

# SUMMARY OF TENTATIVE LOCAL 986 DOCK SHUTTLE LOCAL RIDER

## PREAMBLE

This Agreement is entered into by and between DHL EXPRESS (USA), INC. (hereinafter the "Company", "Employer" or "DHL"), the TEAMSTERS DHL NATIONAL NEGOTIATING COMMITTEE, representing Local Unions affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and LOCAL UNION 986, which is an affiliate of THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter "Union" or "Local 986"). This Local Rider is supplemental to and becomes a part of the National Master DHL Agreement, hereinafter referred to as the "National Agreement" and the Pick-up and Delivery Operational Supplement, hereinafter referred to as the "Operational Supplement", for the period commencing April 1, 2013~~08~~ through March 31, 2017~~3~~. This Local Rider shall not become effective unless and until it is ratified by the Employer's Dock-Shuttle employees represented by Local 986 and approved in writing by the National Union Committee as provided in the National Agreement (Article 2, Scope of Agreement, Section 1, Scope and Approval of Local Supplements).

Once this Local Rider becomes effective, it (together with the National Agreement and Operational Supplement) shall supersede, cancel and replace in its entirety the pre-existing collective bargaining agreement between the parties for the affected Dock-Shuttle employees represented by Local 986.

The terms set forth in each Local Rider shall supersede any conflicting terms in their applicable Operational Supplement. Challenges/grievances arising out of alleged conflicts shall be submitted directly to the National Grievance Committee for a decision.

## ARTICLE 22. UNION SECURITY [NO CHANGE]

## ARTICLE 23. RETAINED RIGHTS [NO CHANGE]

## ARTICLE 24. DISCHARGE AND SUSPENSION [NO CHANGE]

## ARTICLE 25. PROTECTION OF RIGHTS [NO CHANGE]

## ARTICLE 26. HOLIDAYS [NO CHANGE]

## ARTICLE 27. VACATIONS [NO CHANGE]

## ARTICLE 28. SICK LEAVE

All employees who had attained seniority as of the prior 2003 contract ratification date shall continue to receive 10 paid sick days per year at the employee's regular rate of pay.

Employees hired or promoted on or after that date shall receive five (5) paid sick days per year at the employee's regular rate of pay, subject to the following conditions:

- a. After one (1) year of continuous service.
  - b. In the event the Company reduces a full time employee to part time, the affected employee must have worked six (6) months continuous service before the reduction in order for this period of time to accumulate towards the twelve (12) months of service. When the affected employee returns to full time status, the employee will start accumulating from his last day worked towards the twelve (12) month period required.
  - c. Sick leave earned will be payable for full days of absence, or the full portion of a split shift missed, due to bona fide illness or accident. **Sick leave will continue to be paid for the time that the employee is actually absent from work up to eight (8) hours. Provided, that proof of illness or accident will be required on absences of two (2) days or more. The Employer may require proof of illness of absences of three days or more.** If such proof is not provided the absence will be an unexcused occurrence and without Pay.
  - d. A part time employee promoted to full time will continue under the part time sick time provisions until what would have been his next part time anniversary date had he remained part time. Immediately following this date, the employee will receive additional unpaid sick days prorated at five twelfths (5/12) for every month remaining until his first full time anniversary date rounded to the nearest whole number. On his first anniversary date as a full time employee he will be credited with paid sick time as stated in paragraphs, a., b. and c. above and there after will continue under the full time sick time provisions.
2. Each employee may accumulate unused sick leave in a Sick Leave Bank from one year to the next, with the maximum accumulation not to exceed thirty (30) days or two hundred and forty (240) hours.
  3. Upon request any portion of unused sick leave will be paid on an annual basis on the second pay period following employee's anniversary date of employment. Such payment will be made at the straight time rate of pay in effect on the anniversary date.
  4. Upon termination after one (1) full year of employment, all unused sick leave in the Sick Leave Bank will be paid of the total amount accrued at the straight time rate of pay

then in effect. It is agreed that at the time of retirement, there will be a 100% pay out of all unused sick time from the Sick Leave Bank.

