of work through the shop.

D.3 The provisions of Section A.1.4 shall apply to the thereafter wages of this Appendix.

D.4 Employees new to the Employer that have industry experience may be started at a higher Year Rate if the Employer determines that the employee's prior experience is sufficient to justify the higher Year Rate. Employees shall be advised at the time of hire if they are to be given industry experience and a record shall be made of the pre-hire discussion.

D.5 The Employer shall provide training opportunities, by qualifications and ability and if all equal then by seniority, to fill available openings and new positions.



## D.6 PERMANENT REDUCTION IN “APPRENTICE” CLASSIFICATIONS

- D.6.1 Promotion from within shall be recognized as a desirable objective. Accordingly, workers employed in the Classifications of Shop Utility and Greaser/Tiremen shall be recognized as “apprentice” classifications utilized by the Employer for training and promotion opportunities as the need arises.
- D.6.2 The Union and Employer understand the difficulties of a small Employer in training new employees where limited numbers of new employees are available to be hired and retained at lesser skilled classifications. Accordingly, the Employer may permanently reduce its “apprentice” personnel, where the Employer establishes that the effected employee(s) is/are unlikely to master the needs of the Employer to become a Fully Qualified Mechanic.
- D.6.3 When a permanent replacement or layoff in the apprentice work force is anticipated, the employer shall inform the Local Union in writing and shall meet to discuss the impact of the anticipated action. This replacement/layoff shall apply in the “apprentice” classification only and to persons who have not yet achieved the “thereafter” wages of the Greaser classification.
- D.6.4 The Employer shall consider in good faith all proposals by the Local Union to mitigate the impact of the reduction in force, including the possibility of placement of the affected employee(s) in other positions outside of the bargaining unit if they exist and displaced employee(s) are qualified to perform the work.
- D.6.5 Employees currently employed in the Greaser/Tiremen classification shall not be affected by this Section D.6.
- D.7 The Employer shall review the LOU regarding tool allowance for fully qualified mechanics to determine cost of tools, breakage and industry practice as part of the renewal of this Section.

## *APPENDIX E DRUG AND ALCOHOL TESTING PROCEDURE*

### **ALL SIGNATORY TEAMSTERS LOCAL UNIONS**

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While abuse of alcohol and drugs among Teamsters members and Company employees is the exception rather than the rule, the Teamsters Union shares the concern expressed by many over the growth of substance abuse in American society.

In adopting this program, the parties attempted to address ever changing federal legislation and Department of Transportation regulations. The parties have agreed that the Drug & Alcohol Abuse Program will be modified in the event federal legislation or Department of Transportation regulations provide for revised testing methodologies or requirements. The drug testing procedure, agreed to by labor and management, incorporates state-of-the-art employee protections during specimen collection and laboratory testing to protect the innocent.

In order to eliminate the safety risks that result from alcohol or drugs, the parties have agreed to the following procedures:

All the Company employees are covered by the provisions of this Appendix E for probable suspicion testing and for the intoxication limits as set forth herein.

**No employee will operate a motor vehicle while under suspicion of intoxication due to drugs or alcohol. Employees believed to be intoxicated will be provided transportation by the Employer to and from testing and if test results show positive the employee will be transported home by the Employer. The provisions below shall apply.**

#### ***E.1 PROBABLE SUSPICION TESTING***

E.1. In cases in which any employee employed by the Employer is acting in an abnormal manner and a supervisor has probable suspicion to believe that the employee is under the influence of a controlled substance, the Employer may require the employee (in the presence of a Union Shop Steward, if possible) to go to a medical clinic to provide both urine and blood specimens for laboratory testing. The supervisor must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the Employer. Probable suspicion means suspicion based on specific personal observations that the Employer representative can describe concerning the appearance, behavior, speech or breath odor of the employee. The supervisor must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the Shop Steward or other Local Union official after the employee is discharged. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports. If requested, the employee shall sign a consent form authorizing the clinic to withdraw a specimen of blood and/or urine and release the results of the laboratory testing to his/her Employer, but shall not be required to sign any non standard clinic forms.

E.1.2 A refusal to provide either specimen shall constitute a presumption of intoxication and the employee shall be subject to discharge without the receipt of a prior warning letter.

In some cases, the employee may be unable to provide a urine specimen. After a reasonable waiting period (not to exceed one (1) hour), the Employer may terminate the procedure and proceed with laboratory testing based upon blood specimens alone.

- E.1.3 Contractual time limits for disciplinary action, as set forth in this Agreement, shall begin on the day on which specimens are drawn.
- E.1.4 In the event the Employer alleges only that the employee is intoxicated on alcohol and not drugs, the Section E.8.4 procedures of using a clinically recognized breathalyzer test for determining alcohol intoxication shall apply.
- E.1.5 In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein shall be used. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for "alcohol and/or drug intoxication" or time period is extended.

## ***E.2 RANDOM TESTING.***

- E.2.1 Random urine drug testing and breath testing for alcohol shall be implemented only in accordance with the DOT rules (50% rate) for drugs and twenty five (25%) percent rate for alcohol. The method of selection for random testing shall be neutral so that all employees subject to testing will have an equal chance to be randomly selected.
- E.2.2 The term "employees subject to testing" under this Agreement shall be meant to include any employee required to have a DOT physical examination under the Department of Transportation regulations as well as any employee of the Employer. Employees out on long term injury or disability for any reason shall be removed from the random pool.
- E.2.3 The Employer has instituted random testing for drugs and alcohol of all employees not tested pursuant to Section E.2.1. The method of selection for random testing shall be neutral so that all employees subject to testing will have an equal chance to be randomly selected. The testing rate shall not exceed twenty-five percent (25%) for this group.

