

**Teamster Local No. 243  
Metro Detroit**

**and**

**United Parcel Service  
Supplemental Agreement**

**to the**

**NATIONAL MASTER  
UNITED PARCEL SERVICE  
AGREEMENT**

**For The Period August 1, 2013  
through July 31, 2018**



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## ARTICLE 1 - SCHEDULE OF WAGES

<u>CLASSIFICATION</u>	<u>8-1-13</u>	<u>8-1-14</u>	<u>8-1-15</u>	<u>8-1-16</u>	<u>2-1-17</u>	<u>8-1-17</u>	<u>2-1-18</u>
Pickup & Delivery Drivers	\$33.17	\$33.87	\$34.57	\$34.97	\$35.37	\$35.87	\$36.37
Tractor-Trailer Drivers	\$33.17	\$33.87	\$34.57	\$34.97	\$35.37	\$35.87	\$36.37
Tractor-Trailer Dr-Double Bottoms	\$33.62	\$34.32	\$35.02	\$35.42	\$35.82	\$36.32	\$36.82
Tractor-Tr Dr-Db Btm 40's & Trains	\$33.97	\$34.67	\$35.37	\$35.77	\$36.17	\$36.67	\$37.17
Full-Time Sorters	\$33.17	\$33.87	\$34.57	\$34.97	\$35.37	\$35.87	\$36.37
Full-Time Preloaders	\$33.17	\$33.87	\$34.57	\$34.97	\$35.37	\$35.87	\$36.37
All other Full-time Inside Employees, Loaders, Unloaders, Clerks, except Article 22.3 combination employees	\$31.38	\$32.08	\$32.78	\$33.18	\$33.58	\$34.08	\$34.58
DIC Clerks	\$31.38	\$32.08	\$32.78	\$33.18	\$33.58	\$34.08	\$34.58
Full-Time General Office Clerks	\$30.98	\$31.68	\$32.38	\$32.78	\$33.18	\$33.68	\$34.18

**NOTE:** Cost of Living see Article 33, National Master Agreement.

**NOTE:** Part-time rates are listed under Article 22, Section 5 of the National Master Agreement.

# **NATIONAL MASTER**

## **ARTICLE 2 UNION SHOP AND DUES**

**SECTION 1.** The Employer agrees to deduct one (1) month's dues from all seasonal employees and vacation replacements for each month worked, or portion thereof. These deductions will be remitted to the Local Union with the regular monthly checkoffs.

**SECTION 2.** If alternative methods become available during the term of this Agreement enabling the Employer to deduct the cost of supplemental health care benefits sponsored by the Local Union, the Employer agrees to meet and discuss these options with the Local Union.

## **CENTRAL REGION SUPPLEMENT**

### **ARTICLE 3 - SENIORITY FULL-TIME EMPLOYEES**

#### **SECTION 1. - JOB TRANSFER**

After full-time employees obtain a minimum of six (6) months center seniority, the Employer will acknowledge, by seniority, employees' requests for voluntary transfers from the center in which they are employed to fill a new or vacant job in another center. This procedure will be utilized in conjunction with the job selection procedure outlined in Article 3, Sections 8 and 10 of the Central Region Supplement.

- 1<sup>st</sup> Opening – Transfer
- 2<sup>nd</sup> Opening – Part Time
- 3<sup>rd</sup> Opening – Part Time
- 4<sup>th</sup> Opening – Part Time
- 5<sup>th</sup> Opening – Part Time
- 6<sup>th</sup> Opening – Part Time
- 7<sup>th</sup> Opening – Part Time
- 8<sup>th</sup> Opening – Outside Hire

When such requests for voluntary transfers are granted, the employee shall go to the bottom of the seniority list for a period of one (1) year and shall have the right of job opportunity only in accordance with his seniority at such center. However, he/she shall exercise his/her Company seniority for layoff purposes and all other contract benefits. After one (1) year, his/her seniority date shall be dove-tailed.