5. When an employee is receiving Workmen's Compensation payments or State Disability benefits, at the employee's option, the Employer may supplement the employee's Compensation/Disability benefits to the equivalent of normal weekly straight time pay for up to forty (40) hours from the employee's accumulated Sick Leave Bank/Industrial Injury Bank. Only this supplemental pay shall be subtracted from the employee's total accumulated sick leave.
6. Time taken off the job for the purpose of medical or dental appointments for the employee or a member of their immediate family will be charged against that employee's sick leave.
7. When an employee is unable to perform his assigned duties by reason of an on-the-job injury, he will be entitled to use any accrued industrial leave as provided in Appendix "F" prior to utilizing the benefits provided in this Article.

#### ARTICLE 29. SENIORITY

1. Company seniority is the length of continuous service of the employee with the Employer from his most recent date of hire or rehire. No such employee shall acquire any seniority until he has completed his probationary period. When the employee has completed his probationary period his seniority shall date from date of hire. The Employer shall have the absolute right, in its discretion, to lay off, discharge or rehire any probationary employee.
  - a. Company seniority will be the same throughout all counties agreed upon this Local Rider. When two or more employees start up on the same day, seniority will then be in alphabetical order.
  - b. Full-time (forty (40) hours), and part-time (fifteen (15) hours), shall be on the same seniority roster for the four (4) counties covered by this Local Rider. It is expressly understood that part-time seniority shall only apply within the part-time classification.
  - c. The term "facility seniority" is defined as the company seniority of a dockworker relative to the company seniority of the other dockworkers working at the same facility.
  - d. The term "master seniority" is defined as the company seniority of a dockworker relative to the company seniority of the other dockworkers working at all other facilities in the four (4) county jurisdictions.
2. When it becomes necessary to reduce the work force, the junior full time employee shall be laid off first. When the force is again increased, the employees shall be returned to work in reverse order, in which

they were laid off. In all cases of layoff, and recall after lay off, master seniority shall govern.

3. For every 2 new part time shifts added, the next shift added will be a full time shift. There will be a minimum of one full time straight eight-hour position in every facility.
4. **Full-time Reduced Employee:**
  - a. If a full-time employee is reduced to part-time status then that employee shall continue to receive full-time wages including health & welfare. All other hours and working conditions (pension benefits, holidays, sick days, vacation and hourly guarantee) shall be governed by the part-time provisions of this Local Rider. The foregoing shall not apply, however, to the extent that such reduction is voluntary on the part of the employee or otherwise results from the employee's own actions. In such instances, the employee will receive part-time wages and benefits once reduced. Moreover, nothing contained in this paragraph is intended to extend full-time wages and benefits to part-time employees on an ongoing basis when such part-time employees fill a full-time shift temporarily.
  - b. If an employee voluntarily reduces to part-time status, or if the Company recalls an employee who has been reduced by the Company to full-time status anywhere in the cluster and he/she elects to remain part-time, then he/she shall lose the aforesaid full-time health & welfare benefits, be removed from the full-time seniority list and dovetailed into the part-time length of service roster, and be governed by the part-time provisions of this Local Rider, for all purposes.
  - ~~b. A red-circled reduced full-time employee may turn down the opportunity for a full-time position without the loss of seniority provided that he remains in the part-time position until the next bid. (The red-circled reduced full-time employee may opt to pass on the full-time opportunity in a future bid). However, this provision will not apply if it will result in the Company filling the full-time position with a non-red-circled employee. In that situation, the red-circled reduced employee will be offered, in inverse order of seniority, the option of either taking the full-time position or losing seniority.~~
5. Notice of Layoff: When it becomes necessary to layoff employee, a notice of at least five (5) working days prior to such layoff, or normal pay in lieu of such notice will be given to all employees to be laid off. When there is temporarily no work because of Acts of God, circumstances over which the Company has no control, or strikes by employees, the advance notice provided above will not be required.

## ARTICLE 30. SHIFT TRANSFER AND JOB BIDDING

1. Job openings in job classifications, new classifications, and/or shifts will be posted in each facility for three (3) consecutive work days (72 hours), not including Saturday and Sunday, and all effective dates will be the following Monday or Tuesday.