## ***E.3 NON-SUSPICION-BASED POST-ACCIDENT TESTING***

- E.3.1 Non-suspicion-based post-accident testing is defined as DOT required testing as a result of an accident reportable to DOT when the driver is issued a citation for a moving traffic violation arising from the accident. DOT required testing shall be required after accidents under the above conditions and drivers shall be required to present themselves for such testing within thirty-two (32) hours after the accident or as otherwise required by DOT regulations. Post accident testing may be applied to both DOT and non DOT employees where the equipment of the Employer is involved in an accident.
- E.3.2 An accident reportable to DOT shall be defined by DOT regulations.

- E.3.3 The driver or employee has the responsibility to make himself available for DOT required, or accident related testing within the thirty-two (32) hour period in accordance with the procedures outlined in this Section. The driver shall be responsible to notify the Employer upon receipt of a citation and to note receipt thereof on the accident report. Failure to so notify the Employer shall subject the driver to disciplinary action.
- E.3.4 The Employer is responsible for advising the driver as soon as possible, if the accident is DOT-reportable or not. The Employer shall make available an appropriate testing kit and an appropriate collection site for the driver to provide specimens.

#### ***E.4 CHAIN OF POSSESSION PROCEDURES.***

- E.4.1 At the time specimens are collected for required testing, the employee shall be given a copy of the specimen collection procedures. The specimens must be immediately sealed, labeled and initialed by the employee to ensure that the specimens tested by the laboratory are those of the employee. The required procedure is as follows:
- E.4.2 For probable suspicion testing, blood should be drawn first. The blood specimen shall be taken promptly with as little delay as possible. Immediately after the specimens are drawn, the individual test tubes shall, in the presence of the employee, be sealed, labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial same. The specimens shall be placed in the transportation container after being drawn. The container shall be sealed in the employee's presence and the employee given an opportunity to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the soonest normal business day by air courier or other fastest available method.
- E.4.3 Where urine specimens are to be provided, at least sixty (60) ml of specimen shall be collected in total and placed in two (2) self-sealing, screw-capped containers. They shall be sealed, labeled and initialed by the employee without the containers leaving the employee's presence. The employee shall be obligated to identify each specimen and initial same. The specimens must be immediately sealed in a transportation container which is again initialed by the employee, and sent via air courier or other fastest available means to the designated testing laboratory.
- E.4.4 In the urine collection procedure, urine shall be obtained directly in a wide-mouthed "clinic" specimen container, which shall remain in full view of the employee until transferred to, and sealed and initialed in, the two (2) tamper-resistant urine bottles in the kit. At the employee's request, he may void directly into the two (2) tamper-resistant urine bottles in the kit.
- E.4.5 The Employer has the right to request the clinic personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimens to detect tampering or substitution, provided that the employee's right of privacy is guaranteed, and in no circumstances may observation take place while the employee is producing the urine specimens. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if

the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiological determinations such as creatinine and/or chloride measurements may be performed by the laboratory.

E.4.6 The parties recognize that the key to chain of possession integrity is the immediate labeling and initialing of the specimen in the presence of the tested employee. If each container is received at the laboratory in an undamaged condition with properly sealed, labeled and initialed specimens, as certified by that laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.

## ***E.5 DRUG TESTING KITS***

E.5.1 Blood Sample Kits: The content of the blood sample kits shall be as follows:

E.5.1.1 Security seals for sealing and initialing each collection container; and nylon reinforced shipping seals or sealing flaps for securing the exterior of the blood kit.

E.5.1.2 Non-alcohol antiseptic swab (providone-iodine 10%).

E.5.1.3 Holder for evacuated tube and needle.

E.5.1.4 20 gauge x 1.5" multiple sterile pyrogen-free needle.

E.5.1.5 Two (2) sterile evacuated GRAY top blood collection tubes containing 100 mg sodium fluoride and 20 mg potassium oxalate. (Two (2) sterile evacuated blood collection tubes without anticoagulant, preservative or serum separator -- e.g., RED top or DARK BLUE top tubes -- are optional.)

E.5.1.6 Instructions for specimen collection and subject consent form, and chain of possession form.

E.5.2. The chain of possession form in the specimen collection kit shall be completed by the hospital/clinic personnel during specimen collection and returned to the kit with the blood specimens before sealing the entire kit. The exterior of the collection kit must then be secured (e.g., by placing the nylon-reinforced shipping seals over the outlined tab areas, or sealing the flaps if so provided). If possible, have the employee initial the "nylon" seals or flaps.

E.5.3 Urine Collection Kits: Where the Employer requires a urine drug screen, the contents of the urine collection kit shall be as follows:

E.5.3.1 Two (2) screw-capped self sealing tamper-resistant urine collection bottles.

E.5.3.2 Security seals for sealing and initialing the urine bottles.

E.5.3.3 Instructions for urine collection.

- E.5.3.4 Chain of possession form, with space for listing "current" medication(s) - including prescription and non-prescription (e.g., "over-the-counter") medications.
- E.5.3.5 Nylon-reinforced shipping seals or sealing flaps for securing the exterior of the urine kit.
- E.5.3.6 A self-adhesive mailing label and a separate set of nylon-reinforced shipping seals for re-sealing the transportation container, for use in the event that the second (2nd) part of the sample is to be shipped to a different laboratory.
- E.5.4 The chain of possession form in the urine collection kit shall be completed by the clinic personnel and returned to the kit before sealing the entire kit. The exterior of the urine collection kit shall then be secured (e.g., by placing the nylon-reinforced shipping seals over the outlined tab area or sealing the flaps if so provided). If possible, the employee should initial the "nylon" seal or sealing flaps.
- E.5.5 Shrink-wrapped or similarly protected kits shall be used in all instances pertaining to E.4 or alternatively, the employee to be tested shall be given a random choice of the available kits.