Transfer requests must be submitted in writing. If an employee's request for transfer to an unfamiliar job is granted, he/she shall have thirty (30) working days to qualify for the job. No transfer will become effective during November and December. After an employee's request has been honored, the employee will not be eligible to transfer for a period of one (1) year.

## **SECTION 2. - JOB OPENINGS**

A 22.2 and 22.3 full-time employee shall be allowed to fill a six for one (6 for 1) opening by seniority before it is offered to part-time employees.

## **SECTION 3. - JOB OPENINGS**

Newly created and/or vacancies in 22.2 and 22.3 jobs will be open to classification first per Article 38 using only full-time seniority. If not filled, the job will be open to all full-time and part-time employees within the building and awarded using a combination of full-time seniority and 50% of part-time seniority date, (i.e. employee has eleven (11) years seniority, the part-time employee would receive five and one half (5 ½) years of seniority.

## **SECTION 4.**

The following is in reference to Article 11 - Section 4. In the event the shifter/spotter is not on the Employer's property during the scheduled shifting hours of work a qualified part-time employee may perform such duties in accordance with the following:

1. The work will be offered to qualified full-time employees that are present at the time the trailer must be spotted.
2. In lieu of utilizing a supervisor or non-bargaining unit employee, the Employer may use a qualified part-time employee to spot

trailers on the confines of the property, until a full-time employee is present.

3. The employee performing this work full-time or part-time will receive the start rate of pay for the package car classification of work for time spent shifting. An employee above the start rate of pay shall not have their rate of pay reduced while performing this work.

4. This provision shall not be used at Livonia or Madison Heights.

5. No full-time shifting position will be affected as a result of this provision. This provision cannot be used to avoid creating full-time shifting positions, nor will it be utilized to create a part-time shifter position.

6. This position may not be used for vacation replacements, option day replacements, for holidays or other paid time off.

## **SECTION 5. FULL-TIME SATURDAY AIR**

When there is a need to post the full-time Saturday Air work list, it shall be posted on Tuesday and taken down on Thursday night each week. Employees who sign the list for Saturday Air work will be scheduled by seniority on Friday. Any employee who makes themselves available after Thursday shall be placed at the bottom of the list and only worked if needed.

## **FEEDERS**

### **SECTION 1. TRANSFERS**

Feeder employees who are interested in transferring to another Building in Local 243's jurisdiction shall notify the Employer in writing.

To qualify for transfer, an employee must have one (1) year seniority.

When a new or vacant job opening occurs at a Building, pre-quali-



fied employees on the Feeder Seniority List shall have the chance to fill the position first.

If the position is still open, the Employer shall then honor all transfer requests in seniority order prior to hiring from the outside. When such request for transfers are granted the employee shall go to the bottom of the seniority list for a period of one (1) year. However, the employee shall exercise their Employer seniority for the purposes of layoff and all other benefits. After one (1) year, the employee's seniority date shall dovetail.

This procedure shall not apply to the months of October, November and December for seasonal openings.

## **SECTION 2. HOLIDAYS**

Feeder Department holiday work must be offered by seniority.

## **SECTION 3. SENIORITY**

If the job of a Livonia or Madison Heights Feeder driver is temporarily eliminated lasting less than thirty (30) days, said driver shall be placed on the pick list during the temporary elimination.

## **SECTION 4. TRAILER DELIVERY AND PICKUP (TDP)**

(A) The parties agree to the following guidelines for TDP Drivers in the jurisdiction of Teamsters Local 243.

(B) TDP drivers will be placed on the Feeder Seniority List except for red circled TDP drivers listed and attached to this agreement. When a red circled TDP driver leaves his/her TDP job, said TDP job will be rebid as outlined below.

(C) TDP jobs will consist of pick ups and/or package deliveries that are done out of both tractor trailer and/or package car equipment. The TDP driver will be paid the tractor trailer classifications rates of pay.

(D) (1) The Feeder Department in Livonia Hub and Madison

Heights Hub shall have a Feeder Seniority List and a TDP Seniority List. All other Centers shall show Feeder Drivers and TDP Drivers on one (1) list.