Selections for filling jobs open for bid will be made based on:

- a. Length of continuous service with the Company.
  - b. Qualifications .
2. To qualify to operate a tractor-trailer or straight truck, an employee must complete the following steps:
    - 1) Secure DMV learning permit.
    - 2) Train:
      - a) On Company equipment with qualified driver present at all times, such training to be on employee's own time, or
      - b) Complete commercial driving school, or present other satisfactory credentials.
    - 3) Pass DMV Class A or B test.
    - 4) Pass Company qualifications test.
    - 5) Pass DOT requirements/test.

3. When an employee is transferred to a new job classification as a result of successful bid, he will be considered to be working on a trial basis for the first thirty (30) days from the date of his transfer. If the employee is found to be unqualified in the new position within said thirty (30) day period, however, he will be returned to his previous position if he so desires.

### 4. Bidding:

- a. Between the fifteenth (15<sup>th</sup>) day and the thirty-first (31<sup>st</sup>) day of October each year, the Company shall prepare a list of all shifts which shall be posted for a period of not less than seven (7) days prior to shift bidding. The company will make every effort to make all bids effective within reasonable notice to all affected employees. Between the first (1<sup>st</sup>) day and the fifteenth (15<sup>th</sup>) day of November, the Company shall circulate among all employees within each job classification by master seniority list of all shifts.
- b. Full-time and full-time split shift employees shall have one additional shift bid on May 1 of each year. Furthermore, a full-time employee may bid into full-time split-shift positions if they elect to do so. No full time bid shall be canceled within one month of the biannual bid; unless the Company can provide documented proof of a change in operations. This bid and the one described in paragraph 4(a) above, will be conducted in the following manner: The complete listing of all available shifts and the current Seniority Roster will be given to each employee. Each employee will indicate on the list of available shifts his preference by placing a number next to each.

Example: if the individual is number 5 on the seniority list; we need to see 5 selections listed in the order of your preference. If the individual is 100 on the seniority list, there must be 100 shifts selected in your desired order.

In the event an employee refuses to indicate his preference in writing on said list when said list is presented to him, the Company shall assign said employee to any available shift vacancy.

- c. In the event a new or existing full-time job becomes permanently available, that job shall be subject to bid by all part-time employees based on master seniority. However, the part-time job vacated by the successful bidder, shall be filled by facility seniority.
  - d. In the case an employee is on vacation during the annual bid the employee shall provide, in writing, his shift preferences as outlined in b. above, for shift bid purposes. The Company shall use his shift preferences to assign his annual shift bid in accordance with the procedures of this Local Rider.
  - e. For the convenience of the bargaining unit, the Company shall post the principle domicile corresponding to each shift, in conjunction with the bid.
5. All full time split shifts and part-time employees will have an individually scheduled start time at their station that shall fall within a three (3) hour window, in the morning and the afternoon. No combination of part-time start times and end times may exceed six (6) hours total, **excluding Ontario**. There will be no combination of full time split shift and part time shifts bid —back to back.
  6. All employees must start and end their shifts at their home location.
  7. a. When changing the starting time of an existing shift by more than one (1) hour from the most recent bid or changing the scheduled days of an existing shift, then such position shall be offered to all dockworkers in order of master seniority. If the starting time is changed by one (1) hour or less, no bid shall be required; provided however that if two or more dock workers with the same starting time in the same classification are involved, then selection between affected employees shall be made by facility seniority.
    - b. The bid starting time for each employee shall be uniform during the workweek, except that it may vary up to one (1) hour on Saturday.
  7. In the event that a new full-time split-shift position is added to the workforce, or a permanent vacancy occurs in an existing full-time split-shift position, then that full-time split-shift position shall be offered by seniority, to part-time employees.

8. Any shift bid posted that needs to be canceled before awarded must be canceled within forty-eight (48) hours of posting, with a reason for the cancellation. Once a shift bid has been awarded by seniority, it may not be canceled before the shift's effective date.