## ***E.6 LABORATORY REQUIREMENTS***

- E.6.1 Urine Testing: In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs listed in Section E.8, employing the test methodologies and cutoff levels specified in Section E.8.
- E.6.2 Specimens Retention: All specimens deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained, for identification purposes, at the laboratory for a period of six (6) months.
- E.6.3 Split Sample Procedure: There shall be an optional split sample procedure available to employees in D.O.T. recurrent or other regularly scheduled physical examinations. When a test kit is received by a laboratory, one (1) sealed urine specimen bottle shall be removed immediately for testing. The shipping container with the remaining sealed bottle shall be immediately placed in secure refrigerated storage.
- E.6.4 The employee shall be given two (2) containers for the urine specimen. The two (2) containers must be filled with not less than sixty (60) ml of urine in total and then forwarded to an approved laboratory for testing. If the first (1st) laboratory tests the specimen as positive pursuant to the testing methodology, upon request of the employee within twenty-four (24) hours the second (2nd) urine specimen shall be forwarded by the first (1st) laboratory to another independent and unrelated, approved laboratory of the ~~parties~~ Employer's choice for GCMS confirmatory testing of the presence of the drug. In the event the employee is unavailable and cannot be reasonably reached in the twenty-four (24) hour period referred to herein to request the implementation of the split sample testing process, that process shall be implemented automatically by the Employer. If the second (2nd) test is positive, and the employee wishes to use the rehabilitation options of this Section, the employee shall reimburse the Employer for the cost of the second (2nd) confirmation test before entering the rehabilitation program. If an employee chooses to

have the second (2nd) sample analyzed, he shall at that time execute a special check-off authorization form to insure payment by the employee. If an employee chooses the optional split sample procedure, disciplinary action can only take place after the second (2nd) laboratory confirms the presence of the drug. However, the employee may be taken out of service once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. If the second (2nd) laboratory report is negative, the employee shall be reimbursed for the cost of the second (2nd) test and for all lost time. Should an employee opt for the split sample procedure, contractual time limits on disciplinary action in the Supplements shall be waived.

## ***E.7 LABORATORY ACCREDITATION.***

E.7.1 All laboratories used to perform urine testing pursuant to this Agreement shall be accredited by the National Institute on Drug Abuse (NIDA). Any laboratory which has been previously approved by the parties to this Agreement to perform testing may continue to be used for testing only if they: a) either currently have NIDA accreditation; or b) apply for and receive NIDA accreditation by April 1, 1989.

## ***E.8 LABORATORY TESTING METHODOLOGY***

E.8.1 Urine Testing: The initial testing shall be by immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

E.8.1.1 All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GCMS) techniques. Quantitative GCMS confirmation procedures to determine whether the test is negative or positive for various classes of drugs shall be those contained in the Scientific Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

E.8.1.2 All specimens which test negative on either the initial test or the GCMS confirmation test shall be reported only as negative. Only specimens which test positive on both the initial test and the GCMS confirmation test shall be reported as positive.

E.8.1.3 In reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the GCMS confirmation test, in terms of nanograms per milliliter. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

E.8.2 Blood Testing: In testing blood specimens, the testing laboratory shall analyze blood/serum by using gas chromatography/mass spectrometry as appropriate.



- E.8.2.1 In probable suspicion testing, a "positive" finding for cannabinoids shall be for forensically reported under any of the following results obtained after testing blood specimens by gas chromatography/mass spectrometry.
- E.8.2.2 The blood/serum contains at least two (2) and up to five (5) nanograms THC/ml and at least ten (10) nanograms THC metabolites/ml.
- E.8.2.3 The blood/serum contains at least five (5) or more nanograms THC/ml, regardless of the THC metabolite concentration.
- E.8.2.4 The blood/serum contains twenty (20) or more nanograms THC metabolites/ml, regardless of the THC concentration.
- E.8.2.5 If none of the above blood marijuana findings results are obtained, a "negative" finding shall be reported unless the limits above shall be reduced by the DOT, and in that event the DOT limits shall prevail.
- E.8.2.6 Where other Schedule I and II drugs in blood are detected, the laboratory shall report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate.

E.8.3 Prescriptions and Non-prescription Medications.

- E.8.3.1 The employee shall note, on a form furnished by the ~~Employer~~ Clinic, the use of any prescription or non-prescription medications before any test is given. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician.
- E.8.3.2 If an employee is taking a prescription or non-prescription medication in the appropriate described manner and has noted such use, as provided above, he shall not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

**E.9 ALCOHOL TESTING:**

- E.9.1 All alcohol testing under this Appendix E shall be conducted in accordance with applicable DOT/FHWA regulations. Breath samples shall be collected by a Breath Alcohol Technician (BAT) who shall have successfully completed the necessary training course that is the equivalent of the DOT model course. The training shall be specific to the type of Evidential Breath Testing (EBT) device being used for testing. When this section requires an evaluation it shall be performed and evaluated by a substance abuse professional (SAP)
- E.9.2 Discipline Based on Positive Test Results shall be guided by DOT regulations.

A) Employees who's first test is positive shall be disciplined as follows:

0.020% to 0.039% - Out of service for 24 hours w/o pay and evaluated by SAP  
0.040% to 0.079% - Suspended with out pay for 20 days and evaluated by SAP  
0.080 or above - Discharged

B) Employees who's second test is positive shall be disciplined as follows:

0.020% to 0.039% - Out of service for 20 days w/o pay and evaluated by SAP  
0.040% to 0.079% - Discharged  
0.080 or above - Discharged

C) Employees who's third test is positive shall be disciplined as follows:

0.020% to 0.039% - Discharge  
0.040% to 0.079% - Discharged  
0.080 or above - Discharged

### ***E.10 PROVISIONS AMENDED***

E.10.1 Testing procedures and toxicity levels shall be amended whenever necessary for the Employer to be in compliance with DOT requirements.

E.10.2 It shall not be a violation of this Agreement for the Employer to adopt alternative testing methods such as saliva swabs, hair sample etc. should such methods and procedures be approved by DOT and if adopted by the Employer shall apply to all employees tested.