(2) If pick ups are taken from either Livonia Feeders and/or Madison Heights Feeder Department to develop a TDP job at another building, then Feeder Drivers from the Feeder Department affected will bid the TDP job with the qualified employees in the building the work went to. If work originates at the same building as the TDP job, then all FT package car and feeder drivers at said building will have the option of bidding.

(3) When a job becomes available on either the Feeder or TDP seniority list, both lists will be available to bid said job.

(4) The bid will be placed up for five (5) working days and shall outline approximate start time. The bid will be awarded by seniority.

(5) Prior to the Employer hiring from the outside for a TDP Driver, the Employer will honor transfer requests from other buildings within 243's jurisdiction.

(E) Where there is a TDP seniority list, TDP Drivers shall have an annual bid pertaining to TDP seniority list only. There will be no cross over bidding during the annual bid between the TDP seniority list and Feeder seniority list.

(F) The start time will be subject to weekly change while pick ups and deliveries will be subject to daily change. The language in Article 3, Section 13, paragraph 6 "In the event" shall not apply as the jobs are work as directed, however, in case of start time changes of two hours or more, which are in effect for 2 or more consecutive weeks, the employee may stay with the job or displace any junior employee within the TDP classification within 10 days. This procedure shall be repeated a second (2nd) and third (3rd) time with the next move being assigned.

(G) If a Feeder Driver is awarded the bid, he/she shall have thirty (30) days as outlined in the contract to qualify as a Package Car

Driver. If employee does not qualify, the next person on the bid will be awarded the job and the process shall continue until the bid winner qualifies for the job.

(H) A laid off Feeder Driver shall have the right to qualify as a Package Car Driver and displace a junior TDP Driver as outlined in Article 3, Section 5 and Section 6 of the Central Region of Teamsters Supplemental Agreement.

## **SECTION 5. FEEDER JOB SELECTION**

Bid original job opening, bid a second (2<sup>nd</sup>), a third (3<sup>rd</sup>), a fourth (4<sup>th</sup>) and a fifth (5<sup>th</sup>) time with the sixth (6<sup>th</sup>) being assigned.

## **PACKAGE CAR DRIVERS**

### **SECTION 1. BID COVERAGE DRIVERS**

Bid coverage routes will be created by center on the following basis:

<u>Number of employees</u>	<u>Number of bid coverage jobs</u>
1-14	1
15-20	2
21-30	3
31-40	4
41-50*	5

\*The table shall continue where the employees exceed 50

If there is no coverage job available during a given week, the employees will be assigned. If the job selected is open more than one (1) day, the coverage employee selecting the area will remain on it for the duration of the vacancy.

The Employer reserves the right during the first two (2) years of the employee's bidding a coverage job, to assign that employee whenever additional training is necessary; provided however, such training does not exceed five (5) days on any route.

## **SECTION 2. PACKAGE CAR DRIVERS**

The driver who has been displaced because of training or temporary bump shall be placed on the bottom of the coverage driver list until he/she returns to their bid job.

## **SECTION 3. OPTION DAYS**

In package centers with more than fifty (50) bid drivers, the option day guarantee shall be two (2) on Fridays only: when that center has demonstrated a center average absentee rate of three percent (3%) or less. The taking of option days shall be as outlined in the CRT Agreement. All other operations will abide by the language in Article 15, Section 1 of the CRT Agreement.

## **SECTION 4. PACKAGE CAR EIGHT (8) HOUR REQUEST**

The intent of this language is to insure that the package car drivers will be released from duty in eight (8) hours.

In the event that a driver believes he/she cannot return back to the building within eight (8) hours, the driver must call the center at least three (3) hours prior to their planned eight (8) hour day so that the management team will be given enough lead time to adjust the dispatch and insure that the driver has an opportunity to return back to the building within the requested eight (8) hours.

In centers where eight (8) hour request are not being honored, the Company Labor Manager and Union will meet with the management team to resolve the issues.

## **SECTION 5.**

When there is a need to bid a package driver job the following will be the process: bid original job opening, a second (2<sup>nd</sup>), a third (3<sup>rd</sup>), a fourth (4<sup>th</sup>) with the fifth (5<sup>th</sup>) move being assigned.