**ARTICLE 31. JOB CLASSIFICATIONS AND WAGE RATES [NO CHANGE]**

**ARTICLE 32. HOURS OF WORK, OVERTIME, MINIMUM DAY, COFFEE BREAKS, PAY DAYS [NO CHANGE]**

**ARTICLE 33. PART-TIME EMPLOYEES**

1. Part-time Shifts May Be Established as Follows:
  - a. Five (5) three (3) hour days, as scheduled by the Company, with a guaranteed minimum of fifteen (15) hours of work per week. For red-circled reduced full-time employees, the part-time shifts will be five (5) three and a half (3.5) hour days, as scheduled by the Company with a guaranteed minimum of seventeen and a half (17.5) hours of work per week.

It is understood that the Company may extend part-time shifts up to five (5) hours per day. Part-time employees shall not work more than five (5) hours per day and twenty-five (25) hours per week, except when replacing vacation, or when due to delayed airplane arrival or departure of one hour or more, applicable to that shift.
  - b. The Company may hire part-time employees on a 2:1 basis; once the 2:1 ratio is reached, for every two (2) part-time employees hired, the next position added shall be a full-time split-shift position. The Company may increase the part-time ratio from 2:1 to 2.5:1, provided that it offers a minimum of eighteen full-time shifts among the facilities covered by this Agreement. The part-time to full time ratio referred to above shall not apply during the vacation months of September through December inclusive.
2. The only provisions of this Local Rider which apply to part-time employees are Articles 1, 2, 3, 4, 9, 11- (excluding sections 1, 2(a)(4), and 3), 12, 13, 14, 19, and the relevant appendices.
  - a. Shift Differential for Part-time Employees: Part-time employees shall be eligible for shift differential once they have completed two (2) continuous years of service with the Company.
3. The Company shall maintain a length of service roster for part-time employees.
4. Part-time employees shall have seniority within the part-time classification. In all cases of layoff of part-time personnel and recall after layoff of part-time personnel, length of service with the Company as a part-time

employee in a classification covered by this Local Rider shall govern.

5. Part-time employees will be eligible for Health and Welfare and Pension benefits as set forth in Appendices B2 and D attached hereto and made part of this Local Rider.
6. Part-time employees employed as of the Ratification Date of this Local Rider will receive a prorated vacation based on hours worked the previous year.
  - a. One (1) to two (2) years employment, 1/52 of hours worked the previous year;
  - b. Two (2) to five (5) year employment, 2/52 of hours worked the previous year;
  - c. Five (5) to ten (10) year employment, 3/52 of hours worked the previous year;
  - d. Ten (10) years employment and thereafter, 4/52 of hours worked the previous year.
7. Regularly Scheduled Part-time Wage Rate: See National Economic Settlement

~~Upon ratification of this Local Rider the top rate for current part time employees in the progression shall become \$14.35. The previous progression shall be replaced with the following:~~

<del>0-12 months</del>	<del>75% of top rate (\$10.76);</del>
<del>12-18 months</del>	<del>80% of top rate (\$11.48);</del>
<del>18-30 months</del>	<del>85% of top rate (\$12.20);</del>
<del>30-42 months</del>	<del>90% of top rate (\$12.91);</del>
<del>42-54 months</del>	<del>95% of top rate (\$13.63);</del>
<del>54 months</del>	<del>\$14.35</del>

~~Any existing part time employees who are outside of the progression (making above \$14.35 per hour) will receive the following increases to their current rates of pay as indicated:~~

<del>4/1/08</del>	<del>4/1/09</del>	<del>4/1/10</del>	<del>4/1/11</del>	<del>4/1/12</del>
<del>\$0.35</del>	<del>\$0.20</del>	<del>\$0.225</del>	<del>\$0.425</del>	<del>\$0.475</del>

~~The wage rate for new part-time employees will be as follows:~~

<del>Hire</del>	<del>\$10.00</del>
<del>12 mos</del>	<del>\$10.20</del>
<del>24 mos</del>	<del>\$10.425</del>
<del>36 mos</del>	<del>\$10.85</del>
<del>48 mos</del>	<del>\$11.325</del>

Should the Company work any part-time employee in excess of the maximum hours allowed, the Company shall pay a penalty equal to the excess hours worked at time and one half (1½) pay to the senior full-time employee at that location by rotation of seniority.