### ***E.11 LEAVE OF ABSENCE PRIOR TO TESTING.***

E.11.1 An employee shall be permitted to take leave of absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

E.11.2 Such leave of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement or Supplements thereto except continued accrual of seniority, nor does this provision amend or alter the disciplinary provision.

E.11.3 Employees requesting to return to work from a leave of absence for drug use or alcoholism shall be required to submit to testing as provided for in Section E.11.3 below. Failure to do so shall subject the employee to discipline including discharge without the receipt of a prior warning letter.

E.11.4 The provision of this Section shall not apply to probationary employees.

### ***E.12 DISCIPLINARY ACTION BASED ON POSITIVE TESTING RESULTS***

- E.12.1 The Employer may take disciplinary action based on the test results as follows:
- E.12.2 If a laboratory, following the procedures described in Sections E.5 and E.7, reports that a urine test is positive in a DOT required, Employer required random, post accident test or a test based on probable suspicion the employee shall be subject to discharge.
- E.12.3 If a laboratory, following the procedures described in Sections E.5 and E.7, report that a blood test is positive in any probable suspicion test, the employee shall be subject to discharge.
- E.12.4 If any test results show a blood alcohol concentration equal to or above 0.04, the employee shall be subject to discharge.

### ***E.13 RETURN TO EMPLOYMENT AFTER A POSITIVE TEST***

- E.13.1 Any employee testing positive for drugs or alcohol in a DOT required or suspicion based test, thereby subjecting the employee to discipline, he/she may be granted reinstatement by the Employer on a one (1) time basis if the employee successfully completes a program of evaluation, and if necessary, treatment as approved by the applicable Health and Welfare Fund and the Employer.

Any cost of rehabilitation, over and above that paid for by the applicable Health and Welfare Fund must be borne by the employee.

- E.13.2 While undergoing treatment, the employee shall not receive any of the benefits provided by this Agreement or Supplements thereto except continued accrual of seniority if granted.
- E.13.3 Upon being reinstated, the employee shall be subject to three (3) additional tests for drugs without prior notice, with two (2) tests to occur within six (6) months of the employee's return to employment, and the third (3rd) test to occur within six (6) to twelve (12) months after the employee's return to employment and such additional tests as the Employer may require. A positive test result as set forth in Section E.10 above or a refusal to submit to testing shall result in discharge without the receipt of a prior warning letter.

### ***E.14 MISCELLANEOUS***

- E.14.1 Article 15.0 Grievance Procedure shall prevail for disputes regarding this procedure.
- E.14.2 In the event of D.O.T. imposed national standards, the D.O.T. standards in conflict with this procedure shall prevail and this procedure shall automatically be so amended. Only final regulations of D.O.T. not being challenged in court shall be applied pursuant to this Section.

E.14.3 In the event Federal Regulations and/or court decisions or interpretations create new requirements or permit new testing methods, such requirements and/or methods may be applied by the Employer and the Employer shall replace the pertinent provisions herein.

## *APPENDIX F – CDL Driver Training*

### **ALL SIGNATORY TEAMSTERS LOCAL UNIONS**

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- F.1 The Employer has developed and offers to its non-CDL employees a CDL driver training program at its operations where the Employer determines it is practical to offer such training and there is a need for CDL drivers within the Company. This program is open to all interested and qualified employees regardless of the employee's classification under this agreement. The stated goals of the program are to afford qualified employees an opportunity to obtain a CDL license and to become qualified to operate the Employer's equipment. The Employer reserves the right to amend the program as needed.
- F.2 Employees who wish to take advantage of the CDL training shall:
- a. Signup on the appropriate signup sheet indicating they have an interest in the program.
  - b. Complete all paperwork and prerequisites that are part of the program including the application process.
  - c. Sign the "Driver Training Agreement" which requires a commitment to continued employment with the Employer for up to three (3) years after completion of the program as well as setting out the mutual obligations of the Employer and employee regarding the training program.
  - d. Receive training "off the clock" and on the employee's time using Employer provided equipment and instructors at no charge to the employee.
- F.3 The Employer shall employ a uniform selection process among applicants based upon the following factors:
- a. DMV record of applicant.
  - b. Recommendation of supervisor using a uniform checklist of applicant skills, qualifications, aptitude and abilities.
  - c. Personal interview to establish interest in continued employment with Oak Harbor, prospects for successful completion of the program, personality suitable for the position of Driver/Sales at Oak Harbor.
  - d. Length of service (Company seniority) with Oak Harbor.
- F.4 The Employer retains the right to select the best applicants for the limited training slots available and to determine when a student has completed training, meets its standards and is a qualified driver for Oak Harbor, and such completion of the program has been documented with a final road test with an Oak Harbor Safety Supervisor following the completion of the state-required road skills test. The successful employee shall serve a sixty (60) day trial period as a qualified driver and shall be added to the P&D seniority list in accordance with Article 4.0. Employees must meet the hiring standards of Oak Harbor for new drivers or shall not become a driver for Oak Harbor even if they obtain a CDL license. If an employee completes the training and is not added to the driver seniority list he/she shall be relieved of any obligation to remain employed with the Employer.

