

SUMMARY OF TENTATIVE LOCAL 295 OFFICE CLERICAL LOCAL RIDER

PREAMBLE [NO CHANGE]

April 1, 2017 thru March 31, 2022

ARTICLE 21. STEWARDS

Section 1. Super Seniority Status [NO CHANGE]

Section 2. Alternate Stewards [NO CHANGE]

Section 3. Steward Meetings [NO CHANGE]

Section 4. Contract Negotiations

The Union shall be permitted to designate no more than two (2) stewards to attend contract negotiations. The stewards shall attend such meetings shall be paid by the Employer at straight time rates up to but not in excess of their regular bidded shift. (Stewards shall not be required to cover a night shift following day time negotiations). Union meetings to prepare for negotiations shall not be included.T/A

ARTICLE 22. JOB CLASSIFICATIONS

Section 1. Classifications

A. Dispatcher

1. This Local Rider covers Dispatchers who, under the direction of and as assigned by management, shall perform, (but is not necessarily limited to), the following duties.
 - a. the routine assignment of pick-ups to drivers during normal pick-up hours¹; (It is understood that during the window period above, at least one (1) Dispatcher will be available at the Dispatcher work station).
 - b. routinely maintain, under guidelines set by management, the records necessary to assist management and supervision in monitoring service quality, production and operating costs;
 - c. T/A perform other related functions and duties as assigned by management and/or supervision;

- d. assist management as requested in training Union dispatch personnel in the proper performance of work duties in conformity with Company policies and procedures;

This Section is intended to illustrate the primary duties of the position, but is not meant to diminish current bargaining unit work.

No Change between Section A. 2 through 8

9. a. In the event the Company introduces technology that automates the dispatch process of Section I.(a.) of this Article (i.e., the routine assignment of pick-ups), then the Company shall be permitted to centralize the Dispatch function at a location within the geographic jurisdiction of the Union;
- b. During the term of the Collective Bargaining Agreement, the Company agrees to maintain a minimum of four (4) full-time dispatch positions at the ELZ facility. T/A
- c. If at any time the Company reverts back to the manual routine assignment of pick-ups as in Section I.(a) of this Article, then that work shall be performed by dispatchers covered hereunder.

B. Agents

1. This Local Rider covers Agents who, under the direction of and as assigned by management, shall perform, (but is not necessarily limited to), the following duties:
 - a. Receives and responds to telephone calls and electronic messages to and from customers, airlines, agents, and other Company offices regarding specific shipments, rates and flight or ocean or surface information. (Nothing herein contained shall restrict management from answering their phone calls or electronic messages).
 - b. Provides over-the-counter services in the customer lobby areas.
 - c. Screens, routes, prepares, and processes air waybills, surface and ocean waybills, and related manifests.

¹ Parties will execute a side letter to clarify this.

- d. Prepares and processes documents related to import and export shipments including clearance of imported and exported shipments.
- e. Complies with Problem Resolution Policies and Procedures and acts to resolve customer complaints in a timely manner.
- f. Performs tracing of packages and expedites urgent shipments.
- g. Resolves addressing errors of customer packages in a timely manner.
- h. Attempts to resolve any "Not Delivered" package that was scanned by a route driver or courier. Any unresolved "ND" shall be escalated promptly to the attention of management for resolution.
- i. Prepares and processes accounts receivable (i.e., cod's, pia's, cbo's) and trades payable (i.e., routine station bills) and cartage payable.
- j. Stays current on DHL's products, policies and procedures.
- k. Strives to maximize DHL's interests, through professional appearance and good customer relations.
- l. Informs sales office of special inquiries as necessary.
- m. Updates and maintains station manuals, tariffs, fax notifications, prepares and processes airwaybill counts and service quality reports, and bottoms-up reports.
- n. Opens and processes mail, excluding mail addressed to management representatives. (Initial sorting of all mail shall be performed by management.) Picking up of mail at post office, as needed.
- o. Entering data into a computer, via keyboard or scanner (i.e., shipment updates, flight tracking info; load plans; etc.) and being responsible for accurate and complete entries. Data captured through on-road automation devices by route personnel or warehouse automation devices by dock personnel shall not be deemed to be bargaining unit work.
- p. Transmitting messages (in full compliance to GEMMA (or any such future platforms, policies and procedures), including E mail as and when assigned by management. It is expressly understood and agreed that the transmitting of messages via a computer terminal is bargaining

unit work only when the information contained therein is directly related to their job functions.

- q. Maintains general work files, i.e., Form 425 book, 008's, dispatch logs, equipment logs, purchase orders, 90 day file, driver manifests, Libra logs, GOP (or any such future platforms), etc.
- r. For certified Agents, calculating aircraft weight and balance at the aircraft and Hazardous Material shipment inspection.
- s. Performs driver debrief.
- t. Performs other clerical duties as assigned.