Part-time employees covered by this Local Rider will be given preference of unfilled full-time vacancies before hiring from any other outside source on the basis of seniority. Seniority as used herein shall consist of the following factors:

- a. Length of continuous service with the Company;
  - b. Qualifications, ability and past performance.
8. In the event a full-time employee is laid off, or reduced, and displaces a part-time employee he shall continue to accrue full-time seniority and will be placed at the top of the part-time seniority roster at the time he displaces the part-time employee.
9. Part-time employees shall receive five (5) paid holidays per calendar year, (a) New Year's Day, (b) Christmas Day, (c) Thanksgiving Day, (d) Memorial Day, and (e) Labor Day, which shall be compensated at the rate of 4 hours for each holiday.

Any part-time employee hired on or after the Ratification Date of this Local Rider shall be paid pro-rated holiday pay based on the hours worked the two weeks prior to the holiday.

10. Company agrees that each part time employee on the active seniority list as of prior 2003 contract ratification date will receive ten (10) unpaid sick days per seniority year. All part time employees hired after that date but prior to the Ratification Date of this Local Rider will receive five (5) unpaid sick days per seniority year.

11. PART-TIME JOB CLASSIFICATION

- a. Dockworker: Whose duties shall include the normal preparation of shipping documents and cargo handling procedures inherent in the air freight industry including the loading, unloading, driving of any equipment used by the Employer to transport cargo among Company facilities within the four (4) county jurisdiction, and all other duties assigned by management. The Company can hire part-time dockworkers with a Class C as required.
- b. Ramp Worker: Duties include all dockworker duties and all other work assigned by management, except that they are not required to have a Class A or B license.
- c. Work Assignments: When an employee is requested to perform work in a higher classification, he/she shall receive the rate premium for that classification for that shift.

**d. Tractor-Trailer Driver: Tractor-Trailer Drivers whose duties shall include all dockworker functions, plus the operation of a tractor-trailer rig and all other duties assigned by management. When replacing a bid tractor-trailer position caused by daily absenteeism, the overtime will be offered to qualified personnel.**

**ARTICLE 34. UNIFORMS [NO CHANGE]**

**ARTICLE 35. HEALTH AND WELFARE PLAN**  
**See National Economic Settlement**

**ARTICLE 36. DENTAL PLAN [NO CHANGE]**

**ARTICLE 37. PRESCRIPTION DRUG PLAN**  
**[NO CHANGE]**

**ARTICLE 38. DEATH BENEFITS [NO CHANGE]**

**ARTICLE 39. PENSION PLAN**  
**See National Economic Settlement**

**ARTICLE 40. NON-BARGAINING UNIT [NO CHANGE]**

**ARTICLE 41. DURATION [NO CHANGE]**

**APPENDIX "A"**  
**FULL TIME JOB CLASSIFICATION AND WAGE RATES**  
**See National Economic Settlement**

All employees except lead person on the payroll as of July 1, 1979, shall receive \$~~400.10~~ more per hour than those employees hired after that date.

**APPENDIX "B1"**  
**HEALTH AND WELFARE**  
**See National Economic Settlement**

**APPENDIX "B2"**  
**HEALTH AND WELFARE PLAN**  
**See National Economic Settlement**

**APPENDIX "C"**  
**DENTAL AND PRESCRIPTION DRUG PLANS**  
**[NO CHANGE]**

**APPENDIX "D"**  
**PENSION WITH PEER**  
**See National Economic Settlement**

**APPENDIX "E"**  
**DEATH BENEFIT PLAN [NO CHANGE]**

**APPENDIX "G" DHL EXPRESS WORK RULES ADMINISTRATIVE PROCEDURES AND WORK RULES SIDE LETTER**

Disciplinary Progression Procedures

1. It is mutually agreed that the Employer reserves the right to discharge any employee for sufficient and proper cause; provided, however, that no employee be discharged or discriminated against for union membership or lawful Union activity which is not in violation of the terms of this Agreement.
2. All work rules shall be reduced to writing and categorized according to relative severity, as "Administrative", "Serious", or "Cardinal" and a copy thereof shall be appended to this Agreement, and the following disciplinary progression shall apply, and be separately administered.
  3. Recklessness resulting in serious accident while on duty
  4. The carrying of unauthorized passengers
  5. Unprovoked physical assault on an employee or customer
  6. Selling, transporting or use of illegal narcotics and/or controlled substances while on duty
  7. Willful, wanton, or malicious damage to the Employer's property
  8. Proven negligence resulting in serious equipment damage while on duty
  9. For the specific reasons provided for under Article 23 of the DHL – Teamsters National Agreement ("Special Licenses and Drug/Alcohol Testing") and Article 3 of the DHL – Teamsters Pick-up and Delivery Operational Supplement ("Equipment, Safety and Health").
  10. In addition, the striking of any aircraft by an employee with any equipment shall be considered a Cardinal Offense.