- F.5 An employee with three (3) or more years of company service who's request for training is denied the opportunity to enter the driver training program may request a review of their case from the Oak Harbor Recruitment and Safety Manager (RSM). Upon such a request the RSM shall contact the requesting employee and shall review the circumstances with that employee and if the employee is not satisfied the employee may request that the RSM conduct a detailed review of the matter. Should a detailed review be requested the following procedure shall be used:
- a. The RSM shall conduct a meeting at the affected Terminal where the shop steward for drivers, a senior P&D driver and the Terminal Manager shall be invited to attend with the RSM. This "committee" of four (4) shall review the facts regarding the denial of an employee's request for training. The requesting employee and the local driver trainer shall make their positions known to the committee.
  - b. The review committee must be able to determine the outcome of the process based on facts only using the standard procedure for trainee selection.
  - c. The review committee shall answer the following questions using the documents in F.2 and F.3: 1) Was the procedure followed in accepting the request of other employees admitted to the program? 2) Was the procedure followed in rejecting the request of the affected employee? 3) Was there any bias (i.e., conflict of interest, demonstrated favoritism, etc.) in filling available training slots?
  - d. In the event the review committee cannot agree to a decision regarding the request for review, the employee may request the Local Union to take the matter up with the Employer's Labor Relations Representative for a final review. The employee shall be advised of the outcome of that final review as promptly as possible prior to the beginning of classes.

**APPENDIX G - VACATION DETAILS BY TERMINAL**

**ALL SIGNATORY TEAMSTERS LOCAL UNIONS**

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The below listed minimum number of employees to be permitted off for observance of vacation and floating holiday includes employees scheduled off for full weeks of vacation and one day vacation and scheduled floating holiday observance. The stated number is only the minimum and the Employer may permit more employees off than the stated number whenever business permits. Section 9.04 shall apply in vacation selection by employees except as otherwise provided below for each Local Union.

**Hub Terminals:**

Local 81: Minimum off at any one time 5. Beginning January, 2000 seven (7) - Except that the weeks of July 4, Thanksgiving, and the last week of June and September may have a minimum of 4. Upon Ratification in 2005, Except that the weeks of July 4, Thanksgiving, and the last week of June and September may have a minimum of 4, there shall be ten (10) as follows – 5 P&D, 3 Utility, 2 Line.

Local 174: Minimum off at any one time 7 (Upon ratification in 2005 eight 8) - Except that the weeks of July 4, Thanksgiving, and the last week of June and September may have a minimum of 4.

Local 763: Office: Employees shall continue to select vacations in accordance with past practice. Shop: Minimum off at any one time 1.

**Distribution Terminals:**

~~Local 174: Everett Terminal  
Minimum off at any one time 1~~

Local 690:  
Minimum off at any one time 1

Local 231:  
~~Bellingham: Minimum off at any one time 1~~  
Burlington: Minimum off at one time 1

Local 760:  
Wenatchee: Minimum off at any time 1;  
~~Moses Lake: Minimum off at any time 1~~  
Yakama: Minimum off at any one time 2  
per local agreement

Local 252:  
Minimum off at any one time 1

Local 839:  
Minimum off at any one time 1

Local 483:  
Minimum off at any one time 1

Local 962:  
Medford: Minimum off at any one time 1

Local 589:  
Minimum off at any one time 1

Distribution terminals will establish weeks of restricted vacation on a local basis for the weeks of 4<sup>th</sup> of July and Thanksgiving.



## **Oak Harbor Freight Lines, Inc. Attendance Policy**

*Attendance and punctuality are important parts of an employee's performance and is an essential element of each Oak Harbor Job. Failure to report to work regularly and promptly not only disrupts your work, but also interferes with co-workers with whom you share interrelated job functions. Each employee performs an important set of tasks. All employees are vital units of the Company Team in achieving success of our organization.*

*Employees are expected to be at their workstations (i.e. vehicles, desk, office, dock) at the scheduled starting time. Absenteeism and tardiness are subject to progressive disciplinary actions as outlined in this policy. Our objective is to treat all absenteeism and tardiness uniformly. For this reason, we have established the following guidelines.*

### **Attendance Guidelines:**

*In the interest of fairness to our employees, we have structured the policy around 'Occurrences' rather than allowing for subjective judgment as to whether an absence is excusable or inexcusable. This allows for equal consistent treatment of all employees regardless of circumstances and insures our emphasis is on accomplishing the mission for our customers.*

### **Occurrences (Unscheduled Time Off) is defined as follows:**

*Employee unscheduled absences are disruptive to the smooth operations of the Company's service to the customers. Unscheduled absences cause a dislocation of work forcing working employees to "pick up the slack" caused by employees taking an unscheduled absence. Repeated unscheduled absences are unfair to working employees, to the Company and reduce service reliability to our customers. Arriving late is an unscheduled absence as it is equally disruptive to operations.*

*Attendance reliability is an accounting of the occurrences (unscheduled absences) of Company employees. An employee is charged with an Occurrence (unscheduled absence) whenever the employee does not report for work as scheduled.*

### **Occurrence (Unscheduled absences) Calculation:**

- 1 Occurrence-Any one-day absence that was not a prescheduled day off.
- 1 Occurrence-Any 2 tardies (Consisting of 3 minutes or more late). Habitually being 3 minutes late will also lead to discipline.
- ½ Occurrence-Any day where worked 4 hours or less and your schedule requires you to work 8.

### **Example:**

- *An employee suffers a broken leg and is off work 10 days to get repaired. One occurrence is charged as the next 9 days are scheduled off because the Company knows the employee can't work.*
- *An employee calls in 'Sick' on 5 different days. The employee is charged with 5 occurrences, as none of the days were scheduled days off or preauthorized days off.*
- *An employee schedules or has pre-authorization to take a day off for personal business using his a vacation day or personal day. This employee is not charged with an occurrence.*

***Measurement:***

*The measurement time will be a "rolling" nine (9) month period. This means that an employee's absence record will be measured backwards nine (9) months from the date of the most current absence. For example, if an employee is absent on February 2, 2003, and then again on November 3, 2003, the 2/2/2003 is now more than nine (9) months old and therefore "rolls off" the nine (9) month period.*

***An employee will be counseled as follows:***

*Employees who accumulate occurrences (resulting from Unscheduled absences) will be deemed to have unreliable attendance and be subject to discipline. Employees who continue to have unreliable attendance will be subject to discipline and termination.*

- *3rd Occurrence- Verbal warning with written documentation*
- *4<sup>th</sup> Occurrence- The manager/supervisor will issue a formal written warning*
- *5th Occurrence- The manager/supervisor will issue a suspension*
- *6th Occurrence- The employee will be terminated (when agreed by manager)*

*(the above are for occurrences all within a rolling nine (9) month period)*

***Non Occurrences (Scheduled Time off)***

- *Family and Medical Leave*
- *Worker's Comp Injury*
- *Approved Personal Leave*
- *Military Leave*
- *Approved Funeral Leave*
- *Jury Duty*
- *Vacation Days*
- *Holidays*
- *Personal Holidays*
- *Authorized Time off for union Activity*
- *Absence due to authorized terminal, department, or job shutdown*

All of the above should be 'scheduled' with the employee's supervisor prior to the absence occurring.