This Section is intended to illustrate the primary duties of the position, but is not meant to diminish current bargaining unit work.

2. Nothing contained herein shall preclude management from utilizing customary office equipment and/or otherwise to access or process data in the performance of their supervisory duties and responsibilities.
3. The parties expressly understand and agree that the completion and processing of confidential documents relating to personnel, and time worked, shall be performed by management personnel.
4. Except as otherwise expressly provided herein, the Employer agrees not to assign work that is normally performed by one classification to another classification.
5. The Employer agrees that employees covered by this Local Rider shall not perform duties assigned to vehicle men or platform men.
6. The Employer agrees that only employees covered by this Local Rider will perform duties listed in this Local Rider. However, non-Union personnel may train Union personnel.
7. The Employer agrees that except for the bidded vacation replacements and upon mutual agreement, it will not assign an employee from one location, to perform the duties of another employee at a different location. This shall apply to all classifications.
8. The Union will permit temporary assignment of employees from other departments of the Employer to the operations assignments covered by this Local Rider for purposes of training and the employees covered by this Local Rider will use their influence and best efforts to advance the training of such personnel by demonstration and example of techniques and knowledge involved in their assignments. The Employer agrees to limit the

number of trainees and the duration of the training periods, and shall not utilize its prerogative to pre-empt permanent classified assignments.

9. T/A

The Company may post a bid with a HAZ required position. This position shall receive a \$1.00/hour premium for all purposes (hours worked and PTO). In order to bid a HAZ position, an agent must be HAZ certified prior to the bid. Once in a HAZ position, an agent must take and pass any training required in order to maintain the certification and may not bid out of the position unless and until a replacement HAZ certified agent has been identified and is in place. T/A

In addition to the bidded HAZ position(s) referenced above, all agents in VR and CVR positions must also be HAZ certified. The employees in these positions shall not receive the premium unless they actually perform HAZ duties in which case, they will receive the HAZ premium for the entire day. Each station shall maintain a minimum of 3 qualified HAZ agents. A CVR may count towards this requirement at each of the stations to which he or she may be assigned. T/A

Agents that are HAZ certified but not in a HAZ required bid shall not receive the premium for all hours, however, will receive the HAZ premium on days he or she performs HAZ duties. On any such days, the agent shall receive the premium for the entire day, not just the hours performing HAZ duties. T/A

Any agent who chooses to take the HAZ certification or is forced to take the HAZ certification and any required recertification must pass the required course and test. If he or she fails to obtain the certification or recertification after three attempts, the agent's employment shall be terminated. T/A

10. The Company may post a bid with a W&B required position. This position shall receive a \$1.00/hour premium for all purposes (hours worked and PTO). In order to bid a W&B position, an agent must be W&B certified prior to the bid. Once in a W&B position, an agent must take and pass any training required in order to maintain the certification and may not bid out of the position unless and until a replacement W&B certified agent has been identified and is in place. T/A

In addition to the bidded W&B position(s) referenced above, the Company may require additional agents to be W&B certified. The employees in these positions shall not receive the

premium unless they actually perform W&B duties in which case, they will receive the W&B premium for the entire day. T/A

Any agent who chooses to take the W&B certification or is forced to take the W&B certification and any required recertification must pass the required course and test. If he or she fails to obtain the certification or recertification after three attempts, the agent's employment shall be terminated. T/A

ARTICLE 23. SENIORITY, LAYOFF AND RECALL [NO CHANGE]

ARTICLE 24. REVOCATION OF LICENSES [NO CHANGE]

ARTICLE 25. HOURS, PART-TIME PERSONNEL, MEAL BREAKS AND SHIFT DIFFERENTIAL

T/A

1. The Employer may continue to employ part-time personnel to fulfill its operational needs subject to the terms and conditions set forth in this Local Rider.
2. The regular work week for part-time employees shall be guaranteed to consist of a minimum of either twenty or twenty-five hours worked within any seven (7) consecutive calendar day period. Days actually worked within such seven (7) day period need not be consecutive provided the hour weekly minimum guarantee is satisfied and the employee receives at least two (2) days off within such time period, scheduled consecutively.
3. Part-time employees may be assigned, as needed, to work in excess of either the twenty (20) or the twenty-five (25) hour weekly minimum. Moreover, although the normal and customary daily work schedule for such employees shall be five (5) hours per day, there shall be no minimum or maximum guarantee of the number of hours to be worked on a daily basis. Accordingly, part-time employees may work as many hours as needed, in accordance with seniority among qualified employees.
4. A minimum of seventy-five percent (75%) of the part-time positions at each terminal shall have a bid start time. Such start times, however, may be changed by the Employer up to two (2) hours per day, based on operational need. The remaining twenty-five percent (25%) of the part-time employees shall be scheduled by seniority. Whenever practicable, the Employer will provide twenty-four (24) hours' notice of schedule changes.
5. Facilities with five (5) full-time bargaining unit employees or less may employ two regular par-time employee. In facilities other than break bulks of over five (5) bargaining unit employees, one (1) additional part-time employee shall be permitted in the following manner: T/A