Except in cases involving "cardinal" infractions as defined by the applicable Operational Supplement or in this Local Rider, an employee to be discharged or suspended shall be allowed to remain on the job until the discharge or suspension is sustained under the grievance procedure.

a. Administrative offenses shall be subject to a six (6) step disciplinary progression, within a rolling calendar year, as set forth below:

- 1) First administrative offense = 1st written reminder
- 2) Second administrative offense = 2nd written reminder
- 3) Third administrative offense = one (1) day suspension
- 4) Fourth administrative offense = two (2) day suspension
- 5) Fifth administrative offense = three (3) day suspension
- 6) Sixth administrative offense = termination

Note 1: In the case of time clock offenses (i.e.) tardies and failure to punch in /out, three (3) occurrences within a rolling calendar thirty (30) days, shall constitute one (1) administrative offense.

Note 2: (Applies to full time split-shift employees) There shall be three (3) additional tardies authorized before discipline is applied. The first three (3) tardies of ten (10) clicks (6 minutes) or less shall not apply towards the current discipline as outlined in this Appendix. However, tardies in excess of one (1) hour or more will count as two (2) tardies towards discipline outlined in this section.

b. Serious offenses shall be subject to a three (3) step disciplinary progression, as set forth below:

- 1) First serious offense = written reminder
- 2) Second serious offense = suspension (1 day)
- 3) Third serious offense = termination

c. Cardinal infractions for this Local Rider are:

1. Dishonesty
2. Drunkenness

Cardinal Offenses shall be subject to immediate termination.

d. All progressive disciplinary letters shall be issued after the effective date of this contract shall be signed by the employee as an acknowledgment of receipt only, and if the employee refuses to sign, such refusal shall be duly witnessed by a member of the bargaining unit.

e. Notwithstanding the terms of the applicable Operational Supplement, all progressive disciplinary letters shall be removed from employees file and given to the employee twelve (12) months after date of issue. Further, any such letters may be used as a basis of discipline within the twelve (12) month rolling period referenced herein.

f. Subject to the terms of the applicable Operational Supplement, all progressive disciplinary letters are to be issued and presented to the affected employee no later than ten (10) working days after the incident or Company knowledge of the occurrence.

g. If a work rule has not been enforced in the past, it shall be mandatory that the Company give notice in writing to all employees that said rule will be enforced and the effective date of enforcement before any employee may be disciplined for violating said previously unenforced rule.

3. The parties acknowledge that regular attendance is necessary to the operation of the business, and it is therefore a matter of mutual interest and concern to establish an attendance program. To that end, the parties agree as follows:

a. The disciplinary policy in cases of absenteeism shall be based on the concept of "unexcused absence", which is defined as any absence:

- 1) Not specifically authorized by this Agreement or

- 2) Not authorized in writing by management.
- b. In cases of unauthorized absence, the following disciplinary progression will apply.
- 1) 1<sup>st</sup> unexcused absence during a rolling calendar year, employee receives a 1<sup>st</sup> written warning;
  - 2) 2<sup>nd</sup> unexcused absences during a rolling calendar year, employee receives a 2<sup>nd</sup> written warning;
  - 3) 3<sup>rd</sup> unexcused absences during a rolling calendar year, employee receives a one (1) day suspension;
  - 4) 4 unexcused absences during a rolling calendar year, employee receives a two (2) day suspension;
  - 5) 5 unexcused absences during a rolling calendar year, employee receives a three (3) day suspension.
  - 6) 6<sup>th</sup> unexcused absence during a rolling calendar year, the employee will receive Termination.

Note: Employees who are on LTD (Long Term Disability) will not fall under the unexcused absence progression.