### **Call in Procedure:**

Employees must report absences to their supervisor two (2) hours prior to the start of their scheduled work time, (Supervisor will be appointed by the terminal). In no event will a call of less than one (1) hour be acceptable.

### **No Call/No Show**

A "No Call" or "No Show" by an employee will result in corrective action up to and including termination of employment. The Company will consider a 'No Call" or "No Show' job abandonment. A "No Call" will not be paid for any reason except for a death in the immediate family or unanticipated hospitalization of the employee or immediate family member.

### **Tardiness**

Arriving to work late will be recorded as ½ occurrence. Three (3) minutes late from an employee's scheduled work time will constitute a tardy. Two such late arrivals will be one occurrence.

### **New Hires**

All new hires must demonstrate attendance reliability to retain their position.

### **Termination**

Once an employee has reached the sixth (6<sup>th</sup>) Occurrence, their manager will make the final decision to be terminated according to the Company's disciplinary policy.

### **FMLA**

Company policy requires that while you are on FMLA, you will use all accrued paid time off prior to taking unpaid leave, ~~Time Loss Benefits~~, vacation time and then personal holiday.

FMLA will run concurrent with Workman's Comp. ~~Time Loss and any other paid time off~~. If you are being paid for time loss, by your workman's Comp Insurance Company you will not be required to use your Employer provided benefits.

### **Washington Family Care State Leave Laws**

~~If an employee calls in to say their child is sick,~~ To the extent allowed by law, employees they may ask for a vacation day, but the day will still be counted as an occurrence because it was unscheduled; provided however, unlike a normal vacation request an employee will need to make those arrangement forty-eight (48) hours prior to requested time off for the absence to be a scheduled absence and not to be considered an occurrence.

***LETTER OF UNDERSTANDING I***

**Between  
OAK HARBOR FREIGHT LINES, INC.  
and  
ALL SIGNATORY TEAMSTERS LOCAL UNIONS**

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The Employer and the Union have negotiated certain job classifications within this Labor Agreement that were not contained within prior Labor Agreements. These new job classifications only reflect a new method of recording the historic work duties assigned to certain specific persons within the bargaining unit. Effective November 01, 2004, these classifications shall replace the practices described in the historic Letter of Understanding dated March 28, 2000, as well as all other similar Letters of Understanding which hereafter shall no longer have any force and effect.

The new job classifications recognized as part of the bargaining unit are:

- Dock Lead
- Dispatcher
- Dock Supervisor
- Such other classifications agreed to by the Employer and the Union in supplemental documents upon acceptance by the Western Conference of Teamsters Pension Trust of such supplemental documents.

Persons in each of these classifications shall be recognized as members of the bargaining unit. For each of the above-listed classifications there is a similar, but not identical position that is not within the bargaining unit. (e.g., for Dispatcher there is a non-unit position of Line Dispatcher and/or Dispatch Supervisor). The parties recognize that the meaningful distinction between the bargaining unit classifications and their non-bargaining unit counterparts is of importance to the Western Conference of Teamsters Pension Trust Fund, and that the proper distinction between and recordation of the characteristics of these positions will affect the Trust's acceptance of this Labor Agreement. Therefore, for each of the above-listed classifications the following characteristics shall exist, which shall not exist for the corresponding non-bargaining unit counterparts:

- The above-listed bargaining unit classifications shall have a classification title distinguishably different from that of their non-bargaining unit counterparts.
- Persons occupying any one of the above-listed bargaining unit classifications shall be compensated on a weekly payroll basis; provided however, this requirement shall not preclude the use of Fair Labor Standards Act provisions wherein compensation is the same each week even though the work hours of such person may vary.

- The above-listed bargaining unit classifications shall be carried in the records of the Employer with a separate and distinct payroll code that differs from that of the non-bargaining unit counterparts.
- The job descriptions for the above-listed bargaining unit classifications shall be distinguished from their non-bargaining unit counterparts by the above-listed bargaining unit classifications' ability to perform bargaining unit work. The job descriptions for the above-listed bargaining unit classifications and their non-bargaining unit counterparts shall be made available to the Western Conference of Teamsters Pension Trust for review.

Within thirty (30) days after ratification of the Labor Agreement, all persons presently filling the above-listed bargaining unit classifications and their non-bargaining unit counterparts shall make a written election on a form approved by the Employer, the Union, and the Western Conference of Teamsters Pension Trust to fill available bargaining unit classifications or non-bargaining unit positions. This election shall be a one-time event and shall be final and binding. Persons who elect bargaining unit classification status shall have contributions paid into the Western Conference of Teamsters Pension Trust in accordance with the terms of this Labor Agreement. Persons who elect non-bargaining unit status shall have contributions paid into the Employer's pension plan.

Except for the election noted above, it shall not be the intent of the parties for individuals to move between the bargaining unit classifications and their non-bargaining unit counterpart positions; although, natural (as contrasted with "churning") promotion or return to bargaining unit work shall not be precluded.