| | |
|-----------------------------------|----------------------|
| <u>5 FT employees or less</u> | <u>2 part-timers</u> |
| <u>6 through 11 FT employees</u> | <u>3 part-timers</u> |
| <u>12 through 18 FT employees</u> | <u>4 part-timers</u> |
| <u>19 through 25 FT employees</u> | <u>5 part-timers</u> |

Such formula shall carry on for each additional seven (7) employees.

There shall be no reduction on the number of full-time positions as a result of the use of part-time personnel in accordance with this agreement. No part-time employees shall be used if full-time employees are on layoff. T/A

No Change through remainder of Article 25

ARTICLE 26. JOB BIDDING AND FILLING OF VACANCIES

Section 1. General Bid [NO CHANGE]

Section 2. Weekend Bid²

(a) Weekend bids over the employees regularly scheduled to work on Weekends, will be filled by each location. Should any location have a problem filling a Weekend bid, qualified unit personnel within the location shall be forced to fill the vacant shift in reverse order of seniority (i.e., least senior first, etc.). T/A

(b) When the Company operates between one and three routes at a station, on a non bidded day (Saturday or Sunday), a minimum of one agent will be called in to work for a minimum of 4 hours. T/A

When the Company operates more than four routes at a station, on a non bidded day (Saturday or Sunday) a minimum of one agent will be called in to work for a minimum of eight hours. T/A

(c) No more than fifty percent (50%) of the total weekend OT shifts may be bid for five (5) hours (i.e., if there are ten (10) straight eight (8) hour shifts for a weekend, there may be ten five hour shifts for such weekend. Additional shifts shall be subject to the same overall limitation with the first shift being designated a full-time shift. T/A

(d) The Company shall not be required to bring in a dispatcher on weekends if there is no anticipation of performing pick up work. If, however, the Company plans on performing pick-ups as part of a weekend schedule, that work must be covered by the bargaining

² The parties shall agree upon and draft a side letter on the Saturday work issue from the grievance. General parameters are that a dispatcher will be called in if a certain number of drivers are going to be used and guarantee of hours will be lowered.

unit dispatchers. Weekend dispatch work may not be transferred to CVG dispatchers. T/A

Section 3. New limited Full-Time bids covering weekends;

Effective on the date of ratification of the 2017 Agreement, the Company can use up to 10% (partial fractions shall be rounded down if less than or equal to .500 and up if more than .500) of the full-time bidded positions for Sunday through Saturday workweek, however, such bids shall be for five – 8 hour consecutive days and require two (2) consecutive days off. (For example, a shift with Thursday – Monday work and Tuesday – Wednesday off.) Only additional full-time bidded positions above the number of red-circled bidded full-time positions in place as of the date of ratification at the station created through growth can be used to make up the 10%. Furthermore, if the total number of full-time Monday through Friday bidded positions drops below the red-circled number of bidded full-time positions at the station (“red-circled by number”), the Company shall be prohibited from using any of the weekend bids at the station. T/A

In the event the employer increases the number of full-time Monday – Friday bidded positions by 5% (from the date of ratification of the 2017 Agreement) and maintains that level for more than thirty (30) consecutive days and so long as it is maintained, it may add an additional 5% (total 15%, partial fractions shall be rounded down if less than or equal to .500 and up if more than .500) to the number of full-time bidded positions for the Sunday through Saturday workweek bids. T/A

Any weekend work above and beyond the regular bids shall be offered in seniority order to regular agents at applicable overtime rates. In addition, any daily work replacement shall be covered by straight seniority. T/A

Furthermore, in locations where the forty (40) hour guarantee is in effect, employees on the full-time seniority list (including those holding open full-time positions) as of the date of ratification shall not be required to work on a weekend bidded position. However, to the extent that the Company adds additional Monday – Friday bidded positions above the red-circled full-time positions in order to offer Monday – Friday bids to a red-circled employee(s), such additional position(s) shall be an open position(s) not withstanding any restriction regarding the percentage of such positions set forth in the Supplement. T/A

In the event that the Company institutes bids covering Saturday and Sunday for drivers, the Company will be permitted to place a minimum of one agent on the agent bid even if they do not meet the staffing requirements set forth above. To place two or more agents on the bid, the Company shall be required to meet the staffing needs set forth above. When a weekend bid is implemented, this provision shall replace the Saturday bid agreement. T/A