## **SECTION 6.**

Bumping procedure for Package Car Drivers in Article 3, Section 9 shall be followed as outlined:

The Package Car Driver shall have the right to bump a less senior Package Car Driver. This procedure shall be repeated a second (2<sup>nd</sup>), third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) time with the fifth (5<sup>th</sup>) move being assigned.

## **PART-TIME EMPLOYEES**

### **SECTION 1. TRANSFERS**

All part-time employees who have obtained one (1) year seniority with the Employer shall have the right to transfer to another building by seniority within the Local Union jurisdiction when an opening occurs, provided they are qualified to perform the work. Such request shall be in writing to the Company.

When such request for transfer is granted, the part-time employee shall go to the bottom of the seniority list for a period of one (1) year. However, the employee shall exercise his/her company seniority for purposes of lay off and all other benefits. After one (1) year, the employee's seniority date shall dovetail.

A part-time employee shall only be allowed to transfer once in an eighteen (18) month period.

This procedure shall not apply to the months of October, November and December.

### **SECTION 2. - AIRPORT EMPLOYEES**

(A) For the purpose of upgrading to a full-time driving position:

Part-time employees at the Airport shall be allowed to use their part-time seniority in bidding vacant permanent full-time driving positions at the Taylor building.

Part-time employees at the International Building shall be allowed to use their part-time seniority in bidding vacant permanent full-time driving positions at the Woodbridge Building.

The above shall be done in accordance with the 2013-2018 National Master United Parcel Service Agreement and the Central Region of

Teamsters United Parcel Service Supplemental Agreement, Article 3, Section 10 and shall run concurrent with above agreement.

(B) The Union and Company agree that the Company, when possible, may create the following combination part-time jobs at the Airport that will have a one and a half hour (1.5) guarantee on the AM shift and a two and a half hour (2.5) guarantee on the PM shift when an opening occurs as outlined below:

A combination part-time job opening is one that occurs when a vacancy on the AM shift or PM shift (Twilight) becomes available, the Company may combine with the other shift.

If a job opening occurs on the Twilight shift that job will be offered to an employee on the AM shift and that reverse offering will be followed if a job opening occurs on the AM shift. These combination part-time jobs will be awarded by shift seniority.

The Job Bid will indicate the job description example (Ramp/Ramp, Inside/Ramp or Inside/Inside).

If no one bids the combination part-time job, then the Company will fill the vacancy(s).

When the Company needs to reduce the work force within a work area during a shift, the reduction will be offered by seniority and forced by inverse seniority in that area.

No employee will suffer a layoff in order to create these part-time combination jobs.

There will be a minimum of four (4) part-time combination positions created on each shift (AM/Twilight). The Union and Company will meet to review these jobs when there is a need to hire additional employees on either shift.

The Company will continue to use double shifting of employees due to extra daily work and/or to cover absenteeism.

## **SECTION 3. - AIR DRIVERS**

All regular part-time Air Drivers will select start times in January of each year by seniority.

## **ARTICLE 4 EXTRA WORK**

### **FULL-TIME**

#### **SECTION 1.**

The following is in reference to Article 3, Section 16 of the Central Region Supplement: The Employer shall maintain a list of drivers who are interested in performing work on the pre-load. The Employer will offer work to employees who have signed the list, by seniority, when work is available. Such list shall be updated weekly. All other extra work will be offered by seniority.

### **FULL-TIME INSIDE**

#### **SECTION 2.**

Extra work shall be in accordance with Article 3, Section 16 of the Central Region Supplement.

### **PART-TIME**

#### **SECTION 3.**

The following is in reference to Article 11, Section 3. When the Employer has the need to work part-time employees additional shifts, said shift shall be assigned by building seniority to those who are qualified and available.

The Employer shall maintain a list of inside employees, who have indicated their availability for additional shifts and/or extra work. The Employer will offer work to employees who have signed the list, in accordance with the above, when work is available. Such list shall be updated weekly.