Without modification to the distinguishing characteristics enumerated above, each Local union agrees that bargaining unit supervisors, lead men and/or dispatchers shall be free of discrimination for performance of management activities. The Employer agrees that bargaining unit supervisors, lead men and/or dispatchers shall be free of discrimination for lawful Union activities.

## ***LETTER OF UNDERSTANDING II***

**Between**  
**OAK HARBOR FREIGHT LINES, INC.**  
**and**  
**ALL SIGNATORY TEAMSTERS LOCAL UNIONS**

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In Re: Mileage rates and inclusion of overtime: after forty (40) hours in a week.

The parties acknowledge that the rate for: hourly, loading/unloading, chain-up, mileage and other compensation in this Agreement, are a composite rate based on the maximum D.O.T. allowable hours per week (i.e.: sixty (60) hours in five (5) days or seventy (70) hours in six (6) days). The parties confirm that the composite rate is made up of a base rate per unit for units in the first forty (40) hours of work and time and one-half (1 1/2) for units in the next twenty (20) or thirty (30) hours as the case may be, all divided by the total, or projected, units of work during the work week. It is the intent of the parties that the composite rates in this Agreement and those in the prior Agreement meet or exceed the requirements of any rule of law requiring the payment of overtime after forty (40) hours in a work week.

### Calculation Methods

The agreed upon hours of work shall be sixty (60) hours per week. The composite rate shall be based on the straight time rate above for the first forty (40) hours and the overtime rate above for the next twenty (20) hours. The composite rate is the combination of the straight time rate per unit times the projected units accomplished during the first forty (40) hours plus the overtime rate per unit times the projected units accomplished in hours beyond forty (40) in the same week and divided by the total units projected to be accomplished during the week.

The Employer may not reduce the composite rate for any employee who does not actually perform a full sixty (60) hours of service but such employee shall be paid at the same composite rate as stipulated in this Letter of Understanding. Compliance with the forgoing prohibition against reductions of the composite rate shall not be deemed an increase in the straight time rate but an increase in the overtime rate for any such week.

The calculations used to arrive at composite rates for mileage work do not relate to any other rate in the Labor Agreement. The composite rates above, and their calculation, are for compensation per unit and apply only to such historic or agreed to "mileage" operations of the Employer and do not relate to or derive from any other type of operation or system of compensation of the Employer. Each system of compensation described in each Section of Appendix B operates on its own and are not interrelated in any way.

The parties intend this Agreement to be in compliance with the Washington Department of Labor and Industries rules and regulations.

This Letter of Understanding modifies and clarifies the basic 1988-1992, 1992-1996, 1996-1999, ~~and~~ 2004 - 2007 [and the current](#) Labor Agreements.

***LETTER OF UNDERSTANDING III***

**Between  
OAK HARBOR FREIGHT LINES, INC.  
and  
ALL SIGNATORY TEAMSTERS LOCAL UNIONS**

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In Re: Additional agreements to be a part of the 1996-1999 Labor Agreement.

The parties to the Agreement wish to memorialize certain agreements made during negotiations which constitute additional provisions of the Labor Agreement although not contained therein.

9.01.4 Employees who have acquired seniority prior to or on the date of ratification, (September 22, 1996) shall continue to receive or become eligible for a fifth (5th) week of vacation, as provided in the 1992-1996 terminated contract.

Appendices A, B, C and D:

The parties acknowledge the Employer's practice of establishing incentive programs for employees. This Agreement provides for "minimums" and does not preclude the continuation, modification, or elimination, of existing programs or the introduction, modification, or subsequent discontinuance, of new incentive programs. There is no duty to bargain regarding these programs.

This will confirm that this letter will continue during the term of this ~~2004-2007~~ Agreement.



~~LETTER OF UNDERSTANDING IV~~

~~Between~~

~~OAK HARBOR FREIGHT LINES, INC.~~

~~and~~

~~TEAMSTERS LOCAL 81 and 174~~

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~~In Re: Additional agreements to be a part of the 2004-2007 Labor Agreement—Work on scheduled day off.~~

~~The Employer and Union have agreed that at the Auburn and Portland facility there shall be a work rule regarding the allocation of hours between regular employees (P&D or Utility A) at overtime and Class B Utility or Casual employees at straight-time. For purposes of this LOU IV only Utility/Non-CDL Class A are regular employees within their classification of work. All work opportunities (straight-time or overtime) shall be by classification.~~

~~1. The Employer will post a sign-up sheet to be used by regular employees desiring to work at overtime on a day they are scheduled off work according to their bid. Employees that sign up are making a commitment to work if called.~~

~~2. The Employer may work unlimited regular employees at straight-time under an alternate work week or at overtime.~~

~~3. Utility B (or casuals) may be called to work to replace absent employees with a bid or for work that is needed above the number of bids for that day, however, the employee to be called next after two Utility B or casuals will be a regular employee at overtime whenever names remain on the sign-up sheet for the day in question, and likewise for each successive additional group of three employees called to work. Regular employees will be called by classification and then by seniority from the sign-up list. Unlimited Utility B may be used once the list is exhausted of regular employees wishing to work on their day off.~~

~~This Letter of Understanding clarifies the basic 2004—2007 Labor Agreement as it applies to the Auburn and Portland Terminal.~~



~~LETTER OF UNDERSTANDING V~~

~~Between  
OAK HARBOR FREIGHT LINES, INC.~~

~~and~~

~~Local Unions 81, 231, 378, 524, 589, 690, 741, 760, 763 839 and 962~~

~~In Re: Monthly Profit Sharing:~~

- ~~1. In addition to all other contractual compensation to employees all regular fulltime employees on the seniority list for the month in question and who remain employed at the time of payment shall be paid a Profit Sharing Amount as herein provided.~~
- ~~2. Profit Sharing for eligible employees will be paid to all regular fulltime employees not in a managers profit sharing plan and who work during the reported month. O. R. is the ratio the Company customarily reports as calculated in the customary way. Payments will be monthly as soon as the payment and eligibility is determined. This is a profit sharing plan like the one we had in 1992.~~