TA Modified to indicate that the Saturday Bid Agreement shall remain in effect when there are no Weekend Bid positions. T/A

In the event that the Company institutes weekend bids that are strictly for delivery purposes and do not include pick-up work, the Company shall not be required to bring in a dispatcher. If, however, the Company plans on performing pick-ups as part of a weekend schedule, that work must be covered by the bargaining unit dispatchers. Weekend dispatch work may not be transferred to CVG dispatchers. T/A

Section 3. Hardship Transfers [NO CHANGE]

Section 4. Filling of New Vacancies [NO CHANGE]

Section 5. Inter-Bargaining Unit Transfers [NO CHANGE]

Section 6. Promotions

A. The Employer shall have the right to select qualified persons, but as between equally qualified persons, seniority shall prevail. The Employer's selection shall not be subject to grievance unless written request therefore is received by the Employer within seven (7) working days of the selection.

B. Any employee promoted to a higher rated job shall be given a trial for a period not to exceed forty-five (45) calendar days at the rate of the higher job. If it is determined that the employee is not qualified for the new position, or if the employee desires, he shall be returned to the old classification at the same rate of pay which was formerly paid for the old classification.

C. The Employer will furnish study material and render assistance and training to employees assigned to such position.

D. The Company may introduce or eliminate leads at each facility, as determined by management pursuant to the conditions set forth herein. T/A

A. Lead personnel, if any, shall serve at the behest of management in a non-supervisory capacity only; as such, they shall act under and pursuant to supervisory direction and written operational policies, and provide assistance to a supervisor in the routine preparation of reports, training and direction of fellow unit employees in the proper performance of their work duties. Leads must be full-time employees and may not discipline employees under the provisions of this Rider or the Main Agreement, and may not, under any circumstances, countermand an instruction or direction issued by management/supervision. T/A

1. The selection of unit employees to fill a lead position shall be based on the Employer's determination as to whom is the best and/or

most qualified and suitable candidate for the position. T/A

2. Employees serving in a lead capacity shall receive one dollar (1.00.) added to their base hourly rate of pay for all time worked in a lead capacity and such premium shall be included therein for the calculation of overtime pay, if any, as well as vacations, holidays, sick days, and bereavement. Such premium pay, however, shall be discontinued as and when a lead person leaves or otherwise downgrades from such lead position. T/A

ARTICLE 27. FRINGE BENEFITS

Section 1. Dependent Care Flexible Spending Account [NO CHANGE]

Section 2A. [NO CHANGE]

Section 2B. Employees Hired On Or After September 1, 1988.

- All employees with one (1) or more years of service with the Company as of April 1st of any given year, shall receive a paid vacation of ten (10) days (i.e., eighty (80) hours for a full-time employees and forty (40) or fifty (50) hours for a part-time employee). T/A
- Such employees who have less than one (1) year of service prior to April 1 of any given year, however, shall receive a prorated vacation based on the number of months employed from his/her hire date to April 1. (In calculating such prorated vacation entitlement, employees hired between the 1st and the 14th of a month shall receive full credit for the month; employees hired on or after the 15th of the month shall receive no credit for the month. Moreover, all partial and/or fractional vacation days shall be rounded to a whole number. If the fraction is .5 or above, the number will be rounded up; if the fraction is less than .5, it will be rounded down. Accordingly, by way of example, if an employee is hired November 11, the number of prorated vacation months between hire date and April 1 equals 5. The employee's earned vacation credit is computed by multiplying .833 days/mo. worked by 5 months. This equals 4.17 days which is rounded down to 4 allowable vacation days.)
- Vacation days for full-time employees shall be increased over the life of this Agreement in accordance with the following schedule:

| Length of Service As of April 1st | Days of Vacation Entitlement |
|--------------------------------------|---------------------------------|
| 5 years but less than 12 years | 15 Days |

| | | | |
|--|---------|---|---|
| 12 years or more | 20 Days | Up to twelve (12) months | 2 |
| 20 years or more | 25 Days | Twelve (12) but less than twenty-four (24) months | 3 |
| 4. Vacation days for part-time employees shall be increased over the life of this Local Rider in accordance with the following schedule: T/A | | Twenty-four (24) or more Months | 4 |

| | |
|-----------------------------------|------------------------------|
| Length of Service As of April 1st | Days of Vacation Entitlement |
|-----------------------------------|------------------------------|

| | |
|-------------------------------|---------|
| 5 years but less than 6 years | 12 Days |
|-------------------------------|---------|

| | |
|-------------------------------|---------|
| 6 years but less than 7 years | 14 Days |
|-------------------------------|---------|

| | |
|-----------------|---------|
| 7 years or more | 15 Days |
|-----------------|---------|