## **SECTION 4.**

The parties agree that JAC Int, Case #121-90 shall be null and void effective August 1, 1997.

## **ARTICLE 5 VACATIONS**

### **SECTION 1.**

(A) When calculating the number of employees off on vacation per week in a Center, the following shall apply:

(1) The total number of employees that have seniority by the initial posting of the vacation schedule each year.

(2) Employees who have been off on worker's compensation, disability or leave of absence for more than one (1) year as of the initial posting of the vacation schedule shall not count toward the total number of employees.

(3) The number of vacations per week table shall be continued for the ten percent (10%) and seventeen percent (17%) until the total number of vacation weeks are calculated.

(B) Vacations during the life of this contract will be selected in one (1) segment (i.e. employees will be allowed to select all vacation weeks based on seniority).

### **SECTION 2.**

An employee may at his/her discretion sell back up to two (2) weeks of vacation. The employee must request the sell back weeks during the vacation selection period as described in Article 16 of the C.R.T. Supplemental Agreement.

## **ARTICLE 6 MISCELLANEOUS**

### **SECTION 1.**

The Uniform Rules and Regulations will remain in full force and effect throughout the life of this Agreement.



## **SECTION 2.**

Pay checks will be sealed for confidentiality.

## **SECTION 3.**

Full-time employees are entitled to a twenty (20) minute relief period during their first four (4) hours of work unless otherwise scheduled. This relief period shall not be combined with the lunch period.

## **SECTION 4.**

All Full-Time and Part-Time Metro Detroit employees who are members of Local 243 will be covered by the Central States Southeast and Southwest Area Health and Welfare Fund during the term of this Agreement as set forth in Article 34 of the National Master and Article 14 of the Central Region Supplemental Agreement.

## **SECTION 5.**

When approved by the employee the Employer agrees to deduct from the pay of said employee covered by this Agreement any fee or cost from supplemental Health Insurance, life insurance or other medical benefits, which may be established by the Local Union.

The Employer will remit the deduction to the representative designated by the Local Union, by the end of the month in which the deduction was made. With each remittance the Employer will provide a listing of the participating employees in alphabetical order with their social security number.

# **ARTICLE 7 GENERAL OFFICE**

## **SECTION 1. PENSION**

Effective August 1, 2009, the current full-time General Office employees as of ratification of this Agreement shall be moved from their current pension plan into the new UPS/IBT Pension Plan as outlined in Article 34 of the National Master Agreement and will become eligible for the benefits of this plan at that time.

In order to activate the above move into the new UPS/IBT Pension Plan, upon ratification of this Agreement the sum of two cents (\$0.02) will be deducted from the first general wage increase as outlined in the National Master agreement for all Local 243 employees.

## **ARTICLE 8 DIC/GO**

### **JOB BIDDING**

If a vacancy occurs in DIC, it shall be filled first within that department, then offered to GO by seniority. If a vacancy occurs in GO, it shall be filled first within that department, then offered to DIC by seniority.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

The Employer shall have ten (10) calendar days including date of knowledge to issue discipline to an employee by proper written notice with a copy to the Local Union.

It shall be the responsibility of the employee to reduce a grievance to writing and submit the grievance to the Employer from date of knowledge and/or the date discipline was issued within thirteen (13) calendar days.

## **ARTICLE 10 CLEAN IN/CLEAN OUT**

The Union and Employer agree that Clean In/Clean Out in Metro Detroit shall be administered as follows:

- All UPS employees must present proper identification before entering onto UPS property.
- Temporary employees will be required to obtain and present a temporary ID to gain access to the facility.

- All visitors will be issued a visitor's pass and must be escorted while they are on property. Access by Local Union officers and agents will be in accordance with Article 24 of the agreement.
- Vendors will be issued a visitor's pass, unless it is determined that they will be on site for an extended period, at which time a temporary ID will be issued.

### **Metal Detectors**

- All personnel wanting to access the facility must pass through and satisfy the metal detector. Failure to satisfy the detector will prohibit access to the facility.
- All personnel leaving the facility will be required to pass through and satisfy the metal detector.
- All time legitimately detained outside the control of the employee will be compensated by the Employer.