<del>O. R.</del>	<del>Payment</del>	
<del>.94</del>	<del>\$50.00</del>	<del>(29¢ /hr)</del>
<del>.92</del>	<del>\$75.00</del>	<del>(43¢ /hr)</del>
<del>.90</del>	<del>\$100.00</del>	<del>(58¢ /hr)</del>
<del>.88</del>	<del>\$125.00</del>	<del>(72¢ /hr)</del>
<del>.86</del>	<del>\$175.00</del>	<del>(\$1.00/hr)</del>
<del>.84</del>	<del>\$225.00</del>	<del>(\$1.30/hr)</del>
<del>.82</del>	<del>\$275.00</del>	<del>(\$1.59/hr)</del>

~~LETTER OF UNDERSTANDING VI~~

~~by and between~~

~~Oak Harbor Freight Lines~~

~~And~~

~~Teamster Local No. 760~~

~~Affiliated with the International Brotherhood of Teamsters~~

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~~Re: Understanding Wenatchee Office Technician~~

~~The Union has claimed to represent Wenatchee office personnel classified as "Office Technician"~~

~~The Employer has investigated the claim of the Union and has good faith reason to believe the affected employee desires the Union to represent her.~~

~~The Union has demanded the Employer resolve the matter of wages, hours and conditions of employment for employees employed as Office Technician.~~

~~The Parties wish to resolve the matter in order and avoid adverse impact on Wenatchee Office operations.~~

~~NOW THEREFORE IT IS AGREED:~~

~~1. Effective with hours compensated on and after January 1, 2002 Office Technicians shall be covered by the that Collective Bargaining Agreement by and between Oak Harbor Freight Lines and Various Teamster Local Unions which is effective for a duration from November 1999 through October 2004 ("CBA"). No other office worker classification shall be~~

~~covered by the CBA. The incidental performance of work similar to that of the Office Technicians shall be permitted pursuant to Article 2 §2.02 and sequential.~~

~~2. Office Technicians shall be paid pursuant to Appendix C of the CBA and shall be a Group I classification in recognition of the local economy.~~

~~3. Office Technicians shall be responsible as a "key operator" of the Company's computerized office systems and shall assure their smooth operation. This classification is not an "office Clerical" position but requires enhanced computerization capabilities distinct from normal office duties of the Company. Office Technicians may perform other duties as assigned but shall at all times remain unit employees for all hours compensated by the Company.~~

~~4. The Parties agree that there are no grievances or other issues requiring resolution as of the date of signing this Letter of Understanding VI ("LOU VI").~~

~~5. The application of the CBA shall be as follows:~~

~~5.1. Article 4.0 rights shall commence as of the original date of hire.~~

~~5.2. Articles 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 shall be effective as of the date of signing but shall properly account for Article 4.0 rights for all "longevity" related benefits.~~

~~5.3. Article 17.0 shall be effective with hours compensated in August payable in September, 2002.~~

~~5.4. Article 18.0 shall be effective with all hours compensated on and after January 1, 2002 and shall be payable for August, 2002 compensable hours in September and for all prior compensable hours as promptly as billing and accounting reasonably allows.~~

~~5.5. Articles 19.0 through 24.0 shall be effective upon the date of signing.~~

~~6. The Union and affected employees recognize and agree that all employees covered by this LOU VI shall not be covered by the Company provided benefit programs where such programs are provided under this LOU VI. Specifically it is agreed that employees shall not participate in the Company Retirement Profit Sharing Plan or Company Health and Welfare Plan(s) for any period where contribution is owed by the Company pursuant to Articles 17 and 18 of the CBA. The Union warrants that unit employees have made an informed choice and are aware they will not continue to participate in Company Plans~~

~~7. Any dispute regarding the application or interpretation of this LOU VI shall be referred to the Grievance Procedure as provided in Article 15 of the CBA.~~

~~8. As of the Date of Signing there is one Office Technicians Ms. Theresa Martin.~~

~~Having resolved all matters applicable to the recognition of the Union for employees employed as Office Technicians and having agreed to the terms and conditions of continued employment this LOU VI is;~~

~~SIGNED on the date indicated below to be effective as provided hereinabove.~~

**FOR THE EMPLOYER:**

**FOR THE LOCAL UNION:**

~~OAK HARBOR FREIGHT LINES, INC.~~

~~TEAMSTERS LOCAL 760~~

By: \_\_\_\_\_  
\_\_\_\_\_  
—BRAUN CONSULTING GROUP

By: \_\_\_\_\_  
\_\_\_\_\_  
—John Parks, Secretary/Treasurer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERSTANDING VII**

**Between  
OAK HARBOR FREIGHT LINES, INC.  
and  
Local Union 81**

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In Re: Seniority of employees completing the Company Driver Training Program.

Pursuant to discussions during the negotiations in 2004/2005 the Employer agrees that upon thirty (30) days notice from Local 81 the Portland P&D Seniority List shall be converted from an “end-tail” system to a “dove-tail” system with respect to all employees who have, or who do, successfully completed the Company’s CDL Driver Training Program set out in Appendix F of this Agreement, probation as a driver and has been added to the Regular Seniority List. Seniority for such drivers shall be the same date as the seniority date they held as a non-driver.

The Union agrees to defend and hold the Employer harmless from any consequences whatsoever resulting from the Employer taking the action described in this Letter of Understanding VII at the request of the Union.

**FOR THE EMPLOYER:**

OAK HARBOR FREIGHT LINES, INC.

By: \_\_\_\_\_  
BRAUN CONSULTING GROUP

Date: \_\_\_\_\_

**FOR THE LOCAL UNION:**

TEAMSTERS LOCAL 81

By: \_\_\_\_\_  
Jeff Harum, Secretary/Treasurer

Date: \_\_\_\_\_