Section 2C. to 2I. [NO CHANGE]

Section 2J. Cluster Reliefs

J. Cluster Relief—The Company **may maintain the cluster reliefs (agents covering up to two stations) currently in use. They include: ZYP/BRX, BKL/LGA, ELZ/TTN, ELZ/SWF and two FRG/LGA. Additional cluster reliefs must be agreed to by the Union in advance. Such agreement shall not be unreasonably withheld.** Employees in cluster relief positions may be used to cover scheduled vacations and/or other absences of both full and part full and part-time employees, as needed. The Employer may also assign the employee in a cluster relief position based on the needs of the station on a daily basis. The employee in the cluster relief position shall be notified not later than 6:00 pm the night before reporting to the station that is not designated his/her home station. In the event the Employer requires the vacation relief employee to report to the non-home station outside the required notice period, the employee shall report to the home station and commute to the assigned work location on company time. The employee occupying a cluster relief position shall receive a premium of 25 cents per hour for all purposes. T/A

Section 3 Holidays 3A. through 3F [NO CHANGE]

Section 3B. Employees Hired After September 1, 1988.

1. (a) **All** employees shall be entitled to receive the following paid holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. In addition, such employees shall receive up to four (4) floating holidays in accordance with their length of service, as follows: T/A

| | |
|--------------------------------|-----------------------------|
| Length of Service With Company | Number of Floating Holidays |
|--------------------------------|-----------------------------|

(b) Employees with ten (10) or more years of service shall be entitled to receive six (6) Floating Holidays.

(c) All hours worked on the following holidays shall be paid for at the rate of two and one-half (2 ½) times the regular rate of pay, with a minimum guarantee of eight hours work or pay for full-time employees and five (5) or four (4) hours work or pay for part-time employees in addition to the holiday pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

(d) Hours worked on such Saturday that is a holiday requiring a two and one-half (2 ½) time hourly rate, shall be paid for at the rate of four (4) times the regular rate of pay with a minimum guarantee of eight hours work or pay for full-time employees and five (5) or four (4) hours work or pay for part-time employees.

(e) All hours worked on such Sunday that is a holiday requiring a two and one-half (2 ½) time hourly rate shall be paid at the rate of five (5) times the regular rate of pay, with a minimum guarantee of eight hours work. or pay for a full-time employee and five (5) or four (4) hours work or pay for a part-time employee, provided the holiday is not observed on Monday, in which case the holiday pay would be paid for Monday's work.

(f) Holiday pay for Part-time Employees : In the event a contractual holiday is observed on the employee's regularly scheduled day off, he/she shall receive five (5) or four (4) hours pay at his/her regular rate of pay as compensation for such holiday; if, however such contractual Holiday is observed on the employee's regularly scheduled work day, he/she shall receive holiday pay computed at his/her regular rate of pay for not less than five (5) or four (4) hours and no more than the number of hours regularly scheduled to work on such day. T/A

- (g) All part-time employees shall be paid prorated holiday pay based on the hours worked the two weeks prior to the holiday.

Section 3D – 3F relabled 3C – 3E (Otherwise No Change)
T/A

Section 3F (New Paragraph)

- F. In order to be entitled to holiday pay (Section 14.A and 14.C), an employee must work his/her regularly scheduled work day immediately preceding the recognized holiday and the regularly scheduled work day immediately following the holiday, unless such absences are due to scheduled vacations or floating holidays, or otherwise expressly excused by the Employer. T/A

Section 4A. [NO CHANGE]

Section 4B. Employees Hired After September 1, 1988.

- 1. All employees shall be entitled to receive paid sick days based upon his/her length of service with the Employer, as follows: T/A

| Length of Service | Number Of Sick Days |
|---|---------------------|
| Up to one (1) year | 6 |
| More than one (1) but less than two (2) years | 7 |
| Two (2) or more years | 8 |

- 2. Payment of sick leave for a full-time employee shall not exceed eight (8) hours per day and sick leave pay for a part-time employee shall not exceed five (5) hours per day. Earned but unused sick leave shall be paid within two (2) weeks after the completion of each full year of service, i.e., anniversary date, or at the time the employee severs his/her employment for any reason. There shall be no prorating of sick leave.