- c. The Company shall acknowledge the right of the employee to use his sick leave benefits for the purposes expressed in this Agreement. No employee will be disciplined or given a letter of warning for such use while sick time is still on the books.
- d. The progressive disciplinary procedures set forth in Section 4 of this Article III, shall not apply to attendance.

If an employee is absent on the first or last day of his/her regular workweek more than one time during a rolling thirty (30) calendar day period, then such absences (s) will be unexcused and without pay. In the event a full-time split-shift employee is absent on the first or last day of his/her regular workweek on the back half and/or subsequent front half of his shift, which would indicate they were extending the weekend, then such absences (s) will be unexcused and without pay.

**Serious offense rules-three step disciplinary progression.**

1. Threats or abusive language to other employees.
2. All Company freight handling equipment is to be operated in a safe manner Abuse of Company equipment will not be permitted.
3. Personnel are not permitted to leave the Company property except for official business or lunch break while on the clock.
4. Delays at the airlines: Each employee experiencing a potential delay of one (1) hour or more will call his/her supervisor and report the problem either by phone or radio.

5. All monies collected must be turned in to the Company in accordance with instructions and in no case later than the end of their shift during which collected.
6. On the job injuries must be reported to your supervisor immediately. Accident reports must be made before the end of that shift if possible. Absences resulting from on the job injuries require a doctor's written release prior to returning to work.
7. Employees are to be within their work areas and ready for work within a reasonable amount of time after punch in and breaks. All employees are to stay in their work area unless otherwise instructed by a supervisor or lead person. If an employee must leave their work area, their lead person or supervisor is to be informed of where they are going.
8. No breaks are to exceed authorized time.
9. Employees are required to follow all lawful work orders by management.

~~Employees are to use the pay telephone for all outgoing personal calls.~~

10. When an employee fails to call in and does not report to work for their shift, it will be considered a 'no-show', unless beyond the employees control.
11. Employees while on Company property or Airport Tarmac will wear Security Identification badges above the waist and on the outer garment as required by the TSA.
12. No personal cell phone use while operating Company equipment or assigned Scheduled work.
13. Absences are to be called in at least 1 hour prior to your scheduled start time whenever possible.
14. A sturdy work shoe is to be worn when working our dock. (Canvas top shoes are not permitted.)
15. Truck doors are to be closed and windows are to be rolled up when not in use. At no time is a truck to be driven with the back door open unless the freight is too long, and in that case, the door is to be tied down as far closed as possible. Keys are to be removed when vehicle is left unattended away from the Company facility.
16. Vehicle damage and malfunctions are to be reported upon occurrence and logged in the daily vehicle inspection report, pre and post trip inspections included.
17. There is to be no electronic playing devices (radios, tape/CD players, TV's) on our dock unless approved by management.
18. Personnel must park their vehicles in the designated parking areas. In no cases are employees to park their vehicles in the front of our building.

19. Employees are to report to work dressed reasonably clean and in presentable attire that would not be considered offensive or a source of embarrassment to the worker, customers or the Company.
20. Assigned work areas are to be kept clean and in an orderly manner.
21. DOT requirements: All dock persons are to comply with DOT requirements applicable to our operation.
22. Chock blocks are to be used when a truck is parked at our dock. Forklifts are not permitted to enter a truck unless it is chocked.
23. When signing for freight at the airlines, you must properly count the pieces and note any shortages or damages on the airbill. When signing the airline airbills, include your legible signature, date, time, and pieces received with a circle around the pieces.
24. If an employee is to be late for his/her scheduled shift, he/she must notify a supervisor prior to the start time whenever possible.
25. There is to be no food consumed on the dock. There will be no smoking permitted except in designated areas.
26. Late lunches requiring overtime must be approved prior to occurrence. The only exception to this would be if you were caught in the middle of a truck waiting line waiting to drop off or pickup packages from the airlines.

I, \_\_\_\_\_ have read and understand the above listed work rules and further understand the penalty for violation of each rule.

**LETTER OF UNDERSTANDING NO. 1 [NO CHANGE]**

**LETTER OF UNDERSTANDING NO. 2 [NO CHANGE]**

**LETTER OF UNDERSTANDING NO. 3 [NO CHANGE]**