### **Approved and Prohibited Articles**

- Beepers or paging devices of any type are prohibited unless registered with the Employer. No full-time or part-time employee will be denied the right to register a beeper or a pager.
- Cell phones are prohibited, unless registered with the Employer. No Driver will be denied the right to register a cell phone. Inside employees will not be permitted a cell phone.
- Audio equipment, CD players, electronic games and/or accessories, computer software, CD's etc., are prohibited. However, portable radios will be allowed if registered with the Employer. (No long cords allowed)
- Jewelry for employees is limited to one ring and one watch. (Medical bracelets and religious medals are allowed)
- No weapons of any kind, except knives with a blade length of three (3") inches or less when necessary for performing work related activities.

## **Bags, Briefcases, Lunch Boxes and Purses**

- All briefcases, bags, lunch boxes, belt packs and purses are subject to open inspection upon entering and exiting the facility. No physical inspections are permitted. However, if there is a reasonable suspicion or basis for believing an employee is carrying stolen property, they may be detained and questioned in the presence of a steward if available, or alternate union representative if a steward is not available.
- Employees may enter and exit the facility with a purse or belt pack of reasonable size (small or medium).
- All bags will be no larger than 12 inches by 14 inches with no metal components. This will enable the bag to pass through the metal detector. The purpose of this is to reduce unnecessary delays.
- All UPS employees (union, non union, and management) and visitors will be required to pass through the metal detectors on a uniform basis.

Exceptions may be made to any of the above procedures by mutual agreement between the Union and Employer.

## **Delays**

- Delays will be covered under Article 17 (Paid for time) and/or wage and hour, if applicable.
- If the Union and/or Employer feels or has reason to believe delays have become a problem, the parties will immediately bargain the delay issue to resolve the problem. However, this does not waive any rights the employees may have under the contract or wage and hour, while bargaining.
- Where legitimate delays cause an employee to be late for work the Employer will not use the late(s) in issuance of discipline.

WITNESS WHEREOF, the parties hereto set their hands and seals  
this 25<sup>th</sup> day of April, 2014.

EMPLOYER

UNITED PARCEL SERVICE

UNION

TEAMSTERS LOCAL UNION NO. 243  
AFFILIATED WITH THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

BY: \_\_\_\_\_  
MATT LOUGHLIN

BY: \_\_\_\_\_ (PRESIDENT)  
JIM CIANCIOLO

BY: \_\_\_\_\_  
MARTY URQUHART

BY: \_\_\_\_\_ (SEC/TREAS.)  
GREGORY LOWRAN

BY: \_\_\_\_\_  
KEN WILSON

BY: \_\_\_\_\_ (TRUSTEE)  
RICK OLIVER

# **UNIFORM RULES AND REGULATIONS GOVERNING THE ACTIONS OF UNITED PARCEL SERVICE EMPLOYEES AND MEMBERS OF TEAMSTERS LOCAL 243 AS REVISED EFFECTIVE AUGUST 1, 2013**

The following rules and regulations, and the penalties to be charged for violation of same, are placed into effect, with the approval of your Union, so that all employees of the Employer may know what duties are required of them in the general conduct of the Employer's business.

Nothing in these rules and regulations shall abrogate the employee's right through the Union of which he/she is a member to challenge a penalty through the regular grievance machinery. Rules and regulation herein contained shall not supersede any rules or regulations of the Collective Bargaining Agreement.

The Employer reserves the right, upon proper notification of the Union, to revise the Rules and Regulations listed herein, and also reserves the right to the use of the grievance machinery as contained in its present Collective Bargaining Agreement.