Remainder of Section 4 [NO CHANGE]

Sections 5 and 6 [NO CHANGE]

Section 7. Tuition Reimbursement

The Company shall allow all employees, to participate in the Company's tuition reimbursement program. T/A

ARTICLE 28. WAGES

Section 1. New Hire Bonus [NO CHANGE]

Section 2. Wages

A. Full Time Wages

Upon ratification all Full Time employees who are not at the top of the current wage scale shall have their wage rate increased to 60% of the current top wage rate. On the first anniversary of the ratification date, they will be increased to 70% of the top wage rate effective at that time. On the second anniversary they will receive 80% of the top wage rate, 90% on the third anniversary and will be at the top wage rate on the fourth anniversary of the ratification date. From then on, they will receive the negotiated wage increases. T/A

The increases related to being placed at 60% of the top wage rate will not be retroactive and will be effective on the date of ratification. The percentage related to the negotiated increase, however, will be retroactive to 4/1/17 as it will be for the Full-Time employees currently at the top wage rate. T/A

Full Time employees hired after the date of ratification (or promoted to Full Time from a Part Time position) shall receive the following rates of pay:

1. Effective the first day of employment (or promotion from part time), sixty percent (60%) of the applicable rate of pay;
2. Effective on the first year anniversary date of employment (or promotion from part time), seventy percent (70%) of the applicable rate of pay;
3. Effective on the second year anniversary of employment (or promotion from part time), eighty percent (80%) of the applicable rate of pay;
4. Effective on third year anniversary of employment (or promotion from part time), ninety percent (90%) of the applicable rate of pay;
5. Effective on the fourth year anniversary of employment (or promotion from part time), one hundred percent (100%) of the applicable rate of pay;

After reaching 100% of the applicable rate of pay, full time employees shall receive the increases negotiated between the parties. T/A

DISPATCHER COMPENSATION

Upon Ratification of this Local Rider the wage rate for full-time employees hired prior to September 1, 1988 holding the position of Lead Agent/Dispatcher shall be \$28.31. Once the \$28.31 wage rate is reached such employees shall receive the increases set forth above for those employees who are at the top rate of the progression.

All employees hired on or before October 14, 2013 (but after September 1, 1988) who are subsequently promoted to Lead

Agent/Dispatcher shall be paid initially a percent of the prevailing base wage listed above as follows:

| Length of Service with the Company | % of Base |
|------------------------------------|--------------|
| Up to 12 months | 85% of scale |
| 12 months but less than 24 months | 90% of scale |
| 24 months but less than 36 months | 93% of scale |
| 36 months but less than 48 months | 95% of scale |
| 48 or more months | 100% |

In no event, however, will any Dispatcher be paid less than \$0.50 more than they would be entitled to under the applicable Agent wage progression.

ALL PART TIME WAGE RATES SHALL BE ADDRESSED IN THE OFFICE CLERICAL SUPPLEMENT T/A

Section 3. [NO CHANGE]

ARTICLE 29. LEAVES OF ABSENCE

Section 1. Bereavement/Funeral Leave

For purposes of this local rider the definition of "Immediate Family" set forth in Article 25, Section 3 of the National Agreement ("Bereavement Leave") shall be modified to include "grandparents." Further, notwithstanding the terms of Article 25, Section 3 of the National Agreement, the provisions relating to "Extended Family" bereavement leave shall not apply to this Local Rider. Finally, notwithstanding the provisions of the provisions of the National Agreement, for purposes of this Local Rider, bereavement leave is exclusive of Saturdays, Sundays, vacations, and holidays, when not regular work days.

Leave shall be available to all employees . T/A

Section 2. Jury Duty

It is agreed that employees required to report for Jury Duty shall receive the difference in their regular daily rate of pay and their jury pay up to twenty (20) days.

Leave shall be available to allemployees. T/A

Sections 3 and 4 [NO CHANGE]

Section 5. FMLA

Notwithstanding any terms contained in Article 25, Section 6 of the National Agreement ("FMLA Leave"), the following terms shall apply to this Local Rider. Except as otherwise provided by more favorable terms of State Law, the Employer will comply with the requirements of the Family and Medical Leave Act of 1993 ("FMLA") and provide an unpaid leave of absence of up to twelve (12) weeks, within any twelve month rolling period, for employees with one (1) or more years of service with the Employer who have worked at least one thousand two hundred and fifty (250) hours during each

twelve (12) month period immediately preceding the effective date of the requested leave in connection with: T/A

1. the birth of a child of the employee and in order to care for such child (in such instances where an employee is the "birthing mother" then that employee may extend their "FMLA" with an additional "unpaid personal leave" by up to ninety (90) calendar days. Continuation of Health/Welfare benefits during this personal leave shall be the employee's responsibility;
2. the placement of a child with the employee for adoption or foster care;
3. in order to care for the spouse, child or parent of the employee if such spouse, child or parent, has a "serious health condition" as defined in the statute and interpretive regulations and guidelines;
4. a "serious health condition", as defined in the statute and interpretive regulations and guidelines, of the employee which renders the employee unable to perform the essential functions of the employees' job; or
5. it is expressly understood and agreed that in connection with absences under sections 1 and 2 of this Article, the employee may elect or the Employer may require the employee to substitute accrued paid vacation and/or personal holidays for any part of the unpaid 12 week FMLA leave. In such circumstances, the "FMLA" leave entitlement shall be reduced by the number of paid vacation days and/or personal holidays the employee elects to use or the Employer requires the employee to use for such offset purposes; in connection with the absences under sections 3 and 4 of this Article, the same offset procedure shall prevail, but in addition to vacations and personal holidays, the employee may also elect or the Employer may require the employee to use accrued paid sick leave as a substitute for any part of the twelve (12) week "FMLA" leave. Workers Compensation leave will not be applied toward "FMLA" time.

ARTICLE 30. ATTENDANCE POLICIES

T/A T/A

1. **Categories: There shall be three (3) categories of offenses under the attendance program: i) tardiness, ii) absence, and iii) pattern absences, as herein defined:**
 - a. **tardiness: is a failure to complete the scheduled shift (including scheduled pre/post shift work) whether by reason of reporting to work late, or leaving work early. Three (3) incidents of tardiness in a calendar month will be considered excessive and subject to the progressive discipline steps listed below.**
 - b. **absence: is a failure to report to work on one (1) or more consecutive work days. Two (2) incidents**

of absence in a calendar month will be considered excessive and subject to the progressive discipline steps listed below. (Provided, however, if the failure to report to work is due to a legally required, or agreed to leave of absence, e.g., workers' compensation, ADA, FMLA, etc., then this period of leave shall not constitute an incident of absence, for the purpose of the attendance policy.)

c. pattern offense: is a sequence of like kind incidents (such as extending weekends, vacation, holidays) in a given period of time. Three (3) incidents of absence or six (6) incidents of tardiness in a six (6) month period where such absence or tardiness is wrapped around a weekend, or holiday, or vacation establishes an initial pattern offense. Each incident of like kind thereafter shall constitute an additional pattern offense. Each pattern offense will be subject to progressive discipline independent of, or in addition to, 1.a) and b) above. Any period of six (6) months following the establishment of a pattern in which the employee has zero (0) incidents of a like kind will result in the elimination of the pattern.

2. Progressive Discipline.

a. Steps

- 1st Step.....Written Reprimand
- 2nd Step.....Written Warning Letter
- 3rd Step.....Subject to Suspension
- 4th Step.....Subject to Discharge

The progressive discipline steps will be applied to unlike offenses.

b. Credit

- i. If an employee is in the progression, and has a perfect month of attendance for one (1) calendar month from the date of the last incident, then he shall revert back one (1) prior disciplinary step. A perfect month of attendance is one calendar month during which an employee misses zero days of work, other than for days missed due to vacations, holidays, floating holidays, jury duty, bereavement leave, or VTO.
- ii. For each two (2) calendar month period thereafter in which the employee has no further incident (perfect month of attendance), the next prior disciplinary step shall be dropped.

iii. In the event the employee ascends to a higher step in the progression, further credits shall be provided in accordance with b)(1) and (2) above.

Provided, however, this mechanism shall not apply to other violations of Company rules, and, provided further, the one (1) or two (2) month period shall be suspended during any legally required or agreed to absence (excluding vacation), but upon completion thereof, any disciplinary steps in existence immediately prior to that leave shall be reinstated as they existed at that time. T/A

ARTICLE 31. DISCIPLINE AND DISCHARGE

Section 1. Just Cause Standard/Progressive Discipline [NO CHANGE]

Section 2. Cardinal Infractions [NO CHANGE]

Section 3. Survival of Prior Disciplinary Action for Future Use in Progressive Discipline

The warning notice(s) or suspensions shall not remain in effect to support further progressive disciplinary action for a period of more than nine (9) months provided there is no intervening misconduct. All warning notices, discharges, suspensions or other disciplinary action shall be confirmed in writing to the employee and Union.

The nine (9) month period shall be suspended during any legally required or agreed to absence (excluding vacation), but upon completion thereof, any disciplinary steps in existence immediately prior to that leave shall be reinstated as they existed at that time.T/A

Section 4. Deadline for Filing a Grievance Protesting Disciplinary Action [NO CHANGE]

Section 5. Deadline for Taking Disciplinary Action [NO CHANGE]

Section 6. Investigatory Interviews of Unit Employees by Management and Supervision [NO CHANGE]

Section 7. Video Cameras [NO CHANGE]

Section 8. Use of Other Devices to Monitor Employee Work Activity [NO CHANGE]

Section 9. Polygraph Test [NO CHANGE]