## **1. ACCIDENTS:**

### **(a) Minor chargeable accident:**

1st Offense - Warning notice

2nd Offense - 3 day suspension

3rd Offense - 1 week suspension

Subsequent Offenses - Subject to discharge

### **(b) Failure to report all personal injuries promptly:**

1st Offense - 3 day suspension

2nd Offense - 1 week suspension  
Subsequent Offenses - Subject to discharge

## **2. EQUIPMENT:**

- (a) Failure to report mechanically defective condition of equipment:

1st Offense - Warning notice  
Subsequent Offenses - 3 day suspension

- (b) Failure to report breakdowns promptly:

1st Offense - Warning notice  
2nd Offense - 3 day suspension

- (c) Failure to protect load and/or equipment:

1st Offense - Warning notice  
2nd Offense - Warning notice  
3rd Offense - 3 day suspension  
Subsequent Offenses - Subject to discharge

## **3. CONDUCT:**

- (a) Drinking prior to reporting for duty where employee's condition is such that it may affect the proper performance of his/her duties:

1st Offense - 1 day suspension  
2nd Offense - 3 day suspension  
3rd Offense - Subject to discharge

- (b) Discourtesy to customers, excluding physical contact or use of profanity:

1st Offense - Warning notice  
2nd Offense - 3 day suspension  
3rd Offense - Subject to discharge

- (c) Inaccurate loading/unloading sorting of packages:

1st Offense - Warning notice  
2nd Offense - Warning notice  
3rd Offense - 3 day suspension  
Subsequent Offenses - Subject to discharge

- (d) Working prior to start time without authorization from management:

1st Offense - Warning notice  
2nd Offense - Three (3) day suspension  
3rd Offense - Subject to discharge

#### **4. REPORTS:**

- (a) Failure to properly make out daily reports and records:

Warning Notice to 3 day suspension

- (b) Failure to report to dispatchers at specified time when required to do so, while on duty:

1st Offense - Warning notice  
2nd Offense - 3 day suspension to discharge in aggravated cases.

#### **5. DRIVING SCHEDULES:**

- (a) Failure to complete work in scheduled time without satisfactory explanation:

1st Offense - Warning notice  
2nd Offense - Warning notice  
3rd Offense - 3 day suspension  
4th Offense - 5 day suspension  
Subsequent Offenses - Subject to discharge



- (b) Unnecessary delaying of load or equipment:

1st Offense - Warning notice  
2nd Offense - 3 day suspension  
3rd Offense - 1 week suspension  
Discharge in aggravated cases

- (c) Failure to follow routings as designated or instructed:

1st Offense - Warning notice  
Subsequent Offenses - 3 day suspension

- (d) Taking lunch period at times other than specified in the Collective Bargaining Agreement without permission:

1st Offense - Warning notice  
2nd Offense - 3 day suspension  
Subsequent Offenses - Subject to discharge

## **6. ATTENDANCE:**

- (a) Failure to notify his/her company not less than one (1 ) hour before his/her regular show-up time when unable to report for duty:

1st Offense - Warning notice  
2nd Offense - 1 day suspension  
3rd Offense - 3 day suspension  
4th Offense - discharge

- (b) Reporting late for work (Work will be held for 15 minutes if employee calls in before starting time.):

1st Offense - Warning notice  
2nd Offense - Warning notice  
3rd Offense - 1 day suspension  
4th Offense - 1 day suspension  
Subsequent Offenses - Subject to discharge

- (c) Absent one or two successive working days without notice. Penalty will not apply where satisfactory proof is given that notification by the employee was not possible:

1st Offense - Warning notice  
2nd Offense - 3 day suspension  
3rd Offense - Discharge

- (d) Excessive absenteeism:

1st Offense - Warning notice  
2nd Offense - 1 week suspension  
3rd Offense - Discharge

Minor offenses against any employee's record that are over nine (9) months old shall be forgiven and the employee's record wiped clean.

A major offense against any employee's record that is over nine (9) months old shall be forgiven and the employee's record wiped clean.

**NOTE 1:** A minor offense is defined as one for which the penalty is a warning notice.

**NOTE 2:** A major offense is defined as one for which the penalty is disciplinary time off.

A warning notice in writing with a copy to the Local Union must be given for infractions of any rules or regulations.

Discharge must be by proper written notice, with a copy to the Local Union.