T/A

TA with understanding that Amnesty will be granted in this contract

ARTICLE 33. DISCIPLINARY GRIEVANCE AND ARBITRATION PROCEDURES

All complaints, disputes, controversies, differences, arguments, problems, and grievances (hereinafter collectively called "grievances") by and between the Union and the Employer and/or between unit employees and the Employer as it relates to disciplinary matters only shall be adjusted and settled solely and exclusively in the following manner:

STEP 1

Any employee or group of employees having a disciplinary grievance shall present same immediately to the Employer's District or Station Manager, in writing, indicating the nature of the grievance and the remedy sought. The written grievance shall be submitted to the Employer's Station Manager within five (5) days after receipt by the employee of written notification of suspension or discharge. Within five (5) days after the submission of the written grievance in Step 2, the Steward together with the grievant(s) shall meet with the Employer's Station Manager in an effort to adjust the grievance. The Employer's Station Manager shall answer the grievance in writing within three (3) days of the meeting.

STEP 2

If the grievance is not satisfactorily adjusted in Step 1, it may be presented to the Employer's Area Operations Manager or designee for resolution. The written grievance must be submitted to the Employer's Area Operations Manager or his designee within five (5) days after receipt of the Station Manager's Step 1 denial. Within ten (10) days after the submission of the written grievance in Step 2, the Union Business Representative(s) or his designee shall meet with the Employer's Area Operations Manager or designee in an earnest effort to adjust the grievance. The parties shall make every effort to schedule Step 2 hearings at a reasonable time so that the steward can complete his work day within eight (8) hours. The Employer's Area Operations Manager or his designee shall submit a written answer to the grievance within five (5) days after the meeting.

STEP 3

If the grievance is not satisfactorily adjusted in Step 2, the Union may submit the grievance to an arbitrator, hereinafter designated, for binding and final resolution. To be timely filed, the Union's demand for arbitration shall be submitted to Arbitration within twenty one (21) calendar days after receipt of the Area Operations Manager's Step 2 denial.

Time Frame

The time periods and limits provided herein shall not include Sundays or contractual holidays. Such time

periods may be extended only by the mutual agreement of the Employer and the Union. Accordingly, the failure of the aggrieved employee(s) or the Union to file a grievance initially, to process a grievance in any of the steps in the grievance procedure, and/or to submit the grievance to arbitration in accordance with the express time limits herein shall automatically constitute a waiver of the grievance and bar all further action thereon. The failure of the Employer to so respond or meet within the foregoing time limits, however, shall not constitute or be deemed to constitute an acceptance of the grievance or acquiescence thereto. In such cases, the Union may simply proceed to the next step in the Grievance and Arbitration Procedure without time restrictions.

The Employer and the Union hereby designate Stanley Aiges to serve as arbitrator for the term of this Agreement and any extension thereto. Should Mr. Aiges resign, refuse to act, be incapable of acting, or die, the Employer and the Union shall immediately (not to exceed ten (10) days from the resignation, refusal to act, incapacity or death) designate another person to serve as arbitrator. If they fail to mutually agree upon a designation, grievances requiring arbitral resolution after the exhaustion of the grievance procedure shall be submitted to the American Arbitration Association pursuant to and in accordance with the Rules of the Association.

Limits on Arbitrator's Power

The arbitrator shall interpret this Agreement in connection with the issues properly presented to him for resolution consistent with the terms of this Agreement. He does not have the authority or power to add to, delete from, disregard, or alter any of the provisions of this Agreement or supplements or addenda made a part hereof. However, within the foregoing limitations the arbitrator may make such decision or award or deposition of a grievance as he deems just, fair, and equitable and which, in addition to awarding any sum of money or damages or other relief, and may contain provisions commencing, enjoining or restraining acts of conduct

In any arbitration of a grievance involving the discipline, suspension or discharge of an employee, an arbitrator shall be empowered to sustain or deny the grievance in whole or in part, and may award or deny reinstatement with or without back pay. In any event, should the arbitrator sustain a grievance involving the suspension or discharge of an employee, any award of back pay shall be offset and reduced by any interim earnings collected by the grievant. Moreover, all terminated employees shall make a reasonable attempt to mitigate damages. Accordingly, an arbitrator shall adjust the amount of back pay, if any, and/or deny a back pay remedy altogether, in direct proportion to a grievant's mitigation efforts.

Cost of Arbitration

The cost of an arbitration proceeding shall be borne equally by the parties. The Company shall make whole the steward for any time lost to attend a Step 3 hearing and/or arbitration proceeding, not to exceed his daily guarantee. The Employer shall not be responsible for the payment of wages to Union witnesses who appear at an arbitration.

Non Disciplinary Grievances

All grievances not related to disciplinary matters shall proceed through the Panel Process set forth in the National Master Agreement. T/A

ARTICLE 33. MISCELLANEOUS

T/A

REMAINDER OF CBA [NO CHANGE]